

City and County of San Francisco

Request for Proposals for

INMATE TELEPHONE SERVICES

RFP# SHF2015-01



Date issued:	December 16, 2014
Pre-proposal conference:	9:00 a.m., January 13, 2015
Proposal due:	2:00 p.m., February 10, 2015

Request for Proposals for Inmate Telephone Service: SHF2015-01

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Appendices:

- A. CMD Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts, for contacts \$50,000 and over document (separate document).
Proposers must submit the following forms:

- Form 2A CMD Contract Participation form
- Form 2B CMD “Good Faith” Outreach Requirements form
- Form 3 CMD Non-discrimination Affidavit
- Form 5 CMD Employment form (NOT REQUIRED)

The following form may be required, depending on the circumstances:

- Form 4 Joint Venture Participation Schedule

- B. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C of the S.F. Administrative Code. B-1
- C. Agreement for Professional Services (form P-500) separate document
- D. San Francisco Sheriff’s Department Jail Clearance Policy
- E. RFP Registration Form
- F. Administrative Clearance Request Form

**Request for Proposals for
Inmate Telephone Services**

I. Introduction and Schedule

A. General

1. The San Francisco County Sheriff’s Department (“Sheriff’s Department”) invites responses to this Request for Proposal (“RFP”) from qualified, experienced Vendors (“Vendor”) who can provide reliable, cost effective inmate telephone service which meets the requirements described in this RFP.
2. The Sheriff’s Department is seeking an experienced Vendor to provide, install and maintain a turn-key (complete system ready for immediate use) inmate, visitation and public payphone telephone system at the Facility(s). Details about each Facility can be found in **Section II, B – Facilities Information**. Vendor shall provide telephone services to the inmates utilizing an inmate telephone system (“ITS”) in accordance with the requirements and provisions set forth in this RFP.
3. The Sheriff’s Department may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the inmate telephone Vendor. Currently, the Sheriff’s Department works with Praeses, LLC (“Praeses”) as its independent and objective compliance monitor (“Designated Agent”) relative to the Sheriff’s Department inmate telecommunications environment. The Vendors responding to this RFP shall accept the Sheriff’s Department direction in working with its Designated Agent.
4. The Agreement subsequent to the RFP (“Agreement”) shall have an original term of three years. The term of the Agreement is the period from award execution date, approximately March 24, 2015, through the last day of the month of a thirty-six consecutive month period. In addition, the Sheriff’s Department shall have two options to extend the term, for a period of one year each, by mutual agreement, in writing. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. The maximum Agreement period shall not be more than five (5) years.

B. Schedule

The anticipated schedule for selecting a Vendor (“Schedule of Events”) is as follows.

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	December 16, 2014
Deadline for pre-proposal registration and Jail Clearance forms	December 22, 2014
Pre-proposal conference (mandatory)	January 13, 2015
Deadline for submission of written questions or requests for clarification	January 20, 2015
Proposals due (by 2:00 PM PST)	February 10, 2015

II. Scope of Work

A. General: This Scope of Work is to be used as a general guide and is not to be a complete list of all work necessary to compete the ITS and related equipment.

B. Facilities Information

1. Facility locations: Jail number designations may change.

County Jail #1
425 7th Street
San Francisco, CA 94103

County Jail #2
425 7th Street
San Francisco, CA 94103

County Jails #5
1 Moreland Drive
San Bruno, CA 94066

County Jail #3 (Currently Empty)

850 Bryant Street
6th Floor
San Francisco, CA 94103

County Jail #4

850 Bryant Street
7th Floor
San Francisco, CA 94103

County Jail #6 (Currently Empty)

1 Moreland Drive

San Bruno, CA 94066

2. General Facility Statistics/Information. There is no guaranteed number of inmates in custody at any time.

	<u>CJ #1</u>	<u>CJ #2</u>	<u>CJ #3</u>	<u>CJ #4</u>	<u>CJ #5</u>	<u>CJ #6</u>
Average Daily Population (ADP):	23	268	0	324	631	0
Availability for Inmate Telephone Use:	24/7	24/7	24/7	24/7	24/7	24/7
Phone Call Time Limit:	15 Minutes					
Number of Current Inmate Telephone Stations:	20	74	59	59	64	48
Visiting Booths:	2	5	23	32	38	
<u>REQUIREMENTS</u>						
Inmate Telephones Required:	20	74	59	59	64	48
Visitation Telephones Required:	4	10	46	64	76	0
Portable/Cart Phones Required:	1	1	1	1	1	1
Telephone Devices for the Deaf (TDD) Units Required:	1	1	1	1	1	0
Coin Pay Telephones Required:	0	1	2	1	2	0

3. Visiting Schedule: The current schedule for the Facility(s) can be accessed via the following link:

http://www.sfsheriff.com/jail_visitor_info.html

4. Average Monthly Calling Statistics: Based on 12 Months of Data (for informational purposes only, actual statistics may vary)

Call Type	Collect		Debit Card		Pre-Paid Collect	
	Calls	Minutes	Calls	Minutes	Calls	Minutes
Local	2,098	12,542	8,303	95,206	10,560	121,063
Intralata/Intrastate	155	1,259	891	10,013	3,173	35,657
Interlata/Intrastate	52	365	98	11,947	285	2,308
Interlata/Interstate	70	657	125	1,193	688	6,421
International	1	1	7	37	1	5
Total	2,375	14,824	9,426	118,396	14,707	165,453

- a. The calling rates specified in **Section IV, A (#10) – Minimum Qualifications** were implemented at the Facilities on July 26, 2014. The calling statistics above have increased by 22% since the implementation of the new calling rates.
- b. **All provided information is given in estimates only. There is no guaranteed number of calls.**

C. General System Components:

1. Components:

- a. The Sheriff's Department requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid cards, debit, free calls and recording of phone visitation sessions. Vendor shall install and operate inmate and visitation telephones, and related equipment. Vendor shall, without cost to the Sheriff's Department, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility(s) to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit and free calls as well as visitation sessions from the Facility(s) listed in **Section II. B - Facilities Information**.
- b. Vendor shall supply details of Vendor's proposed ITS which shall include, but not be limited to: system version (if Vendor uses multiple ITS versions and/or releases), system design, technical specifications, software applications, hardware architecture and networking capabilities.
 - i. Include a description, as well as visual aids, of the inmate and visitation telephone sets, TDD units and cart/portable sets proposed for installation at the Facility(s).

2. Lines:

- a. Vendor shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.8% of the time. The Sheriff's Department reserves the right to require Vendor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Vendor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Vendor at no cost to the Sheriff's Department.

- b. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control.
- c. Vendor shall provide test-lines for ITS and visitation checks as required by the Sheriff's Department.

3. Existing Infrastructure:

The Vendor may, with the permission of the Sheriff's Department and at its own risk, utilize conduit and wire or other components that are currently part of the existing system.

4. Debit Application:

- a. The Sheriff's Department requires that Vendor be capable of providing a fully integrated, electronic debit calling process through the Sheriff's Department Commissary Provider ("CP") for the ease of transferring money from the inmate's trust fund account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. Inmates shall be allowed to purchase debit in \$10 increments. The Sheriff's Department prefers that the debit funds post in the ITS within 24 hours of purchase by the inmate.
 - i. The debit application shall work with the ITS. Indicate whether the debit application is part of the ITS or whether an external platform is utilized for the provision of debit calling.
- b. The debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Provide a detailed description of all pre-payment/deposit methods available.
 - i. Inmate friends and family are currently able to deposit funds into an inmate's trust account through lobby kiosk at County Jail #1 located at 425 7th St., San Francisco, CA. and County Jail #5 located at 1 Moreland Dr., San Bruno, CA. A portion of the deposited funds may be allocated towards the inmate's debit account in the ITS. Vendor shall be capable of accommodating the deposit methods approved by the Sheriff's Department.
- c. It is Vendor's responsibility to have a completed interface with the Sheriff's Department CP (Keefe) associated with the debit application. Contact information for the CP is as follows: Keefe Commissary Network, Jennifer Rowland at jrowland@keefegroup.com. The Sheriff's Department shall not be responsible for paying any amounts associated with the required interfaces.
 - i. In its proposal, Vendor shall include a letter, signed by the Sheriff's Department CP, to confirm the required interface for debit is available at the time of the RFP Response Due Date.
- d. The debit application shall have the capability to terminate the debit account and refund the remaining balance to the inmate through the CP's Inmate Trust Fund Accounting System. Funds not returned for whatever reason shall be accounted for via the accounting process. A refund will only be made if requested by the Sheriff's Department or CP to ensure requests are legitimate. Inmate requests for refunds shall be denied by the Vendor.
 - i. Vendor shall describe its process for accommodating real-time refunds associated with debit accounts.

- e. The Sheriff's Department shall be able to access ITS at any time via a web application to view debit records, inclusive of the inmate's debit balance, as required.
- f. The ITS shall provide the inmate with the balance of the debit account at the time of the call.
- g. The debit application shall allow international calls.
- h. Vendor shall supply, at the Sheriff's Department request, signage, brochures, flyers regarding the ITS and/or Vendor's pre-paid and debit programs at no cost to the Sheriff's Department.

5. Monitoring and Recording:

- a. The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facility(s) unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions. The ITS must provide an automated message to advise the participants that the visitation session may be monitored and recorded. All inmate-attorney calls (or Public Defender) are not and shall not be recorded. The ITS shall be able to exclude restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation session within the ITS user application. The ITS shall allow designated users at the Facility(s) to play back a recorded call/visitation session or a call in progress (e.g. live monitoring) via the ITS user application.
- b. The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- c. The ITS shall be configured by default NOT to record visitation sessions. If there is a specific request by the Sheriff's Department or authorities to monitor a particular visitation session, the request is submitted to the Sheriff's Department, and upon its sole authorization, monitoring may be allowed. Vendor shall accept the Sheriff Department's direction relative to these instances. Recording of visitation sessions shall be as authorized by the Sheriff's Department. Vendor shall provide a monthly report documenting the visitation recording settings. The ITS shall have the capability of allowing the Sheriff's Department to activate/deactivate the recording feature for the visitation stations without the involvement of Vendor.
 - i. Vendor shall pay the Sheriff's Department liquidated damages in the amount of \$300.00 per each instance wherein visitation sessions were recorded without the authorization of the Sheriff's Department or direction from the Sheriff's Department regarding the settings for monitoring/recording the visitation sessions was not followed.
- d. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- e. Live monitoring shall allow the Sheriff's Department to view, at a minimum, the following information in chronological order. Vendor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.
 - i. Call Start Time;
 - ii. Facility(s);
 - iii. Phone Location Name;

- iv. Inmate Name;
 - v. Inmate PIN (Personal Identification Number);
 - vi. Called Number;
 - vii. Called City, State;
 - viii. Call Type;
 - ix. Bill Type;
 - x. Call Status; and
 - xi. Duration.
- f. All Call Detail Records (“CDRs”) including all attempted and completed calls, shall be stored online for a minimum period of 3 years and stored offline for a minimum period of 7 years following the expiration of the Agreement.
- i. Vendor shall provide detailed information of its offline storage process.
- g. All call recordings and approved recordings of visitation sessions shall be stored online for a minimum period of 1 year and offline for a period of 2 years following the expiration or termination of the Agreement and any Addenda and/or Amendments.
- i. Vendor shall provide a detailed description of its proposed method for storing call recordings/visitation sessions, to include information on Vendor’s data redundancy practices.
 - ii. Vendor shall provide detailed information of its proposed offline storage process.
- h. Vendor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to the Sheriff’s Department throughout the life of the Agreement and any renewal terms.
- i. Vendor shall pay the Sheriff’s Department liquidated damages in the amount of \$300.00 per each instance wherein the Sheriff’s Department suffers one or more lost, unrecoverable or un-useable recording(s). The Sheriff’s Department agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the call recordings. Vendor shall be notified of the total amount due via written notice from the Sheriff’s Department. The Sheriff’s Department will invoice Vendor and payment shall be due within 30 days of Vendor’s receipt of invoice.
- j. The Sheriff’s Department does not require workstations under this RFP aside from that for the Vendor-provided site administrator or similar. Access to the ITS shall be completely web-based and Vendor shall provide a detailed description, as well as network requirements, for how real-time, anywhere, anytime access to the ITS user application shall be accomplished at no cost to the Sheriff’s Department.
- i. The provision of remote access shall allow the Sheriff’s Department the same features and functionalities, permitted by the user’s level of access, available on a Vendor-provided workstation.
- k. For the term of the Agreement, the Sheriff’s Department shall have access to all CDRs from all remote access computers, based on the user’s access level.
- l. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination. Vendor shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, pager, SMS text, email, etc.), and whether a security PIN for accessing the live call/visitation session is required.

- m. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Vendor shall provide a detailed description of the process for transferring/copying/exporting recordings.
- n. Vendor shall provide, at no cost to and upon request by the Sheriff's Department, personnel or resources to testify in court regarding the process utilized by the ITS to copy/export call recordings and CDRs while maintaining authenticity of the recording and CDR.
- o. The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
 - i. Provide a listing of any other file types allowed by the ITS.
 - ii. Indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
 - iii. If Vendor proposes a centralized ITS solution, provide information on its capability to accommodate on-site storage of call recordings.

6. Intake Phones:

- a. ITS shall allow free, local telephone calls from a specific group of inmate telephones or a specific Facility(s).
 - i. Vendor's telephones installed in the Intake & Release Center on the first floor of 425 7th Street (CJ#1), shall allow inmates to make telephone calls to locations within the local calling area free of charge and on a collect only basis if the call is to a location outside of the local calling area. Vendor shall accept direction from the Sheriff's Department on whether calls from these telephones shall be recorded.
- b. Vendor shall provide modular units for the occurrence of mass arrests. Portable phones shall be custom mounted on metal four wheel dollies for easy and stable transport and stable end-use. Provide units with poly-urethane, non-marring, ball-bearing, smooth running, lockable wheels. Provide with push-cart handle and location to secure the unit to a fixed item. Provide plug-in extension length as required. Unit platform shall be aluminum or finished metal. Provide phone outlets at predetermined locations for interconnect to ITS system. Vendor shall provide the quantity of portable phones required by the Sheriff's Department as outlined in **Section II, B – Facilities Information**.
- c. In case of ITS system failure, the ITS shall provide an easily switchable bypass to remove the intake phone system from the ITS system and to access outside lines directly upon failure of the ITS system. Such workaround may be provided as follows: cutoff switching at an agreed upon location from the ITS system with a "land-line" cut-in interface for standard phone service. This is to meet legal requirements to provide phone calls within the first 2-hours of custody. Vendor shall describe in detail its proposed solution for meeting this requirement.
- d. Vendor shall provide hands-free suicide resistant telephones at specific locations per the Sheriff Department's Installation/Security requirements as referenced in Section II. C. 10 - Installation.

7. Informant Line:

Vendor shall be able to establish an informant line, to allow anonymous submission of information, at no cost to the Sheriff's Department. Calls to the informant line shall

be free and shall be routed via the ITS to a destination designated by the Sheriff's Department. Vendor shall accept the Sheriff's Department direction for how the informant line is configured through the ITS.

8. Pay Phones:

Vendor shall furnish, install and maintain 6 public pay telephone(s) in the locations specified by the Sheriff's Department for use by the general public. The public telephone(s) shall be furnished, installed and maintained by Vendor at no cost to the Sheriff's Department. All commissions and reporting due to the Sheriff's Department for the public telephone(s) installed by Vendor shall follow **Section II, E (#6) – Commission Payment and Reporting**. The calling rates for the public pay telephone(s) shall mirror the collect calling rates chosen for the ITS. Vendor shall propose a commission rate based on the Gross Revenue generated by the public pay telephone(s) or a flat monthly fee amount in **Section IV, B – Selection Criteria**. Gross Revenue shall include all local, Intralata/Intrastate (calls within the same state between two Local Transport and Access Area), Intralata/Interstate (calls between two states and between two Local Transport and Access Area), Interlata/Intrastate (calls within the same state between two Local Transport and Access Area), Interlata/Interstate (calls between two states between two Local Transport and Access Area) and International collect, credit card and coin revenue, less monthly LEC line charges.

9. Cooperation:

- a. For the initial installation, Vendor will work with the Sheriff's Department's Bureau of Building Services (SBBS), ITSS, and Custody staff and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by the Sheriff's Department.
- b. Vendor shall cooperate fully and in a timely fashion to provide reports, summaries, reconciliation support, adjustments to system parameters as required for a seamless transition. Upon request by the Sheriff's Department, Vendor shall attend meetings and provide access to decision making personnel at any/all times.
- c. Upon expiration, termination, or cancellation of the Agreement, Vendor shall accept the direction of the Sheriff's Department and shall work with the Sheriff's Department SBBS, ITSS, and Custody staff and the new inmate telephone service provider to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
 - i. Vendor acknowledges that the CDRs, call and visitation recordings, documentation, reports, data, etc., contained in the ITS are the property of the Sheriff's Department. The Sheriff's Department acknowledges the ITS hardware and software are the property of Vendor.
 - ii. The CDRs, call and visitation recordings, documentation, reports, data, etc. shall be provided to the Sheriff's Department by Vendor on a storage medium and in a user-friendly, searchable and electronic format at no cost to the Sheriff's Department within 15 days following the expiration and/or cancellation of the Agreement. Vendor shall accept the Sheriff's Department's reasonable decision whether the solution provided is acceptable.
 - iii. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the Sheriff's Department. Vendor agrees to continue providing all services in accordance

with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commissions will be due and payable by Vendor to the Sheriff's Department at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Vendor.

- d. Vendor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabbling associated with the ITS.

10. Installation:

- a. Vendor shall be responsible for all costs associated with the inmate telephone and visitation system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.
- b. Vendor's ITS shall not be configured to reside on or use the Sheriff's Department network.
- c. Vendor agrees to obtain the Sheriff's Department written approval before making any physical changes to the Facility(s), such as drilling into walls, floors, ceilings or any other portion of the Facility(s). This includes existing, newly constructed and/or expanded Facility(s).
- d. Vendor shall install the telephones, pedestals, enclosures and ITS equipment and software in accordance with the manufacturer's specifications.
- e. All telephone equipment provided shall be fully operational at the time of the initial installation.
- f. The telephone sets shall be suitable for a correctional environment, as reviewed and approved by the Sheriff's Department. At a minimum telephone sets shall be, stainless steel, sturdy, non-coin, and vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Section II, C (#10) – Installation**. Placards containing dialing instructions in English, Spanish and Cantonese shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any exterior removable parts. Proposed telephone sets must:
 - i. Use Security Torx screws (tamper resistant with a 6-point star-shaped screw head) as the installation standard. Caulking must be pick resistant. Anchors must be heavy duty. Installation must be concealed.
 - ii. Use maximum security installation to prevent the concealment and passage of contraband.
 - iii. Use Suicide resistant components (products made specifically to reduce the incident of suicide) in holding cells, sobering cells or as directed by the Sheriff's Department and/or the State Authority having jurisdiction - the Board of State and Community Corrections. Sobering cells are to have telephones that are hands free and flush to the wall. All inmate jail telephones in high risk areas are to have cords no longer than 8 inches.
- g. Vendor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related

information shall be provided by Vendor upon the Sheriff's Department request and at no cost in three languages: English, Spanish and Cantonese.

- h. At no cost to the Sheriff's Department Vendor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. The ITS shall have the capacity to expand for the accommodation of any additional phones as requested by the Sheriff's Department and at no cost. This includes newly constructed or expanded Facility(s).
- i. If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
- ii. Should Vendor incur liquidated damages, the Sheriff's Department will invoice Vendor. Payment of the invoice shall be made to the Sheriff's Department within 30 days of Vendor's receipt of the invoice.
- i. Vendor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection on all equipment used for the ITS.
- j. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
 - i. Vendor shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- k. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility(s) or as otherwise specified by the Sheriff's Department.
- l. Vendor shall clean-up and remove all trash and packaging materials resulting from work performed.
- m. Vendor shall correct any damage to the Sheriff's Department property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- n. Vendor shall install, repair and maintain all Vendor-provided equipment and lines, including but not limited to, any wiring or cable work required throughout the Facility(s). All Vendor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.
- o. Upon completion of the initial installation and any ongoing installations, Vendor shall provide the Sheriff's Department with a list of telephone numbers, equipment specifications and locations of each device/unit.
- p. Vendor shall indicate any environmental conditions required for the proposed ITS; indicate whether Vendor proposes to make any changes to the phone room at the Facility(s) based on the site evaluation.
- q. Vendor must indicate the physical size of the ITS equipment to be installed at the Facility(s) and provide a diagram or visual aid.
- r. Vendor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.

- s. Vendor shall install/mount its equipment in accordance with the Sheriff's Department requirements per **Section II. C. 10 - Installation.**
- t. Installation shall be completed within a schedule that meets the operational needs of the Sheriff's Department, including scheduling installation activities as times that require that least use of overtime for the Sheriff's Department.

11. Existing Conditions:

- a. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facility(s) is at the risk of Vendor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Vendor becomes the Sheriff's Department property upon termination and/or expiration of the Agreement.
- b. Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facility(s) maintenance personnel.
- c. Vendor planning and space usage shall take into account the existing conditions and limited spaces for equipment.
- d. The Vendor shall inform the Sheriff's Department of any plan to alter existing infrastructure. All alterations to the existing structure will require planning and approval by the Sheriff's Department. Planning and approval by the Sheriff's Department shall precede work within the confines of the older structures of CJ#1 and #2 (425 7th Street and at 850 Bryant Street) where asbestos containing material is known to exist and elsewhere as appropriate. Routing shall take into consideration such hazards.
- e. HAZMAT: Existing hazardous material reports will be disclosed and the Sheriff's Department shall be responsible to abate Vendors pre-approved proposed work. Vendor operations shall take into account reasonable time to complete abatement work. Upon finding potentially hazardous material, work shall be suspended. Work will resume only after a resolution has been reviewed and approved by the Sheriff's Department.
- f. Vendor is responsible for all other non-hazardous material work coordination. This may include but not limited to UDS (subsurface/ underground detection i.e. Ferro scan, x -ray, tracing etc.), and pathway planning and installation including coring, structural /non/structural repairs or patching as approved by licensed professionals and/or the Sheriff's Department as applicable.

12. Transition/Operation Plan:

- a. In its response to this RFP, Vendor shall submit an implementation plan, which shall include an installation schedule, for each Facility(s) listed in Section II. B - Facilities Information. Initial installations must be completed within 60 days of the effective date of the Agreement. The implementation plan will become a part of the Agreement and must be followed.
 - i. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Vendor shall not

incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.

- ii. Should Vendor incur liquidated damages, the Sheriff's Department will invoice Vendor. Payment of the invoice shall be made to the Sheriff's Department within 30 days of Vendor's receipt of the invoice.
- b. Vendor shall provide documentation and progress reports. Within seven days of award Vendor shall establish a transition work group and shall begin convening within Weekly Meetings: The transition work group shall set up weekly meetings within 7 days of Award. The transition work group is comprised of the Sheriff's Department SBBS, ITSS, Custody Staff, and Compliance Monitor. Vendor shall provide detailed agendas and summary meeting minutes and establish schedules/timelines, milestones, equipment lists, progress reports and responsibility assignments.
- c. Vendor shall have a 30 day debugging/fine-tuning period upon completion of the 60 day installation completion period. Following 30 day period, and upon final review and approval by the Sheriff's Department, full commencement of the system will begin.
- d. Vendor shall provide system documentation, including but not limited to tables, addresses, passwords, flowcharts, identifiers, phone numbers are to be provided in hard copy/ electronic versions. The ITS Vendor shall publish a confidential project manual for reference to the entirety of ITS system. This manual will have all approved form blanks, system architecture, templates, matrixes, flowcharts, telephone numbers system guidelines, rules and all other project data for reference. The manual shall be continuously updated.
- e. Transitional down time shall be as approved in the Joint Transition Team meetings, but in no case shall any portion of the ITS system lose its intended usage capability for more than one day. There shall be no loss of service for intake telephones at CJ#1.

13. Rate Requirements:

- a. Vendor must agree to provide the required calling rates and fees specified in **Section IV, A (#10)– Minimum Qualifications** which must be in compliance with California and federal laws and applicable regulations. Taxes for debit cards and electronic debit calls shall be applied to the total cost of a call.
 - i. Vendor shall indicate if Vendor proposes an alternative process for collecting applicable taxes on debit card or electronic debit calls.
 - ii. Vendor shall assure the telephone rate structure and surcharge rates will not exceed, at any time in the contract, the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC.) The Vendor shall monitor the FCC and shall inform the Sheriff's Department of any rate changes. Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affects the subsequent Agreement shall entitle the Sheriff's Department to, at its option, renegotiate or cancel the Agreement.

- b. Before any new calling rate increases or decreases are implemented, Vendor must submit a written request and receive approval from the Sheriff's Department. The Sheriff's Department will respond in writing to Vendor's request.
 - i. If Vendor decreases the calling rates without the written approval of the Sheriff's Department, Vendor shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
 - ii. If Vendor increases the calling rates without the express written approval of the Sheriff's Department, Vendor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. Vendor must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to the Sheriff's Department as documentation. The Sheriff's Department will not issue a refund of commission paid to Vendor for unapproved rate increases. If Vendor is unable to issue refunds and/or provide the required documentation, Vendor shall issue a payment to the Sheriff's Department as concession. The payment amount shall be in the amount of Vendor's portion of the Gross Revenue generated from the overbilled calls.
- c. Vendor will implement any rate adjustments requested by the Sheriff's Department within 10 calendar days of said request, subject to regulatory approval.
- d. Vendor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS ("Duration Rounding"). For calls where the duration is at least 1 second, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied. If Vendor has an alternative rounding policy, Vendor shall indicate as much in its response to this RFP.
- e. During the call rating process, Vendor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices ("Calling Rate Rounding").

14. Automated Visitation Scheduling:

- a. The Sheriff's Department currently utilizes Renovo Software to manage the scheduling of visits for its Facilities.
- b. In its proposal, Vendor shall offer to provide a visitation scheduling solution comparable to Renovo Software (www.renovosoftware.com) and inclusive of the following minimum requirements. The visitation scheduling solution shall:
 - i. Be a web-based scheduling application allowing visitors (public and professional) to register and schedule visits using a standard internet browser and internet connection.
 - ii. Interface with the Sheriff's Department JMS. The contact for the JMS is Gene Markle of New World Systems at 248-269-1000. It is the Vendor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Vendor will be able to meet the requirements herein. The

- Sheriff's Department shall not be responsible for paying any amount associated with the required interface.
- iii. Require visitors to complete a registration process prior to scheduling a visit with an inmate at the Facilities.
 1. The registration process shall capture, at a minimum, the visitor's name, address, date of birth, email address, telephone number and identification such as a driver's license number. Vendor's system shall provide the visitor with a password with the capability to reset the password at any time.
 - iv. Have the capability to allow visitors to schedule visits for a particular inmate, date and time.
 1. The visitor shall receive a confirmation email or text message once the visit has been scheduled.
 2. The visitor must be required to accept the visitation terms and conditions set forth by the Sheriff's Department with each scheduled visit.
 - v. Have the capability to schedule a "no visitations" event with customizable durations for an inmate, station, station group, and/or housing unit.
 - vi. Be capable of restricting a visitor from visiting a certain inmate or all inmates at the Facilities.
 - vii. Allow the Sheriff's Department to manually schedule visits on behalf of visitors.
 - viii. Provide a daily report listing all scheduled visits for that day.
 - ix. Cancel the scheduled visit and send a notification to the visitor in the event of inmate movements from one Facility to another or upon release. The notification shall be in the form of an email or text message.
 - x. Allow for smart phone scheduling. If the visitation scheduling solutions does not currently have this capability, Vendor shall provide information on its research and development progress.
- c. In the event Vendor does not have the capability to provide the required comparable visitation scheduling solution, Vendor shall remit an annual reimbursement payment in the amount of \$25,000.00 to the Sheriff's Department. This reimbursement amount shall cover the cost which the Sheriff's Department pays to Renovo Software.

15. Commissary Ordering Service:

The Sheriff's Department requires Vendor's ITS include commissary ordering via the ITS at no cost to the Sheriff's Department. Vendor must provide an overview of this technology which shall include details on the process for selecting and ordering

commissary items. Vendor must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months. The current CP for the Sheriff's Department is Keefe.

16. Automated Information Technology:

- a. The Sheriff's Department requires Vendor to provide automated information technology inclusive of a telephone tree format at no cost to the Sheriff's Department. The automated information technology shall be capable of providing general information, pertaining to an inmate's status within the Facilities and such information shall be accessible by both the inmate and friends and family members. The information shall include, but not be limited to the following:
 - i. Inmate last name;
 - ii. Inmate first name;
 - iii. Inmate middle name;
 - iv. Inmate ID or booking number;
 - v. Inmate date of birth;
 - vi. Inmate gender;
 - vii. Charge statue number;
 - viii. Description of charges;
 - ix. Projected release date;
 - x. Inmate location;
 - xi. Court appearance date and time;
 - xii. Court and court contact information;
 - xiii. Bond type;
 - xiv. Bond amount;
 - xv. Bail amount;
 - xvi. Charge status;
 - xvii. Holds from other agencies; and
 - xviii. Inmate type (e.g. Federal, regular, transfer etc).
- b. The automated information technology shall have the capability to interface with JMS. Vendor shall provide detailed information on how Vendor would be able to meet this requirement.

17. Video Visitation Service:

- a. The Sheriff's Department is interested in implementing video visitation at one of its Facilities as a pilot project at no cost. Vendor shall provide a detailed description of its video visitation solution ("VVS") and indicate if it has the capability to meet each of the following VVS specifications. Vendor shall only include cost information relative to the VVS in its Financial Proposal. During the pilot project vendor will provide VVS at no cost and will pay no commission. Should the Department proceed with full implementation of VVS, the Department and the Vendor will negotiate and amend the existing contract.
 - i. Provide a fully integrated, automated scheduling software to manage all video visitations.
 - ii. Allow free onsite video visitation sessions and remote video visitation sessions at an agreed-upon rate. The Sheriff's Department prefers that the

- rate for video visitation sessions does not exceed \$12.00 per completed visit.
- iii. Limit the length of each video visitation session to a configurable duration. The Sheriff's Department requires that each video visitation session is 15 minutes.
 - iv. Designate professional visitors, such as legal counsel, to ensure the video visitation sessions are not recorded; provide full monitoring and recording for all other video visitation sessions and store video visitation recordings online for a period of 90 days.
 - v. Provide durable, vandal-free video visitation stations with the capability to offer VVS and other applications approved by the Sheriff's Department.
 - vi. Provide power over Ethernet ("POE") and complete all wiring and installation work required to implement VVS.
 - vii. Provide ongoing support and maintenance for all VVS hardware and software, including all repairs and replacements for the life of the contract.
 - viii. Accommodate a ratio of 1 inmate video visitation station for every 45-50 inmates.
 - ix. Install 2 onsite visitor video visitation stations per Facility.
 - x. Install a monitoring station with the capability for Sheriff's Department staff to view real-time video visitation session activity. The Sheriff's Department prefers a 60" screen size with the capability to view 12-16 simultaneous video visitation stations in a thumbnail format on the monitoring screen.
 - xi. Web-based user application allowing the Sheriff's Department to access video visitation activity for a particular inmate, visitor, or visitation station(s).
 - xii. Allow authorized users download/copy recorded files and/or view recordings from within the user application VVS application.
 - xiii. Capability to conference video visitation sessions for professional visits connecting the inmate, an attorney and the courtroom.
- b. Provide information on any additional technology or optional features that may be of interest to the Sheriff's Department. Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.
- i. Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.

D. Vendor Operating Requirements

1. **Vendor's Operations:** Rules and Regulations: Employees and agents will comply with all the Sheriff's Department rules and regulations concerning conduct on Facility property and contact with inmates. At the Vendor's expense, all Vendor employees will be subject to a background check and fingerprinting by the Sheriff's Department. If the background check indicates a reason the employee is not suitable for admission to the Facility(s), the Vendor will be notified, and Facility access will be denied. Vendor employees should have a Vendor picture identification badge for admission to the Jails.
 - a. **Laws:** Vendor must be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider, and shall comply with all applicable laws, rules, regulations and orders. The ITS Vendor shall comply with all State, County or Municipal Government and Federal Government and/or Utility Commissions rules & regulations, and shall pay all fees.
 - b. **Codes:** Follow all building codes as applicable for the installations. It shall be the responsibility of the Vendor for all permits and fees associated with the costs of any installation.
2. **Drug Free Workplace:** The Vendor must ensure that a "Drug Free Workplace" policy is maintained with its workforce.
3. **Subcontracting:** Please review Section 29: Subcontracting in **Appendix C** which reads: "Vendor is prohibited from subcontracting this Agreement or any part of it unless subcontracting is first approved by the Sheriff's Department in writing. Neither party shall, on the basis of this Agreement, agreement on behalf of, or in the name of, the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void and shall be subject to all conditions that are applicable to the prime Vendor." Vendor must follow all City contracting rules regarding subcontracting.
4. **Phone company services:** The ITS Vendor shall be solely responsible to coordinate, **communicate** with, acquire and install any needed service item from any communication utility or entity.
5. **Americans with Disabilities Act:** Vendor must provide accommodations necessary to comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD). The Vendor must indicate how the TDD telephones work with the proposed ITS. Vendor is responsible to know the codes in this area and is responsible to know San Francisco rules. Provide all code required signage.
6. **Field Representative/Full-Time On-Site Administrator**
 - a. At no cost to the Sheriff's Department and with the initial installation, Vendor shall be responsible for employing a vendor-provided site administrator. The on-site administrator shall have professional communications, troubleshooting and reporting skill sets for interaction with Sheriff's Department management and inmates. Such person shall be named, background checked and be actively involved during the initial installation. Vendor is responsible for ensuring the on-site administrator is on-site from 8:00am - 5:00pm (PST), Monday – Friday, totaling 40 hours a week during the entire life of the Agreement, including the initial installation and has a fully configured workstation, email account and

access to Microsoft Office (or equivalent) to perform, at a minimum, the duties and responsibilities listed below:

- i. Maintain all databases associated with the ITS;
 - ii. Enter all PINs (Personal Identification Number), PANs (Personal Allowed Numbers), blocked numbers and any other new inmate calling information in the ITS including Pro-Per inmates designated by the courts to advocate on their own behalf, rather than being represented by a lawyer;
 - iii. Research and respond to inmate requests; when requested by the Sheriff's Department, responses back to the inmates shall be in person; a monthly report of all inmate responses and action taken shall be provided to the Sheriff's Department.
 - iv. Receive and resolve all administrative requests, comments and questions;
 - v. On a weekly basis, perform preventative maintenance by reviewing the functionality of the ITS and performing a full walk-through of the Facility(s) documenting that each telephone has been inspected;
 - vi. Upon the Sheriff's Department request, provide the necessary documentation and assistance for investigations;
 - vii. Upon the Sheriff's Department request, provide monthly activity and maintenance reports for collect, pre-paid and/or debit calls;
 - viii. Provide a monthly report showing any recording setting changes for each of the visitation telephone stations;
 - ix. Provide a weekly report, which at a minimum shall include a list of all requests, service tickets and issues and the status of each; and
 - x. Any additional ITS related activities specified by the Sheriff's Department.
- b. If the on-site administrator position is vacated and not filled by Vendor within 15 days, Vendor shall pay the Sheriff's Department \$2,000.00 for every 15 day period thereafter that the position remains vacant.

7. Prior Notice:

Vendor agrees to give the Sheriff's Department 14 days prior notice if Vendor intends to change the Sheriff's Department's account representative. Changes of account representative shall be subject to the Sheriff's Department approval, provided that said change is due to circumstances within Vendor's control. Vendor agrees to change account representative upon request by the Sheriff's Department for stated just cause.

8. Maintenance and Repair:

- a. Vendor shall respond to repair requests from the Sheriff's Department by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
- b. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 30 minutes and not to exceed 3 hours following notification of a service request or ITS failure. Vendor must exhibit to the Sheriff's Department a best effort approach to the completion of the repairs or

replacement during the first 24-hours following notification of a problem. Vendor shall pay the Sheriff's Department liquidated damages in the amount of \$300.00 per each instance wherein the Sheriff's Department suffers un-usable equipment. The Sheriff's Department shall be notified of progress and/or delays in progress until the problems are resolved. Vendor shall notify the Sheriff's Department any time additional technicians or a technician other than the on-site administrator will be dispatched to the Facility(s) and prior to the technician's arrival.

- c. The Sheriff's Department may cancel the Agreement with Vendor if Vendor has not cured a service problem within 10 days of Vendor receiving notice of the problem from the Sheriff's Department.
- d. Vendor shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facility(s).
- e. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Vendor will assume liability for any and all such damages.
- f. All operation, maintenance and repair issues regarding the ITS service shall be reported by Vendor to the Sheriff's Department and its Designated Agent promptly.

9. Remote Diagnostic:

Vendor shall ensure continuous diagnostics and supervision for call and visitation processing and call and visitation recording. Vendor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Vendor shall provide detailed information on the frequency Vendor performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.

10. Materials:

- a. The Sheriff's Department requires the following equipment be provided at all times for the full-time on-site administrator:
 - i. ITS components rated for the correctional environment, must perform as intended in the jail environment.
 - ii. In-stock and over-the-counter parts and systems should be used for standard usage and repairs. Spare parts may be stored on-site, within a secure and mutually agreed upon location. Vendor will provide the following cabinet and locking keys at two locations; one cabinet at San Bruno facility, and one at a San Francisco facility.
 - Strong-Hold® cabinet, with locking doors
 - Standard, floor standing
 - 4-ft. wide X 2-ft. deep x 5-ft tall.

11. Software:

- a. All information regarding blocked phone numbers, and any additional information regarding the use and usage of the ITS must be included in the software design.
- b. Vendor will perform an annual evaluation comparing the current implemented software against industry standards. Vendor will document and present all findings. As potential upgrades to software become available, Vendor shall represent and warrant that the Sheriff's Department shall be awarded the right to use or refuse the upgrade. Any approved upgrade to the ITS, and any accompanying hardware, will be at no cost to the Sheriff's Department, and will be authorized by notification in writing. ITS Vendor shall maintain upgrades to all programs, firmware, etc. for the most stable balance between "state of the art" and proven systems. Vendor shall archive any previously used version and any restoration products in the event a need arises to access them.
- c. Vendor shall warrant and keep current all licenses required by law throughout the term of the Agreement, including amended extension periods.
- d. Any upgrades or routine system diagnostic monitoring and back-up shall be accomplished with minimum system operation interruptions, shall be performed at low usage periods, and at no cost to the Sheriff's Department.

12. Facility Security:

- a. All installation, service, maintenance and repair of Vendor Telephones shall be performed in strict compliance with San Francisco Sheriff's Department Jail Clearance Policy (see **Appendix D**).
- b. Operating Environment: Vendor will be working within a public correctional environment. The authority of the Sheriff's Department shall be followed at all times. All material placement, practices, installations, troubleshooting, investigations and solutions shall be conducted in a behavior mindful of the environment. If any Vendor employee is found to be in violation of the expected conduct code, provided to the awarded vendor during the SFSD Vendor Orientation, then the Sheriff's Department will issue a formal communication to the Agreement that immediate action must be taken to remove the offender. The Sheriff's Department has the right to remove jail access clearance of any individual. Vendor is solely responsible to provide qualified alternates for positions that are vacate.
- c. The Sheriff's Department security requirements shall apply to all maintenance series, including but not limited the provision of cut-off switches for ITS at mutually agreed upon locations. All lines shall have individual cutoff switch banks and a group switch remotely operated by the Sheriff's Department at designated control stations. A demarcation line will be established. Such remote switches shall have programmable automatic operation as requested by the Sheriff's Department. The Sheriff's Department is to approve this system before integration into the overall ITS. Vendor shall provide labels designating phone locations.

E. Inmate Telephone Service Specifications and Operations

1. General ITS:

- a. All telephone sets must be amplified or volume controlled for the hearing impaired.
- b. Notification and Messaging: English, Spanish and Cantonese shall be available for all messaging and notifications.
 - i. Vendor must accurately translate any legal information, as required.
 - ii. Signage shall include brief dos and don'ts.
 - iii. Provide all signs and written instructions in durable, heavy-duty, laminated covers. All language shall be as agreed upon with the Sheriff's Department.
 - iv. Signs in clear, simple language in English, Spanish and Cantonese shall be posted in each housing unit, holding location and ITS phone location. Signs must be placed in a securely fastened, permanent manner, under 3/8" polycarbonate (Lexan®) sheeting and in a location to prevent inmate tampering. It shall be the Vendor's responsibility to update and post all signage. All signage should be intended to be at a readable distance to minimize the time inmates need to learn to use the system.
 - v. Vendor shall have all voice prompts and messages professionally reviewed and certified. All phone button prompts must be clearly identified.

2. ITS and User Application Specifications/Software:

- a. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling and audio recording of visitation sessions.
- b. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
- c. Vendor agrees to install the quantity of telephones, pedestals, enclosures, booths, etc. required by the Sheriff's Department as outlined in **Section II, B – Facilities Information**.
 - i. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- d. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc. Vendor shall provide information on how the proposed ITS will be able to meet this requirement.
- e. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- f. With each call/visit, the ITS must provide an automated message to advise the called party that:

- i. That the call is coming from a correctional facility;
 - ii. The call is coming from a specific inmate; and
 - iii. The call/visit may be monitored and recorded.
- g. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- h. The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
 - i. The inmate may record a name each time a call is placed. The Sheriff's Department requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - ii. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. The Sheriff's Department requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- i. Vendor shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad. Vendor shall provide a script of the call acceptance information provided to the called party.
- j. The ITS shall process calls on a selective bilingual basis: English, Spanish and Cantonese. The inmate must be able to select the preferred language at the time the call is initiated. Vendor shall indicate whether the called party will be able to select the preferred language for call prompts.
- k. Vendor shall subscribe to the LEC Line Information Data Base ("LIDB"). Vendor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening ("BNS"). Vendor must assume all responsibility for the cost and accuracy of validation.
- l. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Vendor shall provide a list of the available recordings as well as a complete description of each. The Sheriff's Department reserves the right to request Vendor to modify/revise the recordings at any time during the Agreement at no cost to the Sheriff's Department and within 30 days of the request. Vendor shall provide a monthly report documenting the number of calls which were terminated by the ITS and the called party's telephone number is associated with a wireless telephone.
- m. Vendor shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator, etc.).
- n. Following the dialing sequence, Vendor shall configure the ITS to allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.);
- o. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.

- p. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by the Sheriff's Department and at no cost to the Sheriff's Department and without the assistance of Vendor.
- q. The ITS shall be capable of processing and completing international collect calls. Vendor must specify how international collect calls are processed and completed via the proposed ITS.
- r. Vendor must specify its process for completing calls that would otherwise be blocked because of Competitive Local Exchange Carriers ("CLEC"), which fulfills all local competition entry obligations and requirements of Decision 97-8, cell phones and unbillable issues. Vendor shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.
- s. The ITS user application shall allow the Sheriff's Department to query the CDRs for inmate activities and calling patterns.
- t. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
 - i. Inmate Name (First, Last);
 - ii. Inmate Personal Identification Number;
 - iii. Record Identifier;
 - iv. Date Range (Start Date/Time and End Date/Tim);
 - v. Facility(s);
 - vi. Called Number;
 - vii. Originating Number;
 - viii. Station Port;
 - ix. Station Name;
 - x. Call Type;
 - xi. Bill Type;
 - xii. Duration (minimum and maximum);
 - xiii. Call Amount;
 - xiv. Flagged Calls;
 - xv. Monitored Calls;
 - xvi. Recording Type;
 - xvii. Completion Type;
 - xviii. Termination Type;
 - xix. Validation Result;
 - xx. Pre-Paid Card ID Number;
 - xxi. Phone Group(s);
 - xxii. Visitation Phone(s); and
 - xxiii. Custom Search.
- u. The ITS user application shall allow CDR query results to be exported in a format selected by the Sheriff's Department (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- v. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
 - i. Call Statistics by Date Range;

- ii. Frequently Called Numbers;
 - iii. Frequently Used Personal Identification Numbers;
 - iv. Commonly Called Number;
 - v. Call Detail Report;
 - vi. Gross Revenue Report by Date Range;
 - vii. Facility Totals and Statistics;
 - viii. Called Party/Number Accepting Report;
 - ix. Fraud/Velocity Report;
 - x. Total Calls;
 - xi. Calling List (PAN) Report;
 - xii. Pre-Paid Card Report;
 - xiii. Debit Usage Report;
 - xiv. Debit Balance and Funding Report;
 - xv. Pre-Paid Card Balance Report;
 - xvi. Bill and Call Type Distribution;
 - xvii. Phone Usage;
 - xviii. Reverse Look-Up; and
 - xix. User Audit Trail.
- w. The ITS user application shall allow the Sheriff's Department to export the reports in a format selected by the Sheriff's Department (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- x. The ITS shall have the capability to customize reports in a form mutually agreed upon by the Sheriff's Department and Vendor.
- y. Vendor's ITS user application shall at a minimum allow:
- i. The creation, modification and deactivation of user accounts;
 - ii. The creation, modification and deactivation of inmate accounts;
 - iii. The creation and modification of telephone numbers in the ITS;
 - iv. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - v. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - vi. Block/unblock telephone numbers without the assistance of Vendor; and,
 - vii. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- z. Vendor shall indicate whether the ITS has the capability to allow the Sheriff's Department to create, view and track service tickets associated with the ITS or Facility(s).
- i. Vendor shall provide the number of TDD telephones and ports specified in **Section II, B- Facilities Information**.
 - ii. Vendor must indicate how the TDD telephones work with the proposed ITS.
 - iii. Vendor shall provide detail on how TDD calls can be recorded and monitored via the ITS.

- iv. Vendor shall provide detail on how call controls configured in the ITS are preserved for calls placed via a relay service (e.g. blocked telephone numbers, etc.).
- v. Vendor shall indicate whether TDD calls can be billed. If so, Vendor shall provide detailed information on the billing process used for TDD calls.
- aa. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- bb. The ITS shall be able to accommodate pro-bono calls and/or calls made without payment to consulates for all countries which may be required for ICE detainees. This option, when requested by the Sheriff's Department, shall be provided at no cost to the Sheriff's Department. Vendor shall accept the Sheriff's Department direction for how pro bono calling services are configured via the ITS.
- cc. Vendor shall work with the Sheriff's Department to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Vendor shall:
 - i. Route free calls via the ITS to a destination provided and designated by the Sheriff's Department which may be the same as that used for the Sheriff's Department informant line.
 - ii. At no cost to the Sheriff's Department, provide a telephone line to the Sheriff's Department dedicated for PREA calls to which the calls will be routed as free.
- dd. Inmates shall be allowed to call the Public Defender's Office without charge. Vendor must post clear multi-language signage with instructions for making such calls in English, Spanish and Cantonese to be affixed in the immediate vicinity of the telephones in a location approved by the Sheriff's Department. Inmate calls to the Public Defender's Office shall not be recorded or monitored but shall be documented in the ITS.

3. System Security:

- a. The ITS shall prohibit:
 - i. Direct-dialed calls of any type;
 - ii. Access to a live operator for any type of calls;
 - iii. Access to "411" information services;
 - iv. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - v. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- b. The ITS shall prevent call collision or conference calling among telephone stations.
- c. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). The Sheriff's Department must be able to shut down the ITS via the on-site administrator's workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - i. At demarcation location;

- ii. Central control; and
- iii. By select housing units.
- d. The ITS shall not accept any incoming calls. Vendor shall work with the LEC to ensure such control.
- e. Vendor shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facility(s) is placed (e.g. unknown number, Vendor's customer service number, B-1, ANI, etc.).
- f. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Vendor shall provide a list of the available pre-recorded announcements. Vendor shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
- g. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
 - i. Indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
 - ii. Specify the method used by Vendor to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
 - iii. Indicate whether the ITS is capable of detecting and terminating Remote Call Forwarding ("RCF") calls. If Vendor's ITS is unable to detect RCF, provide the status of Vendor's research and development relative to the detection of RCF calls.
- h. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- i. As specified by the Sheriff's Department, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- j. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility(s) is specified in **Section II, B - Facility Specifications**.

4. Personal Identification Number Application:

- a. The Personal Identification Number ("PIN") application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
 - i. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - ii. The capability to interface with the Facility's Jail Management System ("JMS"). The JMS provider is New World Systems – Office of Information Systems, Gene Markle at 248-269-1000. It is the Vendor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Vendor will be able to meet the PIN requirements listed below with the

initial implementation. The Sheriff's Department shall not be responsible for paying any amount associated with the required interface.

- 1) The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
 - 2) The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS
 - 3) JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 4) JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
 - 5) JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - 6) The ITS, without an interface with the JMS, auto-generates the complete PIN;
 - 7) The ITS accepts a manually entered PIN.
- iii. If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
- iv. The Sheriff's Department currently utilizes a 12-digit PIN comprised of a 8-digit inmate ID and a unique 4-digit security code which is customizable by the inmate.
- v. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Vendor as described in Section II. C. 9 - Cooperation.
- vi. PINS shall be required for booking/intake phone(s).
- vii. Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility(s) or group of inmate telephones located at the Facility(s).
- viii. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- b. The ITS shall have the capability to store a list of Personal Allowed Numbers ("PAN") associated with each PIN.
- i. PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - ii. The quantity of approved telephone numbers within a PAN shall be configurable.
 - iii. Vendor shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
 - iv. Vendor shall indicate whether the proposed ITS is capable of documenting all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).

- v. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
 - vi. Vendor shall indicate whether the ITS is capable of auto-enrolling PANs to avoid manual entry.
 - vii. Vendor shall indicate whether the ITS can accommodate a specific timeframe (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.
- c. The Sheriff's Department requires a method of distributing court ordered funds for inmates assigned Pro-Per status. The Vendor shall generate a secondary PIN for use by inmates assigned Pro-Per status; enabling the Sheriff's Department to track, report, and reconcile usage. Vendor shall indicate its process for allocating specified number of calls, dollar amount or minutes of use per week for Pro-Per inmates.
- i. The Sheriff's Department currently requires the on-site administrator to create or modify information in the ITS to reflect the current status of Pro-Per inmates and the dollar amount allocated weekly for calls to be placed to a list of 10 PANs. The on-site administrator is also required to edit the PAN list as requested by the Sheriff's Department.
 - ii. Vendor shall cover the initial cost of debit purchased by the Sheriff's Department for Pro-Per inmates.
 - iii. Vendor shall invoice separately to the Sheriff's Department debit purchased for Pro-Per inmates by the 15th day of the month for debit purchased during the preceding traffic month. Vendor shall provide documentation to support the invoiced amount. Vendor shall format the invoice as required by the Sheriff's Department.

5. Compensation:

- a. Gross Revenue is generated by and through the proposed ITS. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Vendor.
- b. Vendor shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, Local Exchange Carrier (LEC) adjustments or any other Vendor expense.
- c. Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility(s) must be approved by the Sheriff's Department prior to implementation. The Sheriff's Department and

Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to the Sheriff's Department.

- d. Any charges/fees added to the called party's bill without the express written consent of the Sheriff's Department shall incur a fee of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
 - i. The Sheriff's Department shall notify Vendor of any unapproved additional fees and/or charges of which the Sheriff's Department becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to the Sheriff's Department within 30 days.
 - ii. Should the Sheriff's Department and Vendor mutually agree that the charges/fees will remain, the Sheriff's Department and Vendor shall mutually agree on a method for compensation.
 - iii. Should the Sheriff's Department and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- e. Notwithstanding the foregoing, Gross Revenue does not include:
 - i. Pre-Paid Collect Fees. Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Vendor or a third party (i.e. Western Union) to accept calls. All pre-paid collect fees must be approved by the Sheriff's Department and are subject to the penalty defined above if not approved by the Sheriff's Department in advance. Vendor shall comply with the fees approved by the Sheriff's Department in **Section IV, A (#10) – Minimum Qualifications.**
 - ii. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
 - iii. A "Free" call shall be defined as a call not generating any revenue or compensation for Vendor. Calls to telephone numbers that appear on the free call list supplied by the Sheriff's Department or from inmate telephones approved by the Sheriff's Department to process free calls shall not generate revenue or compensation for Vendor and shall not be commissionable to the Sheriff's Department. Only those numbers designated by the Sheriff's Department on the free call list and inmate telephones approved by the Sheriff's Department to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Vendor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to the Sheriff's Department. The Sheriff's Department reserves the right to enter a free number in the ITS as deemed appropriate by the and without the assistance of Vendor.
 - iv. In the event Vendor completes unauthorized free calls, the completed calls will be considered part of Gross Revenue and commission for the calls shall be due and payable under **Section II, E (#6) – Commission Payment and Reporting.**
 - v. Complimentary calls associated with Vendor's pre-paid collect program are not commissioned. Vendor shall specify the duration of and the frequency

between each complimentary call to a unique telephone number. Vendor shall indicate how complimentary calls are labeled in the call detail records.

- f. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and commissionable regardless if Vendor can bill or collect revenue on the call.
- g. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.
 - i. Vendor may, upon request from the Sheriff's Department, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Vendor is solely responsible for obtaining a resale certificate from the commissary provider. Vendor is responsible for obtaining all proper documentation from the commissary provider. Vendor's agreement with the commissary provider must address the requirements set forth in this section.
- h. It is expressly understood that the Sheriff's Department is not responsible in any way, manner or form for any of Vendor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Vendor's services.
- i. Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable under **Section II, E (#6) – Commission Payment and Reporting.**
 - i. On the 5th day of the month following the month of traffic, Vendor shall submit a monthly invoice and corresponding debit purchase or usage report to the Sheriff's Department for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- j. Vendor may include a Minimum Supplemental Payment in addition to the commission proposal shown in **Section IV, B (#3) – Selection Criteria.**
- k. Vendor may include an up-front Minimum Annual Guarantee ("MAG") or a Minimum Monthly Guarantee ("MMG") payment to be specified in **Section IV, B (#4) – Selection Criteria.**

6. Commission Payment and Reporting:

- a. Vendor shall provide monthly commission payments and traffic detail reports to the Sheriff's Department on or before the 15th day of the month following the traffic month. The Sheriff's Department requests commission payments are sent via wire transfer. The Sheriff's Department requires the traffic detail reports be sent electronically in an exploitable format.

- b. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facility(s):
 - i. Facility Name;
 - ii. Facility Identification Number/Site Identification Number;
 - iii. Facility Address (Street, City, State and Zip);
 - iv. Automatic Number Identifier;
 - v. Inmate Telephone Station Port/Identifier;
 - vi. Inmate Telephone Location Name;
 - vii. Local Call, Minutes, Gross Revenue and Commission (per inmate telephone);
 - viii. Intralata/Intrastate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
 - ix. Interlata/Intrastate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - x. Intralata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - xi. Interlata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - xii. International Calls, Minutes Gross Revenue and Commission (per inmate telephone);
 - xiii. Commission Rate (%);
 - xiv. Total Calls, Minutes, Revenue and Commission Amount (per inmate telephone); and
 - xv. Traffic Period and Dates.
- c. Vendor shall provide a sample report showing how all of the above requirements will be met. Vendor shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions addendum section of its response to this RFP.
- d. Vendor shall provide monthly system platform Call Detail Records (“CDRs”), billing files and a miscellaneous charges/fees report to the Sheriff’s Department no later than the 15th day of the month following the month of traffic.
- e. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
 - i. Record ID;
 - ii. Facility Name;
 - iii. Facility ID;
 - iv. From ANI;
 - v. To ANI;
 - vi. Batch Number/ID;
 - vii. Seconds;
 - viii. Revenue Period;
 - ix. Date (yymmdd);
 - x. Connect Time (hhmmss);
 - xi. Billable Time (mmmmss);
 - xii. Multiple Rate Indicator;
 - xiii. Personal Identification Number Digits;

- xiv. Originating City;
 - xv. Originating State;
 - xvi. Bill City;
 - xvii. Bill State;
 - xviii. Rounded Bill Time Indicator;
 - xix. Bill Number;
 - xx. LATA ID;
 - xxi. Settlement Code;
 - xxii. Message Type;
 - xxiii. Charge Amount;
 - xxiv. Additional Fees and Line Surcharges;
 - xxv. Specialized Calling Indicator;
 - xxvi. Validation Indicator;
 - xxvii. Tax Exempt Indicator;
 - xxviii. Rate Period; and
 - xxix. Rate Class.
- f. Vendor shall also provide a sample billing file in Exchange Message Interface (EMI) format (showing all fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released in the Exceptions addendum section of its response to this RFP.
- g. The raw CDRs shall contain all calls (both attempted and completed), and inbound voicemail messages and voicemail retrievals, which originate from the Facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- i. Facility Name;
 - ii. Facility ID;
 - iii. From ANI;
 - iv. To ANI;
 - v. Batch Number / ID;
 - vi. From City;
 - vii. From State;
 - viii. To City;
 - ix. To State;
 - x. Station ID;
 - xi. Phone Name or Location;
 - xii. Inmate ID;
 - xiii. Personal Identification Number;
 - xiv. Pre-Paid Card ID;
 - xv. Revenue Period;
 - xvi. Call Start (yymmdd; mmss);
 - xvii. Call End (yymmdd; mmss);
 - xviii. Seconds;
 - xix. Call Type (e.g. local, etc.);
 - xx. Bill Type (e.g. free, collect, etc.);
 - xxi. Cost;
 - xxii. Tax;
 - xxiii. Validation Result;
 - xxiv. Termination Reason;

- xxv. LIDB Status; and
 - xxvi. Completion Indicator.
- h. The miscellaneous charges/fees report shall contain, without limitation, the following information:
- i. Facility ID;
 - ii. Date;
 - iii. From ANI;
 - iv. To ANI;
 - v. Billed ANI;
 - vi. Fee Type; and
 - vii. Fee Amount.
- i. The system CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.
- j. As part of the proposal packet, the Vendor shall provide a sample CDR (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released.
- k. Commission discrepancies must be resolved by Vendor, and to the Sheriff's Department reasonable satisfaction, within 30 days of receipt of discrepancy notification from the Sheriff's Department or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of the Sheriff's Department. The Sheriff's Department further retains the right to pursue any other legal remedies it deems necessary.
- l. Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by the Sheriff's Department after the date specified above are subject to late charges and/or fees.
- i. Late charges and/or fees for commission payments shall be equal to 5% per month of the commission due.
 - ii. Late charges and/or fees for reporting shall be \$750.00 per month for each report not received by the 15th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
 - iii. If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

7. Billing and Pre-Paid Accounts:

- a. Vendor shall comply with the fees approved by the Sheriff's Department in **Section IV, A (#10) – Minimum Qualifications** of this RFP which are charged to the end-user's telephone bill or associated with Vendor's payment options (including those from third parties). No additional fees are allowed.
- b. The Sheriff's Department requires the Collect Call Threshold be a monthly minimum of \$100.00 per unique telephone number. The month begins on the day the called party accepted the first call from an inmate. Once a customer has met his or her threshold limit, the number then becomes blocked.
- c. The Sheriff's Department requires Vendor issue refunds for any pre-paid funds remaining in any pre-paid account upon end-user request whether the account is

active or inactive. Should an account be deactivated by Vendor and the end-user requests to reactivate the account and receive calls from the Facilities, the funds shall be made available to the end-user by Vendor. No fees shall be charged to the end-users and/or inmates for refunds or reactivation of funds associated with a pre-paid account.

- d. Vendor shall describe its validation process:
 - i. whether Vendor's validation is done real-time or batch.
 - ii. the process for unblocking a phone number which was originally restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit ("Collect Call Threshold").
 - iii. the timeframe for removing a restriction once payment is received by the LEC.
- e. Vendor shall specify the following regarding its billing processes:
 - i. how collect calls are billed and the name and phone number of the billing company.
 - ii. how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
 - iii. its process for collecting, rating, sorting, distributing and billing of collect calls.
- f. Vendor shall specify the following regarding its pre-paid collect program:
 - i. all of the types of payment options available to the end-users (e.g. Visa, Master Card/debit card, money order and etc.).
 - ii. the timeframe for a pre-paid account to become dormant/expire. Vendor shall state whether the timeframe is configurable.
 - iii. the minimum amount required on a pre-paid collect account to complete a call.
 - iv. what happens when an inmate attempts a call to a pre-paid collect account that has insufficient funds.
- g. Vendor shall describe its direct bill option.

8. Customer Service:

- a. Provide the following information regarding Vendor's processes for handling end-user/customer service matters:
 - i. procedure(s) for handling end-user complaints.
 - ii. whether Vendor's customer service center defaults to an Interactive Voice Response ("IVR") or a live customer service representative.
 - iii. the hours of availability for a live customer service representative.
 - iv. the average on-hold time to reach a live representative.
 - v. procedure(s) for handling refund requests and the timeframe for completing such requests.

9. Carriers and Provider:

- a. Vendor shall promptly notify the Sheriff's Department in writing of any local and or long distance telephone service carrier and or provider involved in the provision of telephone service at the Sheriff's Department Facilities. Vendor shall also notify the Sheriff's Department of any rules, regulations and or practices employed by such carriers or providers that will have any effect on the options, and or features of the ITS.
- b. If the Sheriff's Department finds that any rule, regulation and or practice of any of Vendor's carriers or providers interferes with or negatively impacts any aspect of the service, options, and or features of the Vendor's ITS, the Sheriff's Department may demand and Vendor agrees to comply with cessation of violation of such rule, regulation and or practice, either by said carrier or provider or by a change of carrier and/or provider.

10. Termination:

- a. In the event Vendor fails to perform any terms or conditions of the Agreement, the Sheriff's Department may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of the Sheriff's Department within 30 calendar days of receipt of such notice, the Sheriff's Department may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Section II, C (#12) - Transition/Operation Plan**.
- b. The Sheriff's Department may terminate the Agreement at any time, without penalty, upon Vendor's receipt of 90 days written notice. Upon termination, Vendor shall follow the transition requirements outlined in **Section II, C (#12) - Transition/Operation Plan**.
- c. For any reason, should Vendor be unable to satisfy the requirements contained in the Agreement, the Sheriff's Department may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

11. Reconciliation:

- a. The Sheriff's Department will have the right from the Effective Date of the Agreement and for a period of three (3) years after the termination date of the Agreement, upon ten (10) business days written notice, to fully reconcile or examine any and all Vendor information pertaining to the Agreement. The Sheriff's Department will also have the right to have another independent Agency of the Sheriff's Department's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.
- b. The Sheriff's Department requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, miscellaneous fees/charges report, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Agreement.
- c. The Sheriff's Department reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the Sheriff's Department's sole choice.

12. Training:

- a. Vendor shall provide onsite training to the Sheriff's Department staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the Sheriff's Department. Training manuals shall be provided to the Sheriff's Department staff at all training meetings and will become the property of the Sheriff's Department.
- b. When requested by the Sheriff's Department, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
- c. Vendor will also provide full documentation for all of the ITS features.
- d. Vendor shall prepare a training video to be played in the inmate housing areas that demonstrates how to use the ITS.

III. Submission Requirements

A. Time and Place for Submission of Proposals

1. Vendor must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Vendor is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by the Sheriff's Department may be rejected without notification.
2. Proposals are encouraged to be concise. Elaborate or lengthy proposals are discouraged. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Vendor's ability to satisfy the requirements of this RFP.
3. Proposals must be received by 2:00 p.m. (PST), on February 10, 2015. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with Henry Gong, San Francisco Sheriff's Department City Hall, Room 456, or mailed via U.S. Postal Service (USPS), or another delivery service, addressed as follows:

Henry Gong
San Francisco Sheriff's Department
SFSD City Hall, Room 456
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4676

B. Format

1. Vendors shall submit six (6) copies of the proposal. One (1) copy shall be marked "Original" and the others marked "Copies". Two (2) copies of required CMD Forms, separately bound, are also submitted along with the proposals, in a sealed envelope clearly marked Inmate Telephone Service to the above location. Also, Vendor shall provide its response to the Financial Proposal in a sealed, clearly marked envelope, and submit with its proposal packet.
2. Proposers must include one (1) CD of the complete proposal with each section of the Vendor's proposal as a separate file in PDF format. Each file must mirror the Table of Contents in this RFP.
3. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.
4. For word processing documents, the Sheriff's Department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).
5. The department will place proposals in three-ring binders for the review panel. Proposers must use three-hole recycled paper, print double-sided to the maximum extent practical, and bind the proposal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Proposers must not bind the proposal with a spiral binding, glued binding, or anything similar. Vendor may use tabs or other separators within the document.
6. The proposed services must be clearly explained, including a detailed description of the tasks, equipment, and services that will be used to meet the proposal requirements. The reader of the proposal should have a clear understanding of each

portion as well as the overall process. The use of acronyms, legal terms and industry jargon should be avoided.

C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. Table of Contents (up to 1 page)

All pages of the proposal, including all enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

2. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by Vendor to obligate Vendor to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by Vendor that Vendor is willing and able to perform the commitments contained in the proposal.

3. Project Approach (up to 20 pages)

Describe the services and activities that Vendor proposes to provide to the Sheriff's Department. Include the following information:

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the Sheriff's Department required time frame including a letter of confirmation for the required debit interfaces as described in **Section II. C. (#4) – Debit Application.**; and
- c. Assignment of work within Vendor's work team.

4. Firm Qualifications (up to 2 pages)

Provide information on your firm's background and qualifications which addresses the following:

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of Vendor, as well as how any joint venture or association would be structured; and
- c. A description of not more than four (4) projects similar in size and scope prepared by Vendor including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. If joint consultants or subconsultants are proposed provide the above information for each.

5. Team Qualifications (up to 2 pages)

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a 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 Sheriff's Department prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

6. References (up to 1 page per reference)

Provide references for the lead consulting firm, lead project manager, and all subconsultants, including the name, address and telephone number of at least three (3) but no more than five (5) recent clients (preferably other public correctional agencies).

7. Financial Proposal

The Sheriff's Department intends to award this contract to the Vendor that it considers will provide the best overall program services. The Sheriff's Department reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

IV. Minimum Qualifications and Selection Criteria

A. Minimum Qualifications

1. Any proposal that does not demonstrate that the Vendor meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.
2. Proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. The Sheriff's Department may reject Vendor's proposal for any of, but not be limited to, the following:
 - a. Evidence of collusion with or among other Vendors submitting a proposal;
 - b. Inappropriate contact or discussions; or,
 - c. Incorrect or contradictory information and/or false statements included in Vendor's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.
3. Vendor must provide concrete evidence that they currently have an operable interface with Keefe Commissary Network with a client, similar in size to the San Francisco Sheriff's Department.
 - a. Vendor must process a debit card refund for unused phone time/balance of at time of inmate release.
4. The Sheriff's Department expressly reserves the right to accept or reject all proposals with or without cause or accept or reject any proposals, modifications, or alterations or waive any technicalities or provisions, with cause or for not meeting the **Minimum Qualification as defined in Section IV. A.**
5. At a minimum, all prospective Vendors must be able to meet the following:
 - a. Vendor must currently manage and operate an ITS with a minimum annual gross revenues of \$500,000.
 - b. Vendor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the Sheriff's Department to provide these services.
 - c. Vendor must submit with its proposal Vendor's current annual report and its 2 most recent Dun and Bradstreet reports to demonstrate that it is in good financial condition and has demonstrated capability to administer public funds.
6. Vendor must be able to provide and maintain all the wiring, parts, equipment, components, etc. that comprise the ITS at no cost to the Sheriff's Department.
7. Vendor must attend the Mandatory Pre-Proposal Conference and Facility tours.
8. The Vendor must be mutually exclusive as an Inmate Telephone Service Provider. The Vendor cannot provide ITS and ITS Compliance Monitoring Services concurrently to the Sheriff's Department.
9. Vendor must be a City-approved vendor by the time of contract award.
10. Vendor shall comply with the required calling rates and fees below.
11. The Sheriff's Department currently utilizes ITS commissions to recoup some but not all administrative and operational costs for its Facilities. Under this RFP and the awarded Agreement, the Sheriff's Department shall recoup from Vendor certain administrative and operational expenses incurred in providing inmate telephone

services (“Cost Reimbursement Payment”). The current Cost Reimbursement Payment is estimated at \$1,200 per month and shall be due and payable upon receipt of the invoice by Vendor and as outlined in **Section IV. A (#6) – Commission Payment and Reporting** of the RFP. Should a federal, state or local regulatory agency issue a ruling which significantly lowers the calling rates or compensation in the awarded Agreement, the Sheriff’s Department reserves the right to increase the Cost Recovery Payment from Vendor to include all costs related to the provision of the ITS. The Sheriff’s Department and Vendor will negotiate in good faith to adjust the calling rates, compensation and Cost Recovery Payment in the Agreement and make them in compliance with the calling rates implemented by the regulatory agency or terminate the Agreement without penalty to the Sheriff’s Department so that the Sheriff’s Department may select another inmate telephone service provider.

Current Calling Rates – INFORMATIONAL PURPOSES ONLY

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$1.25	\$0.10	\$1.75	\$0.10	\$1.25	\$0.10
Intralata/Intrastate	\$1.50	\$0.17	\$1.50	\$0.17	\$1.50	\$0.17
Interlata/Intrastate	\$1.50	\$0.17	\$1.50	\$0.17	\$1.50	\$0.17
Interlata/Interstate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
International	n/a	n/a	n/a	n/a	\$3.95	\$1.60

Required Calling Rates

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$0.00	\$0.17	\$0.00	\$0.17	\$0.00	\$0.17
Intralata/Intrastate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
Interlata/Intrastate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
Interlata/Interstate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
International	n/a	n/a	n/a	n/a	\$3.95	\$1.60

Pre-Paid Collect Transaction Fee (Live and IVR) - \$4.75.

Refund Fee – \$0.00

All Other Fees - \$0.00

The Sheriff’s Department shall allow required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in Inmate Telephone Service. The Sheriff’s Department intends to evaluate the proposals generally in accordance with the criteria itemized below. The committee panel will convene and review all proposals received by the due date and time. Upon completion of the review, the panelists will assign points, as outlined below. If deemed necessary by committee panel, the highest scoring Vendor(s) may be interviewed by the committee panel. The Sheriff’s Department shall provide the highest scoring Vendor(s) with an agenda specifying the items to be covered during the Vendor's interview.

The award will be made to the Vendor with the highest number of total points. The Sheriff’s Department intends to award this contract to the Vendor that it considers will provide the best overall ITS. The Sheriff’s Department reserves the right to accept an offer from other than the Vendor with highest commission proposal. The Sheriff’s Department reserves the right to award an Agreement to the next highest scored Vendor if the awarded Vendor does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.

1. Project Approach (75 points of 100 possible points)

Item	Category	Points Possible
a.	Ability to provide Scope of Work described in RFP	15
b.	Installation, Transition, Maintenance and Service	15
c.	Reporting	10
d.	Monitoring, Recording and ITS User Application	10
e.	PIN and Debit Applications	5
f.	Commissary Ordering and Visitation Scheduling	5
g.	Video Visitation	5
h.	Automated Information Technology	5
i.	Experience, Team Qualifications and References	5

2. Commission Rate (5 points of 100 possible points)

Vendor’s commission percentage shall be applied to local, intralata/intrastate, interlata/interstate and international Gross Revenue as defined in **Section II, E (#5) – Compensation**. Vendor’s commission percentage of 0% shall be applied to interlata/interstate Gross Revenue as defined in **Section II, E (#5) – Compensation**.

The **maximum** commission percentage on local, intralata/intrastate, interlata/intrastate and international Gross Revenues shall be 65%. Vendor with the highest commission offer up to the maximum percentage of 65% will receive all points possible. The other Vendors will receive points using the following formula:

The Vendor’s proposed commission % offer divided by the highest proposed commission % offer submitted, multiplied by number of total possible points and rounded to the nearest tenth.

Proposed Vendor Commission % X (5 Points) = Points (rounded to the nearest tenth)
Highest Proposed Commission %

3. Minimum Supplemental Payment (5 points of 100 possible points)

Vendor may provide an annual supplemental payment \$_____

The Sheriff's Department requires a **minimum** supplemental payment of \$448,000.00 to be paid upon Agreement execution. Vendor **may offer a higher** supplemental payment than the minimum required by the Sheriff's Department. Vendor with the highest supplemental payment will receive all points possible. The other Vendors will receive points using the following formula:

Vendor's proposed supplemental payment, divided by the highest proposed supplemental payment submitted, multiplied by the number of total points possible and rounded to the nearest tenth.

Proposed Supplemental Payment X (5 points) = Points (rounded to the nearest tenth)
Highest Proposed Supplemental Payment

4. MMG or MAG – Minimum Monthly or Annual Guarantee (5 points of 100 possible points)

Vendor may provide a MAG (Minimum Annual Guarantee) or an MMG (Monthly Minimum Guarantee) \$_____

Vendor offering the highest MAG/MMG will receive all points possible. The other Vendors will receive points using the following formula:

Vendor's proposed MAG/MMG, divided by the highest proposed MAG/MMG submitted, multiple by the number of total points available and rounded to the nearest tenth.

Proposed MMG/MAG X (5 points) = Points (rounded to the nearest tenth)
Highest Proposed MMG/MAG

5. Interview Scoring Criteria (5 points of 100 possible points)

If the three (3) highest scoring Vendors are invited for an interview, interviewed Vendors will be awarded points between 5 and 0. Vendors who are not invited to interview will receive zero points.

If no interviews are conducted all Vendors will receive 5 points.

- 6. Proposals offering to extend Free Local Calls in the San Francisco Bay Area will receive 5 points. Proposals not offering to extend Free Local Calls in the San Francisco Bay Area will receive 0 points (5 points of 100 possible points).**

VENDOR NAME: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____ DATE: _____

V. Pre-proposal conference and Contract award

A. Pre-Proposal Conference

1. **Vendors must attend a mandatory pre-proposal conference on January 13, 2015, at 9:00 am to begin at County Jail #1.** Each Vendor may have no more than two (2) representatives (one (1) technician and one (1) operational representative) at the pre-proposal conference held at the beginning of the Facility Tour. **Every Vendor employee participating in the Facility Tour must complete all information on Appendix F, Administrative Clearance Request, Section: INDIVIDUAL REQUIRING JAIL CLEARANCE and return by December 22, 2014.** This includes providing each representative's name, date of birth, driver's license number and social security number, ethnicity and gender.
2. The conference will convene promptly at 9:00 am with an introduction and review of the RFP. This will be followed by a Facility tour of the downtown County Jails ##1, 2, 3 (currently closed) and #4. The Facility tour will end at County Jail #5 in San Bruno, The approximate time to conduct the pre-proposal conference and Facility tours is five hours, but the schedule is subject to change, as may be required due to Facility operational needs. Vendors should plan to dedicate the full business day in the event of any unforeseen delays. **Any Vendor that has not attended the pre-proposal conference and Facility tour will be considered non-responsive to the requirements of the RFP, and will not have their proposal evaluated.** 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 III – Submission Requirements**.
3. Additional information surrounding each of the County Jails can be located at:
http://www.sfsheriff.com/jail_visitor_info.html

B. Contract Award

1. The Sheriff's Department will select a Vendor with whom the Sheriff's Department staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the Sheriff's Department of all terms of the proposal, which may be subject to further negotiations and approvals before the Sheriff's Department may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Sheriff's Department, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked Vendor.
 - a. The awarded Vendor shall not unduly delay negotiations or execution of an Agreement. Vendor is expected to respond promptly to the Sheriff's Department requests.
2. The Vendor with the highest commission offer is not guaranteed award of an Agreement.
3. The Sheriff's Department reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Vendor's proposal.
4. The Sheriff's Department reserves the right to review Vendor's Agreements with its subcontractors to ascertain whether Vendor has the necessary operational systems in place to fulfill the requirements of this RFP.

5. Final Decision

The Sheriff's Department shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of the Sheriff's Department's final decision.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Vendors are responsible for reviewing all portions of this RFP. Vendors are to promptly notify the Sheriff's Department, in writing, if the Vendor discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Sheriff's Department promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

henry.gong@sfgov.org

C. Objections to RFP Terms

Should a Vendor object on any ground to any provision or legal requirement set forth in this RFP, the Vendor must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the Sheriff's Department 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.

D. Change Notices

The Sheriff's Department may modify the RFP, prior to the proposal due date, by issuing Bid Addendum(s), which will be posted on the website. The Vendor shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Sheriff's Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the Sheriff's Department recommends that the Vendor consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s).

E. Term of Proposal

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.

F. Revision of Proposal

A Vendor may revise a proposal on the Vendor's own initiative at any time before the deadline for submission of proposals. The Vendor must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

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 Vendor.

At any time during the proposal evaluation process, the Sheriff's Department may require a Vendor to provide oral or written clarification of its proposal. The Sheriff's Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the Sheriff's Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the Vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The Sheriff's Department accepts no financial responsibility for any costs incurred by a Vendor in responding to this RFP. Submissions of the RFP will become the property of the Sheriff's Department and may be used by the Sheriff's Department in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Vendors must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Vendor is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Vendor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential Vendor about a contract. The negotiation period ends when a contract is awarded or not awarded to the Vendor. Examples of initial contacts include: (1) a Vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a Vendor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- 1. Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- 2. Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- 3. Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

4. For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or Vendors seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a Vendor is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The Vendor must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Vendor's meetings and records, and (2) a summary of all complaints concerning the Vendor's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Vendor's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
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 RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

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

N. Local Business Enterprise Goals and Outreach

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this RFP.

1. LBE Subconsultant Participation Goals – Waived by CMD.

2. LBE Participation – Waived by CMD.

3. CMD Forms to be Submitted with Proposal

- a. All proposals submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: 1) CMD Contract Participation Form, 2) CMD “Good Faith Outreach” Requirements Form, 3) CMD Non-Discrimination Affidavit, 4) CMD Joint Venture Form (if applicable), and 5) CMD Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.
- b. Please submit only two copies of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled CMD Forms.
- c. If you have any questions concerning the CMD Forms, you may call the Contract Monitoring Division at (415) 581-2310.

VII. Contract Requirements

A. Standard Contract Provisions

The successful Vendor will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, 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 firm and may proceed against the original selectee for damages. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower. (Shown higher to lower.)

1. Negotiated contract and any amendments or addenda;
2. RFP and any amendments or addenda;
3. Vendor's final proposal.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§ Section 34, **“Nondiscrimination; Penalties”** in the Agreement); the Minimum Compensation Ordinance (§ Section 43, **“Requiring Minimum Compensation for Covered Employee”** in the Agreement); the Health Care Accountability Ordinance (§ Section 44, **“Requiring Health Benefits for Covered Employees”** in the Agreement); the First Source Hiring Program (§ Section 45 **“First Source Hiring Program”** in the Agreement); and applicable conflict of interest laws (§ Section 23, **“Conflict of Interest”** in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful Vendor will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD’s website at www.sfcmd.org.

C. Minimum Compensation Ordinance (MCO)

The successful Vendor will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires Vendors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, [see § Section 43 **“Requiring Minimum Compensation for Covered Employee” in the Agreement.**]

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that Vendors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful Vendor will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Vendors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP).

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

The successful Vendor will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Vendor will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Vendor might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five (5) working days of the City's issuance of a notice of non-responsiveness, any Vendor that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5th) working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Vendor, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Vendor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within five (5) working days of the City's issuance of a notice of intent to award the contract, any Vendor that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5th) working day after the City's issuance of the notice of intent to award.

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

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Henry Gong
San Francisco Sheriff's Department
SFSF City Hall, Room 456
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4676

D. Surety Bonds

Within 10 calendar days after the award of the RFP /Agreement execution date and prior to any installation work or equipment delivery, the awarded Vendor shall furnish a bond in the form of a Surety Bond, Cashier's Check, or Irrevocable Letter of Credit, issued by a surety company authorized to do business in the State of California, and payable to the Sheriff's Department.

The Surety Bond must be made payable to the Sheriff's Department in the amount of \$150,000.00 and will be retained during the full term of the Agreement and any renewal terms. Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.

In the event the Sheriff's Department exercises its option to renew the Agreement for an additional term, Vendor shall be required to maintain the Surety Bond for the renewal

term, pursuant to the provisions of this section, in an amount stipulated at the time of the Agreement renewal.

Appendix A

CMD Attachment 2 (Separate Document)

Appendix B

Standard Forms

The requirements described in this Appendix are separate from those described in Appendix A.

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Contract Monitoring Division at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification http://sfgsa.org/index.aspx?page=4762 www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration http://sfgsa.org/index.aspx?page=4762	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits	CMD-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	http://sfgsa.org/index.aspx?page=4762 In Vendor Profile Application		between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	
4.	CMD LBE Certification Application http://sfgsa.org/index.aspx?page=4762 In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Unit 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Where the forms are on the Internet

Office of Contract Administration

Homepage: www.sfgov.org/oca/
 Purchasing forms: Click on “Required Vendor Forms” under the “Information for Vendors and Contractors” banner.

Contract Monitoring Division



CMD’s homepage: <http://sfgsa.org/index.aspx?page=5365>
 Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>
 LBE certification form: <http://sfgsa.org/index.aspx?page=5364#Section%20V>

Appendix C

Agreement for Professional Services (P-500) – Separate Form

Appendix D

San Francisco Sheriff's Department Jail Clearance Policy

 POLICY AND PROCEDURE	Date Issued: 04/19/1993	Policy #: SFSD 01-08
	Last Revised: 01/03/2013	Formerly E-02
	Related Policies: SFSD 01-02 Public Information Policy SFSD 01-09 CORI Security	
Chapter: 01 Administration	Approved By:  Ross Mirkarimi, Sheriff	
	Title: Jail Clearance	

POLICY: It is the policy of the San Francisco Sheriff's Department (SFSD) to ensure individuals that provide approved services to the SFSD have a method of obtaining an approved clearance to enter secure facilities (jails / San Francisco General Hospital Ward 7D / 7L).

PURPOSE: To provide standards and guidelines for ensuring the safety and security of the jails while allowing access to individuals providing approved services to SFSD.

I. General:

- A. Criminal history checks are completed on individuals requesting admittance to a secure facility.
 - 1. Consistent with legal requirements, the SFSD reserves the right to query criminal justice information systems on any individual entering a jail for any reason.
- B. Administrative Jail Clearance forms should be submitted to the Jail Clearance Officer at least 48 hours prior to the anticipated time of admittance.
 - 1. The Custody Division Commander or the facility / watch commander may approve Administrative Jail Clearances at the facility level.
- C. Individuals requiring a Long Term Jail Clearance shall apply for a Long Term Jail Clearance at the same time as they apply for a Temporary Jail Clearance.
 - 1. Long Term Jail Clearances are valid from 61 days up to 2 years.
 - 2. Temporary Jail Clearances are valid from 1 through 60 days.
 - a. Temporary Jail Clearances may be renewed when services are required beyond a 60 day period.
- D. An individual issued a Jail Clearance card shall apply for a new Jail Clearance card at least 10 days prior to the expiration date of their current clearance card.
- E. Upon presentation of a current picture identification card, the following individuals do not require a Jail Clearance and may enter a secure facility at any time, excluding change of watch / shift as posted:
 - 1. sworn employees of law enforcement agencies on official business;
 - 2. local probation department officers;
 - 3. state and federal parole agency officers;

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4. District Attorney (DA), Assistant District Attorneys, DA Investigators, Public Defender (PD), Deputy Public Defenders and PD Investigators;
 - a. The DA / PD offices may provide the SFSD with a current list of active attorneys and investigators to be kept at all entrances to jail facilities to expedite access.
 5. City Attorney and Deputy City Attorneys;
 6. Department of Social Services employees on official business and / or
 7. other state or city department employees on official business.
- F. Non-uniformed representatives of the above agencies must present a valid credential issued by their agency and wear such identification on their outermost clothing in their upper torso area.
- G. Attorneys may enter a jail facility at any time, excluding change of watch / shift as posted.
- H. Attorneys must present an unexpired California State Bar Association card and valid picture identification.
1. Attorneys with expired California State Bar Association cards may be allowed admittance at the discretion of the facility or watch commander.
- I. Attorney representatives or private investigators may enter a secure facility at any time, excluding change of watch / shift as posted.
1. An attorney representative or private investigator may interview only inmates represented by the attorney of record.
 2. A representative must present a letter on official letterhead identifying the bearer as a legal representative of the attorney of record or licensed private investigator. The letter must include:
 - a. capacity in which the representative is visiting the inmate;
 - b. specific inmate to be interviewed and
 - c. full name, date of birth and California Driver's License or other valid picture identification number of representative.
 3. The letter is valid up to one year.
 4. A copy of the letter will remain at the jail.
 5. Licensed private investigators must present:
 - a. a private investigator's license issued by the Department of Consumers Affairs, Bureau of Security and Investigative Services Division and
 - b. a private investigator's license identification card with a picture of the private investigator and the license number.
- J. A religious representative, who has jail clearance, may use an interview room to interview members of their congregation.
1. A religious representative, who does not have a jail clearance and wants access to

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a jail, must contact the SFSD religious coordinator.

- K. A Jail Clearance may be suspended or revoked if there is written documentation of violations of jail rules and / or SFSD rules and regulations, including but not limited to:
 - 1. introduction of contraband or illegal items into the jail;
 - 2. sexual contact of any nature within the jail;
 - 3. use of jail access for purely social, non-business purposes and / or
 - 4. violations of any federal, state or local law.
- L. The facility commander or designee may authorize the termination of a visit or interview if inappropriate conduct is observed.
- M. The facility commander or designee may deny a jail clearance for any other articulable reason that indicates a possible threat to the security of the jail.
- N. Prior to any permanent revocation of a Jail Clearance, the facility commander or designee, when possible, should interview the subject of the revocation and obtain a statement of facts regarding the revocation.

II. Procedures:

- A. When an SFSD employee is in a jail and not in uniform, his / her SFSD identification card / badge will be worn on his / her outermost clothing on his / her upper torso area.
 - 1. A civilian employee must wear their jail identification card on their outermost layer of clothing on his / her upper torso area.
- B. Any SFSD contractor or service provider may request an Administrative Jail Clearance for an individual with a valid reason for entering a jail for a specific period of time.
- C. When a facility commander recommends a permanent revocation of a jail clearance, the facility commander shall send all the relevant documents including the statement of facts to the division commander.
 - 1. The division commander shall forward these documents to the Undersheriff.
 - a. In the absence of the Undersheriff or designee, these documents shall be forwarded to the Assistant Sheriff or designee.
- D. The Undersheriff, or the Assistant Sheriff in the absence of the Undersheriff, shall either uphold or dismiss the permanent Jail Clearance revocation.
- E. If the Undersheriff upholds the permanent revocation, the Jail Clearance Officer will send notification to all SFSD facilities / sections / units.
- F. An appeal of jail clearance revocation may be made through the chain of command to:
 - 1. the Facility Commander of the facility who revoked the clearance;
 - 2. the Custody Division Commander;
 - 3. the Undersheriff / Assistant Sheriff or
 - 4. the Sheriff (whose decision is final).
- G. A service provider, without jail clearance, requires a sworn escort in any area accessible

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to inmates.

1. For service providers requiring access to administrative areas, the sworn escort is at the discretion of the facility / watch commander.

III. Forms:

Jail Clearance Request Form

IV. Reference:

Not Applicable

APPENDIX E

**RFP REGISTRATION FORM
RFP #SHF2015-01
Inmate Telephone Service Provider**

****IMPORTANT****

Upon receipt of the Request for Proposal (RFP) packet, please type or print clearly the information below and fax or email this form to the Sheriff's Department. This information is required in order for you to receive any notices regarding the RFP. The San Francisco Sheriff's Department (SFSD) is not responsible for providing notices regarding this RFP to any person or agency that did not complete and return this form.

Please complete the following form and fax or email:
Attn: Henry Gong at 415-554-7050, or email to henry.gong@sfgov.org

Date: _____

Name of person/agency to which RFP information should be sent to:

Name: _____

Title: _____

Agency: _____

E-mail: _____

Street address: _____

SFSD, State, Zip Code: _____

Telephone: _____

Fax: _____

Thank you for your interest in providing services to the San Francisco Sheriff's Department.

Appendix F

Administration Clearance Request



San Francisco Sheriff's Department ADMINISTRATIVE CLEARANCE REQUEST FORM

CLEARANCE REQUEST SUBMISSION (60 days or less)

Date submitted: / / Department/Agency/Unit:

Submitted by: Telephone #: Print Last name / First Name

Fax#: Reason for clearance:

of days requested: Sequential dates: Start date / / End date / /

Single or non-sequential date(s): / / , / / , / / , / /

Access requested to County Jail(s) (circle only jails needed) 1 2 3 4 5 6

INDIVIDUAL REQUIRING JAIL CLEARANCE

Name: Date of birth: / /

Address: Telephone #:

Race: White Black Hispanic Asian Other Gender (circle one) M F

Social Security #: Driver License #:

Alternate ID / Type: Out of State (State) (If applicable)

ADMINISTRATIVE CLEARANCE

Date received: / / Date faxed to the jail(s): / /

Check conducted by: Deputy's name Star #:

Formats checked:

Table with 3 columns: Format Name, Completed, Not Applicable. Rows include DMV - in/out of state, QN, CII & FBI, and WPS.

Results of computer check: Clear Not Clear

If not clear, give reason: Criminal history (no specific criminal history information can be provided) Other:

Approved by: Supervisor's name / star# Date: / /

60 day or less Jail Clearance box with Approved and Denied options, Supervisor only.

Fax to person requesting & to jail(s)

CITY & COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION



CMD ATTACHMENT 2

Requirements for Architecture, Engineering, & Professional Services Contracts

FOR CONTRACTS \$50,000 AND OVER

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Contract Monitoring Division ("CMD").
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the CMD website at <http://www.sfgov.org/cmd>.
- C. Chapter 14B allows for a ten percent (10%) rating discount, referred to in this Attachment 2 as a "rating bonus," for CMD certified Small – or Micro LBE's. Subject to certain limitations and exceptions, CMD SBA-LBEs may be entitled to a two percent (2%) rating bonus. Joint Ventures with Small or Micro-LBE participation may be entitled to a five percent (5%), seven and a half percent (7.5%), or to 10 percent (10%) rating bonus. The Certification Application is available on the CMD website at <http://www.sfgov.org/cmd>.

For assistance with CMD Attachment 2, please contact the following number(s):

CMD Main Office (415) 581-2310 or LBE Certification Unit (415) 581-2319

For compliance and assistance with the Equal Benefits Program, please contact the CMD Main Office.



1.02 SUBMISSION OF CMD FORMS

- A. **Unless otherwise authorized** by CMD, the proposer must submit the following CMD forms in a separate sealed envelope marked “CMD Forms” with the proposal. Failure to complete or submit any of the CMD Forms may cause the proposal to be deemed non-responsive and ineligible for contract award.

Proposers are responsible for reviewing the specific instructions and requirements on each CMD form.

1. **Form 2A: CMD Contract Participation Form:** Identify LBE subconsultants, vendors, and lower tier subconsultants that the proposal relies on to meet LBE subconsultant participation goal. Check the appropriate box under Rating Bonus.
2. **Form 2B: CMD “Good Faith Outreach” Requirements Form:** Document solicitation of LBE participation. This form must be submitted for every solicitation that includes LBE subconsultant participation. Proposer shall meet the specified LBE subcontractor participation goal and shall complete and submit Form 2B in accordance with Form 2B instructions.

In accordance with Section 14B.8(B) of the Administrative Code ("Code"), if a proposer does not demonstrate in its proposal that proposer exceeds the established LBE subcontracting participation goal by at least 35%, such proposer must demonstrate adequate good faith efforts to meet the LBE subconsulting goal. Such proposer must complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in Form 2B with its proposal. Failure to meet the LBE subconsulting participation goal and demonstrate/document adequate good faith efforts shall cause the proposal to be determined non-responsive and rejected.

If a proposer demonstrates in its proposal that it exceeds the established LBE subconsulting participation goal by 35% or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. Such proposer shall complete and submit Form 2B as required by Form 2B instructions. **NOTE: A SMALL OR MICRO-LBE PRIME PROPOSER MAY COUNT ITS OWN CONTRACT WORK TOWARD THE 35% GOOD FAITH EFFORTS EXCEPTION.**

- *Example:* The LBE subconsulting goal is 10%. Good faith efforts requirements will be waived if the Proposer:
 - 1) Meets the 10% LBE subconsulting goal;
 - AND**
 - 2) Has total LBE participation that equals or exceeds 13.5% of the total proposal amount. The 13.5% represents the 10% LBE subconsulting goal plus 35% of that 10% subconsulting goal.

LBE subconsulting goal set for project	10.0%
35% of the 10% LBE subconsulting goal	3.5%
Total LBE participation must equal or exceed:	13.5%

3. **Form 3: CMD Non-Discrimination Affidavit:** Must be signed by Proposer under penalty of perjury.
4. **Form 4: CMD Joint Venture Form:** Submit ONLY if the Proposer is requesting a rating bonus based on LBE participation in a joint venture partnership.
5. **Form 5: CMD Employment Form:** List the key personnel and responsibilities of the Proposer, Joint Venture partners, and Subconsultants.



B. CMD Contract Performance Forms

Proposers are responsible for reviewing the instructions and requirements on each form. The following CMD forms are submitted with progress and final payment requests.

1. **Form 7: CMD Progress Payment Form:** Submit to Contract Awarding Authority and to CMD for each payment request. *Note:* Page 2; column "A" of the form, ALL firms must be continuously listed including lower tier subconsultants for each payment request.
2. **Form 9: CMD Payment Affidavit:** Submit within ten (10) working days to Contract Awarding Authority and CMD following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there were no payments to subconsultants associated with the progress payment.
3. **Form 8: CMD Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be** completed for each LBE Joint Venture partner and LBE subconsultant (including lower-tier LBEs).
4. **Form 10: CMD Contract Modification Form:** This form shall be completed by the Consultant when any (all) amendments, modifications, or supplemental change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent modifications.

Failure to submit any CMD contract performance forms may result in sanctions under Section 14B.11.C including but not limited to withholding or delaying progress and final payments.

1.03 "GOOD FAITH OUTREACH" REQUIREMENTS

All proposers shall undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Administrative Code to select subconsultants to meet the LBE subconsulting participation goal, unless a proposer qualifies for the good faith efforts exception set forth in Section 14B.8(B) for proposers that demonstrate in their proposals that they exceed the established LBE subconsulting participation goal by 35% or more. Please see example in Section 1.02A.2 above.

Under Section 14B.8(C) of the Code, proposals that do not meet the LBE subconsulting participation goal set will be rejected as non-responsive unless the CMD Director finds that the proposer diligently undertook adequate good faith efforts required by Chapter 14B and that the failure to meet the goal resulted from an excusable error.

A proposer must contact an LBE before listing that LBE as a subconsultant in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive. Proposers are required to submit Form 2B and supporting documentation EVEN IF the LBE subconsulting goal has been met.

1.04 NON COMPLIANCE AND SANCTIONS

A. Non-Compliance with Chapter 14B

1. A complaint of non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
 - a. If the CMD Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the Chapter 14B, CMD Rules and Regulations, or



contract provisions pertaining to LBE participation, the CMD Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.

- b. If the non-compliance is not resolved through conference and conciliation, the CMD Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
 - c. The Director's finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on willful or bad faith noncompliance with the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation.
1. Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds willful or bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, CMD rules and regulations, or contract provisions pertaining to LBE participation, which may include:
 - i) reject all proposals;
 - ii) declare a proposal non-responsive;
 - iii) suspend a contract;
 - iv) withhold funds;
 - v) assess penalties;
 - vi) debarment;
 - vii) deny CMD certification;
 - viii) revoke CMD certification; or
 - ix) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by CMD.
 2. The Director's determination of non-compliance is subject to appeal pursuant to CMD Rules and Regulations.
 3. An appeal by a consultant to the City Administrator shall not stay the Director's findings.
 4. The CMD Director may require such reports, information and documentation from consultants, subconsultants, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.

B. Procedure for the collection of penalties is as follows:

1. The CMD Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the proposer or consultant that a determination of bad faith non-compliance has been made and that all payments due the proposer or consultant shall be withheld.
2. The CMD Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

PART II. RATING BONUS

2.01 APPLICATION

- A. **Eligibility for the LBE Rating bonus:** Certified Small or Micro-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus if the LBE is CMD certified in the type of work



that is called out by the Contract Awarding Authority. Under certain circumstances, SBA LBE's are eligible for an LBE rating bonus. A proposer that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing an CMD denial or revocation at the date and time the proposal is due is not an LBE and is not eligible to receive the rating bonus even if the firm is later certified or ultimately prevails in its appeal.

B. **Application of the Rating bonus:** The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

1. **Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To 400,000.** A 10% rating bonus will apply to any proposal submitted by an CMD certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
 2. **Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000.** A 10% rating bonus will apply to any proposal submitted by an CMD certified Small or Micro-LBE ...Pursuant to Section 14B.7(E), a 2% rating bonus will be applied to any proposal from an SBA-LBE, except that the 2% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.
 3. **Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000.** A 2% rating bonus will apply to any proposal submitted by an SBA-LBE..
 4. **The rating bonus for a Joint Venture ("JV") with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of \$10,000 and Less Than or Equal to \$10,000,000:**
 - a. 10% for each JV among Small and/or Micro LBE prime proposers.
 - b. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers..
 - c. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.
 - d. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.
 5. A 10% rating bonus for CMD LBE certified non-profit agencies for contracts estimated in excess of \$10,000, but less than or equal to \$10,000,000.
- C. The Rating Bonus for Small or Micro-LBEs or JVs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$10 million. The rating bonus for SBA-LBEs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

2.02 JOINT VENTURE/PRIME ASSOCIATION

- A. Each Small and/or Micro-LBE JV partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the Small and/or Micro-LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the Small and/or Micro-LBE. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. The joint venture partners must be of the same discipline/each possess the license required by the RFP and the LBE partner(s) must be CMD LBE certified in that area in order to be eligible for the rating bonus. The joint venture partners must be jointly responsible for the overall project management, control, and compliance with 14B requirements.



1. The Small and/or Micro-LBE JV partner's work must be assigned a commercially significant dollar value of the prime work and use its own employees and equipment.
 2. Each member of the joint venture must perform a “commercially useful function” as that term is defined by Section 14B.2 of the Ordinance. A Small and/or Micro-LBE JV partner that relies on the resources and personnel of a non-LBE firm will not be deemed to perform a “commercially useful function.”
 3. The following actions are prohibited: i) the non-LBE JV partner performing work for the Small and/or Micro-LBE JV partner; ii) leasing of equipment or property by the Small and/or Micro-LBE JV partner from the non-LBE JV partner; and iii) the hiring of the non-LBE JV partner’s employees by the Small and/or Micro-LBE JV partner.
 4. The Small and/or Micro-LBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV in direct proportion to its stated level of JV participation.
 5. The Small and/or Micro-LBE JV partner must perform work that is commensurate with its experience.
 6. A JV must submit an executed JV agreement and management plan detailing each JV partner’s responsibilities and tasks.
 7. A JV must obtain a Federal ID number for that entity.
 8. A JV must obtain a tax registration certificate from the City Tax Collectors Office for that entity.
- B. A prime association or partnership is considered the same as a joint venture and must comply with all the JV requirements stated above.
- C. The proposal items to be performed by the Small and/or Micro-LBE JV partner must be identified separately and all work must be accounted for, including subconsulting work.
- D. The cost of the work to be performed by the Small and/or Micro-LBE JV partners is to be calculated as a percentage of the work to be performed by the joint venture partners. The joint venture should deduct the amount of work to be performed by subconsultants from its total contract amount. This percentage is used to determine whether or not the joint venture is eligible for a rating bonus.

EXAMPLE:

Step 1. Calculate total JV partner work:

Total Contract Work	=	100%
Percentage of Total Contract Work Performed by Subconsultants	-	40%
Percentage of Total Contract Work Performed by JV partners	=	60%

Step 2. Calculate Small and/or Micro-LBE JV partner work:

	A	B	C
Description of JV Partners’ Scopes of Work	JV Partners’ Work as a % of the total contract	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
TASK 1	5%	3%	2%
TASK 2	20%	11%	9%
TASK 3	25%	12.5%	12.5%
TASK 4	10%	6%	4%
TOTAL JV Partner %	60%	32.5%	27.5%



Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro- LBE JV %	27.5%	÷	Total JV %	60%	=	45.8%
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The Small and/or Micro-LBE JV partner’s participation is 45.8%. The JV is therefore eligible for a 7.5% rating bonus.

PART III SUBCONSULTANT PARTICIPATION

3.01 SUBCONSULTANT PARTICIPATION GOAL

NOTE: FOR PURPOSES OF THE LBE SUBCONSULTING REQUIREMENTS, “LBE” REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.

- A. All proposers shall achieve the LBE subconsultant participation goal and undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Ordinance to select subconsultants to meet the LBE subconsultant participation goal unless the proposer meets the good faith outreach exception in Section 14B.8.(B). See example in Section 1.02A.2. The LBE subconsultant participation goal can only be met with CMD certified Small and Micro-LBES.

For a directory of certified LBEs, please go to:

<http://www.sfgsa.org/index.aspx?page=5368>

Proposals that do not meet the LBE subconsultant participation goal set under 14B.8(A) of the Ordinance will be rejected as non-responsive unless the CMD Director finds that the proposer diligently undertook good faith efforts required by the Ordinance and that the failure to meet the goal resulted from an excusable error.

- B. Proposers must identify on Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the CMD reasonably shall require to determine the responsiveness of the proposal.

The proposer must contact LBE subconsultants prior to listing them. LBEs must be certified with CMD on the proposal due date to receive LBE subconsulting credit. Listing an LBE that is not certified at the date and time the proposal is due will result in the loss of credit for that LBE subconsultant and may result in a non-responsive proposal.

Additionally, subconsultants may be listed by more than one proposer.

- C. A subconsultant that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing an CMD denial or revocation at the date and time the proposal is due is not an LBE and cannot be counted as an LBE for purposes of achieving LBE subconsultant participation goal even if the firm is later certified or ultimately prevails in its appeal.
- D. CMD may require the successful proposer to submit performance reports on actual LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and CMD.
- E. Determination and calculation of LBE subconsultant participation:



1. The Small and/or Micro LBE subconsultant shall be listed to perform a specific task(s), which is described in the RFP or RFQ.
2. If the Small and/or Micro-LBE subconsultant forms a joint venture with a non-LBE subconsultant, the Small and/or Micro-LBE subconsultant joint venture partner will be credited only for its portion of the work, as follows:

EXAMPLE:

If the total subcontract amount = \$ 1,000,000 of which \$510,000 is the Small and/or Micro-LBE JV subcontract amount and \$490,000 is the non-LBE subcontract amount, then \$510,000 is credited toward the LBE subconsultant participation goal.

3. All work done by lower-tier Small and/or Micro-LBE subconsultants will be credited toward meeting the goal.

EXAMPLE:

If the total subcontract amount = \$1,000,000, of which \$200,000 is the lower-tier Small and/or Micro-LBE subconsultant's portion, then \$200,000 is credited toward the LBE subconsultant participation goal.

4. If a Proposer owns or controls more than one business that is CMD certified as an Small and/or Micro-LBE, the proposer will not receive credit if it lists its other firms to meet the LBE subconsultant participation goal when submitting as a prime. In determining ownership of a business, a business owned by proposer's spouse or domestic partner shall be deemed to be owned by the proposer.
5. It is the responsibility of the proposer to verify the subconsultant's LBE certification status.
6. A Small and/or Micro-LBE subconsultant must be certified in the type of work that the Proposer lists the firm for on CMD Form 2A.
7. The Small and/or Micro-LBE subconsultant must be utilized on the contract to perform a commercially useful function. No credit will be given for a LBE that serves as a pass-through.
8. A Small and/or Micro-LBE Prime proposer must meet the LBE subconsultant participation goal. A Small and/or Micro LBE Prime proposer may not count its participation towards meeting the LBE subconsultant participation goal.
9. A Small and/or Micro-LBE Prime proposer may count its participation towards meeting the good faith outreach exception set forth in 14B.8(B).

F. Substitution, removal, or contract modification of LBE:

No LBE subconsultant listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior CMD approval. Additionally, no new subconsultants shall be added without prior CMD approval.



PART IV NON-DISCRIMINATION REQUIREMENTS

4.01 GENERAL

As a condition of contract award, Consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code.

4.02 NONDISCRIMINATION PROVISIONS

- A. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.
- B. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The Consultant, Contractor or Subconsultant/Subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. **Non-Compliance with Chapter 12B Prior to Contract Award**

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract.

Prior to the award of any City contract, the CMD has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the CMD determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the CMD shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.

- 1. If the non-compliance cannot be resolved, the CMD shall submit to the consultant or subconsultant and the contract awarding authority a written Finding of Non-compliance.
- 2. The CMD shall give the consultant or subconsultant an opportunity to appeal the Finding.
- 3. The CMD may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the contract-awarding agency.

D. Complaints of Discrimination after Contract Award

- 1. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with the CMD Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.
- 2. A finding of discrimination may result in imposition of appropriate sanctions, including:
 - a. There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.



- b. The contract may be canceled, terminated or suspended in part by the contract awarding authority.
- c. The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.



FORM 2A: CMD CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only CMD certified Small and/or Micro-LBEs can be used to meet the LBE subconsultant participation goal unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation goal. A Small and/or Micro- LBE Prime proposer/JV with LBE participation must meet the LBE subconsultant goal. A Small and/or Micro-LBE Prime proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation goal. Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

Contract:	RATING BONUS	
	<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
Firm:	<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Contact Person:	<input type="checkbox"/> No Rating Bonus Requested	
Address:	LBE Goal %	
City/ZIP		
Phone		

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK
			%			%
			%			%
			%			%
			%			%
Total % of Work: 100%				Total LBE Subconsulting%		%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): _____ **Date:** _____

Print Name and Title: _____

** MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See CMD website <http://sfgov.org/cmd> for each firm's status.



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the CMD LBE website at <http://sfgov.org/cmd>. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____



FORM 2B: “GOOD FAITH OUTREACH” REQUIREMENTS FORM

This “Good Faith Outreach” form, along with the required supporting documentation must be completed and submitted per the instructions in this form **EVEN IF** the LBE subconsulting participation goal has been met (*Section 14B.8 of the San Francisco Administrative Code*). *Proposers* may obtain a list of certified LBEs from the CMD website: <http://www.sfgsa.org/index.aspx?page=5368/>

SECTION A

Under Section 14B.8(B) of the Administrative Code, the good faith outreach exception states that if a proposer demonstrates total LBE participation that exceeds by 35% the established LBE subconsultant participation goal for the project, the proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith outreach efforts. Note that a Small or Micro-LBE prime proposer may count its own Contract Work toward the 35% good faith outreach exception. Please see example in CMD Attachment 2, Section 1.02A.2.

Does your proposal demonstrate that you have exceeded the established LBE subconsultant participation goal by 35% or more in accordance with Section 14B.8(B)? YES* NO

If the answer is yes, please check "YES", above, and complete Section C (if applicable) and Section D of this Form. If the answer is no, please check "NO", above, and complete Sections B and D of this Form, and submit all required supporting documentation in accordance with the instructions in Section B.

* Note: An answer of "YES", above, is subject to verification by CMD. If the CMD determines that proposer did not exceed the LBE subconsultant participation goal by at least 35% and proposer either failed to undertake adequate good faith outreach efforts or failed to submit supporting documentation with its proposal as required by Section B, items 2 and 4, below, then proposer’s proposal shall be declared non-responsive and **AND INELIGIBLE FOR CONTRACT AWARD.**

NOTE: “LBE” REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.

SECTION B

All proposers that do not qualify for the good faith outreach exception set forth in Section 14B.8(B) of the Administrative Code must complete this Section B and submit supporting documentation as required.

A proposer must achieve at least 80 points, as determined by CMD, to be deemed compliant with the “good faith outreach” requirements. A proposer who fails to achieve at least 80 points will be declared non-responsive, and the proposal will be rejected. Please check yes or no for each item listed below.

1. Did your firm attend the pre-proposal meeting scheduled by the City to inform all proposers of the LBE program requirements for this project? If the City does not hold a pre-proposal meeting, all proposers will receive 15 points.	<input type="checkbox"/> Yes (15 Points)	<input type="checkbox"/> No (0 Points)
2. Did your firm advertise, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration’s website (http://mission.sfgov.org/OCABidPublication/)? If so, <u>please enclose a copy of the advertisement.</u> <i>The advertisement must provide LBEs with adequate information about the project.</i> If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, no advertisement is required, and all proposers will receive 10 points.	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)



<p>3. Did your firm identify and select work types (as categorized in CMD’s LBE Directory) to meet the LBE subconsultant participation goal? If so, please identify the work types below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> Yes (10 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>4. Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) for the identified work types (see #3 above), not less than 10 calendar days prior to the due date of the proposal? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made.</u> The purpose of contacting LBE firms is to provide notice of interest in proposing for this project.</p> <p>A proposer who contacts those LBE firms certified in the identified work types, not less than 10 calendar days prior to due date of the proposal, will receive up to 45 points. If a proposer does not comply with paragraphs a. & b. below, one point will be deducted for each LBE firm within each identified work type that is not contacted.</p> <p>a. If there are less than 25 firms within an identified work type, a proposer should contact all of them.</p> <p>b. If there are 25 or more firms within an identified work type, a proposer should notify at least 25 firms within such identified work type.</p> <p>If a proposer does not contact any LBE firms, the proposer will receive no points. When contacting LBEs, you should provide adequate information about the project. If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, the allocation of points above still applies, except that the proposer may contact those LBE firms certified in the identified work types less than 10 calendar days prior to the due date of the proposal.</p>	<p><input type="checkbox"/> Yes (Up to 45 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made.</u> If applicable, your follow-up contact with interested LBEs should provide information on the City’s bonding and financial assistance programs. For each interested LBE firm that the proposer does not follow-up with, a point will be deducted. A proposer who does not perform any follow-up contact with interested LBEs will receive no points. **Interested LBE** shall mean an LBE firm that expresses interest in being a subconsultant to the proposer.</p>	<p><input type="checkbox"/> Yes (Up to 20 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>6. A proposer shall submit the following documentation with this form:</p> <p>(1) Copies of all written proposals submitted, including those from non-LBEs;</p> <p>(2) If oral proposals were received, a list of all such proposals, including those from non-LBEs. The work type and dollar amounts for each such proposal must be specified; and</p> <p>(3) A full and complete statement of the reasons for selection of the subconsultants for each work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue.</p>		



SECTION C

If a Small or Micro-LBE prime proposer checks "YES" in Section A, above, and is relying on self-performed Contract Work to meet the 35% good faith efforts outreach exception, such Small or Micro-LBE prime proposer must indicate the total value of Contract Work that proposer will perform with its own forces in the space below:

 % of work

SECTION D

Contract Name: _____

Contract No.: _____

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

E-mail: _____

Date: _____



FORM 3: CMD NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the CMD may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____



FORM 4: CMD JOINT VENTURE FORM

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with an Small and/or Micro-LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

SECTION 1: GENERAL INFORMATION

1. Name of Contract or Project:

2. Name of all JV partners: (Check LBE if applicable)

	LBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- a. Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.
- b. Provide each Joint Venture partner’s specific duties and responsibilities (include organizational chart)
- c. Identify the Location of Joint Venture Office.
- d. Provide in detail how decision will be made for work distribution to Small and /or Micro-LBE subconsultants and/or vendors.
- e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of CMD Attachment 2 for an example.

If the joint venture partners are dividing the work according to a different formula than that described below, please contact CMD staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with CMD regarding their joint venture prior to submitting their proposal.

The rating bonus is awarded based on the Small and/or Micro-LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%



Step 2. Calculate Small and/or Micro-LBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total project	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV %	%	%	%

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro-LBE JV Partner %		÷	Total JV %		=	%
---	--	---	------------	--	---	---

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

Owner/Authorized Representative (Signature)	Owner/Authorized Representative (Signature)
Name and Title (Print)	Name and Title (Print)
Firm Name	Firm Name
Telephone Date	Telephone Date



FORM 7: CMD PROGRESS PAYMENT FORM

To be completed by Consultant and submitted to the Contract Awarding Authority and CMD with its monthly progress payment application (transmit to the following):

TRANSMITTAL

TO: Project Manager/Designee COPY TO: CMD Contract Compliance Officer
 Firm: _____ Date: _____

SECTION 1. Fill in all the blanks

Contract Number: _____ Contract Name: _____
 Reporting Period From: _____ To: _____ Progress Payment No: _____

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

1. Original Contract Award Amount:	\$
2. Amount of Amendments and Modifications to Date:	\$
3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2):	\$
4. Sub-total Amount Invoiced this submittal period: Professional Fees	\$
5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses	\$
6. Gross Amount Invoiced this submittal period (Line 4 + Line 5):	\$
7. All Previous Gross Amounts Invoiced:	\$
8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7):	\$
9. Percent Completed (Line 8 ÷ Line 3):	%

Consultant, including each joint venture partner, must sign this form.

_____ Owner/Authorized Representative (Signature) _____ Name (Print) _____ Title (Print) _____ Firm Name _____ Telephone Fax _____ Date	_____ Owner/Authorized Representative (Signature) _____ Name (Print) _____ Title (Print) _____ Firm Name _____ Telephone Fax _____ Date
---	---



SECTION 2. For column “A”, list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2nd and 3rd tier subconsultants. Make copies if more space is needed. Attach copies of all invoices from primes/subconsultants supporting the information tabulated for this progress payment.

- Notes:** 1) ALL firms must be CONTINUOUSLY listed on column “A” regardless if a firm is not requesting payment and
 2) Failure to submit all required information may lead to partial withholding of progress or final payment.

Identify LBE Goal of this contract: %

A	B	C	D	E	F	G	H
Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBEs. Indicate if the firm is an LBE.	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
Professional Fees							
Reimbursable Expenses							%
CONTRACT TOTALS							%



FORM 9: CMD PAYMENT AFFIDAVIT

Consultant or Joint Venture partners must submit this form to the Contract Awarding Authority and CMD within ten (10) working days following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment of this reporting period and until completion of the contract.

TO: Project Manager/Designee

COPY TO: CMD Contract Compliance Officer

Firm: _____

Date: _____

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all subconsultants and vendors (including lower tiers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract Number: _____ Contract Name: _____

Contract Awarding Department: _____

Progress Payment No.: _____ Period Ending: _____

Amount Received: \$ _____ Date: _____ Warrant/Check No.: _____

Check box and sign below if there is no sub payment for this reporting period.

Subconsultant/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

 Owner/Authorized Representative (Signature)

 Name (Print) Title

 Firm Name

 Telephone Date

 Owner/Authorized Representative (Signature)

 Name (Print) Title

 Firm Name

 Telephone Date



FORM 8: CMD EXIT REPORT AND AFFIDAVIT

Prime Consultant must complete and sign this form (Sections 1 and 4) for each LBE subconsultant (incl. lower tier LBEs). All LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

TRANSMITTAL

TO: Project Manager/Designee COPY: CMD Contract Compliance Officer
FROM (Consultant): _____ Date Transmitted: _____

SECTION 1. Please check this box if there are no LBE subconsultants for this contract:

Reporting Date: _____ Contract Name: _____
Name of LBE: _____ Portion of Work (Trade): _____
Original LBE Contract Amount: \$ _____
Change Orders, Amendments, Modifications \$ _____
Final LBE Contract Amount: \$ _____
Amount of Progress Payments Paid to Date: \$ _____
Amount Owning including all Change Orders, Amendments and Modifications \$ _____

Explanation by Consultant if the final contract amount for this LBE is less than the original contract amount:

SECTION 2. Please check one:

- I did NOT subcontract out ANY portion of our work to another subcontractor.
- I DID subcontract out our work to:

Name of Firm: _____ Amount Subcontracted: \$ _____
Name of Firm: _____ Amount Subcontracted: \$ _____

SECTION 3.

To be signed by the LBE Subconsultant or vendor:

- I agree I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



SECTION 4.

If this form is submitted without the LBE's signature, the Prime must enclose verification of delivery of this form to the subconsultant.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



FORM 10: CMD CONTRACT MODIFICATION FORM

Consultant must submit this form with the required supporting documentation when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders. This form must be completed prior to the approval of such amendments, modifications or change orders. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project/Contract Title: _____

Original Contract Amount: _____

Contract Amount as Modified to Date: _____

Amount of Current Modification Request: _____

REQUIRED ATTACHMENTS:

1. Revised Form 2A reflecting the new overall contract amounts for the prime consultant, joint venture partners, subconsultants, and vendors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A spreadsheet showing each firm's participation for the overall contract, including each firm's participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.



Owner/Authorized Representative (Signature)

Name (Print) Title

Firm Name

Telephone Date

Owner/Authorized Representative (Signature)

Name (Print) Title

Firm Name

Telephone Date

Appendix C
Agreement for Professional Services (form P-500)

City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Agreement between the City and County of San Francisco and

[insert name of contractor]

This Agreement is made this **[insert day]** day of **[insert month]**, 20 **[insert year]**, in the City and County of San Francisco, State of California, by and between: **[insert name and address of contractor]**, hereinafter referred to as “Contractor,” and the City and County of San Francisco, a municipal corporation, hereinafter referred to as “City,” acting by and through its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing.”

Recitals

WHEREAS, the **[insert name of department]** (“Department”) wishes to **[insert short description of services required]**; and,

WHEREAS, a Request for Proposal (“RFP”) was issued on **[insert date]**, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **[insert PSC number]** on **[insert date of Civil Service Commission action]**;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will 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 the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions

are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

- 2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from [insert beginning date] to [insert termination date]. [add options to extend if applicable]
- 3. Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.
- 4. Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Services to be provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein.
- 5. Compensation.** Compensation shall be made in monthly payments on or before the [insert day] day of each month for work, as set forth in Section 4 of this Agreement, that the [insert title of department head], in his or her sole discretion, concludes has been performed as of the [insert day] day of the immediately preceding month. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words -- no pennies and no ".00"]. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by [insert name of department] as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

- 6. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled “Notices to the Parties.”

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to 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.

9. Disallowance. If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City’s request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes.

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses.

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the

means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. **Payment of Taxes and Other Expenses.** 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 Contractor 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 Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

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

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

5) 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:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) 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.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) 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.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. 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.

f. Before commencing any Services, Contractor 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

i. Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C. Insurance.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

16. Indemnification.

a. **General.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor

assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF 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, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of **[insert whole dollar amount in words and numbers -- no pennies and no ".00"]** per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by Purchasing.

20. Default; Remedies.

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

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| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |

- | | |
|---|---------------------------------------|
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All 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 exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience.

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this

Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- 7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- 1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- 2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- 3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- 4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination

employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, 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.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: **[insert name or title of department contact person, name of department, mailing address, and e-mail address; fax number is optional]**

To Contractor: **[insert name of contractor, mailing address, and e-mail address; fax number is optional]**

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its

work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Consideration of Criminal History in Hiring and Employment Decisions.

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

b. The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and 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.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

33. Local Business Enterprise Utilization; Liquidated Damages.

a. **The LBE Ordinance.** Contractor shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's

obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is **[insert number]** %. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding

authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of CMD or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties.

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (formerly ‘Human Rights Commission’).

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco 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 Contractor acknowledges and agrees that he or she has read and understood this section.

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

37. Drug-Free Workplace Policy. Contractor 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. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. 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 the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons 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.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor 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, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor 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.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with 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, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative

Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program.

a. Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions

primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- 6) Set the term of the requirements.
- 7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- 8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- 9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. **Hiring Decisions.**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions.**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.**

Contractor agrees:

- 1) To be liable to the City for liquidated damages as provided in this section;
- 2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- 3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- 4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a

result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts.

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor 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. Contractor 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 Contractor 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.

48. Modification of Agreement. 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. **[If the contract amount is \$50,000 or more, then add the following sentence:]** Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation.

a. Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

b. Government Code Claims. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

50. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, “Modification of Agreement.”

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors. Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

56. 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.

57. Protection of Private Information. Contractor 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. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Reserved.

59. Food Service Waste Reduction Requirements. Contractor 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, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor 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 Contractor’s failure to comply with this provision.

60. Slavery Era Disclosure.

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code’s Chapter 12Y, “San Francisco Slavery Era Disclosure Ordinance.”

b. In the event the Director of Administrative Services finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this Contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor’s net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

61. 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.

62. Dispute Resolution Procedure. A Dispute Resolution Procedure is attached under the Appendix [enter the appendix letter] to address issues that have not been resolved administratively by other departmental remedies.

63. PCI Requirements. Contractors providing services and products that collect, transmit or store cardholder data, are subject to the following requirements:

a. Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Council's list of PA-DSS approved and validated payment applications.

b. Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

c. For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

d. For items 63(a) to 63(c) above, Contractor shall provide a letter from its qualified security assessor (QSA) affirming its compliance and current PCI or PTS compliance certificate.

e. Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 days prior to its expiration.

f. Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

[company name]

[name]
[title]
[department]

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

Approved as to Form:

Dennis J. Herrera
City Attorney

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

Approved:

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

Jaci Fong
Director of the Office of Contract
Administration, and
Purchaser

City vendor number: **[vendor number]**

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- ➔ **If you obtained an insurance waiver from the Risk Manager, then list Appendix C here.**
- C: Insurance Waiver

Appendix A Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

➔If there is no response to a Request for Proposals to refer to, or where the final negotiated scope is in any way different from the response to a Request for Proposals, insert or attach a detailed description of services to be provided by Contractor. The description should be adequate to allow objective measurement of the Contractor's progress on the services to be provided, such as a detailed narrative of the goals of the contract, measurable tasks or deliverables, milestones or timelines. In completing this section, attempt to answer the following questions:

1. Who is providing the services? Include the legal name of organization or individual. Is there more than one service provider?
2. When will the services be provided? Dates, times, how frequently (e.g., thrice per week) if on an on-going basis.
3. What is the service provider providing? Use concrete description.
4. How will the Services be evaluated?
 - * Will project manager monitor and log in that Consultant performed said Service?
 - * Project end report?
 - * Analysis report by the Consultant?
5. Where will the Services be provided?

List sites/other places the services will take place.

2. Reports

Contractor shall submit written reports as requested by the [insert name of department]. Format for the content of such reports shall be determined by the [insert name of department]. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the [insert name of department] will be [insert name of contact person in department].

Appendix B Calculation of Charges

→List, as applicable:

Personnel or Hourly Rate

Flat rate for specified period (e.g., monthly)

Rate for use of Contractor's equipment, if applicable

Rates for faxes (sending only), mileage, etc.

Actual costs for contractor meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc., subject to the approval of City.

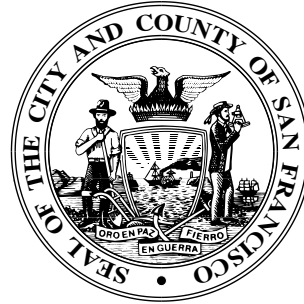
Any other applicable rates or charges under the Agreement.

**Appendix C
Insurance Waiver**

➔ Use as appropriate and only if an insurance waiver has been signed and granted by the Risk Manager.

City and County of San Francisco

OFFICE OF THE SHERIFF



Ross Mirkarimi
SHERIFF

(415) 554-7225

January 20, 2015

BID ADDENDUM NO. 1

Request for Proposal No. SHF2015-01

Inmate Telephone Service Provider

TO: ALL Proposers:

*Please note the following changes to the RFP SHF2015-01:

As a follow-up to the Pre-Proposal Conference and Facility Tours, the Sheriff's Department hereby submits Addendum #1 to address the items below:

- 1. Section II, B, 2. General Facility Statistics/Information** of the RFP specifies the number of portable/cart phones required for each facility. This requirement is hereby amended to require the cord length for each cart phone to be at least 100 feet long.
- 2. Section II, C, 3. Existing Infrastructure** of the RFP specifies that Vendor may, at its own risk, utilize conduit and wire and other components that are currently part of the current system. The Sheriff's Department hereby clarifies that there are existing wiring issues at County Jail #3 and County Jail #4. It shall be the responsibility of Vendor to resolve and correct any such wiring issues with the initial installation.
- 3. Section II, C, 10. Installation** (item f) of the RFP states that the telephone sets shall be stainless steel, sturdy, non-coin and vandal and tamper resistant. The Sheriff's Department hereby clarifies its preference that the inmate telephone sets are the mini-telephone model.
- 4. Section II, C, 17. Video Visitation Service** (item a.iv) of the RFP requires Vendor to store all video visitation recordings online for a period of 90 days. This requirement is hereby amended to require Vendor to store the video recordings onsite for 90 days. In the event Vendor proposes an offsite recording storage method, Vendor shall be responsible for creating and storing an onsite copy of all online visitation recordings at no cost to the Sheriff's Department.
- 5. Section II, D, 6. Field Representative/Full-Time On-Site Administrator** (item a.iii) of the RFP requires Vendor's onsite administrator to provide responses back to the inmates in person. The Sheriff's Department hereby clarifies that interaction and communication with the

inmates is a regular/recurring activity and the onsite administrator's proactivity in researching and resolving inmate requests will be expected by the Sheriff's Department.

- 6. Section IV, B, 5. Interview Scoring Criteria** of the RFP is hereby amended to read as follows:
- a.** All Vendors that attended the Mandatory Pre-Proposal Meeting on January 13, 2015 and which submit a proposal by 2:00 p.m. (PST) February 10, 2015 will be invited for an interview and/or onsite presentation on March 4, 2015. All Vendors that participates in the interview and/or onsite presentation shall be awarded points between 0 and 5. Additional information detailing the interview and/or onsite presentation on March 4, 2015 will be posted as an RFP addendum in the coming weeks on the City's website.

Vendors shall continue to view the City's website for the answers to other questions.

You must submit this Bid Addendum signed and dated in a separate sealed envelope stating the request for proposal number and due date. If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

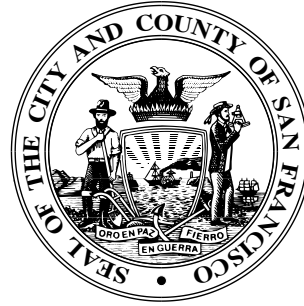
Acknowledgment of receipt:

Signature Date

Print Name and Company Name

City and County of San Francisco

OFFICE OF THE SHERIFF



Ross Mirkarimi
SHERIFF

(415) 554-7225

January 20, 2015

BID ADDENDUM NO. 2
Request for Proposal No. SHF2015-01
Inmate Telephone Service Provider

TO: ALL Proposers:

*Please note the following changes to the RFP SHF2015-01:

As a follow-up to the Pre-Proposal Conference and Facility Tours, the Sheriff's Department hereby submits Addendum #2 to address the item below:

1. **APPENDIX A, CMD Attachment 2 (page ii) of the RFP specifies** the required CMD forms for Proposers to submit. This requirement is hereby amended to require Proposers to only submit Form 3 – CMD Non-Discrimination Affidavit.

***Below is a copy of the Contract Monitoring Division memo, distributed on January 13, 2015 in the Pre-Bid Meeting, to detail CMD requirements of RFP SHF2015-01.**



CONTRACT MONITORING DIVISION CITY ADMINISTRATOR'S OFFICE



Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator

Maria Cordero, Director

Sheriff's Department SHF2015-01 Inmate Telephone Service Provider Chapter 14B Local Business Enterprise (LBE) Requirements

January 13, 2015

CMD Contact Information

Lupe Arreola, Contract Monitoring Division, 415-581-2306, lupe.arreola@sfgov.org.

CMD Attachment 2. Please read **CMD Attachment 2** carefully. CMD 14B requirements are included in Attachment 2, which can be found:

- On CMD's website: <http://www.sfgsa.org/index.aspx?page=6058> or www.sfgov.org, then click on City Agencies, then click on the Contract Monitoring Division.

LBE Proposal Rating Bonus/Discount

- The Micro-LBE and Small-LBE Rating bonus provisions will not apply to this project.
- SBA-LBE Proposal rating bonus provisions will not apply to this project.

LBE Subconsulting Goal

- The LBE subconsulting goal has been waived for this project.

Other Requirements

- If you are interested in becoming certified for this project, you must get in touch with our certification unit as soon as possible. Let the certification unit know you are Proposing on a project (including the proposal due date) and they will try to get you certified quickly. However, please be aware that CMD may not be able to complete the certification of new firms by the proposal due date.

Forms To Be Submitted With The Proposal

CMD Attachment 2:

Form 3 – CMD Non-Discrimination Affidavit

I encourage each Prime proposing on this contract to contact me if you have any questions regarding any of the CMD requirements or forms.

30 Van Ness Avenue, Suite 200, San Francisco, CA 94102
Telephone (415) 581-2310; Fax (415) 581-2351

Vendors shall continue to view the City's website for the answers to other questions

You must submit this Bid Addendum signed and dated in a separate sealed envelope stating the request for proposal number and due date. If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

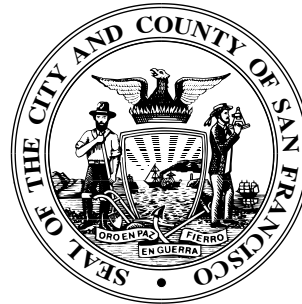
Acknowledgment of receipt:

Signature Date

Print Name and Company Name

City and County of San Francisco

OFFICE OF THE SHERIFF



Ross Mirkarimi
SHERIFF

(415) 554-7225

January 21, 2013

BID ADDENDUM NO. 3

Request for Proposal No. SHF2015-01
Inmate Telephone Service Provider

TO: ALL Proposers:

*Please note the following date changes to the deadline for submission of written questions or requests for clarification:

The RFP currently reads under Section I, B. Schedule (page 1 of 54):

Deadline for submission of written questions
or requests for clarification

January 20, 2015

and currently reads on the Pre-Proposal Conference Agenda dated January 13, 2015 under Section III. Questions and Comments:

All questions must be in writing and submitted to Henry Gong at Henry.Gong@sfgov.org by 2:00pm, on Tuesday January 20, 2015. There will be no opportunity to submit additional questions after that date.

Final answers will be posted on the City's website as an Addendum by 2:00pm, on Tuesday, January 27, 2015

This Addendum is to advise the date have been changed to the following:

The RFP under Section I, B. Schedule (page 1 of 54):

Deadline for submission of written questions
or requests for clarification

2:00pm (PST), January 22, 2015

and on the Pre-Proposal Conference Agenda dated January 13, 2015 under Section III. Questions and Comments:

All questions must be in writing and submitted to Henry Gong at Henry.Gong@sfgov.org by 2:00pm (PST), on Thursday January 22, 2015. There will be no opportunity to submit additional questions after that date.

Final answers will be posted on the City's website as an Addendum by 5:00pm, on Tuesday, January 27, 2015

You must submit this Bid Addendum signed and dated in a separate sealed envelope stating the request for proposal number and due date. If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgment of receipt:

Signature Date

Print Name and Company Name

City and County of San Francisco

OFFICE OF THE SHERIFF



Ross Mirkarimi
SHERIFF

(415) 554-7225

January 21, 2015

BID ADDENDUM NO. 4
Request for Proposal No. SHF2015-01
Inmate Telephone Service Provider

TO: ALL Proposers:

***There was an error in Bid Addendum No. 3. The date at the top of the addendum should read January 21, 2015, not January 21, 2013.**

You must submit this Bid Addendum signed and dated in a separate sealed envelope stating the request for proposal number and due date. If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

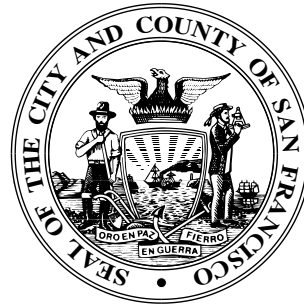
Acknowledgment of receipt:

Signature Date

Print Name and Company Name

City and County of San Francisco

OFFICE OF THE SHERIFF



Ross Mirkarimi
SHERIFF

(415) 554-7225

January 26, 2015

BID ADDENDUM NO. 5

Request for Proposal No. SHF2015-01

Inmate Telephone Service Provider

TO: ALL Proposers:

*Please note the following change to the page limit for the content of the Project Approach:

The RFP currently reads under Section III, C. 3. Project Approach (page 38 of 54):

3. Project Approach (up to 20 pages)

Describe the services and activities that Vendor proposes to provide to the Sheriff's Department. Include the following information:

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the Sheriff's Department required time frame including a letter of confirmation for the required debit interfaces as described in **Section II. C. (#4) – Debit Application.**; and
- c. Assignment of work within Vendor's work team.

This Addendum is to advise the page limits have been changed to the following:

The RFP under Section III, C. 3. Project Approach (page 38 of 54):

3. Project Approach (up to 40 pages)

Describe the services and activities that Vendor proposes to provide to the Sheriff's Department. Include the following information:

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the Sheriff's Department required time frame including a letter of confirmation for the required debit

- interfaces as described in **Section II. C. (#4) – Debit Application.**; and
- c. Assignment of work within Vendor’s work team.

You must submit this Bid Addendum signed and dated in a separate sealed envelope stating the request for proposal number and due date. If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above.

Any bid amendments received after the bid due date will not be considered.

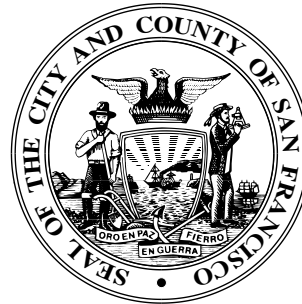
All other terms and conditions remain the same.

Acknowledgment of receipt: _____
Signature Date

Print Name and Company Name

City and County of San Francisco

OFFICE OF THE SHERIFF



Ross Mirkarimi
SHERIFF

(415) 554-7225

January 27, 2015

BID ADDENDUM NO. 06 **Request for Proposal No. SHF2015-01** **Inmate Telephone Service Provider**

TO: ALL Proposers:

Questions will be answered via the Addendum process so all proposers will have equal access to the answers.

1. Please provide a copy of the current inmate phone service agreement.
 - A. A copy of the current inmate telephone service agreement as well as Amendment #1 and Amendment #2 to the current agreement are posted to the City's bid website (<http://mission.sfgov.org/OCABidPublication/>) under SHF2015-01.
2. Section 2. General Facility Statistics/ Information - RFP Page 2. Will the County provide a building layout showing where cabling path ways are located? Can the County also provide information on 1) is there room in the existing cabling conduit that the contractor can use to meet the requirements of this RFP, and 2) if so, can the County show where this conduit runs using the provided building layout with estimated measurements?"
 - A. For security reasons, a building layout and a written description of the conduit runs cannot be provided. The current infrastructure should accommodate a replacement/upgrade of the inmate telephone system; however, the Sheriff's Department does not hereby provide such guarantee. As specified in Section II, C.10. (items a and h specifically) – Installation, Vendor shall be responsible for all costs associated with the ITS, including but not limited to wiring, cabling, etc. Additional technology to be implemented, such as the pilot VVS, will require an onsite site survey with the awarded Vendor. Such pilot VVS, inclusive of installation and any required wiring shall be provided to the Sheriff's Department at no cost as specified in Section II, C. 17 – Video Visitation Service.
3. Please confirm the average stay for inmates?
 - A. The average length of stay for inmates is 30 to 45 days.
4. How many inmates are booked per day, on average? How long do inmates stay in booking?
 - A. CJ # 1 (booking facility) receives an average of 59 inmates per day. Inmates are transferred from booking to housing facilities within 24 hours.

5. Have the facilities undergone and significant increases or decreases in average daily population in the last 12 months?
 - A. No, the Sheriff's Department has not experienced significant fluctuation in the average daily population ("ADP") over the last 12 months. During the period of December 2013 through November 2014, the ADP has remained between 1,230 and 1,325 inmates. The average ADP for this period is 1,276 inmates. Should the population increase significantly, the vendor shall be responsible to provide additional phones and/or lines as needed.
6. What is the average monthly population for ICE detainees?
 - A. The average monthly population for ICE detainees is 16 detainees.
7. Does the current inmate phone provider currently take any deductions from commission revenue? If so, what are the deductions and how much?
 - A. No deductions are allowed from gross revenue. Please refer to the provided inmate telephone service agreement and its addendums for the definition of gross revenue.
8. Please provide the monthly revenues and commissions paid for the last 12 months?
 - A. For the period of December 2013 through November 2014, the monthly average revenue is \$91,995.03; the monthly average commission is \$55,932.19. It is important to note that the Sheriff's Department implemented a calling rate decrease of approximately 28% in July 2014. The monthly commission and traffic statements for December 2013 to November 2014 are posted to the City's bid website (<http://mission.sfgov.org/OCABidPublication/>) under SHF2015-01.
9. Please provide the commission percentage currently received on inmate telephone revenue, an average of monthly commissions received over the past year from the current vendor, and copies of commission statements from the last six months.
 - A. The current commission rate is 60%. Please refer to the answer for question #8 in this Addendum for the average monthly commission amount. Additionally, please refer to the attachments provided for question # 8 of this Addendum.
10. Section 4. Debit Application (b.i) – RFP Page 4. RFP currently lists a prepaid/collect transaction fee of \$4.75 for live attendant and IVR account deposits. Please confirm this fee also applies to prepaid/collect transactions made to customer accounts via bidders web site.
 - A. Section 4.b.i of the RFP refers to debit. The \$4.75 transaction fee does not apply to debit. Section IV, A.11 – Minimum Qualifications (p.41 of the RFP) specifies a pre-paid collect transaction fee of \$4.75. This fee shall apply to pre-paid collect transactions completed online or via the Vendor's website only.
11. Could the Sheriff's Department clarify the maximum and/or minimum deposit amounts for the Pre-Paid Collect Transaction, as mentioned at the pre-bid meeting?
 - A. Vendor shall not impose a minimum deposit amount for pre-paid collect accounts. Vendor shall impose a maximum deposit amount of \$200.00.
12. Please provide a list of any fees charged other than those described on p. 41 of the RFP.
 - A. Please refer to the attached inmate telephone service agreement and its addendums for a list of all approved fees.

13. What is the historic call volume by month? Can CCSF provide 24, or even 12, months of call volume reports?
- A. For the period of December 2013 through November 2014, the monthly average monthly calls were 29,085 calls and the average monthly minutes were 314,266. Please refer the average monthly calling statistics provided on page 3 of the RFP. The calling statistics provided cover a period of 12 months and break down the data by call and bill type. Additionally, please refer to the attachments provided for question # 8 of this Addendum.
14. Please provide the last 12 months of call traffic data broken out by call type.
- A. Please refer the average monthly calling statistics provided on page 3 of the RFP. The calling statistics provided cover a period of 12 months and break down the data by call and bill type. Additionally, please refer to the attachments provided for question # 8 of this Addendum.
15. How many modular units are being requested for the occurrence of mass arrests? (pg. 7 of RFP, question 6. Intake Phones: item b).
- A. The requirement for modular units refers to roll around, cart-phones. The quantity of cart phones, per facility, is specified in Section II, B – Facilities Information (page 2 of the RFP). In addition, the Sheriff’s Department requires two (2) more cart phones for CJ #3 for a total of 3 cart phones.
16. What additional equipment, besides that listed in the table on RFP p. 2, is the Sheriff’s Department requiring? Please fill out the following table with quantities required.

Equipment	Quantity					
	CJ 1	CJ 2	CJ 3	CJ 4	CJ 5	CJ 6
Intake Phones						
Hands-Free Phones for the Sobering Cells						
Jacks for roll-around cart phones						
Enclosures						
Pedestals						

- A. The equipment requirements are specified in Section II, B – Facilities Information (page 2 of the RFP). These minimums are subject to modification as spaces may be reconfigured. The Sheriff’s Department may also request that jacks be added for portable cart telephone as needed for safety purposes. Additionally, please refer to the answer for question #15 in this Addendum.
17. Does the total number of “Inmate Telephones Required” (listed in the table under RFP Section II.B.2 General Facility Statistics / Information) include the intake phones and the hands-free phones installed in the sobering cells? Or are the hands-free and intake phones to be provided *in addition to* the standard inmate phones listed in the RFP

- A. Yes, the number of inmate telephones minimally required, as specified in Section II, B – Facilities Information and as amended herein, includes the number of hands free and intake telephones in the sobering cells.
- 18.** Please clarify whether any pedestals or enclosures currently used within the inmate pods are county-owned and will be available for use by the incoming vendor.
- A. Yes, the pedestals for mounting inmate telephones are the property of the Sheriff's Department and will be used during the installation.
- 19.** We are under the impression that County Jail 3 and County Jail 6 are not currently populated and may or may not be populated in the future. Therefore, would the Sheriff's Department agree to not have equipment installed initially if the Vendor agrees to have these facilities fully installed and operational within 30 days' notice by the Sheriff's Department that those facilities will be reopened for inmates?
- A. Vendor shall install all required equipment, as specified in the RFP and as amended herein, for CJ #3. This facility may repopulate and the Sheriff's Department needs to have operational inmate telephone service within 24 hours of notice that the facility is repopulating. Vendor is not required to install any inmate telephone equipment at CJ #6.
- 20.** Section 2. General Facility Information - RFP Page 2. Please confirm total number of roll carts and estimated number of different locations the cart will require access points, during site walk-through it was noticed that the count provided may not be accurate.
- A. Please refer to the answer for question #15 of this Addendum.
- 21.** Section 10. Installation (f.iii) – RFP Page 9. Can the county provide information on the number of separate holding areas and high risk areas that will require hands free (no handset) phones, and total anticipated phone count?
- A. The Sheriff's Department requires hands free phones in the Sobering Cells. There are currently four (4) Sobering Cells and each cell requires a hands free phone. The total anticipated hands free phone count is four. Additional equipment breakdown of hands free equipment will be provided to the awarded Vendor.
- 22.** Are the visitation phones currently wired to the Inmate Telephone System for monitoring and recording?
- A. Yes, the visitation telephones are monitored and recorded through the ITS.
- 23.** Would the Sheriff's Department please provide the type and location of kill switches and verify that the Sheriff's Department intends to maintain them?
- A. The Sheriff's Department will maintain the inmate telephone control panel at its Facilities. This is defined as the control circuit from the centrally located Sheriff's Department control panels to the distributed cut-off relays at the various electronics rooms. However, Vendor shall be responsible for the entire system beyond the cut-off relays.
- 24.** Section E.1.b.i – Vendor must accurately translate any legal information, as required. – RFP Page 21. What kind of legal information would require translation? Is this requirement referring possibly to notification such as calls being recorded or monitored?
- A. Such information may include but is not limited to information regarding how to access to Public Defenders and inmates' legal rights regarding monitoring and recording of calls, etc.
- 25.** Section E.1.B.iv – Signs in clear, simple language in English, Spanish and Cantonese shall be posted in each housing unit, holding location and ITS phone location. Signs must be placed in a securely fastened,

permanent manner, under 3/8" polycarbonate (Lexan) sheeting and in a location to prevent inmate tampering. It shall be the Vendor's responsibility to update and post all signage. All signage should be intended to be at a readable distance to minimize the time inmates need to learn to use the system. – RFP Page 21. Readable distance from what? Are they talking about signs for each phone or are do they want a larger sign readable from a distance from banks of phones?

A. Signage related to the ITS may be standard letter size in addition to poster size.

26. Section 14. Automated Visitation Scheduling (b.i) – RFP Page 13. Does the county also want lobby kiosk scheduling solutions that will allow in face visitors, or any public individual, or register and schedule visits should they not have access to the required web based registration and scheduling?

A. The Sheriff's Department minimally requires the ability to schedule visits via the web and smart phones. Additional mechanisms for scheduling such as lobby kiosks and toll-free Customer Service phone numbers to assist the public with scheduling visits will be evaluated as an enhancement to the required scope of work.

27. Section 4. Debit Application (b) – RFP Page 4. Will the County allow bidders to provide their own lobby kiosks to deposit funds into customers ITS calling and visitation accounts? These are different payment mechanisms and accounts than current Keefe units allow for deposits.

A. Section II, C.4.b of the RFP requires Vendor to list all deposit methods available. The Sheriff's Department may consider new deposit methods such as Vendor's dedicated kiosk for ITS and VVS account funding.

28. Section 4. Debit Application (c) – RFP Page 4. Regarding the requirement to provide a customer letter confirming an operational debit interface with Keefe, would the county want the confirmation of the interface to be compatible with the current versions of software/hardware used by Keefe to support the county today? If so can the County provide the specifics?

A. In its letter, Vendor shall state (and the Sheriff's Department's CP shall confirm) the version of the software/hardware associated with the interface.

29. Section IV. Minimum Qualifications and Selection Criteria – A.3.a. Vendor must process a debit card refund for unused phone time/balance of at time of inmate release – RFP Page 40. If Vendor's prepaid debit calling cards can be used outside the jail facility upon release is the Vendor still required to issue refunds for unused balances of prepaid calling cards?

A. In the event pre-paid calling cards are in place and can be used outside of the Facilities, no refund shall be required at the time of the inmate's release. The requirement in Section IV, A.3.a refers to debit phone time.

30. Section E. 2. ITS and User Application Specifications/Software (n) – RFP Page 22. Please confirm the requirement for the inmate to 'hear the call in progress' which is assumed to include everything prior to actual acceptance by the called party. The County should be aware that even though muted on the inmate side - allowing the inmate to hear the progress could allow called parties to pass messages. Recommend this requirement be change to notify the inmate as to the progress of the call vs. actually hearing.

A. This requirement shall remain unchanged.

31. What is the timeline for the Video Visitation Solution pilot project at one of the Sheriff's Office Facility?

A. VVS pilot shall be implemented within six (6) months of completion of the initial ITS installation under the new Agreement.

- 32.** Section II, C (#17) – Video Visitation Service indicates the Sheriff’s Department’s interest in a pilot video visitation system. Would the Department please clarify which facility would serve as the pilot facility and how many units are required.
- A. The primary pilot facility will be CJ #2 with remote visitor stations at CJ #4 and CJ #5.
- 33.** Section II, C (#17) – Video Visitation Service, subsection a.ix states, “Install 2 onsite visitor video visitation stations per Facility.” Please clarify, is this for the pilot video visitation project only or the expectations for all facilities upon implementation.
- A. This requirement applies to the pilot VVS only.
- 34.** Section 17. Video Visitation Service (a) – RFP Page 15. In order to provide the County with the best choice of options for service and costs, the County indicated at the bidders conference that multiple technical solutions could be offered for the pilot, but are currently restricted to one financial offer. Is the intent that there would be a single financial offer per pilot solution, which is our recommendation - as some solutions are less costly than others? Also would the County consider any other County location for the pilot? Please provide guidance.
- A. Vendor’s proposal must follow the format and requirements specified in Section III – Submission Requirements of the RFP. There should be a single technical solution and a single financial offer. Proposers should offer only one technical solution to meet each component of the scope of work. The scoring mechanism of the RFP is not designed to accommodate multiple technical solutions nor multiple financial offers per vendor. All pilots must take place at San Francisco Sheriff Facilities. Please refer to the answer for question #32 of this Addendum relative to the location of the pilot VVS.
- 35.** Section 17. Video Visitation Service (a) – RFP Page 15. Please confirm the one facility where the Sheriff’s Department wishes to implement the video visitation pilot project.
- A. Please refer to the answer for question #32 of this Addendum.
- 36.** Section B. Selection Criteria - Free Local Calls in the San Francisco Bay Area – RFP Page 44. Will County provide the local latas being used to determine if call is local?
- A. This section is not limited to local calls only but extends the local calling area to include the Bay Area. It is Vendor’s responsibility to indicate whether Vendor can offer the extended local calling area and the method by which Vendor will do so.
- 37.** The RFP states, “Proposals offering to extend Free Local Calls in the San Francisco Bay Area will receive 5 points.” Would the Sheriff’s Department be interested in proposals offering one free call to each inmate each week? If so, would any additional point value be given to the proposer and what value?
- A. No. This item of the RFP shall remain unchanged. Proposals that offer one free call to each inmate each week are not responsive to the free local call requirement. As such, they would be awarded zero points for this criterion.
- 38.** On p. 38 of the RFP, “C. Content” item 3. “Project Approach” is specified as “up to 20 pages”. Yet, on pages 3-16 of the RFP section “C. General System Components” contains items 1-17. Please confirm that given the 20 pages limit on the “Project Approach” section of our response, that CCSF does not expect or desire point-by-point answers to items 1-17 under “General System Components.”
- A. Please refer to Addendum No. 05 of this RFP to advise the page limits have been changed under Section III, C. 3. Project Approach. One of the components to be included in the Project Approach is overall scope of work tasks. The Scope under this RFP begins in Section II (page 2 of the RFP). Vendor’s Project Approach must indicate how Vendor shall meet the RFP requirements within the page limit specified and as outlined in Section III – Submission Requirements of the RFP.

39. Section III C. 3 – Project Approach (up to 20 pages) – Describe the services and activities that Vendor proposed to provide to the Sheriff’s Department. Including the following information: a.) Overall scope of work tasks; and b.) Schedule and ability to complete the project within the Sheriff’s Department required time frame including a letter of confirmation for the required debit interfaces as described in Section II.C. (#4) Debit Application; and c.) Assignment of work within Vendor’s work team. – RFP Page 38. The required detailed descriptions/explanations, plus the project approach will take more than 20 pages. Would it be acceptable to the customer for us to print on both sides of the paper?

A. Please refer to Bid Addendum No. 05 of this RFP to advise the page limits have been changed under Section III, C. 3. Project Approach. In addition, refer to Section III, B.5 of the RFP; Vendor is required to print double-sided to the maximum extent practical. Each printed side shall count as one (1) page against the required page limits.

Several sections require additional explanation and should include concise responses that fully address the question/information requested in that section. Exhibits presented as supporting data such as images, tables, and charts to the Project Approach will be allowed. Include only Exhibits and visual aids that are clearly relevant to the specific section and numbered item. Exhibits will not count against the required page limits. Exhibits that are comprised of further textual explanation and detail will not be allowed. Exhibits must be clearly referenced and labeled in the Project Approach. Insert any Exhibits after the Financial Proposal section.

40. Please confirm that there is no page limit for item 7 on p. 39 of the RFP “Financial Proposal.” Or, what is the page limit intended for this section?

A. The RFP does not state a page limit for the Financial Proposal. Vendor’s Financial Proposal must follow the format included in the RFP. Vendor shall specify a commission rate, minimum supplemental payment, MMG or MAG in the space provided.

41. Please confirm whether or not CCSF will allow other pages to support responses, placed into Exhibits (after the Financial Proposal)?

A. Please refer to the answer provided for question #39 of this Addendum.

42. Requirement IV.A.5.c asks vendors to provide their “two most recent Dun and Bradstreet reports.” However, D&B ratings are constantly updated in real-time and up-to-date reports are available any time, not just at scheduled intervals. Therefore, while it is not possible to supply the ‘two most recent D&B reports,’ we can certainly provide our most up-to-date D&B information. Will the Sheriff’s Department accept our current D&B report, along with our two most recent financial statements?

A. This requirement shall remain unchanged. Vendor can provide two (2) D&B reports which were generated on two (2) separate occasions (ex: June 2014 and January 2015).

43. Section IV. Minimum Qualifications and Selection Criteria – 5.c – Vendor must submit with its proposal Vendor’s current annual report and its 2 most recent Dun and Bradstreet reports to demonstrate that it is in good financial condition and has demonstrated capability to administer public funds. – RFP Page 40. Will the customer accept the 2 most recent Moody’s credit rating reports be instead of 2 most recent Dun and Bradstreet Reports?

A. The Sheriff’s Department will accept Moody, Fitch, or Standard and Poor’s credit rating reports in place of D&B reports, in addition to the current annual report required in Section IV, 5.c of the RFP.

44. Section B. 1. Vendors shall submit six (6) copies of the proposal. One (1) copy shall be marked “original” and the others marked “Copies”. Two (2) copies of required CMD Forms, separately bound, are also submitted along with the proposals, in a sealed envelope clearly marked Inmate Telephone Service to the above locations. Also, Vendor shall provide its response to the Financial Proposal in a sealed, clearly

marked envelope, and submit with its proposal packet. – RFP Page 37. How many copies of the separate sealed financial proposal would the customer like?

A. Vendor shall provide six (6) copies of the Financial Proposal, one (1) copy which shall be marked “Original” and the others marked as “Copies.” Vendor must also include one (1) electronic copy of the Financial Proposal – as specified in Section(s) III, B.1 and 2.

45. Section B.2. Proposers must include one (1) CD of the complete proposal with each section of the Vendor’s proposal as a separate file in PDF format. Each file must mirror the Table of Contents in this RFP. – RFP Page 37. Does the customer want a pdf copy of the financial offer on the CD along with the technical proposal?

A. Please refer to the answer for question #44 of this Addendum.

46. Section III. C.6. References – Provide reference for the lead consulting firm, lead project manager, and all subconsultants, including the name, address and telephone number of at least three (3) but no more than five (5) recent clients (preferably other public correctional agencies). – RFP Page 39. Please clarify whether 3-5 references total are required for the lead firm, lead PM, and all subconsultants, or 3-5 references for each individual entity, resulting in at least 9-15 total. Please clarify as to whether “lead Project Manager” refers to the individual indicated in the project team who will serve as Project Manager, or to the overall company.

A. The references provided (at least three (3) but not more than five (5)) shall be associated with the Vendor responding to this RFP.

47. Section VI. Terms and Conditions for Receipt of Proposals – RFP Page 48. The RFP states that the LBE subconsultant goal and participation goal for this project have been waived; however the RFP states that proposers must submit Form 2B – CMD “Good Faith” Outreach Requirements. This form calls for supporting documentation, such as contact made with LBE firms, related to attempts to meet LBE goals. If LBE requirements have been waived should CMD form 2B be removed from the list of required forms to be included in the RFP response?

A. Please refer to Bid Addendum No. 2 of this RFP.

48. Table of Contents: Appendices: - RFP Page ii. Is Form 5, the CMD Employment form, a required form? Under letter A it seems that proposers must submit the form; however it is listed as (NOT REQUIRED) in the form description.

A. Please refer to Bid Addendum No. 2 of this RFP.

49. Miscellaneous Question. Given the magnitude of this bid and the additional products over the inmate telephone portion, does the County want to specify any bidder provided maintenance or administrative staffing it requires in order to minimize County staff involvement in day to day operations and service?

A. The Sheriff’s Department requires the provision of a Vendor-provided, full-time onsite administrator. Please refer to Section II, D.6 of the RFP.

50. Miscellaneous Question. Please confirm that in person visits will be allowed during the term of this agreement. - OR - 1. Some bidders pricing and solutions may require that all face-to-face visits be discontinued under the video visitation portion of this RFP - recommend the County request any conditions on bids that would require changes to existing in-person visits.

A. Please refer to Section II, C.17.ii of the RFP. Free onsite video visitations will be required for the pilot VVS. The department will not eliminate face-to-face visits.

51. On page 38, the RFP list the content and page counts for each of the tabbed sections of the vendor proposals to be submitted. Following the format and page counts, it would appear that we are to subject provide a substantial amount information in approximately 40 pages. Would you consider eliminating this page count as it relates to our providing the most comprehensive and informative proposal for the County's review?

A. Please refer to answer provided for question #39 of this Addendum.

52. On page 40, under "Minimum Qualifications" the RFP states "Vendor must provide concrete evidence that they currently have an operable interface with Keefe Commissary Network with a client, similar in size to the San Francisco Sheriff's Department". (Proposer submitting question) has worked with many of the industry's providers of commissary and trust accounting systems throughout the country. (Proposer submitting question) works with hundreds of correctional facilities and provide communications and interfaced commissary services for tens of thousands of inmates on a daily basis. It is a standard and uncomplicated procedure to do a flat file transfer to facilitate the ease of integration of the two systems. We respectfully submit that the aggressive nature on this "minimal qualification" serves primarily to limit competition on a very basic technical capability that has to be demonstrated on a particular commissary provider, (who as Inmate Calling Solutions (ICS), a Keefe company, most likely, will also be bidding on this ITS RFP) PRIOR to award to competing on a host of other mission critical applications?

A. This requirement shall remain unchanged.

53. Where in the proposal should bidders address RFP Section IV, Minimum Qualifications and Selection Criteria, which begins on Page 40?

A. Vendor shall indicate compliance with Section IV within its Project Approach section of the proposal.

54. (Proposer submitting questions) understands the Sheriff's Department wishes to receive brief, concise proposals. However, since the Scope of Work in the RFP is 36 pages, and the proposal must also address RFP Section IV, will the Sheriff's Department consider expanding the Project Approach page limit (currently a maximum of 20 pages)? Alternatively, if the Sheriff's Department chooses to keep the page limit requirement to a maximum of 20 pages, will it please provide additional guidance on how bidders may best meet the page limit? For example, should bidders merely acknowledge agreement to the majority of the technical requirements, which do not require specific information from bidders?

A. Please refer to answer provided for question #39 of this Addendum.

55. On page 38 of the RFP, it states the Project Approach section, which includes a response to the Scope of Work, is limited to no more than 20 pages. However, the entire Scope of Work in the RFP is 35 pages. Would the County consider extending the page limit to 50 pages? If not, would the County allow vendors to provide a comprehensive response that does not include a repetition of each RFP requirement before answering the questions?

A. Please refer to the answer provided for question #39 of this Addendum.

56. Is it acceptable to attach information required by the Scope of Work as proposal exhibits that don't count toward the Project Approach page limit (for example, Dun & Bradstreet reports, Equipment Specs, screen shots, etc.)? Will such information, if attached as exhibits, be considered in the evaluation of the Project Approach?

A. Please refer to the answer provided for question #39 of this Addendum.

57. The RFP states a 2-page limit to the Team Qualifications section (page 38 of 54 in the original RFP). However, the RFP asks for "brief resumes" as well in this section. Will the County change the page limit for this section to 1 or 2 pages, plus 1 page per resume?

A. This requirement shall remain unchanged. Brief resumes can be provided but are not required.

58. On page 2 of 54. II. Scope of Work. 2. General Facility Statistics/Information: The number of Portable/Cart Phones that were identified during the site visit do not match what is shown on this page of the RFP. Please clarify how many are required.

A. Please refer to the answer for question #15 of this Addendum.

You must submit this Bid Addendum signed and dated in a separate sealed envelope stating the request for proposal number and due date. If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgment of receipt:

Signature Date

Print Name and Company Name