

File No. 250379

Committee Item No. 7

Board Item No. 8

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 14, 2025

Board of Supervisors Meeting Date May 20, 2025

#### Cmte Board

|                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" 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                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

**OTHER** (Use back side if additional space is needed)

|                                     |                                     |                                     |
|-------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | SF Marin Food Bank Roster           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Request for Proposal 1176 11/4/2024 |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |

Completed by: Brent Jalipa Date May 8, 2025

Completed by: Brent Jalipa Date May 15, 2025

1 [Grant Agreement - San Francisco-Marin Food Bank - Food Assistance Program - Not to  
2 Exceed \$12,604,048]

3 **Resolution approving an Agreement between the City, acting by and through the**  
4 **Department of Disability and Aging Services, and San Francisco-Marin Food Bank for**  
5 **the provision of the Food Assistance Program, for a term of four years from July 1,**  
6 **2025, through June 30, 2029, and for a total not to exceed amount of \$12,604,048; and**  
7 **to authorize the Department of Disability and Aging Services to enter into amendments**  
8 **or modifications to the Grant Agreement that do not materially increase the obligations**  
9 **or liabilities to the City and are necessary to effectuate the purposes of the Grant**  
10 **Agreement.**

11  
12 WHEREAS, The City and County of San Francisco, by and through its Department of  
13 Disability and Aging Services, wishes to provide grant funding for services provided to the  
14 community for the Food Assistance Program; and

15 WHEREAS, On November 4, 2024, the Department of Disability and Aging Services  
16 issued a Request for Proposals ("RFP") #1176 for the Food Assistance Program; and

17 WHEREAS, San Francisco-Marin Food Bank submitted a proposal and was the  
18 highest ranked proposer; and

19 WHEREAS, The Department of Disability and Aging Services awarded the agreement  
20 to San Francisco-Marin Food Bank in the total amount not to exceed \$12,604,048 for the  
21 period from July 1, 2025, through June 30, 2029; and

22 WHEREAS, On March 5, 2025, the Department of Disability and Aging Services  
23 Commission approved the proposed Food Assistance Program grant with San Francisco-

1 Marin Food Bank (the "Grant Agreement") in a total amount not to exceed \$12,604,048 for the  
2 period from July 1, 2025, through June 30, 2029; and

3 WHEREAS, The City and County of San Francisco, by and through its Department of  
4 Disability and Aging Services, now wishes to enter into the Grant Agreement with San  
5 Francisco-Marin Food Bank; and

6 WHEREAS, Charter, Section 9.118(b), requires Board of Supervisors' approval by  
7 Resolution of any contract which, when entered into, extends over 10 years, and of any  
8 contract which, when entered into, costs the City \$10,000,000 or more; and

9 WHEREAS, The proposed Grant Agreement contained in File No. 250379, is  
10 substantially in final form, with all material terms and conditions included, and only remains to  
11 be executed by the parties upon approval of this Resolution; now, therefore, be it

12 RESOLVED, That the Board of Supervisors hereby approves the Grant Agreement in  
13 substantially the form contained in File No. 250379; and, be it

14 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of  
15 Disability and Aging Services to make any modifications to the Grant Agreement prior to its  
16 final execution by all parties, that Department of Disability and Aging Services determines, in  
17 consultation with the City Attorney, are consistent with this Resolution, in the best interest of  
18 the City, do not materially increase the obligations or liabilities of the City, are necessary or  
19 advisable to effectuate the purposes of the Grant Agreement, and are in compliance with all  
20 applicable laws, including City's Charter; and, be it

21 FURTHER RESOLVED, That within 30 days of the Grant Agreement being fully  
22 executed by all parties, the Department of Disability and Aging Services shall submit to the  
23 Clerk of the Board of Supervisors a completely executed copy for inclusion in  
24  
25

File No. 250379; this requirement and obligation resides with the Department of Disability and Aging Services, and is for purposes of having a complete file only, and in no manner affects the validity of approved Grant Agreement.

Approved:

/s/

Kelly Dearman

Executive Director

Department of Disability and Aging Services

|  |   |
|--|---|
| <b>Item 7</b><br><b>File 25-0379</b>   | <b>Department:</b><br>Human Services Agency |
| <b>EXECUTIVE SUMMARY</b>   |   |
| <p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution approves a new agreement between HSA and the SF-Marin Food Bank to deliver groceries to food pantries and households, for a total not to exceed amount of \$12,604,048 and four-year term from July 1, 2025 through June 30, 2029.</li> </ul>  |   |
| <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>In November 2024, the Human Services Agency (HSA)'s Department of Disability and Aging Services (DAS) issued a Request for Proposals (RFP) soliciting vendors to provide a citywide food assistance program for older adults and adults with disabilities. HSA received one response to their RFP from the San Francisco-Marin (SF-Marin) Food Bank, the existing provider, which met all minimum required qualifications and was awarded an agreement, subject to Board of Supervisors' approval.</li> <li>The purpose of the grant is to provide free grocery bags to eligible older adults and adults with disabilities. Services are provided at food pantry sites and through home delivery and target low-income older adults and adults with disabilities citywide. Services are available to anyone who lives in San Francisco and is over 60 years old or aged 18 – 59 with a disability. Under the proposed agreement, SF-Marin Food Bank must serve at least 2,404 unduplicated clients and provide at least 310,000 grocery bags annually.</li> <li>According to the FY 2023-24 program monitoring report, SF-Marin Bank exceeded or nearly met all their service and outcome objectives.</li> </ul> |   |
| <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The proposed agreement has a not-to-exceed amount of \$12,604,048, including a ten percent contingency. The proposed annual budget of \$2,864,556 remains flat for the four-year grant period. Salaries and fringe benefits funded by the grant are for a total of 5.34 FTE program staff. Expenditures over the four-year contract term would be fully funded by the City's General Fund.</li> </ul>   |   |
| <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>The contracted number of unduplicated clients served by this grant is decreasing by 33 percent under the proposed agreement (2,404) compared to the existing agreement (3,600) because clients are increasing their use of the program. DAS is proposing to maintain funding levels for food assistance in the FY 2025-26 budget; however this translates into fewer clients due to inflation. Beyond this food pantry grant, fewer clients will also be served through DAS' Home Delivered Groceries Program, from 5,622 in FY 2024-25 to 3,631 in FY 2025-26.</li> </ul>   |   |
| <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>  |   |

**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 November 2024, the Human Services Agency (HSA)'s Department of Disability and Aging Services (DAS) issued a competitive Request for Proposals (RFP) soliciting vendors to provide a citywide food assistance program for older adults and adults with disabilities with a focus on high-need neighborhoods. The proposed term in the RFP was four years from July 1, 2025, to June 30, 2029.

HSA received one response to their RFP from the San Francisco-Marín (SF-Marín) Food Bank, which is the existing provider. SF-Marín Food Bank's proposal was evaluated by a panel of three readers and scored an average of 94 out of a total of 100 points.<sup>1</sup> Out of the 100 points, the proposal was evaluated based on organizational capacity (40 points), program approach (35 points), and fiscal capacity (25 points). Because SF-Marín Food Bank was the only and highest-ranking proposer and deemed to meet the minimum qualifications, HSA awarded an agreement to the vendor for a not to exceed amount of \$12,604,048 for a four-year term from July 1, 2025 through June 30, 2029, subject to Board of Supervisors' approval. In March 2025, the Disability and Aging Services Commission approved the proposed agreement with the SF-Marín Food Bank.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution approves a new agreement between HSA and the SF-Marín Food Bank to deliver groceries to food pantries and households, for a total not to exceed amount of \$12,604,048 and four-year term from July 1, 2025 through June 30, 2029. The resolution also authorizes HSA to make further immaterial amendments to the contract.

**Services**

The purpose of the Food Assistance program is to provide free, nutritious grocery bags to eligible older adults and adults with disabilities who do not have access to healthy food. Services are provided at food pantry sites and through home delivery and target low-income older adults and

---

<sup>1</sup> Panelists included an HSA Director of Nutrition Services, Executive Director of a health nonprofit, and a retired community member who serves on the Boards of the Community Music Center and Ploughshares Fund

adults with disabilities citywide, though services are available to anyone who lives in San Francisco and is over 60 years old or aged 18 – 59 with a disability<sup>2</sup>.

Under the proposed agreement, SF-Marin Food Bank must serve at least 2,404 unduplicated clients and provide at least 310,000 service units annually, which is the same number of units the vendor was contracted to provide in FY 2024-25 under the existing agreement. This includes 125,000 grocery bags distributed annually at food pantry sites and 185,000 grocery bags provided annually to organizations funded by HSA that provide home delivery of groceries to eligible clients.<sup>3</sup> SF-Marin Food Bank is responsible for procuring all food and packaging and administering and managing weekly scheduled grocery distributions across 112 food pantry sites citywide and available in each Supervisorial District, as well as screening and enrolling all clients into the program. The vendor is also responsible for coordinating with and providing grocery bags to home-delivery contractors. Grocery bags distributed to residents must include enough food for at least seven meals and feature a variety of fresh and seasonal produce, protein, and grains.

As previously mentioned, the proposed number of unduplicated clients to be served annually by the SF-Marin Food Bank is 2,404, which is 1,196 less than the 3,600 required in the existing contract. According to HSA staff, the modification reflects increased demand from repeat clients accessing food pantries more frequently and decreased client attrition, in which participants are remaining enrolled longer in the program due to ongoing need.

## **Performance and Fiscal Monitoring**

### **FY 2023-24 Performance**

As reflected in Exhibit 1 below, the FY 2023-24 program monitoring report showed that SF-Marin Bank exceeded almost all their service and outcome objectives, except for the outcome objective on food quality. HSA staff completed program monitoring on the existing SF-Marin Food Bank contract for FY 2023-24 in August 2024. Based on the monitoring, SF-Marin Food Bank was found in compliance with the terms of the contract. While there was no plan of correction, HSA noted that the client survey response rate was only nine percent, which may have contributed to the lower percentage for the outcome objective on food quality. According to the program monitoring report, this response rate is consistent with the rate in FY 2022-23. However, the existing agreement stipulates a survey response rate requirement of at least 25 percent of unduplicated clients enrolled in the program, though this was not noted in the program monitoring report. According to HSA, the low survey response rate has been addressed with SF-Marin Food Bank; the organization is refining its outreach strategies to improve participation. This includes exploring alternative options for survey collection to better engage clients, such as

---

<sup>2</sup> The SF-Marin Food Bank is responsible for eligibility screening upon enrollment. The eligibility criteria are determined by DAS.

<sup>3</sup> According to HSA, these nonprofit organizations have been tentatively awarded grants for the Home Delivered Groceries (HDG) Program and are currently in negotiations to finalize the awards: Chinatown Community Development Center, Community Living Campaign, Golden Gate Senior Services, San Francisco-Marin Food Bank.

administering pulse surveys at pantry sites, which are more frequent, shorter surveys conducted throughout the year to capture feedback.

**Exhibit 1: FY 2023-24 Service and Outcome Objective Performance**

| <b>Objective</b>   | <b>Target</b> | <b>FY 2023-24 Performance</b> |
|--|---------------|-------------------------------|
| <i>Service Objective</i>   |               |                               |
| Number of unduplicated clients   | 3,600         | 3,798                         |
| Number of supplemental bags of food for DAS home delivered grocery (HDG) partners                              | 185,000       | 313,521                       |
| Number of supplemental bags of food for pantry sites   | 125,000       | 125,519                       |
| Number of pass-through bags to Groceries for Seniors (GFS) and Richmond Neighborhood Center (RNC) <sup>4</sup> | 66,400        | 68,846                        |
| <i>Outcome Objectives</i>  |               |                               |
| 1. Clients report increased consumption of fruits, vegetables, and/or whole grains                             | 75%           | 98%                           |
| 2. Clients feel less worried about getting enough food to meet their needs                                     | 75%           | 94%                           |
| 3. Clients rate the quality of meals received as excellent or good   | 85%           | 79% <sup>5</sup>              |
| 4. Clients feel safe and welcomed by program staff   | 75%           | 99%                           |

Source: HSA

**Proposed Service and Outcome Objectives**

Under the proposed new agreement, SF-Marin Food Bank will be required to meet the service and outcome objectives described in Exhibit 2 below. To track the outcome objectives, an annual client satisfaction survey will be conducted with a response rate requirement of at least 20 percent of unduplicated clients enrolled in the program, which is lower than the response rate requirement of at least 25 percent of unduplicated clients under the existing agreement.

<sup>4</sup> RNC and GFS are subcontractors on the existing agreement. In the budget for the existing agreement, SF Marin-Food Bank allocates City funding to both subcontractors to deliver groceries using distribution methods that differ from the Home-Delivered Groceries (HDG) program model. Consequently, these were labeled as “pass-through bags.” Under the proposed agreement, however, SF-Marin Food Bank will support these subcontractors using its own funding sources. DAS transitioned to a new data reporting platform at the end of FY 2022-23, which enabled the vendor to report the pass-through bags in the reporting system. As a result, the service objective on pass-through bags were first included in the FY 2023-24 program monitoring report.

<sup>5</sup> This is the combined rating of excellent and good for quality and variety of food received



**Exhibit 2: Service and Outcome Objectives in Proposed Agreement**

| <b>Objective</b>  | <b>Annual Target</b> |
|---|----------------------|
| <i>Service Objective</i>  |                      |
| Number of unduplicated clients  | 2,404                |
| Number of grocery bags distributed at food pantry sites                                 | 125,000              |
| Number of grocery bags provided to DAS-funded HDG contractors                           | 185,000              |
| <i>Outcome Objectives</i>   |                      |
| 1. Clients rate the quality of meals received as excellent or good.                     | 85%                  |
| 2. Clients feel less worried about getting enough food to meet their needs              | 85%                  |
| 3. Clients report increased consumption of fruits, vegetables, and/or whole grains      | 75%                  |
| 4. Clients report the food support they receive helps them live stably in the community | 85%                  |

Source: Appendix A of Proposed Agreement

**Fiscal and Compliance Monitoring**

HSA staff reviewed SF-Marin Food Bank's financial documents in April 2025 as part of the FY 2024-25 Citywide Fiscal and Compliance Monitoring program and identified no findings.

**FISCAL IMPACT**

The proposed agreement has a not-to-exceed amount of \$12,604,048, including a ten percent contingency. The proposed annual budget of \$2,864,556 remains flat for the four-year grant period. Sources and uses of the proposed contract spending from FY 2025-26 through FY 2028-29 are summarized in Exhibit 3 below.

**Exhibit 3: Projected Sources and Uses of Funds for Proposed Grant Agreement**

|                             | <b>FY 2025-26</b>  | <b>FY 2026-27</b>  | <b>FY 2027-28</b>  | <b>FY 2028-29</b>  | <b>Total</b>        |
|-----------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| <b>Sources</b>              |                    |                    |                    |                    |                     |
| City General Fund           | \$2,864,556        | \$2,864,556        | \$2,864,556        | \$2,864,556        | \$11,458,225        |
| <b>Total Sources</b>        | <b>\$2,864,556</b> | <b>\$2,864,556</b> | <b>\$2,864,556</b> | <b>\$2,864,556</b> | <b>\$11,458,225</b> |
| <b>Expenditures</b>         |                    |                    |                    |                    |                     |
| Salaries & Benefits         | \$560,800          | \$560,800          | \$560,800          | \$560,800          | 2,243,200           |
| Operating Expenses          | 1,930,118          | 1,930,118          | 1,930,118          | 1,930,118          | 7,720,473           |
| Indirect Cost Rate (15%)    | 373,638            | 373,638            | 373,638            | 373,638            | 1,494,552           |
| <b>Total Expenditures</b>   | <b>\$2,864,556</b> | <b>\$2,864,556</b> | <b>\$2,864,556</b> | <b>\$2,864,556</b> | <b>\$11,458,225</b> |
| Contingency (10%)           |                    |                    |                    |                    | 1,145,823           |
| <b>Not to Exceed Amount</b> |                    |                    |                    |                    | <b>\$12,604,048</b> |

Source: Appendix B of Proposed Agreement

Salaries and fringe benefits funded by the grant are for a total of 5.34 FTE program staff. Operating expenses for each year reflect approximately 67 percent of the total budget and

include expenses such as food for grocery bags, equipment/transportation, food storage and distribution, utilities, rent, building maintenance supplies and repair, insurance, and staff training.

### **Cost per Grocery Bag**

The total cost per grocery bag is \$73.48; City funding would subsidize costs by approximately \$9.24 per bag.<sup>6</sup> Compared to the existing agreement, the total cost of food is increasing by \$31.44 per bag primarily due to volunteer hours at a higher rate<sup>7</sup> and bag size<sup>8</sup> and the City subsidy per bag is increasing by \$0.83 per bag. The City share of program costs is decreasing from 20 percent to 13 percent due to additional non-HSA revenues, such as in-kind donations and private fundraising.

### **Funding Sources**

Expenditures over the four-year contract term would be fully funded by the City's General Fund. In addition to City funding, SF-Marin Food Bank anticipates that it will provide approximately \$19,915,527 annually in program funding through in-kind donations (such as food and volunteers) and private fundraising efforts. If the provider does not meet its fundraising goals, it will not be able to distribute more grocery bags than the City is paying for (as it did in FY 2023-24, when it provided 439,040 grocery bags versus a grant goal of 310,000 grocery bags).

## **POLICY CONSIDERATION**

### **Reduction in Number of Clients**

According to HSA, the department is proposing to maintain the level funding for nutrition support for older adults in FY 2025-26; however, service levels will not be maintained due to the increased cost of food support driven by inflation and higher labor costs.

As noted above, the contracted number of unduplicated clients served in this grant for food pantries is decreasing by 33 percent under the proposed agreement (2,404) compared to the existing agreement (3,600). This is due to high demand for the program and low attrition rates (i.e., greater number of grocery bags per client) not due to reduced need. According to HSA staff, there are currently 998 individuals on the waiting list for home delivered grocery services, and individuals typically spend 34 weeks on the waiting list before receiving services. This includes individuals served through home delivery by the SF-Marin Food Bank as well as other non-profit organizations under contract with HSA to provide grocery home delivery services. According to

---

<sup>6</sup> The remaining \$64.24 per grocery bag would be subsidized by SF-Marin Food Bank and non-City revenues.

<sup>7</sup> The existing agreement calculated in-kind volunteer hours at \$17.34 per hour, and the proposed agreement calculated in-kind volunteer hours at \$20.25 per hour.

<sup>8</sup> The existing agreement calculated in-kind food at \$1.74 per pound for an 18-pound bag. The proposed agreement calculated in-kind food at \$1.97 per pound for a 27-pound bag.

HSA, fewer clients will also be served through DAS's Home Delivered Groceries Program grants, from 5,622 in FY 2024-25 to 3,631 in FY 2025-26.

According to the Department of Public Health's 2023 Biennial Food Security and Equity Report, two-thirds of low-income<sup>9</sup> adults in San Francisco were food insecure in 2022 based on data from the California Health Interview Survey.

#### **RECOMMENDATION**

Approve the proposed resolution.

---

<sup>9</sup> Defined as earning less than 200 percent of the Federal Poverty Level

**CITY AND COUNTY OF SAN FRANCISCO  
HUMAN SERVICES AGENCY**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**SAN FRANCISCO-MARIN FOOD BANK**  
**Grant ID: 1000035494**

---

**THIS GRANT AGREEMENT** (“Agreement”) is made as of **JULY 1, 2025**, in the City and County of San Francisco, State of California, by and between **SAN FRANCISCO-MARIN FOOD BANK, 900 Pennsylvania Ave, San Francisco, CA 94107** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the **Human Services Agency** (“Department”),

**RECITALS**

**WHEREAS**, the Agreement was competitively procured as required through **RFP # 1176 issued November 4, 2024** and is consistent therewith; and

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

**To provide the FOOD ASSISTANCE PROGRAM, and**

**WHEREAS**, the City’s Board of Supervisors approved this Agreement by Resolution **«resolution #» «BOS approval date»**; and

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

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

## **ARTICLE 1 DEFINITIONS**

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

- (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 B.
- (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 A and 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.

## **ARTICLE 2**

### **APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS**

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

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

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

**2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY

OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

- 2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

### **ARTICLE 3 TERM**

- 3.1 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 July 1, 2025 and expire on June 30, 2029, 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 Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in 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 disbursed hereunder shall not exceed **Eleven Million, Four Hundred Fifty-Eight Thousand, Two Hundred Twenty-Five Dollars \$11,458,225** for the period **from July 1, 2025 to June 30, 2029, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount: Up to One Million, One Hundred Forty-Five Thousand, Eight Hundred Twenty-Three Dollars \$1,145,823 may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Twelve Million, Six Hundred and Four Thousand, Forty-Eight Dollars \$12,604,048** for the period **from July 1, 2025 to June 30, 2029.**

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.

- 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](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each MONTH.
- 5.4 Reserved.**
- 5.5 Cost of Doing Business Adjustment.** The City may, acting in its sole discretion, adjust the Grant amount in any year to reflect a Cost of Doing Business (“CODB”) adjustment as authorized by the San Francisco Board of Supervisors. The Board of Supervisors and the Mayor will make the CODB determination annually through the budget process. Grantee understands and agrees that the CODB adjustment is wholly discretionary and not a Grantee entitlement.

## **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 \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.; policy must include Abuse and Molestation coverage and
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Reserved.
- (e) Reserved.
- (f) Reserved.
- (g) Reserved.

**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** Reserved.
- 10.10** Reserved.

## **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 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: **HUMAN SERVICES AGENCY**  
**DIRECTOR OF CONTRACTS, GB00**  
**OFFICE OF CONTRACT MANAGEMENT**  
**P.O. BOX 7988**  
**SAN FRANCISCO, CA 94120-7988**

If to Grantee: **SAN FRANCISCO-MARIN FOOD BANK**  
**900 PENNSYLVANIA AVE.**  
**SAN FRANCISCO, CA 94107**  
Attn: **Tanis Crosby**  
Email: **tcrosby@sfmfoodbank.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 Requirements.**

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

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

**16.3 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 Minimum Compensation Ordinance.** Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <https://www.sf.gov/information/minimum-compensation-ordinance>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.
- 16.9 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.**
- 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 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data.**

Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department **annually**. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

**16.16 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.

**16.17 Consideration of Criminal History in Hiring and Employment Decisions.**

- (a) Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Grantee is required to comply with all of the applicable provisions of Article 142, 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 Article 142.
- (b) The requirements of Article 142 shall only apply to a Grantee'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. Article 142 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.

**16.18 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.

**16.19 Reserved.**

**16.20 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.

**16.21 Compliance with California Department on Aging.** If grant is in excess of \$100,000 in California Department of Aging Funding, grantee is required to complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", Form LLL to be found at:  
[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_2\\_0-V2.0.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_2_0-V2.0.pdf)  
[https://apply07.grants.gov/apply/forms/sample/GG\\_LobbyingForm-V1.1.pdf](https://apply07.grants.gov/apply/forms/sample/GG_LobbyingForm-V1.1.pdf)

**16.22 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.

## **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, Scope of Services**  
**Appendix B, Budget**  
**Appendix C, Method of Payment**  
**Appendix D, Interest in Other City Grants**  
**Appendix E, Permitted Subcontractors**  
**Appendix F, Confidentiality and Privacy Terms**  
**Appendix G, Site Chart**

- 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.                        |
| Section 6.4     | Financial Statements.                        |
| Section 6.5     | Books and Records.                           |
| Section 6.6     | Inspection and Audit.                        |
| 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.           |
| Article 12      | Disclosure of Information and Documents.     |
| Section 13.4    | Grantee Retains Responsibility.              |
| Section 14.3    | Consequences of Recharacterization.          |
| This Article 17 | Miscellaneous.                               |
- 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.** The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

**Step 1** The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

**Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

**Step 3** Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

- 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.

- 17.15 Compliance with Laws Requiring Access for People with Disabilities.**

**17.15.1** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor

shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**17.15.2** Reserved.

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**

DEPARTMENT OF DISABILITY AND AGING  
SERVICES

By: \_\_\_\_\_  
Kelly Dearman  
Executive Director

**Approved as to Form:**

David Chiu  
City Attorney

By: \_\_\_\_\_  
Glenn Levy  
Deputy City Attorney

**GRANTEE:**

**SAN FRANCISCO-MARIN FOOD BANK**

By: \_\_\_\_\_  
Name: Tanis Crosby  
Title: Executive Director

Cell Phone: 415-629-6400

Federal Tax ID #: 94-3041517  
City Supplier Number: 0000011589

## Appendix A – Services to be Provided

### San Francisco Marin Food Bank Food Assistance Program

July 1, 2025 to June 30, 2029

#### I. Purpose of Grant

The purpose of the Food Assistance Program is to provide nutritious food support at no cost to eligible older adults and adults with disabilities through community partnerships, both at food pantry sites and through home delivery. The program aims to address food insecurity for populations facing heightened risks due to various interrelated factors and mitigate the associated negative health outcomes.

#### II. Definitions

|  |   |
|--|---|
| <b>Grantee</b>                         | <b>San Francisco Marin Food Bank.</b>   |
| Adult with a Disability                | A person 18-59 years of age with a disability.  |
| At Risk of Institutionalization        | To be considered at risk of institutionalization, a person must have, at a minimum, one of the following:<br>1) functional impairment in a minimum of two Activities of Daily Living: eating, dressing, transfer, bathing, toileting, grooming; or<br>2) a medical condition to the extent requiring the level of care that would be provided in a nursing facility; or<br>3) be unable to manage his/her own affairs due to emotional and/or cognitive impairment, evidenced by functional impairment in a minimum of three Instrumental Activities of Daily Living: preparing meals, managing money, shopping for groceries or personal items, performing housework, using a telephone. |
| CARBON                                 | Contracts Administration, Reporting and Billing Online System   |
| City                                   | City and County of San Francisco, a municipal corporation.  |
| CRFC                                   | California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities. (Sec. 113700 et seq., California Health and Safety Code)  |
| Communities of Color                   | An inclusive term and unifying term for persons who do not identify as White, who have been historically and systemically disadvantaged by institutionalized and interpersonal racism.  |
| DAS                                    | Department of Disability and Aging Services   |
| Dietary Guidelines for Americans (DGA) | Evidence-based food and beverage recommendations for Americans ages two (2) and older that aim to promote health, prevent chronic disease, and help people reach and maintain a healthy weight. Published jointly every 5 years by the U.S. Department of Health and Human Services (HHS) and the U.S. Department of Agriculture (USDA).  |

|   |   |
|---|---|
| Disability                                | Mental, cognitive and/or physical impairments, including hearing and visual impairments, that result in substantial functional limitations in one (1) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, and self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment. |
| FAP                                       | Food Assistance Program   |
| Food Pantry Site                          | A physical location in the City and County of San Francisco where the grantee, either directly or through partnerships, distributes food support to eligible consumers at no cost.  |
| Food Security Screening                   | A two-question validated screening tool designed to assess an individual's food security status.  |
| Home Delivered Groceries (HDG) Contractor | A community organization funded by DAS to deliver groceries to eligible consumers   |
| Home Delivered Groceries (HDG) Program    | A program funded by DAS to deliver groceries to eligible consumers  |
| LGBTQ+                                    | An acronym/term used to refer to persons who self-identify as non-heterosexual and/or whose gender identity does not correspond to their sex assigned at birth. This includes, but is not limited to, lesbian, gay, bisexual, transgender, genderqueer, and gender non-binary.  |
| Limited English-Speaking Proficiency      | Any person who does not speak English well or is otherwise unable to communicate effectively in English because English is not the person's primary language.   |
| Low Income                                | Having income at or below 200% of the federal poverty line as defined by the federal Bureau of the Census and published annually by the U.S. Department of Health and Human Services. Eligibility for program enrollment and participation is not means tested. Consumers self-report income status.  |
| OCP                                       | Office of Community Partnerships  |
| Older Adult                               | Person who is 60 years or older, used interchangeably with "senior"   |
| Senior                                    | Person who is 60 years or older, used interchangeably with "older adult"  |
| SF DAS GetCare                            | A web-based application that provides specific functionalities for contracted agencies to use to perform consumer intake/assessment/enrollment, record service objectives, run reports, etc.  |
| SFHSA                                     | San Francisco Human Services Agency   |
| Socially Isolated                         | Having few social relationships and few people to interact with regularly.  |
| SOGI                                      | Sexual Orientation and Gender Identity; Ordinance No. 159-16 amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social  |



|                                 |  |
|---------------------------------|--|
|                                 | services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (Chapter 104, Sections 104.1 through 104.9.)  |
| Supervisory District (District) | There are eleven supervisory districts in the City and County of San Francisco. A map of each district can be found at <a href="https://www.sf.gov/maps">https://www.sf.gov/maps</a>   |
| Unduplicated Consumer (UDC)     | An eligible individual who participates in the food assistance program, with their participation documented by the grantee in SF DAS GetCare.  |
| Unit of Service (UOS)           | Food support consisting of a selection of items from the USDA-defined food groups, offered in sufficient quantities and variety for an individual to prepare at least seven diverse meals that align with the healthy dietary patterns outlined in the most current version of the Dietary Guidelines for Americans (DGA) and any updates issued by the USDA during the contract term. |

### III. Target Population

This program is designed to serve all people who can benefit from the services outlined in this Appendix, and particularly those demonstrating the greatest economic and social need. To ensure that the most vulnerable people are aware of and can benefit from this program, San Francisco Marin Food Bank shall ensure that program services are accessible to:

- Persons with low income
- Persons who are socially isolated
- Persons with limited English-speaking proficiency
- Persons from communities of color
- Persons who identify as LGBTQ+
- Persons at risk of institutionalization

#### **Consumer Eligibility**

To be eligible for services, consumers must be:

- A resident of San Francisco; **and**
- A person 60 years of age or older or 18-59 years of age with a disability

### IV. Description of Services

Grantee will implement a food assistance program providing nutritious food support at no cost to eligible older adults and adults with disabilities. This support will take place weekly and include a variety of items from the USDA-defined food groups, offered in sufficient quantities and diversity to enable individuals to prepare at least seven distinct meals, in line with the healthy dietary patterns outlined in the most current version of the Dietary Guidelines for Americans (DGA). The grantee will be responsible for the procurement, storage, delivery, and distribution of food throughout the City and County

of San Francisco via community partnerships. Additionally, the grantee will supply food support at no cost to DAS-designated home delivered grocery (HDG) program contractors, ensuring they receive adequate quantities to serve the consumers enrolled in their programs. The frequency and location of food deliveries will be mutually agreed upon between the grantee and the HDG program contractors.

#### **A. Food Procurement and Standards**

1. Grantee will procure, store, deliver, and distribute food in sufficient quantity and variety to support the service and outcome objectives for the food assistance program.
2. Grantee will adhere to the California Retail Food Code (CRFC) for all aspects of the food assistance program. Grantee will ensure that all food provided through the program is handled in accordance with federal, state, and local food safety regulations.
3. Grantee will provide a variety of food items to meet the diverse needs of consumers. Each week, the grantee must offer a selection of items from the main USDA-defined food groups, with a particular emphasis on fresh fruits and vegetables. The selection must be sufficient in quantity and variety to enable individuals to prepare at least seven diverse meals that align with the healthy dietary patterns outlined in the most current version of the Dietary Guidelines for Americans (DGA) and any updates issued by the USDA during the contract term. The grantee will limit foods that contain high amounts of added sugar, saturated fat, and sodium. Additionally, the grantee may provide healthy oils, such as olive oil and oils from nuts and seeds, as well as spices and seasonings.
4. Grantee will have written guidelines for the procurement of food that will be available to consumers and will employ practices that support the provision of culturally responsive food for the various target populations served through the food assistance program.

| Main USDA Food Groups |  |
|-----------------------|--|
| Vegetables            | Includes fresh, frozen and canned dark green, red and orange vegetables, legumes (beans and peas), starchy vegetables, and others.                                     |
| Fruits                | Includes fresh, canned, frozen, or dried fruits, with an emphasis on variety and fresh.  |
| Grains                | Divided into whole grains (such as whole wheat, brown rice, and oats) and refined grains (such as white bread and pasta). At least half should come from whole grains. |
| Dairy                 | Consists of milk, yogurt, cheese, and fortified soy beverages (emphasis on low-fat or fat-free options).   |
| Protein Foods         | Includes a range of foods such as lean meats, poultry, seafood, eggs, nuts, seeds, and legumes.  |

## **B. Food Distribution and Coordination**

1. Grantee will provide weekly scheduled distributions of food at pantry sites established and maintained by the grantee to serve eligible consumers accessing the food assistance program. These distributions will take place weekly. The weekly distribution of food at each pantry site will be in sufficient quantity and variety to enable each consumer to prepare at least seven meals that align with a healthy dietary pattern as described in the Dietary Guidelines for Americans. If a regularly scheduled distribution approved by DAS occurs at an interval other than weekly, the total amount of food provided must still equate to at least one meal per day for each consumer.
2. Grantee will facilitate farmers' market-style food pantries whenever feasible. Key features of a farmers' market-style food pantry include a variety of fresh seasonal produce and the ability for consumers to choose their own food items.
3. Grantee will form and maintain partnerships with a variety of community-based organizations, such as churches, schools, supportive housing sites, community centers, and neighborhood groups, to secure physical locations in the City for distributing food to consumers and hosting weekly food pantries year-round. The grantee will ensure these partnerships are with community-based organizations who are culturally and linguistically competent to meet the needs of consumers. These partnerships must be formalized through subcontracting agreements or memoranda of understanding.
4. Grantee will establish food pantry sites in each Supervisorial District, focusing on multiple neighborhoods within those districts whenever possible. The grantee will submit a site chart to DAS OCP for approval at the beginning of each fiscal year, identifying the locations of the pantry sites along with their days and hours of operation. Any changes related to a pantry site that may affect consumers must be promptly communicated to DAS OCP, accompanied by an updated site chart for approval. Pantry sites should be in areas that maximize accessibility for the target population, specifically older adults and people with disabilities.
5. Grantee will provide initial and annual food safety training to community-based organizations that partner to distribute food to consumers and host food pantry sites, ensuring that relevant staff receive this training. Additionally, the grantee will ensure that these organizations have processes in place to provide food safety training to volunteers before their first shift involving food handling.
6. Grantee will employ a variety of strategies to connect with target populations and will serve as the primary access point to the food assistance program for consumers and stakeholders, including the DAS Benefits and Resource Hub. The grantee will also maintain a waitlist for DAS consumers as needed, ensuring equitable access to resources.
7. Grantee will coordinate with DAS-designated HDG contractors and provide them with food in sufficient quantity and variety to deliver nutritious food support to the consumers enrolled in their HDG programs. Food support, whenever possible, will not be prebagged to allow HDG contractors the flexibility to customize the content of the food support they provide to their consumers.

### **C. Additional Program Requirements:**

1. Grantee will establish and maintain a consumer enrollment process that includes eligibility verification, collection of required consumer data, and completion of a food security screening. The grantee will document consumer enrollment in the food assistance program within SF DAS GetCare, ensuring that all collected data, including information from the food security screening, is accurately recorded.
2. Grantee will implement a re-enrollment process every two years to ensure ongoing eligibility and accurate data collection. This process will include re-verification of consumer eligibility, an updated collection of required consumer data, and a new food security screening. The grantee will update consumer records in SF DAS GetCare to reflect any changes in status or information gathered during the re-enrollment process.
3. Grantee will develop and administer an annual consumer satisfaction survey to capture feedback on program outcomes and service quality. The survey will be reviewed and approved by DAS. The results will be shared with DAS by March 15 each year, or on a mutually agreed-upon date. A minimum sample size of 20% of unduplicated consumer enrollment is required.
4. Grantee program staff will complete the California Department of Aging (CDA) Security Awareness Training annually. Within 30 days of their start date, any new employee, subcontractor, or volunteer must also complete this training. The grantee will maintain records of staff completion. The grantee shall comply with the applicable privacy and security rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
5. Grantee shall develop a written grievance process for reviewing and resolving service concerns raised by consumers or their authorized representatives regarding DAS-funded programs and their employees or volunteers, in accordance with DAS OCP Policy Memorandum No. 33. This process must ensure that consumers have clearly established rights and due process for timely resolution of their concerns.
6. Grantee shall have written policies and procedures in place for accepting and handling of program income, in accordance with DAS OCP Policy Memorandum No. 5.
7. Grantee will ensure that DAS funding information is prominently displayed on its websites and publications related to the DAS-funded food assistance program, in accordance with DAS OCP Policy Memorandum No. 47.
8. Grantee will arrange for the availability of food to participants during a major disaster where feasible and appropriate.

### **V. Location and Time of Services**

The grantee will provide a food assistance program in the City and County of San Francisco. The grantee, with approval from DAS, will determine the locations and distribution times for pantry sites.

## **VI. Service Objectives**

On an annual basis, the grantee shall meet the following service objectives:

- 2,404 unduplicated consumers
- 125,000 units of food support distributed at FAP pantry sites
- 185,000 units of food support provided to DAS-funded HDG contractors

## **VII. Outcome Objectives**

On an annual basis, the grantee will meet the following outcome objectives based on an annual consumer satisfaction survey with a sample size of at least 20% of UDC enrolled in the program:

1. Consumers rate the quality of food they receive as excellent or good. Target: 85%
2. Consumers feel less worried about getting enough food to meet their needs. Target 85%
3. Consumers report increased consumption of fruits, vegetables, and/or whole grains. Target: 75%.
4. Consumers report the food support they receive helps them live stably in the community. Target: 85%.

## **VIII. Data Collection and Reporting Requirements**

1. Grantee shall enter all service objectives into the SF DAS GetCare Service Unit section by the 5th working day of the month for the preceding month.
2. Grantee shall enter monthly reports and metrics into the CARBON database system by the 15th of the following month, ensuring the accuracy and timeliness of these entries. Each report must include:
  - The number of unduplicated consumers served
  - The total units of service provided
3. Grantee shall enter the annual outcome objective metrics into the CARBON database by the 15th of the month following the end of the program year.
4. Grantee shall issue a fiscal closeout report at the end of the fiscal year. The report is due to SFHSA no later than July 31 each year. This report must be submitted in the CARBON system.
5. Grantee shall provide DAS OCP with summary reports of Sexual Orientation and Gender Identity (SOGI) data collected during the year, to be submitted two times per year. The due dates for these reports are July 10 and January 10.
6. Grantee will provide Ad Hoc reports as required by the Department.

For assistance with reporting requirements or submission of reports, contact:

Emmy.Miller@sfgov.org

Contract Manager, Office of Contract Management, SFHSA

or

Tiffany.Kearney@sfgov.org

Lead Nutritionist and Program Analyst, Department of Disability and Aging Services, Office of Community Partnerships

## **IX. Monitoring Activities**

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives; compliance to specific program standards and requirements; how participant records are collected and maintained; reporting performance including monthly service unit reports on SF DAS GetCare; maintenance of service unit logs; agency and organization standards, which include current organizational chart, evidence of provision of training to staff and volunteers regarding the Elder Abuse Reporting; evidence of provision of the California Department of Aging (CDA) Security Awareness training to staff and volunteers; program operation, which includes a review of a written policies and procedures manual of all DAS OCP-funded programs, written project income policies if applicable, grievance procedure posted in the center/office, and also given to the consumers who are homebound, hours of operation are current according to the site chart; a board of directors list and whether services are provided appropriately according to Sections IV through VIII.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

### HUMAN SERVICES AGENCY BUDGET SUMMARY BY PROGRAM

|   |                     |                     |  |                        |                     |
|---|---------------------|---------------------|--|------------------------|---------------------|
| <b>Grantee/Contractor: SAN FRANCISCO MARIN FOOD BANK</b>  |                     |                     |  | Full Term:             | 7/1/25 - 6/30/29    |
| <b>Program: FOOD ASSISTANCE PROGRAM</b>   |                     |                     |  | Effective Date:        | 7/1/2025            |
| New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Revision <input type="checkbox"/> (Check One) |                     |                     |  | Modification #         |                     |
|   | 7/1/25 - 6/30/26    | 7/1/26 - 6/30/27    | 7/1/27 - 6/30/28   | 7/1/28 - 6/30/29       | 7/1/25 - 6/30/29    |
| <b>Annual # Grocery Bags</b>  | <b>310,000</b>      | <b>310,000</b>      | <b>310,000</b>   | <b>310,000</b>         | <b>1,240,000</b>    |
| <b>DAS Expenditures</b>   | <b>Original</b>     | <b>Original</b>     | <b>Original</b>  | <b>Original</b>        | <b>Total</b>        |
| Salaries & Benefits   | \$560,800           | \$560,800           | \$560,800  | \$560,800              | \$2,243,200         |
| Operating Expenses  | \$1,930,118         | \$1,930,118         | \$1,930,118  | \$1,930,118            | \$7,720,473         |
| <b>Subtotal</b>   | <b>\$2,490,918</b>  | <b>\$2,490,918</b>  | <b>\$2,490,918</b>   | <b>\$2,490,918</b>     | <b>\$9,963,673</b>  |
| Indirect Percentage (%)   | 15%                 | 15%                 | 15%  | 15%                    | 15%                 |
| Indirect Costs (Line 16 X Line 15)  | \$373,638           | \$373,638           | \$373,638  | \$373,638              | \$1,494,552         |
| Consultant/Subcontractor  |                     |                     |  |                        |                     |
| Direct Client Pass-Through  |                     |                     |  |                        |                     |
| Capital Expenses  |                     |                     |  |                        |                     |
| <b>Total DAS Expenses</b>   | <b>\$2,864,556</b>  | <b>\$2,864,556</b>  | <b>\$2,864,556</b>   | <b>\$2,864,556</b>     | <b>\$11,458,225</b> |
| <b>Non-DAS Expenditures</b>   |                     |                     |  |                        |                     |
| Salaries & Benefits   | \$616,369           | \$616,369           | \$616,369  | \$616,369              | \$ 2,465,476.66     |
| Operating Expenses  | \$19,116,505        | \$19,116,505        | \$19,116,505   | \$19,116,505           | \$76,466,020        |
| Consultant/Subcontractor  |                     |                     |  |                        |                     |
| subcontractor Pass-Through  | \$182,653           | \$182,653           | \$182,653  | \$182,653              | \$730,612           |
| Capital Expenses  |                     |                     |  |                        |                     |
| <b>Total NON-DAS Expenses</b>   | <b>\$19,915,527</b> | <b>\$19,915,527</b> | <b>\$19,915,527</b>  | <b>\$19,915,527</b>    | <b>\$79,662,109</b> |
| <b>TOTAL DAS AND NON DAS EXPEDITURES</b>  |                     |                     |  |                        |                     |
|   | \$22,780,083        | \$ 22,780,083.34    | \$ 22,780,083.34   | \$ 22,780,083.34       | \$91,120,333        |
| <b>HSA / DAS Revenues</b>   |                     |                     |  |                        |                     |
| General Fund  | \$2,864,556         | \$2,864,556         | \$2,864,556  | \$2,864,556            | \$11,458,225        |
| State   |                     |                     |  |                        |                     |
| Federal   |                     |                     |  |                        |                     |
| <b>Total HSA / DAS Revenues</b>   | <b>\$2,864,556</b>  | <b>\$2,864,556</b>  | <b>\$2,864,556</b>   | <b>\$2,864,556</b>     | <b>\$11,458,225</b> |
| <b>PER BAG COST, DAS</b>  | <b>\$9.24</b>       | <b>\$9.24</b>       | <b>\$9.24</b>  | <b>\$9.24</b>          | <b>\$9.24</b>       |
| <b>NON HSA / DAS Revenues</b>   |                     |                     |  |                        |                     |
| General Operating   | \$2,920,377         | \$2,920,377         | \$2,920,377  | \$2,920,377            | \$11,681,509        |
| In-Kind Food  | \$16,488,900        | \$16,488,900        | \$16,488,900   | \$16,488,900           | \$65,955,600        |
| In-Kind Service   | \$506,250           | \$506,250           | \$506,250  | \$506,250              | \$2,025,000         |
|   |                     |                     |  |                        |                     |
| <b>Total NON HSA / DAS Revenues</b>   | <b>\$19,915,527</b> | <b>\$19,915,527</b> | <b>\$19,915,527</b>  | <b>\$19,915,527</b>    | <b>\$79,662,109</b> |
| <b>PER BAG COST, NON-DAS</b>  | <b>\$64.24</b>      | <b>\$64.24</b>      | <b>\$64.24</b>   | <b>\$64.24</b>         | <b>\$64.24</b>      |
| <b>TOTAL DAS AND NON DAS REVENUE</b>  |                     |                     |  |                        |                     |
|   | <b>\$22,780,083</b> | <b>\$22,780,083</b> | <b>\$22,780,083</b>  | <b>\$22,780,083</b>    | <b>\$91,120,334</b> |
| <b>PER BAG COST, DAS+Non-DAS</b>  | <b>\$73.48</b>      | <b>\$73.48</b>      | <b>\$73.48</b>   | <b>\$73.48</b>         | <b>\$73.48</b>      |
| Prepared by: Trish Moyce  |                     |                     |  |                        |                     |
| Telephone No. & Email:  |                     | 415-702-5690        | <a href="mailto:tmoyce@sfmfoodbank.org">tmoyce@sfmfoodbank.org</a> | HSA Budget Form (3/24) |                     |

| Salaries & Benefits Detail                  |                                 |           |                                |              |                  |                  |                  |                  |                  |
|---|---------------------------------|-----------|--------------------------------|--------------|------------------|------------------|------------------|------------------|------------------|
| DAS Salaries & Benefits                     | Agency Totals                   |           | HSA Program                    |              | 7/1/25 - 6/30/26 | 7/1/26 - 6/30/27 | 7/1/27 - 6/30/28 | 7/1/28 - 6/30/29 | 7/1/25 - 6/30/29 |
| POSITION TITLE                              | Annual Full Time Salary for FTE | Total FTE | % FTE funded by HSA (Max 100%) | Adjusted FTE | Original         | Original         | Original         | Original         | Total            |
| Program Development and Management          | \$186,342                       | 1.00      | 17%                            | 0.17         | \$32,557         | \$32,557         | \$32,557         | \$32,557         | \$130,228        |
| Agency Relations                            | \$75,612                        | 1.00      | 61%                            | 0.61         | \$46,061         | \$46,061         | \$46,061         | \$46,061         | \$184,244        |
| Partner and Participant Support             | \$91,303                        | 1.00      | 38%                            | 0.38         | \$34,420         | \$34,420         | \$34,420         | \$34,420         | \$137,680        |
| Food Sourcing & Allocation                  | \$96,985                        | 1.00      | 33%                            | 0.33         | \$32,417         | \$32,417         | \$32,417         | \$32,417         | \$129,668        |
| Operations Management                       | \$137,036                       | 1.00      | 50%                            | 0.50         | \$68,707         | \$68,707         | \$68,707         | \$68,707         | \$274,828        |
| Warehouse Workers                           | \$64,798                        | 1.00      | 100%                           | 1.00         | \$64,798         | \$64,798         | \$64,798         | \$64,798         | \$259,192        |
| Warehouse Workers                           | \$64,798                        | 1.00      | 25%                            | 0.25         | \$16,420         | \$16,420         | \$16,420         | \$16,420         | \$65,680         |
| Drivers                                     | \$70,621                        | 1.00      | 100%                           | 1.00         | \$70,621         | \$70,621         | \$70,621         | \$70,621         | \$282,484        |
| Drivers                                     | \$70,621                        | 1.00      | 34%                            | 0.34         | \$23,799         | \$23,799         | \$23,799         | \$23,799         | \$95,196         |
| Volunteer Services                          | \$77,785                        | 1.00      | 76%                            | 0.76         | \$58,840         | \$58,840         | \$58,840         | \$58,840         | \$235,360        |
|   |                                 |           |                                | -            |                  |                  |                  |                  |                  |
|   |                                 |           |                                | -            |                  |                  |                  |                  |                  |
| TOTALS                                      | \$935,901                       | 10.00     | 5.34                           | 5.34         | \$448,640        | \$448,640        | \$448,640        | \$448,640        | \$1,794,560      |
| FRINGE BENEFIT RATE                         | 25%                             |           |                                |              |                  |                  |                  |                  |                  |
| EMPLOYEE FRINGE BENEFITS                    |                                 |           |                                |              | \$112,160        | \$112,160        | \$112,160        | \$112,160        | \$448,640        |
| TOTAL DAS SALARIES & BENEFITS               |                                 |           |                                |              | \$560,800        | \$560,800        | \$560,800        | \$560,800        | \$2,243,200      |
| NON-DAS Salaries & Benefits                 | Agency Totals                   |           | HSA Program                    |              | 7/1/25 - 6/30/26 | 7/1/26 - 6/30/27 | 7/1/27 - 6/30/28 | 7/1/28 - 6/30/29 | 7/1/25 - 6/30/29 |
| POSITION TITLE                              | Annual Full Time Salary for FTE | Total FTE | % FTE funded by HSA (Max 100%) | Adjusted FTE | Original         | Original         | Original         | Original         | Total            |
| Program Development and Management          | \$186,342                       | 1.00      | 17%                            | 0.17         | \$35,783         | \$35,783         | \$35,783         | \$35,783         | \$143,132        |
| Agency Relations                            | \$75,612                        | 1.00      | 61%                            | 0.61         | \$50,625         | \$50,625         | \$50,625         | \$50,625         | \$202,500        |
| Partner and Participant Support             | \$91,303                        | 1.00      | 38%                            | 0.38         | \$37,830         | \$37,830         | \$37,830         | \$37,830         | \$151,320        |
| Food Sourcing & Allocation                  | \$96,985                        | 1.00      | 33%                            | 0.33         | \$35,629         | \$35,629         | \$35,629         | \$35,629         | \$142,517        |
| Operations Management                       | \$137,036                       | 1.00      | 50%                            | 0.50         | \$75,514         | \$75,514         | \$75,514         | \$75,514         | \$302,058        |
| Warehouse Workers                           | \$64,798                        | 1.00      | 100%                           | 1.25         | \$89,267         | \$89,267         | \$89,267         | \$89,267         | \$357,069        |
| Drivers                                     | \$70,621                        | 1.00      | 100%                           | 1.34         | \$103,776        | \$103,776        | \$103,776        | \$103,776        | \$415,105        |
| Volunteer Services                          | \$77,785                        | 1.00      | 76%                            | 0.76         | \$64,670         | \$64,670         | \$64,670         | \$64,670         | \$258,680        |
|   |                                 |           |                                |              |                  |                  |                  |                  |                  |
|   |                                 |           |                                |              |                  |                  |                  |                  |                  |
| TOTALS                                      | \$800,483                       | 8.00      | 4.75                           | 5.34         | \$493,095        | \$493,095        | \$493,095        | \$493,095        | \$1,972,381      |
| FRINGE BENEFIT RATE                         | 25%                             |           |                                |              |                  |                  |                  |                  |                  |
| EMPLOYEE FRINGE BENEFITS                    |                                 |           |                                |              | \$123,274        | \$123,274        | \$123,274        | \$123,274        | \$493,096        |
| TOTAL NON-DAS SALARIES & BENEFITS           |                                 |           |                                |              | \$616,369        | \$616,369        | \$616,369        | \$616,369        | \$2,465,477      |
| Total DAS and NON-DAS Salaries and Benefits |                                 |           |                                |              | \$1,177,169      | \$1,177,169      | \$1,177,169      | \$1,177,169      | \$4,708,677      |
| HSA Budget Form (3/24)                      |                                 |           |                                |              |                  |                  |                  |                  |                  |



|   |                              |                              |                              |                              |
|---|------------------------------|------------------------------|------------------------------|------------------------------|
| Grantee/Contractor: SAN FRANCISCO MARIN FOOD BANK |                              |                              |                              | Appendix B, Page 3           |
| Program: FOOD ASSISTANCE PROGRAM                  |                              |                              |                              |                              |
| Operating Expenses Detail                         |                              |                              |                              |                              |
|   | 7/1/25 - 6/30/26<br>Original | 7/1/26 - 6/30/27<br>Original | 7/1/27 - 6/30/28<br>Original | 7/1/28 - 6/30/29<br>Original |
| Annual # Grocery Bags                             | 310,000                      | 310,000                      | 310,000                      | 310,000                      |
|   |                              |                              |                              | 1,240,000                    |
| DAS Operating Expenses                            |                              |                              |                              |                              |
| Expenditure Category                              |                              |                              |                              |                              |
| Rental of Property                                | \$24,178                     | \$24,178                     | \$24,178                     | \$24,178                     |
| Utilities(Elec, Water, Gas, Phone, Garbage)       | \$32,989                     | \$32,989                     | \$32,989                     | \$32,989                     |
| Office Supplies, Postage                          | \$8,769                      | \$8,769                      | \$8,769                      | \$8,769                      |
| Building Maintenance Supplies and Repair          | \$53,949                     | \$53,949                     | \$53,949                     | \$53,949                     |
| Printing and Reproduction                         | \$161                        | \$161                        | \$161                        | \$161                        |
| Insurance   | \$11,088                     | \$11,088                     | \$11,088                     | \$11,088                     |
| Staff Training                                    | \$11,161                     | \$11,161                     | \$11,161                     | \$11,161                     |
| Staff Travel-(Local & Out of Town)                | \$3,401                      | \$3,401                      | \$3,401                      | \$3,401                      |
| Rental of Equipment                               | \$750                        | \$750                        | \$750                        | \$750                        |
| Consulting/Professional Services                  |                              |                              |                              |                              |
|   |                              |                              |                              |                              |
|   |                              |                              |                              |                              |
| Other   |                              |                              |                              |                              |
| Food Purchase                                     | \$1,316,061                  | \$1,316,061                  | \$1,316,061                  | \$1,316,061                  |
| Food Storage and Distribution                     | \$91,585                     | \$91,585                     | \$91,585                     | \$91,585                     |
| Equipment/Transportation                          | \$348,852                    | \$348,852                    | \$348,852                    | \$348,852                    |
| Occupancy   | \$20,342                     | \$20,342                     | \$20,342                     | \$20,342                     |
| Program Support                                   | \$6,242                      | \$6,242                      | \$6,242                      | \$6,242                      |
| Volunteer Support                                 | \$591                        | \$591                        | \$591                        | \$591                        |
|   |                              |                              |                              |                              |
| Total DAS Operating Expense                       | \$1,930,118                  | \$1,930,118                  | \$1,930,118                  | \$1,930,118                  |
|   |                              |                              |                              | \$7,720,473                  |
| NON-DAS Operating Expenses                        |                              |                              |                              |                              |
| Expenditure Category                              |                              |                              |                              |                              |
| Rental of Property                                | \$26,574                     | \$26,574                     | \$26,574                     | \$26,574                     |
| Utilities(Elec, Water, Gas, Phone, Garbage)       | \$36,258                     | \$36,258                     | \$36,258                     | \$36,258                     |
| Office Supplies, Postage                          | \$9,638                      | \$9,638                      | \$9,638                      | \$9,638                      |
| Building Maintenance Supplies and Repair          | \$59,294                     | \$59,294                     | \$59,294                     | \$59,294                     |
| Printing and Reproduction                         | \$177                        | \$177                        | \$177                        | \$177                        |
| Insurance   | \$12,187                     | \$12,187                     | \$12,187                     | \$12,187                     |
| Staff Training                                    | \$12,266                     | \$12,266                     | \$12,266                     | \$12,266                     |
| Staff Travel-(Local & Out of Town)                | \$3,737                      | \$3,737                      | \$3,737                      | \$3,737                      |
| Rental of Equipment                               | \$824                        | \$824                        | \$824                        | \$824                        |
| Consulting/Professional Services                  |                              |                              |                              |                              |
|   |                              |                              |                              |                              |
|   |                              |                              |                              |                              |
| Other   |                              |                              |                              |                              |
| Food Purchase                                     | \$1,446,455                  | \$1,446,455                  | \$1,446,455                  | \$1,446,455                  |
| Food Storage and Distribution                     | \$100,660                    | \$100,660                    | \$100,660                    | \$100,660                    |
| Equipment/Transportation                          | \$383,417                    | \$383,417                    | \$383,417                    | \$383,417                    |
| Occupancy   | \$22,357                     | \$22,357                     | \$22,357                     | \$22,357                     |
| Program Support                                   | \$6,861                      | \$6,861                      | \$6,861                      | \$6,861                      |
| Volunteer Support                                 | \$650                        | \$650                        | \$650                        | \$650                        |
| Volunteer Time                                    | \$506,250                    | \$506,250                    | \$506,250                    | \$506,250                    |
| Donated Food                                      | \$16,488,900                 | \$16,488,900                 | \$16,488,900                 | \$16,488,900                 |
|   |                              |                              |                              |                              |
|   |                              |                              |                              |                              |
| Total NON-DAS Operating Expense                   | \$19,116,505                 | \$19,116,505                 | \$19,116,505                 | \$19,116,505                 |
|   |                              |                              |                              | \$76,466,020                 |
| Total DAS & NON-DAS Operating Expense             | \$21,046,623                 | \$21,046,623                 | \$21,046,623                 | \$21,046,623                 |
|   |                              |                              |                              | \$84,186,493                 |
| HSA Budget Form (3/24)                            |                              |                              |                              |                              |

|   |                              |                              |                              |                              |                           |
|---|------------------------------|------------------------------|------------------------------|------------------------------|---------------------------|
| Grantee/Contractor: SAN FRANCISCO MARIN FOOD BANK                           |                              |                              |                              | Appendix B, Page 4           |                           |
| Program: FOOD ASSISTANCE PROGRAM  |                              |                              |                              |                              |                           |
| Subcontractors-Pass Thru  |                              |                              |                              |                              |                           |
|   | 7/1/25 - 6/30/26<br>Original | 7/1/26 - 6/30/27<br>Original | 7/1/27 - 6/30/28<br>Original | 7/1/28 - 6/30/29<br>Original | 7/1/25 - 6/30/29<br>Total |
| DAS Consultant/Subcontractor  |                              |                              |                              |                              |                           |
|   |                              |                              |                              |                              |                           |
|   |                              |                              |                              |                              |                           |
| Total DAS Consultant/Subcontractor  |                              |                              |                              |                              |                           |
| DAS Direct Client Pass-Through  |                              |                              |                              |                              |                           |
|   |                              |                              |                              |                              |                           |
|   |                              |                              |                              |                              |                           |
| Total DAS Direct Client Pass-Through  |                              |                              |                              |                              |                           |
| NON-DAS Consultant/Subcontractor  |                              |                              |                              |                              |                           |
|   |                              |                              |                              |                              |                           |
|   |                              |                              |                              |                              |                           |
| Total NON-DAS Consultant/Subcontractor                                      |                              |                              |                              |                              |                           |
| NON-DAS Pass-Through  |                              |                              |                              |                              |                           |
| Pass-Thru for RNC (16,000 bags distributed)                                 | \$119,176                    | \$119,176                    | \$119,176                    | \$119,176                    | \$476,704                 |
| Pass-Thru for GFS (50,400 bags distributed)                                 | \$63,477                     | \$63,477                     | \$63,477                     | \$63,477                     | \$253,908                 |
|   |                              |                              |                              |                              |                           |
| Total NON-DAS Pass-Through  | \$182,653                    | \$182,653                    | \$182,653                    | \$182,653                    | \$730,612                 |
| Total DAS & NON-DAS<br>Consultant/Subcontractor, Direct Client Pass-Through | \$182,653                    | \$182,653                    | \$182,653                    | \$182,653                    | \$730,612                 |
| HSA Budget Form (3/24)  |                              |                              |                              |                              |                           |

## DAS Equipment

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|              |
|--------------|
| Remodeling A |
| Remodeling B |

[illegible]

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

[illegible][illegible]

|         | Remodeling A | Remodeling B |
|---------|--------------|--------------|
| Cost    | \$100,000    | \$120,000    |
| Revenue | \$150,000    | \$180,000    |
| Profit  | \$50,000     | \$60,000     |

[illegible]

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

Grantee/Contractor: San Francisco-Marin Food Bank  
Program: Food Assistance Program (FAP)

The San Francisco Food Bank's food distribution programming includes approx. 190 pantries as well as additional food distribution models (e.g., Home-Delivered Groceries) in San Francisco. Approximately 70 of our Programs, Food Resources, and Operations staff members work collectively to support these food distribution programs. No one person is dedicated to a particular program or pantry. For that reason, we functionally allocate staff expenses using time studies (for Programs staff) and poundage (for Operations and Food Resources staff and expenses). Instead of including the FTE formula for all 70 employees in this table, we have aggregated the salaries allocated to the FAP budget into categories that reflect the work done by staff members in those categories.

Budget Justification--Salaries

| Staffing Category   | FY 25-26    |         |                    |                               |                                   | FY 26-27    |           |                     |                               |            | FY 27-28    |         |                     |                               |           | FY 28-29    |           |                     |                               |         |            |           |
|---|-------------|---------|--------------------|-------------------------------|-----------------------------------|-------------|-----------|---------------------|-------------------------------|------------|-------------|---------|---------------------|-------------------------------|-----------|-------------|-----------|---------------------|-------------------------------|---------|------------|-----------|
|   | Avg. Salary | FTE %   | %FTE Funded by HSA | Program Expense funded by HSA | Program Expense not funded by HSA | Avg. Salary | FTE %     | % FTE Funded by HSA | Program Expense funded by HSA |            | Avg. Salary | FTE %   | % FTE Funded by HSA | Program Expense funded by HSA |           | Avg. Salary | FTE %     | % FTE Funded by HSA | Program Expense funded by HSA |         |            |           |
| Program Development and Management: Senior-level staff tasked with creating new programming, overall management of Food Bank programs, and staffing including agency relations and program support staff.   | \$ 186,342  | 100.00% | 17.47%             | \$ 32,557                     | \$ 35,783                         | \$ 186,342  | 100.00%   | 17.47%              | \$ 32,557                     | \$ 186,342 | 100.00%     | 17.47%  | \$ 32,557           | \$ 186,342                    | 100.00%   | 17.47%      | \$ 32,557 | \$ 186,342          | 100.00%                       | 17.47%  | \$ 32,557  |           |
| Agency Relations: Staff trained to support partner agencies and organize them to run food assistance programs. Agency Relations staff help partners step-by-step through the process of managing a food distribution program, leveraging customer service best practices and people management skills.  | \$ 75,612   | 100.00% | 60.92%             | \$ 46,061                     | \$ 50,625                         | \$ 75,612   | 100.00%   | 60.92%              | \$ 46,061                     | \$ 75,612  | 100.00%     | 60.92%  | \$ 46,061           | \$ 75,612                     | 100.00%   | 60.92%      | \$ 46,061 | \$ 75,612           | 100.00%                       | 60.92%  | \$ 46,061  |           |
| Partner and Participant Support: Staff tasked with coordinating logistics with partner agencies, conducting participant surveys, and providing information & referral services to other food programs as needed.  | \$ 91,303   | 100.00% | 37.70%             | \$ 34,420                     | \$ 37,830                         | \$ 91,303   | 100.00%   | 37.70%              | \$ 34,420                     | \$ 91,303  | 100.00%     | 37.70%  | \$ 34,420           | \$ 91,303                     | 100.00%   | 37.70%      | \$ 34,420 | \$ 91,303           | 100.00%                       | 37.70%  | \$ 34,420  |           |
| Food Sourcing & Allocation: Staff with skills and connections that allow them to bring in high quality donated food and purchase low-cost food from the food industry, managing the inventory and setting menus. They will be responsible for getting appropriate donated and purchased foods to fulfill the menu requirements for the program.                                       | \$ 96,985   | 100.00% | 33.43%             | \$ 32,417                     | \$ 35,629                         | \$ 96,985   | 100.00%   | 33.43%              | \$ 32,417                     | \$ 96,985  | 100.00%     | 33.43%  | \$ 32,417           | \$ 96,985                     | 100.00%   | 33.43%      | \$ 32,417 | \$ 96,985           | 100.00%                       | 33.43%  | \$ 32,417  |           |
| Operations Management: Senior-level staff tasked with managing a complex, nearly 24/7 operation consisting of receiving food, storing it properly, building orders, and delivering them to CBOs on time as well as managing staff including warehouse workers, drivers, and volunteer services staff.   | \$ 137,036  | 100.00% | 50.14%             | \$ 68,707                     | \$ 75,514                         | \$ 137,036  | 100.00%   | 50.14%              | \$ 68,707                     | \$ 137,036 | 100.00%     | 50.14%  | \$ 68,707           | \$ 137,036                    | 100.00%   | 50.14%      | \$ 68,707 | \$ 137,036          | 100.00%                       | 50.14%  | \$ 68,707  |           |
| Warehouse Workers: Staff that receive food deliveries, store and handle the product and build orders for delivery to CBOs.  | \$ 64,798   | 100.00% | 125.34%            | \$ 81,220                     | \$ 89,267                         | ##          | \$ 64,798 | 100.00%             | 125.34%                       | \$ 81,220  | \$ 64,798   | 100.00% | 125.34%             | \$ 81,220                     | \$ 64,798 | 100.00%     | 125.34%   | \$ 81,220           | \$ 64,798                     | 100.00% | 125.34%    | \$ 81,220 |
| Drivers: Our team of drivers are trained to pickup and deliver food to CBOs across the city.  | \$ 70,621   | 100.00% | 133.70%            | \$ 94,421                     | \$ 103,776                        | ##          | \$ 70,621 | 100.00%             | 133.70%                       | \$ 94,421  | \$ 70,621   | 100.00% | 133.70%             | \$ 94,421                     | \$ 70,621 | 100.00%     | 133.70%   | \$ 94,421           | \$ 70,621                     | 100.00% | 133.70%    | \$ 94,421 |
| Volunteer Services: Staff dedicated to recruitment, scheduling and recognition of volunteers as well as volunteer project management. The Food Bank hosts over 25,000 volunteers each year who provide us with close to 150,000 hours of volunteer service (the equivalent of approx. 72 full-time staff) almost all of which is spent sorting, gleaning, and repacking donated food. | \$ 77,785   | 100.00% | 75.64%             | \$ 58,840                     | \$ 64,670                         | \$ 77,785   | 100.00%   | 75.64%              | \$ 58,840                     | \$ 77,785  | 100.00%     | 75.64%  | \$ 58,840           | \$ 77,785                     | 100.00%   | 75.64%      | \$ 58,840 | \$ 77,785           | 100.00%                       | 75.64%  | \$ 58,840  |           |
|   |             |         |                    | \$ 448,642                    |                                   |             |           |                     | \$ 448,642                    |            |             |         |                     | \$ 448,642                    |           |             |           | \$ 448,642          |                               |         | \$ 448,642 |           |

Budget Justification--Operating

|  | FY 25-26      |                        |                 |                               |                                   | FY 26-27      |                        |                 |                               |  | FY 27-28      |                        |                 |                               |  | FY 28-29      |                        |                 |                               |  |
|--|---------------|------------------------|-----------------|-------------------------------|-----------------------------------|---------------|------------------------|-----------------|-------------------------------|--|---------------|------------------------|-----------------|-------------------------------|--|---------------|------------------------|-----------------|-------------------------------|--|
|  | Total Expense | % Allocated to Program | % Funded by HSA | Program Expense funded by HSA | Program Expense not funded by HSA | Total Expense | % Allocated to Program | % Funded by HSA | Program Expense funded by HSA |  | Total Expense | % Allocated to Program | % Funded by HSA | Program Expense funded by HSA |  | Total Expense | % Allocated to Program | % Funded by HSA | Program Expense funded by HSA |  |
| Rental of Property   | \$ 380,483    | 13.34%                 | 6.35%           | \$ 24,178                     | \$ 26,574                         | \$ 380,483    | 13.34%                 | 6.35%           | \$ 24,178                     |  | \$ 380,483    | 13.34%                 | 6.35%           | \$ 24,178                     |  | \$ 380,483    | 13.34%                 | 6.35%           | \$ 24,178                     |  |
| Utilities: Costs projected for 85,000 sq. ft. warehouse, including water service, electric, garbage, and trash/composting  | \$ 475,844    | 14.55%                 | 6.93%           | \$ 32,989                     | \$ 36,258                         | \$ 475,844    | 14.55%                 | 6.93%           | \$ 32,989                     |  | \$ 475,844    | 14.55%                 | 6.93%           | \$ 32,989                     |  | \$ 475,844    | 14.55%                 | 6.93%           | \$ 32,989                     |  |
| Office Supplies/Postage: Costs for office supplies, computer supplies (including software), copier and fax machine supplies and postage  | \$ 124,284    | 14.81%                 | 7.06%           | \$ 8,769                      | \$ 9,638                          | \$ 124,284    | 14.81%                 | 7.06%           | \$ 8,769                      |  | \$ 124,284    | 14.81%                 | 7.06%           | \$ 8,769                      |  | \$ 124,284    | 14.81%                 | 7.06%           | \$ 8,769                      |  |
| Building Maintenance Supplies and Repair: Costs associated with repair and maintenance of the building including janitorial supplies   | \$ 621,691    | 18.22%                 | 8.68%           | \$ 53,949                     | \$ 59,294                         | \$ 621,691    | 18.22%                 | 8.68%           | \$ 53,949                     |  | \$ 621,691    | 18.22%                 | 8.68%           | \$ 53,949                     |  | \$ 621,691    | 18.22%                 | 8.68%           | \$ 53,949                     |  |
| Printing & Reproduction: Costs associated with photocopying as well as production of collateral material   | \$ 2,809      | 12.05%                 | 5.74%           | \$ 161                        | \$ 177                            | \$ 2,809      | 12.05%                 | 5.74%           | \$ 161                        |  | \$ 2,809      | 12.05%                 | 5.74%           | \$ 161                        |  | \$ 2,809      | 12.05%                 | 5.74%           | \$ 161                        |  |
| Insurance: Including general liability, auto, property, directors' and officers', and volunteer coverage   | \$ 177,205    | 13.13%                 | 6.26%           | \$ 11,088                     | \$ 12,187                         | \$ 177,205    | 13.13%                 | 6.26%           | \$ 11,088                     |  | \$ 177,205    | 13.13%                 | 6.26%           | \$ 11,088                     |  | \$ 177,205    | 13.13%                 | 6.26%           | \$ 11,088                     |  |
| Staff Training: Costs associated with trainings and conferences for program staff  | \$ 221,685    | 10.57%                 | 5.03%           | \$ 11,161                     | \$ 12,266                         | \$ 221,685    | 10.57%                 | 5.03%           | \$ 11,161                     |  | \$ 221,685    | 10.57%                 | 5.03%           | \$ 11,161                     |  | \$ 221,685    | 10.57%                 | 5.03%           | \$ 11,161                     |  |
| Staff Travel: Costs associated with travel to and from program sites and other program-related travel  | \$ 60,316     | 11.83%                 | 5.64%           | \$ 3,401                      | \$ 3,737                          | \$ 60,316     | 11.83%                 | 5.64%           | \$ 3,401                      |  | \$ 60,316     | 11.83%                 | 5.64%           | \$ 3,401                      |  | \$ 60,316     | 11.83%                 | 5.64%           | \$ 3,401                      |  |
| Rental of Equipment: Costs associated with renting trucks, material handling equipment, and other equipment needed to support the program  | \$ 8,208      | 19.17%                 | 9.13%           | \$ 750                        | \$ 824                            | \$ 8,208      | 19.17%                 | 9.13%           | \$ 750                        |  | \$ 8,208      | 19.17%                 | 9.13%           | \$ 750                        |  | \$ 8,208      | 19.17%                 | 9.13%           | \$ 750                        |  |
| Food Purchase: Costs associated with purchasing high-value protein and staple items as well as costs associated with procuring donated produce   | \$ 13,196,363 | 20.93%                 | 9.97%           | \$ 1,316,061                  | \$ 1,448,455                      | \$ 13,196,363 | 20.93%                 | 9.97%           | \$ 1,316,061                  |  | \$ 13,196,363 | 20.93%                 | 9.97%           | \$ 1,316,061                  |  | \$ 13,196,363 | 20.93%                 | 9.97%           | \$ 1,316,061                  |  |
| Food Storage and Distribution: General warehouse supplies, repacking boxes and supplies; off-site cold and dry storage.  | \$ 1,003,035  | 19.17%                 | 9.13%           | \$ 91,585                     | \$ 100,660                        | \$ 1,003,035  | 19.17%                 | 9.13%           | \$ 91,585                     |  | \$ 1,003,035  | 19.17%                 | 9.13%           | \$ 91,585                     |  | \$ 1,003,035  | 19.17%                 | 9.13%           | \$ 91,585                     |  |
| Equipment/Transportation: Office, computer, and warehouse equipment purchase and maintenance; fuel and vehicle repair; long-haul contract trucking to deliver food to Food Bank  | \$ 4,184,445  | 17.50%                 | 8.34%           | \$ 348,852                    | \$ 383,417                        | \$ 4,184,445  | 17.50%                 | 8.34%           | \$ 348,852                    |  | \$ 4,184,445  | 17.50%                 | 8.34%           | \$ 348,852                    |  | \$ 4,184,445  | 17.50%                 | 8.34%           | \$ 348,852                    |  |
| Occupancy: Security, fire suppression, and pest control costs  | \$ 378,959    | 11.27%                 | 5.37%           | \$ 20,342                     | \$ 22,357                         | \$ 378,959    | 11.27%                 | 5.37%           | \$ 20,342                     |  | \$ 378,959    | 11.27%                 | 5.37%           | \$ 20,342                     |  | \$ 378,959    | 11.27%                 | 5.37%           | \$ 20,342                     |  |
| Program Support: Miscellaneous costs associated with improving agency capacity and client experience (includes Printing)   | \$ 93,117     | 14.07%                 | 6.70%           | \$ 6,242                      | \$ 6,861                          | \$ 93,117     | 14.07%                 | 6.70%           | \$ 6,242                      |  | \$ 93,117     | 14.07%                 | 6.70%           | \$ 6,242                      |  | \$ 93,117     | 14.07%                 | 6.70%           | \$ 6,242                      |  |
| Volunteer Support: Costs associated with recruitment, scheduling and recognition of volunteers who provide close to 150,000 hours of volunteer service (the equivalent of approx. 72 full-time staff) almost all of which is spent sorting, gleaning, and repacking donated food | \$ 8,519      | 14.56%                 | 6.94%           | \$ 591                        | \$ 650                            | \$ 8,519      | 14.56%                 | 6.94%           | \$ 591                        |  | \$ 8,519      | 14.56%                 | 6.94%           | \$ 591                        |  | \$ 8,519      | 14.56%                 | 6.94%           | \$ 591                        |  |
|  |               |                        |                 | \$ 1,930,118                  |                                   |               |                        |                 | \$ 1,930,118                  |  |               |                        |                 | \$ 1,930,118                  |  |               |                        |                 | \$ 1,930,118                  |  |

Leveraging of Resources and Other Support

The contract will support the operating costs to the Food Bank (budgeted at \$9.24 per bag including 15% indirect costs) of providing weekly distributions of groceries to low-income seniors residing in the City and County of San Francisco. The contract will reimburse the Food Bank \$9.24 each for 310,000 bags annually to approximately 6,000 participants. In addition, the Food Bank will leverage other support as detailed below.

|   | Total Expense |               |               |               |
|---|---------------|---------------|---------------|---------------|
|   | FY 25-26      | FY 26-27      | FY 27-28      | FY 28-29      |
| The Food Bank will support its FAP partner CBOs with grants totalling \$182,653 annually.   |               |               |               |               |
| Pass-Thru for RNC (16,000 bags distributed)   | \$ 119,176    | \$ 119,176    | \$ 119,176    | \$ 119,176    |
| Pass-Thru for GFS (50,400 bags distributed)   | \$ 63,477     | \$ 63,477     | \$ 63,477     | \$ 63,477     |
| DAS support for this program allows the Food Bank to leverage a portion of the estimated 110,000 hours that volunteers spend gleaning, sorting and packaging an estimated 68 million pounds of food distributed annually by the SF-Marin Food Bank. The value of this volunteer support is calculated at San Francisco's FY 24-25 MCO Wage of \$20.25/hr.           |               |               |               |               |
| Volunteer Support (25,000 hrs. @ \$20.25/hr.)   | \$ 506,250    | \$ 506,250    | \$ 506,250    | \$ 506,250    |
| The estimated retail value of the donated food distributed under the contract was recently valued at \$1.97/pound per a validated national study updated annually.  |               |               |               |               |
| Donated Food (27 lbs./bag @ \$1.97/lb.)   | \$ 16,488,900 | \$ 16,488,900 | \$ 16,488,900 | \$ 16,488,900 |
| DAS support covers 96% of the Food Bank's cost for each bag. This \$0.41 difference per bag is covered by the Food Bank through its own fundraising efforts.  |               |               |               |               |
| Uncovered Portion of HSA-Funded Bags (\$0.41 per bag)   | \$ 127,100    | \$ 127,100    | \$ 127,100    | \$ 127,100    |
| The Food Bank also will distribute an additional 230,000 bags annually in excess of its contractual obligation through its FAP partners and other programming at a cost of \$9.65 per bag. These bags meet all eligibility requirements for the program and are not covered by other HSA funding. The Food Bank pays for these through its own fundraising efforts. |               |               |               |               |
| Additional Bags (\$9.65 per bag)  | \$ 2,219,500  | \$ 2,219,500  | \$ 2,219,500  | \$ 2,219,500  |

## Appendix C – Method of Payment

- I. In accordance with Article 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Article 5.1, Maximum Amount of Grant Funds.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>  
  
Grantee may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <https://sf.gov/get-paid-your-vendor-services>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
  - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
  - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  - C. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
  - A. The invoice supplied shall include the total dollar amount claimed for the month.
  - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant.
  - C. The invoice shall show by line item:
    - Budgeted amount (per approved grant budget or modification)
    - Expenses for invoice period
    - Expenses year-to-date
    - % of budget expended
    - Remaining balance
    - Adjustments, including advance payment recovery
    - Program income when specified in the grant agreement.
  - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
  - E. With written approval from SFHSA Program/Contract Manager, Grantee may adjust items within the existing budget of the grant.

F. Supporting Documentation, except as discussed below, need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$10,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to Capital Expenses, Equipment over \$10,000, Direct Client Pass-Thru Funds, or Subcontractor Expenses over \$25,000.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency:                      CFDA or other Identification #:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

- VI. Following SFHSA verification of submitted Invoice with required documentation of incurred expenses via CARBON, SFHSA will authorize payment within 30 calendar days after receipt of the invoice.
- VII. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- VIII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6<sup>th</sup> of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the grant is certified, the Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

- A. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
  - B. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
  - C. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- IX. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.
- X. Timely and Complete Submission of Time Study – Failure to submit required time study by specified deadlines may result in withholding of grant payments.

### Appendix D--Interest in Other City Grants

| <b>City Department or Commission</b>                                 | <b>Date of Grant</b>              | <b>Amount of Grant</b> |
|--|-----------------------------------|------------------------|
| Human Services Agency - CalFresh Outreach                            | October 1, 2023 – June 30, 2027   | \$1,641,461            |
| Human Services Agency - CalFresh Expansion Program                   | July 1, 2023 - September 30, 2025 | \$293,597              |
| Human Services Agency – IFA/PFA                                      | July 1, 2022 – June 30, 2026      | \$2,465,780            |
| Human Services Agency—Home-Delivered Groceries                       | July 1, 2025 – June 30, 2029      | \$3,510,268            |
| Human Services Agency—Emergency Food Box                             | July 1, 2022 – June 30, 2026      | \$268,062              |
| Department of Public Health—HIV/AIDS Food Services                   | July 1, 2016 – June 30, 2026      | \$1,141,370            |
| Dept. of Homelessness & Supportive Housing—Housing First Food Pantry | January 1, 2021 – June 30, 2027   | \$1,857,576            |
| Human Services Agency - Mobile Benefits Office Pilot                 | July 1, 2023 - December 31, 2025  | \$299,945              |



## **Appendix E – Permitted Subcontractors**

None.

## Appendix F – Confidentiality and Privacy of Participant Information

1. In addition to the terms included in Section 12.1 of the Agreement, **Proprietary or Confidential Information of City**, Grantee agrees to further take the following steps to protect the confidentiality and privacy of information it obtains in the course of providing services under this Agreement:
  - 1.1. **Safeguards for Participant Information.** In the course of providing services to members of the public as set forth in this Agreement, Grantee may at times have access to and may collect or retain various kinds of information about people who are participating in and/or receiving services provided by Grantee based on funds received pursuant to this Agreement. Such information includes any information about a person that allows Grantee or would allow anyone else to identify that person by name or other personal characteristics, and it includes but is not limited to the following information about each program participant: name and any aliases; contact information; demographic information; physical description information; photo, video, or audio recordings of the person; medical information; employment information; financial information; and/or any information about services or benefits that person receives from any City, state, or other governmental department or program. To the extent that Grantee keeps any such information associated with people who participate in and/or receive services funded by this Agreement, Grantee must take appropriate steps to protect the confidentiality of such information and to safeguard such information from unauthorized access, use, or disclosure. Such protections must include but are not limited to administrative, physical, and technical safeguards.
  - 1.2. **Assessment of Use of Participant Information.** Grantee agrees to assess how it maintains and uses the program participant information described in Subsection 1.1 above. This assessment should include consideration of all of the following:
    - 1.2.1. How such information is protected;
    - 1.2.2. How use of such information is limited to appropriate purposes;
    - 1.2.3. How such information is stored, including how computer systems are encrypted, how cloud storage or other online services are used, and whether it is stored in data center locations outside the United States of America;
    - 1.2.4. How Grantee's employees, agents, or subcontractors are allowed to use and share such information;
    - 1.2.5. What rules apply to the distribution, sharing, or use of such information outside the services provided under this Agreement;
    - 1.2.6. How Grantee will ensure compliance with any applicable federal, state, and local laws and regulations relating to services funded by this Agreement and participant information kept by Grantee; and
    - 1.2.7. How a participant is allowed to access information held by Grantee about that participant.
  - 1.3. **Notification to City of Loss or Unauthorized Access to Participant Information; Security Breach Notification.** Grantee must comply with all applicable laws that require the notification to individuals in the event of unauthorized release of participant information or other event requiring notification. Regardless of all other such laws and obligations, Grantee

must notify City of any actual, suspected, or potential exposure or misappropriation of participant information (any “Leak”) within seventy-two (72) hours of the discovery of such. Grantee, at its own expense, will reasonably cooperate with law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The obligation to notify the City expressly includes any suspected or potential Leak and not just a confirmed Leak. City retains the sole right to conduct media communications related to such Leak on its own behalf, and Grantee may not communicate with the media on behalf of the City in relation to such Leak. Grantee is also required to use all reasonable efforts to coordinate its response to such Leak with City.

Notifications to City must be made via email to:

San Francisco Human Services Agency Privacy Office: [HSAPrivacyOffice@sfgov.org](mailto:HSAPrivacyOffice@sfgov.org)

Information Security Office: [HSA.IT.Information.Security@sfgov.org](mailto:HSA.IT.Information.Security@sfgov.org)

| Name   | Address                                       | Neighborhood             | Supervisory District | Distro Day | Distro Hours           |
|--|---|--------------------------|----------------------|------------|------------------------|
| District One Food Pantry                         | 741 30th Ave, San Francisco, CA 94121         | Richmond                 | SF-1                 | friday     | 1:00 PM - 3:30 PM      |
| George Peabody RNC                               | 256 7th Ave, San Francisco, CA 94118          | Richmond                 | SF-1                 | monday     | 3:00 PM - 4:00 PM      |
| Lafayette RDNC                                   | 4545 Anza St, San Francisco, CA 94121         | Richmond                 | SF-1                 | tuesday    | 3:00 PM - 4:00 PM      |
| Richmond District YMCA                           | 360 18th Ave, San Francisco, CA 94121         | Richmond                 | SF-1                 | wednesday  | 10am -12pm             |
| Richmond DNC                                     | 741 30th Ave, San Francisco, CA 94121         | Richmond                 | SF-1                 | thursday   | 2:30 PM - 4:00 PM      |
| St. John's Presbyterian Church                   | 25 Lake St, San Francisco, CA 94118           | Richmond                 | SF-1                 | saturday   | 8:00 AM - 9:30 AM      |
| Bayview Church of Christ                         | 1239 Revere Ave, San Francisco, CA 94124      | Bayview                  | SF-10                | thursday   | 12:00 PM - 1:00 PM     |
| Bayview HuntersPoint Foundation Community Market | 1625 Carroll Ave, San Francisco, CA 94124     | Bayview                  | SF-10                | thursday   | 11:30 AM - 1:30 PM     |
| Bayview TLC FRC                                  | 1601 Lane St, San Francisco, CA 94124         | Bayview                  | SF-10                | thursday   | 2:00 PM - 3:00 PM      |
| Calvary Street Village Pantry                    | 1099 Sunnydale Ave, San Francisco, CA 94134   | Vis Valley               | SF-10                | thursday   | 3:00 PM - 4:00 PM      |
| Dr. George Davis Senior Center                   | 1753 Carroll Ave, San Francisco, CA 94124     | Bayview                  | SF-10                | wednesday  | 9:00 AM - 10:15 AM     |
| El Centro Bayview Pantry                         | 1329 Evans Ave, San Francisco, CA 94124       | Bayview                  | SF-10                | friday     | 11AM-12PM              |
| Florence Fang Community Farm                     | 2 Diana St, San Francisco, CA 94124           | Bayview                  | SF-10                | saturday   | 8:30 AM - 10:30 AM     |
| Heritage Homes Pantry                            | 243 Rey St, San Francisco, CA 94134           | Vis Valley               | SF-10                | monday     | 12:30 PM - 1:30 PM     |
| John King Mercy Housing                          | 500 Raymond Ave, San Francisco, CA 94134      | Vis Valley               | SF-10                | tuesday    | 10:00 AM - 11:00 AM    |
| Oakdale NGN                                      | 1065 Oakdale Ave, San Francisco, CA 94124     | Bayview                  | SF-10                | friday     | 1:00 PM - 1:45 PM      |
| T-POPUP SF FRI Cow Palace                        | 2600 Geneva Ave, Daly City, CA 94014          | Vis Valley               | SF-10                | friday     | 9:00 AM - 1:00 PM      |
| T-POPUP SF THURS Cornerstone Church              | 6190 3rd St, San Francisco, CA 94124          | Bayview                  | SF-10                | thursday   | 12:00 PM - 4:00 PM     |
| Visitacion Valley Baptist Church                 | 45 Leland Ave, San Francisco, CA 94134        | Vis Valley               | SF-10                | saturday   | 8:15 AM - 9:15 AM      |
| Dr. George Davis Senior Center                   | 1753 Carroll Ave, San Francisco, CA 94124     | Portola                  | SF-10                | wed        | 9:00 AM-10:20 AM       |
| John King Mercy Housing                          | 500 Raymond Ave, San Francisco, CA 94134      | McLaren Park             | SF-10                | tue        | 10:30 AM-11:00 AM      |
| Calvary Baptist Church                           | 5655 Mission St, San Francisco, CA 94112      | Crocker Amazon           | SF-11                | saturday   | 10:00 AM - 11:00 AM    |
| Excelsior Community Center                       | 4468 Mission St, San Francisco, CA 94112      | Outer Mission            | SF-11                | wednesday  | 3:30 PM - 5:00 PM      |
| Excelsior Strong                                 | 4834 Mission St, San Francisco, CA 94112      | Outer Mission            | SF-11                | wednesday  | 1:00 PM - 7:00 PM      |
| Mission Bay Church                               | 302 Silver Ave, San Francisco, CA 94112       | Outer Mission            | SF-11                | saturday   | 11:00 AM - 12:00 PM    |
| OMI Family Resource Center                       | 1121 Plymouth Avenue, San Francisco, CA 94112 | OMI                      | SF-11                | tuesday    | 10:00 AM - 11:15 AM    |
| OMI Senior Center                                | 65 Beverly St, San Francisco, CA 94132        | OMI                      | SF-11                | thursday   | 9:30 AM - 11:10 AM     |
| Salvation Army All Nations Corps                 | 4000 19th Ave, San Francisco, CA 94132        | OMI                      | SF-11                | tuesday    | 10:00 AM - 11:00 AM    |
| Temple United Methodist Church                   | 65 Beverly St, San Francisco, CA 94132        | OMI                      | SF-11                | wednesday  | 4:00 PM - 6:40 PM      |
| The Good Rural                                   | 5845 Mission St, San Francisco, CA 94112      | Outer Mission            | SF-11                | thursday   | 12:00 PM - 1:00 PM     |
| OMI Senior Center                                | 65 Beverly St, San Francisco, CA 94132        | West of Twin Peaks       | SF-11                | thu        | 9:30 AM-11:10 AM       |
| St. Andrews M. B. Church                         | 2565 Post St, San Francisco, CA 94115         | Western Addition         | SF-2                 | wednesday  | 9:00 AM - 10:00 AM     |
| JFK Towers                                       | 2441 Sacramento St, San Francisco, CA 94115   | Japantown                | SF-2                 | wed        | 10:00 AM-11:00 AM      |
| Menorah Park                                     | 425 Walnut St, San Francisco, CA 94118        | Pacific Heights          | SF-2                 | tue        | 2:00 PM-2:30 PM        |
| Chinatown YMCA NGN                               | 1 Sabin Pl, San Francisco, CA 94108           | Chinatown                | SF-3                 | thursday   | 2:30 PM - 4:00 PM      |
| Chinese Christian Mission                        | 8-14 Ross Alley, San Francisco, CA 94108      | Chinatown                | SF-3                 | tuesday    | 7:00 AM - 9:00 AM      |
| Interfaith Food Pantry                           | 1751 Sacramento St, San Francisco, CA 94109   | Tenderloin               | SF-3                 | saturday   | 9:00 AM - 10:45 AM     |
| Presbyterian Church Chinatown (CCDC)             | 925 Stockton St, San Francisco, CA 94108      | Chinatown                | SF-3                 | saturday   | 11:15 AM - 12:55 PM    |
| Presbyterian Church in Chinatown Second Pantry   | 920 Sacramento St, San Francisco, CA 94108    | Chinatown                | SF-3                 | thursday   | 10:20 AM - 12:00 PM    |
| Salvation Army Chinatown                         | 1450 Powell St, San Francisco, CA 94133       | Chinatown                | SF-3                 | friday     | 1:30 PM - 2:30 PM      |
| T-POPUP SF THU North Beach                       | 750 Greenwich St, San Francisco, CA 94133     | Chinatown                | SF-3                 | thursday   | 9:00 AM - 1:00 PM      |
| Chinatown YWCA Pantry                            | 940 Powell St, San Francisco, CA 94108        | Nob Hill                 | SF-3                 | mon        | 2:00 PM-3:30 PM        |
| Groceries for Seniors                            | 660 California St, San Francisco, CA 94108    | Financial District/South | SF-3                 | wed        | 12:00 PM-1:00 PM       |
| Presbyterian Church Chinatown (CCDC)             | 925 Stockton St, San Francisco, CA 94108      | Nob Hill                 | SF-3                 | sat        | 11:15 AM-12:55 PM      |
| First United Presbyterian Church                 | 1740 Sloat Blvd, San Francisco, CA 94132      | Outer Sunset             | SF-4                 | saturday   | 10:45 AM - 12:00 PM    |
| Grace United Methodist Church                    | 2540 Taraval St, San Francisco, CA 94116      | Inner Sunset             | SF-4                 | friday     | 8:00 AM - 9:40 AM      |
| Sunset Ministry                                  | 3010 Noriega St, San Francisco, CA 94122      | Outer Sunset             | SF-4                 | saturday   | 7:45 AM - 8:45 AM      |
| Sunset Neighborhood Beacon Center                | 3010 Noriega St, San Francisco, CA 94122      | Outer Sunset             | SF-4                 | friday     | 11:30 AM - 12:30 PM    |
| T-POPUP SF FRI A. P. Giannini Middle School      | 2050 41st Ave, San Francisco, CA 94116        | Outer Sunset             | SF-4                 | friday     | 9:00 AM - 1:00 PM      |
| T-POPUP SF FRI San Francisco Drive-Thru          | 511 Buckingham Way, San Francisco, CA 94132   | Outer Sunset             | SF-4                 | friday     | 9:00 AM - 1:00 PM      |
| Bethel A.M.E. Church                             | 916 Laguna St, San Francisco, CA 94115        | Western Addition         | SF-5                 | friday     | 11:00 AM - 1:00 PM     |
| Central Tenderloin Neighborhood Pantry           | 210 Golden Gate Ave, San Francisco, CA 94102  | Tenderloin               | SF-5                 | thursday   | 1:15 PM - 2:15 PM      |
| Jones Memorial United Methodist Church           | 1975 Post St, San Francisco, CA 94115         | Western Addition         | SF-5                 | saturday   | 10:00 AM - 11:00 AM    |
| La Voz Latina Mercadito                          | 470 Ellis St, San Francisco, CA 94102         | Tenderloin               | SF-5                 | friday     | 2:00 PM - 4:30 PM      |
| Macedonia Baptist Church                         | 2135 Sutter St, San Francisco, CA 94115       | Western Addition         | SF-5                 | wednesday  | 10:00 AM - 11:20 AM    |
| Southeast Asian Community Center                 | 875 O'Farrell St, San Francisco, CA 94109     | Tenderloin               | SF-5                 | friday     | 8:30 AM - 10:30 AM     |
| St. Agnes Community Food Pantry                  | 1025 Masonic Ave, San Francisco, CA 94117     | Haight                   | SF-5                 | thursday   | 1:00 PM - 3:00 PM      |
| St. Anthony's Brown Bag                          | 121 Golden Gate Ave, San Francisco, CA 94102  | Tenderloin               | SF-5                 | thursday   | 3:00 PM - 4:00 PM      |
| St. Dominic's Food Pantry                        | 2390 Bush St, San Francisco, CA 94115         | Western Addition         | SF-5                 | monday     | 10:00 AM - 11:00 AM    |
| T-POPUP SF MON Tenderloin                        | 100 Golden Gate Ave, San Francisco, CA 94102  | Tenderloin               | SF-5                 | monday     | 9:00 AM - 1:00 PM      |
| T-POPUP SF TUES Roosevelt Middle School          | 2390 Bush St, San Francisco, CA 94115         | Western Addition         | SF-5                 | tuesday    | 9:00 AM - 1:00 PM      |
| T-POPUP SF WED Rosa Parks Pop-Up                 | 1280 Webster St, San Francisco, CA 94115      | Western Addition         | SF-5                 | wednesday  | 9:00 AM - 1:00 PM      |
| Western Addition FRC Pantry                      | 1530 Buchanan St, San Francisco, CA 94115     | Western Addition         | SF-5                 | friday     | 10:30 AM-11:30 AM      |
| Willie B. Kennedy Pantry                         | 1239 Turk St, San Francisco, CA 94115         | Western Addition         | SF-5                 | monday     | 11:30 AM - 12:15 PM    |
| Youth With A Mission Pantry                      | 357 Ellis St, San Francisco, CA 94102         | Tenderloin               | SF-5                 | thursday   | 1:30 PM - 3:30 PM      |
| Alexander Residence                              | 230 Eddy St, San Francisco, CA 94102          | Tenderloin               | SF-5                 | mon        | 10:30 AM-11:30 AM      |
| Antonia Manor                                    | 180 Turk St, San Francisco, CA 94102          | South of Market          | SF-5                 | thu        | 9:00 AM-9:30 AM        |
| Dorothy Day Community BB                         | 54 McAllister St, San Francisco, CA 94102     | South of Market          | SF-5                 | tue        | 1:30 PM-3:30 PM        |
| Maria Manor                                      | 174 Ellis St, San Francisco, CA 94102         | Financial District/South | SF-5                 | thu        | 9:00 AM-9:30 AM        |
| Mercy Terrace Apartments                         | 333 Baker St, San Francisco, CA 94117         | Golden Gate Park         | SF-5                 | thu        | 11:30 AM-1:00 PM       |
| Polk Geary Senior Center                         | 990 Polk St, San Francisco, CA 94109          | Nob Hill                 | SF-5                 | thu        | 2:00 PM-2:30 PM        |
| Royal Adah Apts                                  | 1240 Fillmore St, San Francisco, CA 94115     | Hayes Valley             | SF-5                 | thu        | 10:30 AM-12:00 PM      |
| Sala Burton Manor                                | 430 Turk St, San Francisco, CA 94102          | Tenderloin               | SF-5                 | mon        | 9:00 AM-10:30 AM       |
| St. Anthony's Brown Bag                          | 121 Golden Gate Ave, San Francisco, CA 94102  | South of Market          | SF-5                 | thu        | 3:00 PM-4:00 PM        |
| China Basin Community Market                     | 1340 4th St, San Francisco, 94158             | Mission Bay              | SF-6                 | wednesday  | 1:00 PM - 5:00 PM      |
| City Team Food Pantry                            | 164 6th St, San Francisco, CA 94103           | South of Market          | SF-6                 | monday     | 10:00 AM - 11:00 AM    |
| Kain Na  | 1340 4th St, San Francisco, CA 94158          | Mission Bay              | SF-6                 | friday     | 1:30 pm - 5:00 pm      |
| One Treasure Island Pantry                       | 850 Avenue I, San Francisco, CA 94130         | Treasure Island          | SF-6                 | tuesday    | 12:30 P.M. - 1:30 P.M. |
| Salvation Army South of Market                   | 360 4th St, San Francisco, CA 94107           | South of Market          | SF-6                 | friday     | 8:15 AM - 9:15 AM      |
| T-POPUP SF THU Bessie Carmichael                 | 7750 Lapu Lapu St, San Francisco, CA 94107    | South of Market          | SF-6                 | thursday   | 9:00 AM - 1:00 PM      |
| Mendelsohn House                                 | 737 Folsom St, San Francisco, CA 94107        | Financial District/South | SF-6                 | tue        | 8:30 AM-9:00 AM        |
| Mission Creek Community                          | 225 Berry St, San Francisco, CA 94158         | Mission Bay              | SF-6                 | thu        | 2:30 PM-3:00 PM        |

|  |  |                                    |      |           |                     |
|--|--|------------------------------------|------|-----------|---------------------|
| Salvation Army South of Market         | 360 4th St, San Francisco, CA 94107          | Financial District/South of Market | SF-6 | fri       | 8:15 AM-9:15 AM     |
| Woolf House                            | 801 Howard St, San Francisco, CA 94103       | South of Market                    | SF-6 | tue       | 8:00 AM-9:00 AM     |
| Covenant Presbyterian Church           | 321 Taraval St, San Francisco, CA 94116      | Inner Sunset                       | SF-7 | saturday  | 9:00 AM - 9:45 AM   |
| Holy Trinity Greek Orthodox Church     | 999 Brotherhood Way, San Francisco, CA 94132 | OMI                                | SF-7 | saturday  | 11:30 AM - 12:50 PM |
| The Father's House                     | 269 Zoo Rd, San Francisco, CA 94132          | Outer Sunset                       | SF-7 | thursday  | 5:00 PM - 6:00 PM   |
| T-POPUP SF SAT Minnie & Lovie Ward     | 55 Frida Kahlo Way, San Francisco, CA 94112  | OMI                                | SF-7 | saturday  | 9:00 AM - 1:00 PM   |
| T-POPUP SF WED Stonestown YMCA         | 501 Buckingham Way, San Francisco, CA 94132  | Outer Sunset                       | SF-7 | wednesday | 12:00 PM - 4:00 PM  |
| Church Street Pantry                   | 152 Church St, San Francisco, CA 94114       | Castro                             | SF-8 | tuesday   | 11:30 AM - 12:50 PM |
| Grace Fellowship Community Church      | 3265 16th St, San Francisco, CA 94103        | Mission                            | SF-8 | saturday  | 1:30 PM - 2:30 PM   |
| Haight Ashbury Food Prog. NGN          | 1525 Waller St, San Francisco, CA 94117      | Haight                             | SF-8 | saturday  | 11:15 AM-1:15PM     |
| Mission YMCA BB                        | 4080 Mission St, San Francisco, CA 94112     | Outer Mission                      | SF-8 | tuesday   | 9:10 AM -11:15 AM   |
| St. Aidan's Episcopal Church           | 101 Gold Mine Dr, San Francisco, CA 94131    | Diamond Heights                    | SF-8 | friday    | 1:00 PM - 2:00 PM   |
| Mission YMCA BB                        | 4080 Mission St, San Francisco, CA 94112     | Outer Mission                      | SF-8 | tue       | 9:10 AM-11:15 AM    |
| Notre Dame Senior Plaza                | 347 Dolores St, San Francisco, CA 94110      | Mission                            | SF-8 | mon       | 9:45 AM-10:30 AM    |
| Bernal Heights Neighborhood Ctr.       | 515 Cortland Ave, San Francisco, CA 94110    | Outer Mission                      | SF-9 | thursday  | 3:30 PM - 4:15 PM   |
| Casa de Barro                          | 3811 Mission St, San Francisco, CA 94110     | Outer Mission                      | SF-9 | saturday  | 8:00 AM - 9:15 AM   |
| CEBC Food Pantry                       | 801 Silver Ave, San Francisco, CA 94134      | Vis Valley                         | SF-9 | saturday  | 12:15 PM - 1:35 PM  |
| Christ for All Nations (CFAN)          | 465 Woolsey St, San Francisco, CA 94134      | Vis Valley                         | SF-9 | saturday  | 12:15 PM - 1:30 PM  |
| El Colibrí                             | 474 Valencia St, San Francisco, CA 94103     | Mission                            | SF-9 | tuesday   | 1:00 PM - 5:00 PM   |
| Iglesia Presbiteriana de la Mision NGN | 3261 23rd St, San Francisco, CA 94110        | Mission                            | SF-9 | friday    | 7:30AM-8:30AM       |
| La Raza Community Resource Center      | 474 Valencia St, San Francisco, CA 94103     | Mission                            | SF-9 | wednesday | 1:00 PM - 5:00 PM   |
| Mission Neighborhood Centers           | 362 Capp St, San Francisco, CA 94110         | Mission                            | SF-9 | wednesday | 9:30 AM - 11:30 AM  |
| Reality SF                             | 1325 Valencia St, San Francisco, CA 94110    | Mission                            | SF-9 | saturday  | 9:00 AM - 10:00 AM  |
| Salvation Army Mission                 | 1325 Valencia St, San Francisco, CA 94110    | Mission                            | SF-9 | thursday  | 9:00 AM - 10:00 AM  |
| St. Peter's Catholic Church            | 2911 24th St, San Francisco, CA 94110        | Mission                            | SF-9 | friday    | 10:30 AM - 11:30 AM |
| The Women's Building                   | 3543 18th St, San Francisco, CA 94110        | Mission                            | SF-9 | monday    | 9:00 AM - 10:00 AM  |
| T-POPUP SF MON MLK Middle School       | 100 Somerset St, San Francisco, CA 94134     | Vis Valley                         | SF-9 | monday    | 9:00 AM - 1:00 PM   |
| Bernal Heights Neighborhood Ctr.       | 515 Cortland Ave, San Francisco, CA 94110    | Portola                            | SF-9 | thu       | 3:30 PM-4:30 PM     |
| Francis of Assisi Community            | 145 Guerrero St, San Francisco, CA 94103     | Hayes Valley                       | SF-9 | mon       | 11:00 AM-11:30 AM   |
| Mission Neighborhood Centers           | 362 Capp St, San Francisco, CA 94110         | Castro/Upper Market                | SF-9 | wed       | 9:30 AM-11:30 AM    |

**City and County of San Francisco  
Human Services Agency**

**Request for Proposals 1176 for:  
Food Assistance Program**



Request for Proposals Issued:  
Pre-Proposal Conference:  
Deadline to Submit Proposals:

November 4, 2024  
November 13, 2024 at 11:00am  
December 19, 2024 at 3:00pm

## Table of Contents

|             |   |           |
|-------------|---|-----------|
| <b>I.</b>   | <b>INTRODUCTION AND SOLICITATION SCHEDULE</b>                         | <b>1</b>  |
| A.          | Introduction  | 1         |
| B.          | Anticipated Term  | 2         |
| C.          | Anticipated Not to Exceed Amount                                      | 2         |
| D.          | Cooperative Agreement   | 3         |
| E.          | Solicitation Schedule   | 3         |
| F.          | Definitions (include the following as applicable; add more as needed) | 3         |
| G.          | Target Population   | 5         |
| <b>II.</b>  | <b>SCOPE OF WORK</b>  | <b>6</b>  |
| A.          | Description of Services   | 6         |
| B.          | Objectives  | 8         |
| C.          | Reporting Requirements  | 9         |
| <b>III.</b> | <b>SUBMISSION REQUIREMENTS</b>  | <b>10</b> |
| A.          | Time and Place for Submission of Proposals                            | 10        |
| B.          | Format  | 10        |
| C.          | Content   | 10        |
| <b>IV.</b>  | <b>PROPOSAL EVALUATION CRITERIA</b>                                   | <b>12</b> |
| A.          | Minimum Qualifications (Pass/Fail)                                    | 12        |
| B.          | Selection Criteria  | 13        |
| <b>V.</b>   | <b>PRE-PROPOSAL CONFERENCE AND GRANT AWARD</b>                        | <b>14</b> |
| A.          | Pre-Proposal Conference   | 14        |
| B.          | Award   | 14        |
| C.          | Written Questions and Requests for Clarification                      | 14        |
| <b>VI.</b>  | <b>TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS</b>                  | <b>15</b> |
| A.          | Inquiries Regarding RFP   | 15        |
| B.          | How to Register as a City Supplier                                    | 15        |
| C.          | Proposal Questions and Submissions                                    | 15        |
| D.          | Proposal Addenda  | 16        |
| E.          | Public Disclosure   | 16        |
| F.          | Limitation on Communications During Solicitation                      | 17        |
| G.          | Proposal Selection Shall Not Imply Acceptance                         | 17        |
| H.          | Cybersecurity Risk Assessment   | 17        |
| I.          | Solicitation Errors and Omissions                                     | 17        |
| J.          | Objections to Solicitation Terms                                      | 17        |
| K.          | Notice of Intent to Award-Required Documentation                      | 18        |
| L.          | Protest Procedures  | 18        |
| M.          | Proposal Term   | 19        |
| N.          | Revision to Proposal  | 19        |
| O.          | Proposal Errors and Omissions   | 19        |
| P.          | Financial Responsibility  | 20        |
| Q.          | Proposer's Obligations under the Campaign Reform Ordinance            | 20        |
| R.          | Reservations of Rights by the City                                    | 20        |
| S.          | No Waiver   | 21        |
| T.          | Other   | 21        |
| U.          | Local Business Enterprise Goals and Outreach                          | 21        |
| <b>VII.</b> | <b>CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS</b>                 | <b>21</b> |
| A.          | Proposers Unable to do Business with the City                         | 22        |
| B.          | Minimum Compensation Ordinance  | 22        |

|              |   |           |
|--------------|---|-----------|
| C.           | First Source Hiring Program               | 22        |
| D.           | Other Social Policy Provisions            | 22        |
| <b>VIII.</b> | <b>GRANT REQUIREMENTS</b>                 | <b>22</b> |
| A.           | Grant Terms and Negotiations              | 22        |
| B.           | Insurance Requirements                    | 23        |
| C.           | Failure to Provide Insurance and/or Bonds | 25        |
| D.           | Compliance with Other Laws                | 25        |
| E.           | HSA/DAS Policy Manuals and Memoranda      | 25        |
| <b>IX.</b>   | <b>RFP COVER PAGE</b>                     | <b>26</b> |
| <b>X.</b>    | <b>PAGE NUMBER FORM</b>                   | <b>27</b> |
|              | Evaluation and Selection Criteria         | 27        |
| <b>XI.</b>   | <b>BUDGET FORMS AND INSTRUCTIONS</b>      | <b>29</b> |

### **Attachments**

- Attachment 1: Grant Agreement (form G-100)
- Attachment 2: Budget Forms
- Attachment 3: Site Chart



## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

The San Francisco Human Services Agency (SFHSA) and the Department of Disability and Aging Services (DAS) announce their intent to seek proposals from nonprofit organizations interested in providing a food assistance program for older adults and adults with disabilities living in the City and County of San Francisco. Food assistance will be provided at no cost to eligible participants, with multiple access points established in each Supervisorial District, focusing on high-need areas and various neighborhoods within those districts. The grantee will procure, store, deliver, and distribute food support on a weekly basis at regularly scheduled distribution sites and times.

This procurement is for an existing service, and the agency awarded the new grant will be required to collaborate with DAS to develop a comprehensive transition plan. This plan is essential to ensure the continuity of services for current consumers when the new grant begins. The successful bidder will work closely with DAS to facilitate a smooth transition, minimizing any disruption to service delivery for consumers during this period.

#### **2. Background**

San Francisco's Department of Disability and Aging Services (DAS) plays a crucial role in funding local organizations that deliver nutrition and wellness programs tailored for older adults and people with disabilities. These programs enhance the quality of life for these populations by fostering health, independence, and overall well-being.

Older adults and individuals with disabilities face heightened risks of food insecurity due to various interrelated factors. Many operate on fixed incomes, such as Social Security or pensions, which may not keep pace with rising living costs, including food prices and housing expenses. Additionally, as individuals age, they often encounter increasing healthcare costs that can consume a substantial portion of their budgets.

Food insecurity among these groups is concerning, as it is closely linked to malnutrition, higher rates of chronic diseases, and poor health outcomes, ultimately threatening their independence. Individuals with low incomes are particularly affected, often lacking access to affordable, nutritious foods in their neighborhoods. This precarious situation forces them to make difficult choices between purchasing healthy foods and meeting other essential needs.

The primary goals of the nutrition support programs funded by DAS are to mitigate the risk of food insecurity and promote health and well-being by providing access to nutritious, culturally relevant, and accessible food resources. Effective food support programs are essential for alleviating food insecurity and supporting overall health, helping to prevent the loss of strength, reduce susceptibility to illness, and decrease the likelihood of requiring emergency health services.

Implementing a food assistance program that offers quality nutrition support at no cost is a critical component of DAS's coordinated effort to combat food insecurity. These programs empower individuals to prepare meals at home while connecting them with additional community resources. Addressing food insecurity among older adults and individuals with

disabilities requires a multifaceted approach that improves access to nutritious food and enhances social support networks.

### **3. Diversity, Inclusion, and Racial Equity**

The San Francisco Human Services Agency (SFHSA) is committed to a culture of inclusion in which our differences are celebrated. Everyone should have what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. The Department believes that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients.

SFHSA is committed to combating systemic racism and disparate impact of governmental services by advancing racial equity in all aspects of our work, ensuring access to services and providing support to communities to ensure their ability to succeed and thrive.

SFHSA seeks to partner with community based organizations that share these values in their organizational culture and program services. The agency sees our contracted community based partners and their work as a means to enhance and further advance efforts to address racial equity and inclusion across San Francisco.

Respondents to this request for proposals must ensure that they clearly demonstrate how these values are exemplified through their organizational and program operations. This should include a description of the organization's plans, strategies, and activities to address racial equity and inclusion among staff and program participants, as well as internal controls to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement.

Additional examples of information to be provided are: the organizational mission or inclusion statements, non-discrimination documents, and/or other supporting documents, community outreach plans, staff training activities on racial equity, and a description of or data on the demographics of staff and program participants.

### **4. Selection Overview**

The City shall award a grant to one Proposer that meets the Minimum Qualifications of this Solicitation and obtains the highest-ranking scores. Responsive Proposals will be evaluated by a panel ("Evaluation Panel") consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein.

#### **B. Anticipated Term**

A grant awarded pursuant to this Solicitation shall have a tentative term of four (4) years from July 1, 2025 to June 30, 2029, subject to annual availability of funds, annual satisfactory of grantee performance, and need. SFHSA reserves the right to enter into grants of a shorter duration.

#### **C. Anticipated Not to Exceed Amount**

**The total estimated annual funding for this RFP is approximately \$2,864,556 per year, which may increase or decrease depending on funding availability. The funding amounts listed in this RFP are anticipated initial funding awards, based on current budget availability.** The source of funding for these services is local funds. Actual awards will be determined by the number of responsive proposals that meet the Department's strategies and objectives, and funding may be less or more. **Please submit budget requests according to the**

**limits in this RFP**, however, SFHSA may negotiate different funding allocations, grant terms, and project goals before finalizing awards. Should additional funding become available, award amounts may be increased significantly beyond the originally anticipated amount at a level commensurate to the details in the RFP.

SFHSA will add Cost of doing business (CODB) escalators to reflect the approved City Budget to the awarded annual amount set forth by the Controller's Office Indexed Rate after contract award. CODB may be adjusted annually as authorized by the San Francisco Board of Supervisors. For the purpose of this solicitation, proposers should submit a flat annual budget that is listed in the prior paragraph. Proposers acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors and it is not entitled to CODB. Proposers assumes all risk of possible non-appropriation or non-certification of funds. For more information regarding the Controller's Policy on Multi-Year Contracting with Inflation Rates for Nonprofit Suppliers Issued:

<https://openbook.sfgov.org/webreports/details3.aspx?id=3366>

All decisions regarding the size, length, and scope of future funding awards are subject to SFHSA approval and budget availability. Some of the service areas may not be funded initially, but the Department may award unfunded proposals within the term of this RFP if funds become available that align with the services proposed. 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 SFHSA. SFHSA reserves the right, in its sole discretion, to not renew funding awards.

#### **D. Cooperative Agreement**

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

#### **E. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change.

| <b>Proposal Phase</b>                | <b>Tentative Date</b>        |
|--------------------------------------|------------------------------|
| Request for Proposals Issued         | November 4, 2024             |
| Pre-Proposal Conference (virtual)    | November 13, 2024 at 11:00am |
| Deadline for Written Questions       | November 18, 2024 at 3:00pm  |
| Deadline to Submit Proposals         | December 19, 2024 at 3:00pm  |
| Tentative Evaluation of Proposals    | December 30, 2024            |
| Tentative Notice of Award            | January 16, 2025             |
| Tentative Date Services are to Begin | July 1, 2025                 |

#### **F. Definitions (include the following as applicable; add more as needed)**

|                                 |   |
|---------------------------------|---|
| Adult with a Disability         | A person 18-59 years of age with a disability.  |
| At Risk of Institutionalization | To be considered at risk of institutionalization, a person must have, at a minimum, one of the following:<br>1) functional impairment in a minimum of two Activities of Daily Living: eating, dressing, transfer, bathing, toileting, grooming; or<br>2) or a medical condition to the extent requiring the level of care |

|   |  |
|---|--|
|   | that would be provided in a nursing facility; or<br>3) be unable to manage his/her own affairs due to emotional and/or cognitive impairment, evidenced by functional impairment in a minimum of three Instrumental Activities of Daily Living: preparing meals, managing money, shopping for groceries or personal items, performing housework, using a telephone.   |
| CARBON                                    | Contracts Administration, Reporting and Billing Online System  |
| City                                      | City and County of San Francisco, a municipal corporation.   |
| CRFC                                      | California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities. (Sec. 113700 et seq., California Health and Safety Code)   |
| Communities of Color                      | An inclusive term and unifying term for persons who do not identify as White, who have been historically and systemically disadvantaged by institutionalized and interpersonal racism.   |
| DAS                                       | Department of Disability and Aging Services  |
| Dietary Guidelines for Americans (DGA)    | Evidence-based food and beverage recommendations for Americans ages two (2) and older that aim to promote health, prevent chronic disease, and help people reach and maintain a healthy weight. Published jointly every 5 years by the U.S. Department of Health and Human Services (HHS) and the U.S. Department of Agriculture (USDA).   |
| Disability                                | Mental, cognitive and/or physical impairments, including hearing and visual impairments, that result in substantial functional limitations in one (1) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, and self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning, and emotional adjustment. (CCR Title 22 Sec. 7630) |
| Food Pantry Site                          | A physical location in the City and County of San Francisco where the grantee, either directly or through partnerships, distributes food support to eligible consumers at no cost.   |
| Food Security Screening                   | A two-question validated screening tool designed to assess an individual's food security status.   |
| Home Delivered Groceries (HDG) Contractor | A community organization funded by DAS to deliver groceries to eligible consumers  |
| Home Delivered Groceries (HDG) Program    | A program funded by DAS to deliver groceries to eligible consumers   |
| LGBTQ+                                    | An acronym/term used to refer to persons who self-identify as non-heterosexual and/or whose gender identity does not correspond to their birth sex. This includes, but is not limited to, lesbian, gay, bisexual, transgender, genderqueer, and gender non-binary.   |
| Limited English-Speaking Proficiency      | Any person who does not speak English well or is otherwise unable to communicate effectively in English because English is not the person's primary language.  |
| Low Income                                | Having income at or below 200% of the federal poverty line as defined by the federal Bureau of the Census and published annually by the U.S. Department of Health and Human Services. Eligibility  |

|                                 |  |
|---------------------------------|--|
|                                 | for program enrollment and participation is not means tested. Consumers self-report income status.   |
| OCP                             | Office of Community Partnerships   |
| Older Adult                     | Person who is 60 years or older, used interchangeably with “senior”  |
| Senior                          | Person who is 60 years or older, used interchangeably with “older adult”   |
| SF DAS GetCare                  | A web-based application that provides specific functionalities for contracted agencies to use to perform consumer intake/assessment/enrollment, record service objectives, run reports, etc.   |
| SFHSA                           | San Francisco Human Services Agency  |
| Socially Isolated               | Having few social relationships and few people to interact with regularly.   |
| SOGI                            | Sexual Orientation and Gender Identity; Ordinance No. 159-16 amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (Chapter 104, Sections 104.1 through 104.9.)                   |
| Supervisory District (District) | There are eleven supervisory districts in the City and County of San Francisco. A map of each district can be found at <a href="https://www.sf.gov/maps">https://www.sf.gov/maps</a>   |
| Unduplicated Consumer (UDC)     | An individual who participates in the food assistance program and their participation is reflected in SF DAS GetCare by the grantee.   |
| Unit of Service (UOS)           | Food support consisting of a selection of items from the USDA-defined food groups, offered in sufficient quantities and variety for an individual to prepare at least seven diverse meals that align with the healthy dietary patterns outlined in the most current version of the Dietary Guidelines for Americans (DGA) and any updates issued by the USDA during the contract term. |

## G. Target Population

This program is designed to serve all ethnicities and populations, with focused expertise to promote the unique cultural needs which have been identified as demonstrating the greatest economic and social need:

- Persons with low income
- Persons who are socially isolated
- Persons with limited English-speaking proficiency
- Persons from communities of color
- Persons who identify as LGBTQ+
- Persons at risk of institutionalization

### Consumer Eligibility

To be eligible for services, consumers must be:

- Resident of San Francisco; **and**
- A person 60 years of age or older or 18-59 years of age living with a disability

## II. SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Proposers should use this description when designing their proposed programs. However, proposers may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected vendor(s) will provide.

### A. Description of Services

The grantee will provide a food assistance program that offers nutritious food support at no cost to eligible older adults and adults with disabilities. The grantee will procure, store, deliver, and distribute food throughout the City and County of San Francisco to eligible consumers through community partnerships. Additionally, the grantee will provide food support to DAS-designated HDG contractors at no cost, ensuring they receive enough to serve the consumers enrolled in their programs.

#### 1. Food Procurement and Standards

- a) Grantee will procure, store, deliver, and distribute food in sufficient quantity and variety to support the service and outcome objectives for the food assistance program.
- b) Grantee will adhere to the California Retail Food Code (CRFC) for all aspects of the food assistance program. Grantee will ensure that all food provided through the program is handled in accordance with federal, state, and local food safety regulations.
- c) Grantee will provide a variety of food items to meet the diverse needs of consumers. Each week, the grantee must offer a selection of items from the main USDA-defined food groups, with a particular emphasis on fresh fruits and vegetables. The selection must be sufficient in quantity and variety to enable individuals to prepare at least seven diverse meals that align with the healthy dietary patterns outlined in the most current version of the Dietary Guidelines for Americans (DGA) and any updates issued by the USDA during the contract term. The grantee will limit foods that contain high amounts of added sugars, saturated fat, and sodium. Additionally, the grantee may provide healthy oils, such as olive oil and oils from nuts and seeds, as well as spices and seasonings.
- d) Grantee will have written guidelines for the procurement of food that will be available to consumers and will employ practices that support the provision of culturally responsive food for the various target populations served through the food assistance program.

| Main USDA Food Groups |  |
|-----------------------|--|
| Vegetables            | Includes fresh, frozen and canned dark green, red and orange vegetables, legumes (beans and peas), starchy vegetables, and others.                                     |
| Fruits                | Includes fresh, canned, frozen, or dried fruits, with an emphasis on variety and fresh.  |
| Grains                | Divided into whole grains (such as whole wheat, brown rice, and oats) and refined grains (such as white bread and pasta). At least half should come from whole grains. |
| Dairy                 | Consists of milk, yogurt, cheese, and fortified soy beverages (emphasis on low-fat or fat-free options).   |
| Protein Foods         | Includes a range of foods such as lean meats, poultry, seafood, eggs, nuts, seeds, and legumes.  |

## **2. Food Distribution and Coordination**

- a) Grantee will provide weekly scheduled distributions of food at pantry sites established and maintained by the grantee to serve eligible consumers accessing the food assistance program. These distributions will take place weekly, unless an alternative program design proposing a different frequency is submitted by the grantee and approved by DAS. The weekly distribution of food at each pantry site will be in sufficient quantity and variety to enable each consumer to prepare at least seven meals that align with a healthy dietary pattern as described in the Dietary Guidelines for Americans. If the distribution frequency is less than once per week or more than once per week, the total amount of food provided must still equate to at least one meal per day for each consumer.
- b) Grantee will facilitate farmers market-style food pantries whenever feasible. Key features of a farmers' market-style food pantry include a variety of fresh seasonal produce and the ability for consumers to choose their own food items.
- c) Grantee will form and maintain partnerships with a variety of community-based organizations, such as churches, schools, supportive housing sites, community centers, and neighborhood groups, to secure physical locations in the City and County of San Francisco for distributing food to consumers and hosting weekly food pantries year-round. Grantee will ensure the partnerships are with community-based organizations who are culturally and linguistically competent to meet the needs of consumers. These partnerships must be formalized through subcontracting agreements or memoranda of understanding.
- d) Grantee will establish food pantry sites in each Supervisorial District, focusing on multiple neighborhoods within those districts whenever possible. The grantee is required to submit a site chart to DAS OCP for approval at the beginning of each fiscal year, identifying the locations of the pantry sites along with their days and hours of operation. Any changes related to a pantry site that may affect consumers must be promptly communicated to DAS OCP, accompanied by an updated site chart for approval. These pantry sites should be in areas that maximize accessibility for the target population, specifically older adults and people with disabilities.
- e) Grantee will provide initial and annual food safety training to community-based organizations that partner to distribute food to consumers and host food pantry sites, ensuring that relevant staff receive this training. Additionally, the grantee will ensure that these partnering organizations have the necessary processes in place to provide food safety training to volunteers before their first shift involving food handling.
- f) Grantee will employ a variety of strategies to connect with target populations and will serve as the primary access point to the food assistance program for consumers and stakeholders, including the DAS Benefits and Resource Hub. The grantee will also maintain a waitlist for DAS consumers as needed, ensuring equitable access to resources.
- g) Grantee will coordinate with designated organizations funded by DAS to provide a home-delivered groceries (HDG) program, supplying food in either pre-packed bags or bulk for delivery to consumers enrolled in their HDG programs.

## **3. Additional Program Requirements:**

- a) Grantee will establish and maintain a consumer enrollment process that includes eligibility verification (residency in San Francisco and status as either an older adult or an adult with a disability), collection of required consumer data, and completion of a food security screening. The grantee will document consumer enrollment in the food

assistance program within SF DAS GetCare, ensuring that all collected data, including information from the food security screening, is accurately recorded.

- b) Grantee will implement a re-enrollment process every two years to ensure ongoing eligibility and accurate data collection. This process will include re-verification of consumer eligibility (residency in San Francisco and status as either an older adult or an adult with a disability), an updated collection of required consumer data, and a new food security screening. The grantee will update consumer records in SF DAS GetCare to reflect any changes in status or information gathered during the re-enrollment process.
- c) Grantee will develop and administer an annual consumer satisfaction survey to capture feedback on program outcomes and service quality. The survey will be reviewed and approved by DAS. The results will be shared with DAS by March 15 each grant year, or on a mutually agreed-upon date. A minimum sample size of 25% of unduplicated consumer enrollment will be required, unless a different percentage is determined to be meaningful based on consultation with DAS, either higher or lower.
- d) Grantee program staff will complete the California Department of Aging (CDA) Security Awareness Training annually. Within 30 days of their start date, any new employee, subcontractor, or volunteer must also complete this training. The grantee will maintain records of staff completion. The grantee shall comply with the applicable privacy and security rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- e) Grantee shall develop a written grievance process for reviewing and resolving service concerns raised by consumers or their authorized representatives regarding DAS-funded programs and their employees or volunteers, in accordance with DAS OCP Policy Memorandum. This process must ensure that consumers have clearly established rights and due process for timely resolution of their concerns.
- f) Grantee shall have written policies and procedures in place for accepting and handling of program income, in accordance with DAS OCP Policy Memorandum.
- g) Grantee will ensure that DAS funding information is prominently displayed on its websites and publications related to the DAS-funded food assistance program, in accordance with DAS OCP Policy Memorandum.
- h) Grantee will arrange for the availability of food to participants during a major disaster where feasible and appropriate.

The minimum units of services to be provided through this funding is 310,000 units of food support in total.

## **B. Objectives**

Respondents should state in measurable, quantifiable terms the service and outcome objectives they will achieve in providing these services. The major purpose of objectives is to measure quantity, quality, and impact of services. In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program's evaluation plan.

### **1. Services Objectives**

As part of the proposal, the respondent will be required to develop specific service objectives that measure the quantity and other aspects of services. The objectives should state the target quantities and match the program services as proposed.

Below are the required service objectives for this program. Proposers should outline deliverables to complete the "TBD" items listed below. Respondents may also propose additional service objectives and provide justifications for them.



A unit of food support is defined as a selection of items from the USDA-defined food groups, offered in sufficient quantities and variety for an individual to prepare at least seven diverse meals that align with the healthy dietary patterns outlined in the USDA Dietary Guidelines for Americans (DGA).

a) **Grantee Commitment:**

- The grantee will provide an estimated **185,000** units of food support to DAS-funded HDG partners. This number is fixed and may change based on the annual service objectives outlined in the contracts of DAS-designated HDG partners.

b) **Food Pantry Support:**

- The Grantee will serve “**TBD**” unduplicated consumers at food pantry sites, which may also be adjusted based on the final number of bags allocated.
- The grantee will provide “**TBD**” units of food support at food pantry sites. This number may be adjusted based on the final number of bags allocated to DAS-funded HDG partners.

## **2. Outcome Objectives**

As part of the proposal, the respondent will be required to develop specific outcome objectives that demonstrate and measure the impact, outcomes, or results of services. Both quantitative and qualitative analysis shall be applied to measure program efficiency and effectiveness. The outcome objectives specified below will be required for each grant.

- a) Consumers rate the quality of food they received as excellent or good. Target: 85%
- b) Consumers feel less worried about getting enough food to meet their needs. Target 85%
- c) Consumers report increased consumption of fruits, vegetables, and/or whole grains. Target: 75%.
- d) Consumers report the food support they received helps them live stably in the community. Target: 85%.

Based on an annual consumer satisfaction survey with sample size of at least 25% of enrolled unduplicated consumers.

## **C. Reporting Requirements**

- a) Grantee shall enter all service objectives into the SF DAS GetCare Service Unit section by the 5th working day of the month for the preceding month.
- b) Grantee shall enter monthly reports and metrics into the CARBON database system by the 15th of the following month, ensuring the accuracy and timeliness of these entries. Each report must include:
  - The number of unduplicated consumers served
  - The total units of service provided
- c) Grantee shall enter the annual outcome objective metrics into the CARBON database by the 15th of the month following the end of the program year.
- d) Grantee shall issue a Fiscal Closeout Report at the end of each fiscal year. This report is due to SFHSA no later than July 31 of each grant year and must be submitted through the CARBON system.
- e) Grantee shall provide DAS OCP with summary reports of Sexual Orientation and Gender Identity (SOGI) data collected during the year, to be submitted two times per year. The due dates for these reports are July 10 and January 10.

- f) Grantee shall develop and deliver ad hoc reports as requested by SFHSA and DAS.

### **III. SUBMISSION REQUIREMENTS**

#### **A. Time and Place for Submission of Proposals**

Proposers shall submit one (1) electronic pdf copy of the proposal and one (1) electronic Excel copy of the budget to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org). Electronic file title should include RFP number, agency name, number of files submitted i.e. 1 of 4. Proposals must be received by 3:00 p.m. on December 19, 2024. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

**Department staff will confirm receipt of all Respondent submissions within one (1) business day after the deadline for receipt noted above.**

#### **B. Format**

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel); typed in a 12-point serif font (i.e. Times New Roman, not Arial); text should be double-spaced and unjustified (i.e., with a ragged-right margin); page margins should be at least 1" on all sides (excluding headers and footers).

#### **C. Content**

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals by the Proposal Evaluation Panel. The Respondent must ensure that the proposal addresses the Selection Criteria.

##### **1. Table of Contents**

Each proposal package should contain a complete table of contents showing page numbers. All pages in the package must be numbered consecutively, and major sections must be indexed.

##### **2. RFP Cover Page – (use form provided in Section IX)**

Submit the cover page signed by a person authorized to obligate the organization to perform the commitments contained in the proposal. Submission of this document will constitute a representation by the organization that the organization is willing and able to perform the commitments contained in the proposal.

##### **3. Minimum Qualifications – up to 3 pages**

All agencies submitting proposals for funding must provide a *Minimum Qualifications Documentation* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for proposal review/award. (refer to section IV, Item A)

##### **4. Contracts/Grants (both public and private) – up to 2 pages**

Agencies should submit a statement listing relevant contracts and grants with a description of the services which have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract or grant,

including details and dates. Include any unresolved and/or outstanding findings from any program or fiscal/compliance visits done by the City. If no outstanding issues, provide a statement that your agency is in full compliance with program and fiscal monitoring. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

**5. Organizational Capacity – up to 5 pages (not including resumes/job descriptions)**

Description of your agency's ability to deliver the services proposed in this RFP. In addition, please address the following:

- a) Briefly explain how your organization is qualified to implement the proposed services. Demonstrate your management/supervisory infrastructure, as well as your administrative/financial capacity to deliver the proposed services.
- b) Describe your experience with/history of successfully providing these services, and serving this population/community. Describe recently completed projects, including quality, requirements, timelines, and/or success. Demonstrate ability to implement new programming and/or services.
- c) Describe the staffing patterns needed to provide the proposed services. Clearly identify whether services will be performed by existing staff or by proposed staff. Attach job descriptions and resumes of key program staff and clearly identify which staff position they occupy. Provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Describe relevant staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.
- d) A description of the organization's plans, strategies, and activities to address racial equity, cultural competence and inclusion among staff and program participants, as well as internal controls to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement, including cultural and linguistic competencies, related to working with the identified Target Population and the envisioned program design. Describe agency's language and cultural capacity.

**6. Program Approach – up to 10 pages**

Description of your agency's specific program approach to deliver the services proposed in this RFP. In addition, please address the following:

- a) Describe your specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives). Describe the linkages that will connect clients to services.
- b) Identify the proposed site that will be made available for the target population. Explain how the facility/site is appropriate for the services proposed. Describe plan for location and hours of programming and/or services. Include Site Chart.
- c) Identify any subcontractors and describe their responsibilities in the delivery of services. Provide MOU or letter of intent.
- d) List and explain the specific service and outcome objectives to be accomplished and how they will be measured. Describe methods for data collection, documentation, and reporting on service and outcome objectives.
- e) Describe the proposed model for clients to offer input regarding program design, service delivery and program operations.

**7. Fiscal Capacity (Budget) – up to 6 pages on form provided (excluding cost allocation plan and audited financial statement)**

Please refer to the instructions outlined in Section XI and use only SFHSA approved budget forms. Provide Cost Allocation Plan and current audited financial statements. SFHSA intends to award this grant to respondents that it considers will provide the best overall program services at a reasonable pricing structure. SFHSA reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Using the budget forms, please provide the direct expenses for all proposed costs to be supported through this grant. Respondents must also provide a Budget Justification that clearly explains the basis for each expense listed in the budget.

Discuss any planned leveraging of other resources (i.e., fund raising, in-kind contributions, volunteers, etc.), if any, to support the program approach proposed. Identify external resources committed to this program, including in-kind resources designated solely for this program. Assign a dollar value for all external resources.

**8. Completed Page Number Form (refer to Section X)**

**IV. PROPOSAL EVALUATION CRITERIA**

**A. Minimum Qualifications (Pass/Fail)**

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

| MQ #       | Description  |
|------------|--|
| <b>MQ1</b> | Proposer has three years of experience providing nutrition support or similar services to the target population of older adults and people with disabilities as described in the RFP.  |
| <b>MQ2</b> | A nonprofit organization with a 501(c)(3) determination and/or equivalent.   |
| <b>MQ3</b> | Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.   |
| <b>MQ4</b> | Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.  |
| <b>MQ5</b> | Proposer has three years of experience operating a large-scale food assistance program as described in this RFP, providing at least 300,000 bags/boxes of food annually on a weekly distribution schedule or similar, to individuals at no cost and in sufficient variety and quantity to prepare meals at home. |

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the grant.

**Please note:** Agencies submitting proposals that have previously contracted with the City and County of San Francisco and/ or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP. **Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.** Provide a statement of any unresolved and/or outstanding findings from any program or fiscal/compliance visits done by the City. If no outstanding issues, provide a statement that your agency is in full compliance with program and fiscal monitoring. (Refer to section III.C.4)

## **B. Selection Criteria**

The proposals will be evaluated by a selection committee comprised of parties with expertise in the service areas identified in this RFP. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

### Total Possible Points: 100

#### Organizational Capacity (40 points)

- 1) Did respondent explain how the organization is qualified to implement the proposed services? Did they demonstrate the management/supervisory infrastructure, as well as the administrative/financial capacity to deliver the proposed services? (10 points)
- 2) Did respondent describe experience with/history of successfully providing these services, and serving this population/community? Were recently completed projects listed, detailing quality, requirements, timelines, and/or success? Did they demonstrate ability to implement new programming and/or services? (15 points)
- 3) Based on the staffing patterns described, will the program be sufficiently staffed? Based on job descriptions and qualifications, does the staff have the necessary skill, training, and experience to successfully provide the services to these clients and community? Do job descriptions include appropriate experience/qualifications for the project, realistic description of tasks to be performed, reasonable workload/ work schedule? Were relevant staff training plans clearly described? (10 points)
- 4) Does the agency clearly demonstrate how racial equity and cultural competence values are exemplified through their organizational and program operations? This should include a description of the organization's plans, strategies, and activities to address racial equity and inclusion among staff and program participants, as well as internal controls to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement. Do they address the agency's language and cultural capacity? (5 points)

#### Program Approach (35 points)

- 1) Does the respondent clearly describe the agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP? Did they address Target Population, Scope of Work, and Service/Outcome Objectives? Does the respondent clearly describe the linkages that will connect clients to services? (15 points)

- 2) Is the proposed facility/site that will be made available for the target population appropriate for the services proposed? Does respondent have a plan for location and hours of programming and/or services? Did respondent include a Site Chart? (5 points)
- 3) Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, documentation, and reporting on service and outcome objectives? Are any subcontractors identified? If so, are their responsibilities in the delivery of services clearly defined? Did respondent provide an MOU or letter of intent? (10 points)
- 4) Does the proposed model include methods for clients to offer input regarding program design, service delivery and program operations? (5 points)

Fiscal Capacity (25 points)

- 1) Does the budget reflect sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate)? Is the budget correct and easy to understand? (10 points)
- 2) Are the overall costs reasonable, and competitive with other proposals? Are specific costs reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)
- 3) Does respondent describe their ability to leverage other resources for this program, either from in-kind, and/or external resources? Does the proposal reflect the effective use of organizational resources/external resources, including funds leveraged exclusively for this program? (5 points)

## **V. PRE-PROPOSAL CONFERENCE AND GRANT AWARD**

### **A. Pre-Proposal Conference**

Proposers are encouraged to attend a Pre-Proposal Conference on November 13, 2024, at 11:00am to be held via teleconference. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI. A.

### **B. Award**

SFHSA will select a proposer with whom Agency staff shall commence grant negotiations. The selected proposal will be part of the final grant and will be used as a starting point for negotiations. The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further negotiations and approvals before the City may be legally bound thereby. SFHSA may negotiate modifications after the bid/proposal has been selected to assure that all necessary program requirements are covered before the grant is signed. If a satisfactory grant cannot be negotiated in a reasonable time, SFHSA, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin grant negotiations with the next highest ranked proposer.

### **C. Written Questions and Requests for Clarification**

Proposers are encouraged to submit written questions to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org). All questions will be addressed and any available new information will be

provided in writing via email to proposers. All written questions must be submitted on or prior to November 18, 2024 at 3pm.

## **VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. Inquiries Regarding RFP**

All inquiries regarding the RFP or clarification of the RFP, must be directed to:

[Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org)

### **B. How to Register as a City Supplier**

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

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

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

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

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **San Francisco Labor Code 131 and 132 Inquiries:** For questions concerning the San Francisco Labor Code 131 and 132 Equal Benefits and Non-Discrimination in Contracting requirements, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd)

### **C. Proposal Questions and Submissions**

#### **1. Proposer Questions and Requests for Clarification**

Proposers shall address any questions regarding this Solicitation to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org). Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org) no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

#### **2. Proposal Format**

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel); typed in a 12-point serif font (i.e. Times New Roman, not Arial); text should be double-spaced and unjustified (i.e., with a ragged-right margin); page margins should be at least 1" on all sides (excluding headers and footers). Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

### 3. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal and one (1) electronic Excel copy of the budget to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org). Electronic file title should include RFP number, agency name, number of files submitted i.e., 1 of 4. Proposals must be received by 3pm, on December 19, 2025. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

**Department staff will confirm receipt of all Respondent submissions within one (1) working day after the deadline for receipt noted above.**

#### D. Proposal Addenda

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

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

#### E. Public Disclosure

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

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



## **F. Limitation on Communications During Solicitation**

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

## **G. Proposal Selection Shall Not Imply Acceptance**

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

## **H. Cybersecurity Risk Assessment**

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

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

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

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

## **I. Solicitation Errors and Omissions**

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

## **J. Objections to Solicitation Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to

the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

#### **K. Notice of Intent to Award-Required Documentation**

After the City issues a Notice of Intent to Award, and before award, if requested by the City, the successful Proposer must possess all qualifications required for the contract. Any failure to demonstrate satisfaction of one or more of following requirements, if requested by the City, will be considered sufficient for the disqualification of the Proposer as nonresponsive and will entitle the City to terminate negotiations and move to the next highest ranked Proposer for award.

1. Proposer is registered in the System of Award Management (SAM) and has no exclusions (<https://usfcr.com/search-sam-cage-duns/>) ;
2. Proposer is in good standing with the California Secretary of State (<https://bizfileonline.sos.ca.gov/search/business>);
3. Proposer is in good standing with the Franchise Tax Board (<https://webapp.ftb.ca.gov/eletter/?Submit=Check+Status>);
4. Proposer is in good standing with the Internal Revenue Service (<https://apps.irs.gov/app/eos/>) ;
5. Proposer is in good standing with California Attorney General's Registry of Charitable Trusts (<https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>)
  - a. To receive a grant under this Solicitation, any nonprofit proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of grant execution and must remain in good standing during the term of the agreement. Upon request, proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If proposer will use any nonprofit subgrantees to perform the agreement, proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement.

**Note: Proposer's failure to remain in good standing with the above after award will entitle the City to immediately terminate the contract for default with no opportunity for the Proposer to cure.**

#### **L. Protest Procedures**

##### **1. Protest of Non-Responsiveness Determination**

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

##### **2. Protest of Award**

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a

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

### **3. Protest of Contract Award**

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

### **4. Delivery of Protests**

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by email to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org) and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

Executive Director  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120  
[Trent.Rhorer@sfgov.org](mailto:Trent.Rhorer@sfgov.org)

### **M. Proposal Term**

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

### **N. Revision to Proposal**

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

### **O. Proposal Errors and Omissions**

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

## **P. Financial Responsibility**

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

## **Q. Proposer's Obligations under the Campaign Reform Ordinance**

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

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

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

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

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

## **R. Reservations of Rights by the City**

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

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or

requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;

5. Procure any materials, equipment or services specified in this Solicitation by any other means; or

6. Determine that the subject goods or services are no longer necessary.

#### **S. No Waiver**

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

#### **T. Other**

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

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
- c. Delivery time(s).

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

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

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

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

#### **U. Local Business Enterprise Goals and Outreach**

Per Section 14B.2 of the Admin Code, Chapter 14B requirements do not apply to grants, whether funded by the City or by Federal or State grant funds, to a nonprofit entity to provide services to the community.

### **VII. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). These Social and Economic Policy Requirements set forth below, which Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

**A. Proposers Unable to do Business with the City**

**1. Generally**

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

**2. San Francisco Labor and Employment Code Article 131.2**

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Article 131.2(b) of the San Francisco Labor and Employment Code.

**B. Minimum Compensation Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <https://www.sf.gov/information/minimum-compensation-ordinance>.

**C. First Source Hiring Program**

A proposer selected pursuant to this solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this agreement and an awarded proposer is subject to the enforcement and penalty provisions in Chapter 83.

**D. Other Social Policy Provisions**

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

**VIII. GRANT REQUIREMENTS**

**A. Grant Terms and Negotiations**

The successful Proposer will be required to enter into the Agreement in the form attached hereto as Attachment 1, City's Proposed Agreement Terms. **City's Proposed Agreement Terms are attached in the Attachment 1: Grant Agreement (form G-100).** However, Proposers may identify those contract terms to which they object as part of the questions they submit by the Questions Due Date. City shall evaluate all objections and determine what, if any changes, will

be incorporated into City's Contract Terms prior to the Proposal Due Date. Any such changes will be made known to all Proposers through an Addendum to this Solicitation. Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

## **B. Insurance Requirements**

1. Types and Amounts of Coverage. Without limiting Grantee's liability, Grantee shall maintain in force, during the full term of the grant agreement, insurance in the following amounts and coverages. Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract:
  - 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 \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**
  - c. Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

If professionals are used as part of the grant agreement, professional liability will be required:

- d. Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

Grantees that will provide technology type services must provide Technology Errors and Omissions Liability insurance. Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract:

- e. Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
    - i. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, confidential social service information, protected

- health information or other personally identifying information, stored or transmitted in electronic form;
  - ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
  - iii. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
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.
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.
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.
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.
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.

7. Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
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.
9. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy 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.
10. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

#### **C. Failure to Provide Insurance and/or Bonds**

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the RFP is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

#### **D. Compliance with Other Laws**

Proposers 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 the Grant Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

#### **E. HSA/DAS Policy Manuals and Memoranda**

<https://www.sfhsa.org/partner/policies-and-procedures>

## IX. RFP COVER PAGE

**NAME OF ORGANIZATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DIRECTOR:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CITY SUPPLIER ID (IF KNOWN)** \_\_\_\_\_

**FEDERAL EMPLOYER  
IDENTIFICATION NUMBER (FEIN):** \_\_\_\_\_

**AMOUNT REQUESTED:** \$ \_\_\_\_\_

I understand that the San Francisco Human Services Agency (SFHSA) reserves the right to modify the specifics of this application at the time of funding and/or during the grant negotiation; that a grant may be negotiated for a portion of the amount requested; and that there is no grant until a written grant has been signed by both parties and approved by all applicable City Agencies. Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

Signature of authorized representative(s):

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

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

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

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

Submit an electronic copy to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org)

## X. PAGE NUMBER FORM

This form is to assist the review panel in finding the information in the Proposal that corresponds to the evaluation criteria. For each item listed below, please list the page number(s) where the reviewer may find the answer(s) to the criteria.

|      | <b>Evaluation and Selection Criteria</b>  |                |
|------|---|----------------|
|      | <b>Minimum Qualifications</b>   | Page Number(s) |
| MQ1. | Proposer has three years of experience providing nutrition support or similar services to the target population of older adults and people with disabilities as described in the RFP.   |                |
| MQ2. | A nonprofit organization with a 501(c)(3) determination and/or equivalent   |                |
| MQ3. | Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.  |                |
| MQ4. | Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.   |                |
| MQ5. | Proposer has three years of experience operating a large-scale food assistance program as described in this RFP, providing at least 300,000 bags/boxes of food annually on a weekly distribution schedule or similar, to individuals at no cost and in sufficient variety and quantity to prepare meals at home.  |                |
|      | <b>Organizational Capacity (40 points)</b>  |                |
| A1.  | Does respondent explain how the organization is qualified to implement the proposed services? Did they demonstrate the management/supervisory infrastructure, as well as the administrative/financial capacity to deliver the proposed services? (10 points)  |                |
| A2.  | Did respondent describe experience with/history of successfully providing these services, and serving this population/community? Were recently completed projects listed, detailing quality, requirements, timelines, and/or success? Did they demonstrate ability to implement new programming and/or services? (15 points)  |                |
| A3.  | Based on the staffing patterns described, will the program be sufficiently staffed? Based on job descriptions and qualifications, does the staff have the necessary skill, training, and experience to successfully provide the services to these clients and community? Do job descriptions include appropriate experience/qualifications for the project, realistic description of tasks to be performed, reasonable workload/ work schedule? Were relevant staff training plans clearly described? (10 points)   |                |
| A4   | Does the agency clearly demonstrate how racial equity and cultural competence values are exemplified through their organizational and program operations? This should include a description of the organization's plans, strategies, and activities to address racial equity and inclusion among staff and program participants, as well as internal controls to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement. Do they address the agency's language and cultural capacity? (5 points) |                |

|     |  |  |
|-----|--|--|
|     | <b>Program Approach (35 points)</b>  |  |
| B1. | Does the respondent clearly describe the agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP? Did they address Target Population, Scope of Work, and Service/Outcome Objectives? Does the respondent clearly describe the linkages that will connect clients to services? (15 points)          |  |
| B2. | Is the proposed facility/site that will be made available for the target population appropriate for the services proposed? Does respondent have a plan for location and hours of programming and/or services? Did respondent include a Site Chart? (5 points)  |  |
| B3. | Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, documentation, and reporting on service and outcome objectives? Are any subcontractors identified? If so, are their responsibilities in the delivery of services clearly defined? Did respondent provide an MOU or letter of intent? (10 points) |  |
| B4. | Does the proposed model include methods for clients to offer input regarding program design, service delivery and program operations? (5 points)   |  |
|     | <b>Fiscal Capacity (25 points)</b>   |  |
| C1. | Does the budget reflect sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate)? Is the budget correct and easy to understand? (10 points)   |  |
| C2. | Are the overall costs reasonable, and competitive with other proposals? Are specific costs reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)  |  |
| C3. | Does respondent describe their ability to leverage other resources for this program, either from in-kind, and/or external resources? Does the proposal reflect the effective use of organizational resources/external resources, including funds leveraged exclusively for this program? (5 points)  |  |

## **XI. BUDGET FORMS AND INSTRUCTIONS**

Budgets should be submitted in the standard SFHSA format. Forms are available at:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

Click on “Human Services Agency” in the Department drop-down menu and then click the link for this RFP.

The attached spreadsheets are in Excel. There are six (6) tabs: Budget Summary, Salaries and Benefits, Operating-Direct, Subcontractors-Pass Thru, Capital Expenses, and Justification.

Please note these must all be clearly and easily attributable to the specific program being funded.

The Budget Justification should be a narrative, providing detailed information and calculations supporting the amount allocated for each budget line item. Please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the grant term, etc. For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the basis for the percentage of FTE allocated to the activity, and the mathematical computation used to arrive at the total dollar amount. Also list everything being included under Fringe Benefits.

The Cost Allocation Plan is required. Respondents must follow the City’s cost allocation guidelines for nonprofit grantees, which largely follow those described by Generally Accepted Accounting Principles (GAAP) and in Federal OMB Circular A-122. The plan should include how indirect costs were calculated.

For any proposed Subcontracts over \$25,000, attach a separate detailed Subcontracting budget using the standard SFHSA format. Provide a brief explanation of the subcontracting arrangement, as well as a budget breakdown. Please note, the total subcontractor budget amount should appear on the Subcontractors-Pass Thru sheet.

Indirect rates are not allowable on Subcontractor indirect expenditures, Subcontracts over \$25,000, Capital Expenses, or Direct Client Pass-Through payments: aid payments, direct voucher payments, or any stipend, subsidy or expense paid on behalf of a client (i.e., security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list.

**These guidelines provide general information.** If further clarification or technical assistance is required, email [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org) on or prior to November 18, 2024 at 3pm.



**SFMFB Board of Directors  
FY25 Roster**

**Jonathan Walker, Chair**  
**Pepe Gonzalez, Vice-Chair**  
**Cigdem Gender**  
**Barbara Rosston**  
**Jessica Berg**  
**Noelle Bonner**  
**Joseph Saenz**  
**Hilary Seligman**  
**Randy Gottfried**  
**Stephen Pearce**  
**Linda Shiue**  
**Uma Sinha**  
**Dianna Cavagnaro**  
**Tara Seracka**  
**Ansaf Kareem**  
**Beth Roy Jenkyn**  
**Horace Montgomery**  
**Jeffrey Schoppert**  
**Judy Young**  
**Alok Agrawal**  
**Ashley Cheun Sridhar**  
**Cynthia Gaylor**  
**Mary Herald**  
**Grace Park**



## 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](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 250379

Bid/RFP #: 1176

### 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

Original

##### DATE OF ORIGINAL FILING (for amendment only)

##### AMENDMENT DESCRIPTION – Explain reason for amendment

#### 2. CITY ELECTIVE OFFICE OR BOARD

##### OFFICE OR BOARD

Board of Supervisors

##### NAME OF CITY ELECTIVE OFFICER

Members

#### 3. FILER'S CONTACT

##### NAME OF FILER'S CONTACT

Angela Calvillo

##### TELEPHONE NUMBER

415-554-5184

##### FULL DEPARTMENT NAME

Office of the Clerk of the Board

##### EMAIL

Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

##### NAME OF DEPARTMENTAL CONTACT

Emmy Miller

##### DEPARTMENT CONTACT TELEPHONE NUMBER

415-557-6635

##### FULL DEPARTMENT NAME

045 Human Services Agency

##### DEPARTMENT CONTACT EMAIL

emmy.miller@sfgov.org

| 5. CONTRACTOR   |   |
|---|---|
| <b>NAME OF CONTRACTOR</b><br>San Francisco Marin Food Bank  | <b>TELEPHONE NUMBER</b><br>415-282-1900 |
| <b>STREET ADDRESS (including City, State and Zip Code)</b><br>900 Pennsylvania Ave, San Francisco, CA 94107 | <b>EMAIL</b>                            |

| 6. CONTRACT  |  |  |
|--|--|--|
| <b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>  | <b>ORIGINAL BID/RFP NUMBER</b><br>1176 | <b>FILE NUMBER (If applicable)</b><br>250379 |
| <b>DESCRIPTION OF AMOUNT OF CONTRACT</b><br>\$12,604,048   |  |  |
| <b>NATURE OF THE CONTRACT (Please describe)</b><br><p>New grant agreement with San Francisco Marin Food Bank for the period of 7/1/2025 through 6/30/2029, in the amount of \$11,458,225 plus a 10% contingency for a total amount not to exceed \$12,604,048. The purpose of this grant is to provide food support to eligible older adults and adults with disabilities through community partnerships, both at food pantry sites and through home delivery.</p> |  |  |

| 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<br>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  | walker                         | Jonathan   | Board of Directors |
| 2  | Gonzalez                       | Pepe       | Board of Directors |
| 3  | Rosston                        | Barbara    | Board of Directors |
| 4  | Berg                           | Jessica    | Board of Directors |
| 5  | Bonner                         | Noelle     | Board of Directors |
| 6  | Saenz                          | Joseph     | Board of Directors |
| 7  | Seligman                       | Hillary    | Board of Directors |
| 8  | Gottfried                      | Randy      | Board of Directors |
| 9  | Pearce                         | Stephen    | Board of Directors |
| 10 | Shiue                          | Linda      | Board of Directors |
| 11 | Sinha                          | Uma        | Board of Directors |
| 12 | Cavagnaro                      | Dianna     | Board of Directors |
| 13 | Seracka                        | Tara       | Board of Directors |
| 14 | Kareem                         | Ansaf      | Board of Directors |
| 15 | Roy Jenkyn                     | Beth       | Board of Directors |
| 16 | Montgomery                     | Horace     | Board of Directors |
| 17 | Schoppert                      | Jeffrey    | Board of Directors |
| 18 | Young                          | Judy       | Board of Directors |
| 19 | Agrawat                        | Alok       | Board of Directors |

**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                    |
|----|--------------------------------|------------|-------------------------|
| 20 | Cheun Shridhar                 | Ashley     | Board of Directors      |
| 21 | Gaylor                         | Cynthia    | Board of Directors      |
| 22 | Herald                         | Mary       | Board of Directors      |
| 23 | Crosby                         | Tanis      | CEO                     |
| 24 | Abbot                          | Barbara    | Other Principal Officer |
| 25 | Braude                         | Michael    | CFO                     |
| 26 | Brooks                         | Sean       | Other Principal Officer |
| 27 | Lim-Tepper                     | Noriko     | Other Principal Officer |
| 28 | Wirkkala                       | Michael    | COO                     |
| 29 |                                |            |                         |
| 30 |                                |            |                         |
| 31 |                                |            |                         |
| 32 |                                |            |                         |
| 33 |                                |            |                         |
| 34 |                                |            |                         |
| 35 |                                |            |                         |
| 36 |                                |            |                         |
| 37 |                                |            |                         |
| 38 |                                |            |                         |

**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 |
|----|--------------------------------|------------|------|
| 39 |                                |            |      |
| 40 |                                |            |      |
| 41 |                                |            |      |
| 42 |                                |            |      |
| 43 |                                |            |      |
| 44 |                                |            |      |
| 45 |                                |            |      |
| 46 |                                |            |      |
| 47 |                                |            |      |
| 48 |                                |            |      |
| 49 |                                |            |      |
| 50 |                                |            |      |

☐ 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.**

|   |                    |
|---|--------------------|
| <b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b> | <b>DATE SIGNED</b> |
| BOS Clerk of the Board  |                    |



**SAN FRANCISCO  
HUMAN SERVICES AGENCY**

P.O. Box 7988  
San Francisco, CA  
94120-7988  
[www.SFHSA.org](http://www.SFHSA.org)

April 7, 2025

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Department of Benefits  
and Family Support

Department of Disability  
and Aging Services

RE: Proposed Resolution for grant agreement with San Francisco-Marin Food Bank for the provision of the Food Assistance Program

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a proposed Board Resolution requesting approval of the grant agreement with San Francisco-Marin Food Bank for the provision of the Food Assistance Program for the period from July 1, 2025 to June 30, 2029 for a total Not To Exceed amount of \$12,604,048.

The purpose of this grant is to provide food support to eligible older adults and adults with disabilities through community partnerships, both at food pantry sites and through home delivery. Funding for this grant is provided through City and County General Funds.

If you need additional information, please contact Emmy Miller, Contract Manager, at [Emmy.Miller@sfgov.org](mailto:Emmy.Miller@sfgov.org).

Attached please find a copy of the proposed resolution. Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.

Thank you for your assistance.

Sincerely,

DocuSigned by:  
A blue ink signature of Kelly Dearman.  
1848251CBC914C2...  
Kelly Dearman  
Executive Director

4/7/2025



**Daniel Lurie**  
Mayor

**Trent Rhorer**  
Executive Director, SFHSA

**Kelly Dearman**  
Executive Director, DAS