

**City and County of San Francisco**

**Request for Proposals for**

**Incarcerated Person Communication Services  
RFP # SHF | 2019-11/ Sourcing Event No. 0000003286**



Date issued:	December 20, 2019
Pre-proposal conference:	9:00 a.m., January 8, 2020
Proposal due:	2:00 p.m., February 5, 2020

Request for Proposals for Incarcerated Person Communication Services: **RFP # SHF | 2019-11**

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**Appendices:**

- A. 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, and 14B of the S.F. Administrative Code.
- B Agreement for Professional Services (form P-600) [separate document]
- C Proposal Response Outline Example [separate document]

**Attachments:**

Attachment 1- RFP Requirements

**Request for Proposals for  
Incarcerated Person Communications Services**

**I. Introduction and Schedule**

**A. General**

1. The City and County of San Francisco (“City”) with the San Francisco Sheriff’s Department (“Sheriff’s Department”) invite responses to this Request for Proposal (RFP) from qualified, experienced Proposers who can provide a comprehensive, reliable incarcerated person communications solution including incarcerated person telephones, standard visitation services and additional technologies that meet the requirements described in this RFP. For the purposes of this RFP, City and Sheriff’s Department are considered interchangeable.
2. City is seeking an experienced Proposer to provide, install and maintain various incarcerated person communication solutions inclusive of an incarcerated person, visitation and public payphone telephone system (IPTS) at the Jail Facilities. Proposer shall provide all incarcerated person communication services to the incarcerated persons in accordance with the requirements and provisions set forth in this RFP and to all of the Facilities listed in **Attachment 1, Section I (Facility Specifications)**. All calls through the IPTS, including International calls, shall be completed as free and shall not require a charge or transaction fee.
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 selected Proposer. 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 incarcerated person communication services environment. Proposers responding to this RFP shall accept the Sheriff’s Department’s direction in working with its Designated Agent.
4. The awarded Agreement shall have an original term of three years. In addition, the Sheriff’s Department shall have two options to extend the term for a period of one year each, which the Sheriff’s Department may exercise in its sole, absolute discretion.

**B. Schedule of Events**

The anticipated schedule for selecting an incarcerated person communications Proposer is:

Proposal Phase	Date
RFP is issued by the Sheriff’s Department	12/20/19
Deadline for mandatory pre-proposal conference registration	01/03/2020
Mandatory pre-proposal conference	9:00 a.m. (PST), 01/08/2020
Deadline for submission of written questions or requests for clarification	01/13/2020
Proposals due	2 p.m. (PST), 02/05/2020
Tentative effective date of Agreement	05/1/2020

**C. Contractors Unable to do Business with the City**

**1. Generally**

Contractors that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into an Agreement with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached as the P-600 Professional Services Agreement (4-19).

**2. Companies Headquartered in Certain States**

The awarded Agreement is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers that have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

## II. Scope of Work

- A. The Sheriff's Department is seeking an experienced incarcerated person communications Proposer to provide, install and maintain various incarcerated person communication solutions inclusive of an incarcerated person telephone service (IPTS), audio recording of visitation sessions, and a payphone telephone system.
1. All incarcerated person telephone calls and visitation sessions processed by and through the IPTS shall be completed as free and no fees shall be charged by Proposer to the incarcerated persons or the called parties.
  2. The Sheriff's Department will pay the Proposer a fixed annual cost amount split into equal monthly payments to compensate Proposer for the IPTS services outlined in this RFP and **Attachment 1 – RFP Requirements**. Proposer may offer an alternative Price Proposal utilizing a lease per incarcerated person telephone in Option 2 of the RFP and as outlined in **Attachment 1, Section J (Rates and Fees)**.
    - a) The Sheriff's Department reserves the right to request an adjustment in the fixed annual cost amount in the event of a material change in the active incarcerated persons or open facilities. Material change shall be considered a fluctuation of 10% or more in the incarcerated persons population for a period of 4 (four) consecutive months.
    - b) The Sheriff's Department reserves the right to modify the free call or fixed annual cost arrangement with the awarded Proposer. In such event, the Sheriff's Department and Proposer will mutually negotiate any adjustments to the Agreement and all such changes will be documented in an amendment.
    - c) The Sheriff's Department reserves the right to impose a percentage cap on Proposer-proposed increases in pricing beyond the fixed annual cost amount.
- B. Detailed Proposer responsibilities and specific requirements are set forth in in **Attachment 1 – RFP Requirements** and define the scope of work associated with this RFP.

## III. Submission Requirements

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

1. Proposals must be received by 2:00 p.m. (PST), on 2/05/2020. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered electronically via the City's PeopleSoft system at <https://sfcitypartner.sfgov.org/pages/index.aspx>, or mailed to:

Henry Gong  
San Francisco Sheriff's Department SFSD City Hall, Room456  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4676

2. For hardcopy deliveries, Proposers shall submit five print copies (1 original and 4 copies) of the proposal and one copy, separately bound, of the required CMD Forms in a sealed envelope clearly labeled **INCARCERATED PERSON COMMUNICATION SERVICES PROPOSAL**, and include the RFP number to the above location. Proposals that are submitted by fax or email will not be accepted. Late submissions will not be considered.

3. Additional requirements are found in **Attachment 1, Section B (Instructions and Format)**.

**B. Format**

**1. Hardcopy**

- a. Place proposals in three-ring binders for the review panel. Please use three-hole recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised at minimum of 30% post-consumer materials, and bind the proposal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.
- b. 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).
- c. Please include a Table of Contents.
- d. Additional requirements are found in **Attachment 1, Section B (Instructions and Format)**.

**2. Electronic**

- a. Submit an electronic version of the proposal on a USB stick or via the City's PeopleSoft bidding system at <https://sfcitypartner.sfgov.org/pages/index.aspx>.
- b. 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).
- c. Please include a Table of Contents.
- d. The electronic version shall be in a searchable format and shall follow the order specified in **Attachment 1, Section B.1 (Proposal Order)**. Non-searchable documents may be considered non-compliant. Proposer is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Electronic versions so compromised will be considered non-compliant.
- e. Additional requirements are found in **Attachment 1, Section B (Instructions and Format)**.

**C. Content**

Firms interested in responding to this RFP must submit the following information, in the order specified in **Attachment 1, Section B.1 (Proposal Order)**. Proposers shall adhere to page lengths specified in **Attachment 1, Section B.1 (Proposal Order)**.

**1. Introduction and Executive Summary**

Submit a letter of introduction and an executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a

representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

This RFP document provides instructions for the RFP process. This RFP document also includes several sections and numbered items where Proposer must provide additional information or documentation as indicated.

- a. Proposer’s proposal shall follow the order specified in **Attachment 1, Section B.1 (Proposal Order)**. Proposer’s proposal shall include the original RFP language where specified. The original text from each section and numbered requirement of the RFP document shall be inserted into Proposer’s proposal document to be immediately followed by a complete response provided by the Proposer. Please reference Appendix C - Proposal Response Outline Example.
- b. Proposer’s proposal shall include specified sections and numbered items in the RFP document that require additional explanation. Proposer shall provide specific, concise responses that fully address the question/information requested in that section. Include only those exhibits and/or images that are clearly relevant to the specific section and numbered item.
- c. If Proposer is in full compliance with the RFP section or requirement number set forth in Attachment 1, Proposer’s response shall be, “Read and Agree.”
- d. If Proposer’s response to the requirements set forth in Attachment 1 is not “Read and Agree”, the Proposer’s response shall be, “Read and Do Not Agree” and shall be considered an exception (“Exception”). Exceptions to any section or numbered requirement must be listed in **Attachment 1, Section K (Exceptions to RFP)**.
- e. **Attachment 1 – RFP Requirements. Attachment 1, Sections B through N** includes specifications that require Proposer Response for Proposer to be considered. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify, “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space. Items answered with “Read and Do Not Agree” require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City’s needs without the required item. All statements where Proposer responded with “Read and Do Not Agree” must be listed in **Attachment 1, Section K (Exceptions to RFP)**. Proposer comments will be evaluated in accordance with the Evaluation and Section Criteria of this RFP as well as **Attachment 1, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria))**.
  - 1) Section A - Proposer Instructions
  - 2) Section B - Instructions & Format
  - 3) Section B.1 - Proposal Order
  - 4) Section C - Evaluation & Selection
  - 5) Section C.1 - Evaluation Criteria
  - 6) Section D - General Conditions
  - 7) Section E - User Billing & Payments
  - 8) Section F - Customer Service
  - 9) Section G - General Installation Requirements
  - 10) Section H - IPTS Requirements
  - 11) Section I - Facility Specifications
  - 12) Section J - Rates and Fees
  - 13) Section K - Exceptions to RFP

- 14) Section L - Exceptions to P-600 Professional Service Agreement (4-19)
- 15) Section M - Receipt of Addenda
- 16) Section N - Pre-Proposal Conference Registration Form

- f. **Appendix B – P-600 Professional Service Agreement (4-19).** Proposer is required to review the standard agreement in its entirety and indicate any exceptions in **Attachment 1, Section L (Exceptions to P-600 Professional Service Agreement)**, including an explanation of how the Proposer proposes to meet the Sheriff’s Department needs without the required item.
- g. The City shall propose an agreement resulting from this RFP, which shall incorporate **Attachment 1 – RFP Requirements, Appendix B – P-600 Professional Service Agreement (4-19)** and Proposer’s RFP response (“Agreement”). The terms of any agreement between the selected Proposer and the Department shall be subject to further negotiation and approval before the Sheriff’s Department may be legally bound thereby. If satisfactory negotiations with the selected Proposer cannot be negotiated in a reasonable time, the Sheriff’s Department may begin Agreement negotiations with the next Proposer. The awarded Proposer shall not unduly delay negotiations or execution of the Agreement. Proposer is expected to respond timely to the Sheriff’s Department’s requests.
- h. Additional format requirements are provided in **Attachment 1, Section B (RFP Instructions & Format)**.

## 2. Project Approach

Describe the services and activities that your firm proposes to the City, including the following information.

### a. Equipment and Installation Requirements

- 1) Specific Equipment and Installation requirements applicable to all systems are outlined in **Attachment 1, Section G (General Installation Requirements)**.
- 2) Proposer shall submit a preliminary implementation plan, which shall include a proposed installation schedule for the Facilities for IPTS.
- 3) Proposer shall indicate any environmental conditions required for the proposed IPTS. Include minimum and maximum operating temperatures and humidity levels.
- 4) Proposer shall indicate the number of hours of back-up power that the provided UPS components supply to the IPTS.
- 5) Proposer shall indicate whether Proposer proposes any changes to Sheriff’s Department’s communications room at the Facilities.

### IPTS

- 1) Specific IPTS Equipment and Installation requirements are outlined in **Attachment 1, Section H (IPTS Requirements)**.
- 2) Proposer shall supply details of Proposer’s proposed IPTS which shall include, but not be limited to: system version (if Proposer uses multiple IPTS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.



- 3) Proposer shall include a diagram demonstrating the proposed IPTS solution.
- 4) Proposer must indicate the physical size of the IPTS equipment to be installed at the Facilities including information on height, depth, width, weight, abuse tolerances and any limitations.
- 5) Proposer shall include a description, as well as images, of the incarcerated person and visitation telephone sets, TDD and/or video relay service units, and cart/portable sets proposed for installation at the Facilities.

**b. Technology Features and User Applications**

**IPTS**

- 1) IPTS and User Application Specifications are outlined in **Attachment 1, Section H (IPTS Requirements)**.
- 2) Proposer shall provide information on how the proposed IPTS is 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.
- 3) Proposer shall provide a script of the call acceptance information provided to the called party.
- 4) Proposer shall indicate the number of times the IPTS 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.
- 5) The IPTS shall process calls on a selective trilingual basis in English, Spanish and Cantonese. Proposer shall indicate whether the called party (in addition to the incarcerated person) will be able to select the preferred language for call prompts.
- 6) For calls that are not completed, the IPTS shall play a recorded message to the incarcerated person detailing why the call was not completed. Proposer shall provide a list of the available recordings as well as a complete description of each.
- 7) Proposer shall specify if the IPTS can limit free calls per incarcerated person, within a specified number of hours, daily, weekly or monthly. Proposer shall list the ways in which rules for free calls can be assigned.
- 8) Proposer shall provide information on any security configurations available within the IPTS to prevent fraud relative to automated phone trees (e.g. incarcerated persons pressing digits and getting to a live operator).
- 9) Proposer shall provide detailed information on the frequency Proposer performs remote diagnostics and troubleshooting processes that shall include failure reports, alarms, service history and other steps taken.
- 10) The IPTS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones and video relay units, which are accessible to persons in wheelchairs and providing devices, including video relay units, which are compatible with Telephone Devices for the Deaf (TDD).
  - a) Proposer must indicate how the TDDs work with the proposed IPTS.
  - b) Proposer shall provide detail on how TDD calls can be recorded and monitored via the IPTS.

- c) Proposer shall provide detail relative to its capability to provide a Video Relay System (VRS) at no additional cost to the Sheriff's Department. Proposer shall include information on any translation options associated with the VRS.
- d) Proposer shall provide detail on how call controls configured in the IPTS are preserved for calls placed using the VRS (e.g. branding, blocked telephone numbers).

**c. Security Features**

- 1) IPTS Security Features requirements are specified in **Attachment 1, Section G (General Installation Requirements)**.

**IPTS**

- 1) Proposer shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facilities is placed (e.g. unknown number, Proposer's City service number, dummy ANI).
- 2) Relative to Proposer's fraud prevention feature, provide a list of the available pre-recorded announcements. Proposer shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
- 3) Specify the method used by Proposer to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
  - a) Upon detection of a three-way call, indicate whether the IPTS is capable of playing a message to the incarcerated person and/or the called party prior to terminating the call.

**d. Monitoring, Recording and Data Requirements**

- 1) Proposer shall provide detailed information on its data storage locations, data redundancy practices, and the processes used when copying and storing all data.

**IPTS**

- 1) Monitoring, Recording and Data Requirements are outlined in **Attachment 1, Section H (IPTS Requirements)**.
- 2) Proposer shall include detailed information on the IPTS alert application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email) and whether a security PIN for accessing the live call/visitation session is required.
- 3) Proposer shall provide a detailed description of the process for copying/exporting recordings. Include information on date/time stamps and how the IPTS prevents tampering with a recording.
- 4) Proposer shall describe its capabilities to allow authorized users of the IPTS application to share call recordings (single and bulk) without copying recordings onto a CD or other storage medium.
- 5) Provide a listing of all available file types for IPTS data including reports and recordings.

**e. Additional Technology**

Sheriff's Department is interested in additional technology products that the Proposer can provide as part of the Proposer's proposal offering for this RFP. At its sole option, Sheriff's Department may elect to implement any proposed Additional Technologies throughout the life of the Agreement by way of Amendment. If Proposer is interested in providing information for additional technology products, it should supply information regarding each item listed below as indicated:

**1) Video Visitation System (VVS) (to be included in the fixed cost proposal):** Proposer shall describe its VVS feature, which shall provide both incarcerated persons and external users with onsite and remote video visits.

- a) Proposer shall supply details of Proposer's proposed optional VVS, which shall include, but not be limited to: hardware components, operating system, default applications, power options, proposed cabling, and bandwidth parameters.
- b) Proposer shall include a description, as well as images, of the proposed video visitation stations proposed for installation at the Facilities.
- c) Proposer shall detail any unique or distinctive features regarding the proposed VVS, including the capability for the incarcerated person to initiate video visitation sessions. If Proposer does not have the capability for the incarcerated person to initiate video visitations sessions, provide information on Proposer's research and development progress.
- d) Proposer shall list the requirements for a visitor to complete remote video visitation sessions, including but not limited to minimum bandwidth, equipment, software, browser type.
- e) Proposer shall specify its proposed process for providing information on upcoming video visits, including reports available in the VVS user application.
- f) Proposer shall provide a list of all available reports in the optional VVS user application.
- g) Proposer shall describe security features of the proposed VVS, including capabilities to capture the visitor's photo or identification automatically, verify the visitor's identity, run a warrant search on the visitor, create automated/custom restrictions.
- h) Proposer shall describe all methods for visitors to register and schedule a video visit.
- i) Proposer shall describe City's options for both manual and automatic approval of video visits.
- j) Proposer shall describe if the proposed VVS scheduling software can also accommodate standard in-person visits. If so, Proposer shall describe its visitation scheduling platform to be used by City for standard in-person visits.
- k) Proposer shall describe City's options for live VVS monitoring and playbacks of video visits.
- l) Proposer must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- m) Proposer shall include its costs for VVS within the IPTS Price Proposal as described in Attachment 1 – RFP Requirements, Section J (Rates & Fees).

**2) Automated Information Technology System (AITS) (to be included in the fixed cost proposal):** Proposer shall describe its AITS feature, which shall provide both incarcerated persons and external users with information relative to the facility or to a specific incarcerated person.

- a) Proposer must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 3) **Cell phone detection (to be included in the fixed cost proposal)**: Proposer must provide an overview of both mobile and stationary cell phone detection technology
  - a) Proposer must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 4) **Identity Detection Technology (Beyond Voice Biometrics and Face Recognition Technology) (to be included in the fixed cost proposal)**: Proposer must provide an overview of incarcerated person identity detection technologies available from the Proposer, beyond or superseding voice biometrics.
  - a) Proposer must provide 2 references of facilities where this feature has been implemented for at least 6 months.

### 3. Firm Qualifications

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

#### a. Proposer Information

- 1) Name, address and telephone number of a contact person for this RFP response.
- 2) Documentation that Proposer is registered to do business in the state of California.
- 3) Documentation that all necessary requirements of the Federal Communications Commission (FCC) and BSCC Title 15 (Minimum Standards for Local Detention Facilities) for the IPTS are met.
- 4) A copy of Proposer's telecommunications service tariff, for the IPTS, for the state of California.
- 5) Proposer's current annual report and its 2 most recent Dun and Bradstreet or similar reports.
- 6) If Proposer has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.
- 7) If Proposer has participated in an acquisition or merger in the last 6 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
- 8) A synopsis of any and all incarcerated person telephone RFP and/or contract related protests in within the last 3 years. Include location and outcome of the protest. A response indicating this information is confidential and/or proprietary will be considered an Exception.
- 9) A synopsis of any and all litigation(s) within the last 5 years where Proposer or Proposer's IPTS is a party. Include venue, style of case and status of litigation.
- 10) Provide information on your firm's background and qualifications which includes a brief description of your firm as well as how any joint venture or association would be structured.

#### b. Disaster Recovery Plan

- 1) Proposer shall detail its Disaster Recovery Plan (DRP). This plan should provide the Proposer processes, policies and procedures relating to the

recovery of services and data requirements as specified in this RFP preceding and/or following a natural or human-induced disaster.

- a) The DRP shall address the Proposer's recovery processes following a natural or human-induced disaster for these scenarios.
  - i. A localized event affecting only the Proposer's facilities, infrastructure, and personnel;
  - ii. A localized affecting only the Sheriff's Department's facilities, infrastructure, and personnel; and
  - iii. A broad geographic event affecting both the Proposer and the Sheriff's Department.

**c. Customer Service**

1. Provide the following information regarding Proposer's processes for handling incarcerated person/end-user service matters for the IPTS specified in this RFP.
  - a) Describe procedure(s) for handling incarcerated person/end-user complaints including the contact options available for end-users to request assistance from Proposer;
  - b) Indicate whether Proposer's customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative;
  - c) The hours during which live customer service representatives are available to speak with end-users via telephone;
  - d) Indicate the average on-hold time to reach a live representative; and
  - e) Describe procedure(s) for handling incarcerated person or end-user refund requests and the timeframe for completing such requests.

**d. Maintenance**

- 1) Proposer shall provide Sheriff's Department with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outages and reporting issues for the IPTS. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues.
- 2) Proposer shall provide the on-site response time, priority levels and escalation schedule for emergency outage/service issues at and/or related to the Facilities as an exhibit to its RFP response and as outlined in **Attachment 1, Section B.1 (Proposal Order)**.
- 3) Proposer shall describe its detailed approach to routine and emergency maintenance as an exhibit to its RFP response and as outlined in **Attachment 1, Section B.1 (Proposal Order)**.
- 4) Proposer shall provide a synopsis of all IPTS outages lasting longer than 6 hours in a single day for the past 6 months. Include reason and outcome of the outage.
  - a. A response indicating this information is confidential and/or proprietary will be considered an Exception.

**4. Team Qualifications**

- a. Proposer shall provide the names of Proposer's employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Agreement using format of the table below. 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, Proposer may add additional rows to the table as necessary.

- b. Proposer shall include 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’s prior approval.
- c. Proposer shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Agreement. There is no limit on the

Technician Name	Company	Location (Address, City, State)	Contact Phone Number	Proximity (In Miles)

number of resumes that the Proposer may submit. Resumes shall be included in Proposer’s proposal as indicated in **Attachment 1, Section B.1 (Proposal Order)**.

- d. All resumes shall be no more than 2 pages and include the following information.
  - 1) Each shall contain the name, position, qualifications, certifications, years of experience, and educational background information.
  - 2) The amount of time that the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.
  - 3) Two related, past performance references for projects of comparable size and complexity where the team member has performed duties similar to the ones outlined in this RFP.
    - a) Proposer must include a contact name, number and email address of someone who has knowledge of the team member’s work for that project.
  - 4) Work experience for no more than the last 10 years. List relevant current/recent work experience, employers, dates and duties in reverse chronological order.
- e. Proposer shall provide information regarding maintenance personnel for the IPTS using the format provided in the table below.
  - 1) Indicate the number of technicians directly employed by Proposer as well as the number of technicians that will be subcontracted for service at the Facilities.
  - 2) Indicate the names, company, primary physical work location, telephone numbers, and proximity to the Facilities for the technicians that will be maintaining, servicing and performing work under the Agreement.
  - 3) Proposer shall disclose, with percentages clearly shown, the specific work tasks for the Facilities that will be subcontracted and the specific work tasks that will be performed by Proposer employees.

**5. References**

Provide references for the projects that comprise your minimum qualifications. Proposer’s references will be used to confirm and verify that proposer has met the minimum qualifications.

By including these references, proposers are representing that the references are familiar with proposer’s work and experience, and references will be truthful in any representations.

- a. Provide a list of agreements not renewed, lost or prematurely cancelled in the last 5 years.
  - 1) If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an exception.
- b. Provide a list of clients/agencies who have notified Proposer of unauthorized fees/charges, overbillings or revenue share owed within the last 3 years and the status of resolution of those claims.
  - 1) A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- c. Provide 3 client references for facilities where Proposer provides the equipment and services comparable to the requirements in this RFP.
  - 1) References provided must be currently under contract with Proposer and have been operating under that contract for at least 6 months.
  - 2) Proposer shall ensure updated references and accurate contact information is provided.
- d. References may be contacted at any time during the RFP.
- e. Using the format in the table below, provide the requested information for each reference.

<b>City Name:</b>	
<b>Contact Person and Title:</b>	
<b>Telephone Number(s):</b>	
<b>Email Address:</b>	
<b>City, State:</b>	
<b>Number of Facilities:</b>	
<b>ADP:</b>	
<b>Agreement Effective Date:</b>	
<b>Total Number of Incarcerated Person Phones:</b>	
<b>Total Number Visitation Phones:</b>	
<b>Portion of Free Calls via IPTS:</b>	

**6. Price Proposal**

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

Using **Attachment 1 – Section J (Rates and Fees)** please provide the price proposal in a separate electronic folder or sealed envelope with your proposal submission. The City will only select one Price Proposal Option to score, either a) Fixed Annual Cost or b) Lease Cost option.

- a. In Option 1, Proposer shall:
  - 1) Propose a fixed annual cost amount that shall be payable by City in equal monthly increments covering the scope of the RFP associated with the IPTS.
- b. In Option 2, Proposer shall:
  - 1) Propose a flat per-incarcerated person telephone lease fee that shall be payable by City on a per station basis covering the scope of the RFP associated with the IPTS. The per-incarcerated person telephone lease rate shall be applied to new incarcerated person telephone installations.

**7. Certification of Headquarters in Accordance with Administrative Code Chapter 12X.**

Proposals should contain the following statement:

“I certify that my company is headquartered at the following address:

\_\_\_\_\_  
I will notify the San Francisco Sheriff’s Department if my company's headquarters moves.”

The required statement is found at the bottom of **Attachment 1 – Section J (Rates and Fees)**. Proposers should enter the address of their company’s headquarters and sign under the form. Failure to sign this statement may be cause for disqualification.

**IV. Evaluation and Selection Criteria**

**A. Minimum Qualifications**

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but City determines that the Proposer does not meet minimum qualifications, proposer may be deemed non-responsible.

- 1. Proposer must complete and submit **Attachment 1 – RFP Requirements (Sections A through N)** in its entirety. Proposers may include exceptions to the RFP Requirements per **Attachment 1 – Section K. Exceptions to the RFP.**
- 2. Proposer must currently manage and operate IPTS with a minimum annual incarcerated person population of 1,300 incarcerated persons or process over 900,000 IPTS minutes of use per month.



3. Proposer 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 the sought services.
4. Proposer must attend the Mandatory Pre-Proposal Conference and Facility tours.
5. Proposer must be a City-approved vendor by the time of Agreement award.
6. Proposer shall comply with free calls and no fees for the IPTS.

**B. Selection Criteria**

The proposals will be evaluated by a selection committee comprised of parties with expertise incarcerated person communications services. The City intends to evaluate the proposals generally in accordance with the criteria itemized in **Attachment 1, Section C.1 (Evaluation Criteria)**. Further information on the proposal evaluation and selection process is covered in **Attachment 1, Section C (Evaluation and Selection)**.

**1. Overall Evaluation Process**

The evaluation process will consist of the phases specified below as well as in **Attachment 1, Section C.1 (Evaluation Criteria)**.

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Screening of Minimum Qualifications	Pass/Fail
Written Proposal (Project Approach, Firm Qualifications, Team Qualifications, References)	Attachment 1 – Section C.1 - (55 points)
Price Proposal (Including BAFO)	Attachment 1 – Section C.1 – (40 points)
Oral Interview	Attachment 1 – Section C.1 – (5 Points)
<b>TOTAL</b>	<b>100 points</b>

**Screening of Minimum Qualifications**

Each proposal will be reviewed for initial determinations on whether Proposer meets minimum qualifications referenced in **Section IV, Part A (Minimum Qualifications)** of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process. The City reserves the right to request clarifications from proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide a proposer the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

**Written Proposal Evaluation**

The proposals will be evaluated by a selection committee comprised of parties with expertise in the needed services. The City intends to evaluate the proposals generally in accordance with the criteria itemized in **Attachment 1, Section C.1. (Evaluation Criteria)**.

**Price Proposal:**

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

The Price Proposal score will be determined by the equation below and will be based on the total price proposal. The City will only select one Price Proposal Option to score, either a) Fixed Cost or b) Lease Cost option.

Score = (Lowest Proposed price / Proposer's price) x (max Price points possible).

### **Oral Interview**

Following the evaluation of the written proposals, the 3 proposers receiving the highest scores may be invited to an oral interview. The interview will consist of a presentation of the proposed IPTS with a sample of the proposed phone equipment and standard questions asked of each of the 3 proposers.

Following the evaluation of the written proposals and price proposals, both scores will then be tabulated and proposers will be ranked starting with the proposer receiving the highest score, then continuing with the proposer receiving the second highest score, and so on. The 3 proposers receiving the highest scores will be invited to an oral interview. The City will determine the format and the scoring criteria to be used during the interview. The interview will consist of either or both standard questions asked of each of the proposers, and may include questions of clarification for specific proposals. The selection panel will evaluate each proposer based on their presentation and/or responses. After the oral interview, the City will combine all scores, rank the proposers and select the highest ranked proposer to enter into agreement with.

## **V. Pre-proposal Conference and Agreement award**

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

Proposers are required to attend a mandatory pre-proposal conference on the date and time specified in **Section I, Part B (Schedule of Events), Table 1 (Anticipated Schedule)** of this RFP. The pre-proposal conference will be held at **County Jail #1 – Lobby Conference Room, 425 7<sup>th</sup> St., San Francisco, CA 94103**, followed by a tour of downtown Facilities (CJ #1, CJ #2, CJ #4) and CJ #5 in San Bruno. Proposer should plan to be involved in the pre-proposal conference for a minimum of 5 hours. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in **Section VI, Part B**.

To attend the pre-proposal conference, Proposer must complete and email **Attachment 1, Section N (Pre-Proposal Conference Registration Form)** to the RFP contact specified in this RFP on or before the date specified in **Section I, Part B (Schedule of Events)** of this RFP. Each Proposer will be limited to 2 representatives at the site evaluation. Proposer must confirm attendance via email to the RFP contact at least 3 days prior to the site evaluation. This will be the only time available for Proposer to visit the Facilities during the RFP process.

Oral responses to questions during the site evaluation shall be considered nonbinding on City. Proposer's questions regarding the pre-proposal conference and/or this RFP must be submitted by Proposer in writing as specified herein on or before the date specified in **Section I, Part B (Schedule of Events)** of this RFP.

### **Question and Answer Period**

Proposers shall submit all questions concerning this Request for Proposal in writing by email only during the Question and Answer Period, ending on or before the date specified in **Section I, Part B (Schedule of Events)** of this RFP. Questions and Answers will be posted publically. All questions concerning the RFP or process shall be submitted no later than 72-hours prior to the proposal deadline. Questions should include the RFP section number title, subsection and page of the corresponding RFP document.

Henry Gong

San Francisco Sheriff's Department Finance  
1 Dr. Carlton B. Goodlett Place  
Room 456, City Hall  
San Francisco, CA 94102  
[henry.gong@sfgov.org](mailto:henry.gong@sfgov.org)

Please reference RFP No. SHF 2019-11

The Pre-Proposal Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the pre-bid conference shall not excuse the successful Proposer from any obligations of the contract. Written Bid Addendum will execute any change or addition to the requirements contained in this RFP, as a result of the Pre-Proposal Conference. It is the responsibility of the Proposer to check for any RFP Addendums, Q&A postings, and other updates which will be posted on the County/City's [Events and Bid](#) website:

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

#### **B. Agreement Award**

The Sheriff's Department will select a proposer with whom the Sheriff's Department staff or Sheriff's Department's Designated Agent shall commence Agreement 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 Agreement 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 proposer. Additional details surrounding Agreement selection and award can be found in **Attachment 1, Section C (Evaluation and Selection)**.

### **VI. Terms and Conditions for Receipt of Proposals**

#### **A. Errors and Omissions in RFP**

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

#### **B. Inquiries Regarding RFP**

Proposers shall submit all questions concerning this RFP scope of services or requirements in writing by email only during the Question and Answer Period as specified in **Section I, Part B (Schedule of Events), Table 1 (Anticipated Schedule)** of this RFP and directed to: [henry.gong@sfgov.org](mailto:henry.gong@sfgov.org). All Proposer questions concerning the bid process shall be submitted no later than the date and time specified in the **Section I, Part B (Schedule of Events), Table 1 (Anticipated Schedule)** of this RFP. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

#### **C. Objections to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not less than 72-hours prior to the RFP deadline, provide written notice to City setting

forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. All Exceptions or Objections to the RFP must be noted in **Attachment 1, Section K (Exceptions to RFP)**.

**D. Change Notices**

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

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

**E. Term of Proposal**

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

**F. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before, but no later than the proposal due date and time.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, City may require a proposer to provide oral or written clarification of its proposal. City reserves the right to make an award without further clarifications of proposals received.

**G. Errors and Omissions in Proposal**

Failure by City 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**

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

**I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers 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 proposer 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; and/or
- A committee controlled by the officer or candidate.

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

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 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’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 proposer 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 proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer’s meetings and records, and (2) a summary of all complaints concerning the proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. 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 proposer’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.

Each solicitation process requires a **new submittal of CMD Attachment 3 forms** at the following link, located under the heading “Attachment 3: General Services Contracts”:

<http://www.sfgsa.org/index.aspx?page=6135>

- 1) Form 2A-CMD Contract Participation Form
- 2) Form 2B- CMD “Good Faith Outreach” Requirements Form
- 3) Form 3- CMD Non-Discrimination Affidavit
- 4) Form 4- CMD Joint Venture Form (if applicable), and
- 5) Form 5- CMD Employment Form

Please submit Forms 2A, 2B, 3 and 5 (and Form 4 if Joint Venture response) with your Response Package. The forms should be part of the “Original” of your response. The forms should have original signatures.

If these forms are not returned with the response, the response may be determined to be non-responsive and may be rejected.

**A. Local Business Enterprise Goals and Outreach**

The requirements of the Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the S.F. Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this solicitation. More information regarding these requirements can be found at:

<http://www.sfgov.org/cmd>

**B. LBE Sub-consultant Participation Requirement**

Please refer to San Francisco Administrative Code Chapter 14B and *CMD* Attachment 2 for information concerning the City's LBE program.

The LBE sub-consulting goal % of the total value of the goods and/or services to be procured will be provided at the pre-proposal conference. Sub-consulting goals can only be met with CMD-certified Small or Micro-LBEs located in San Francisco.

**C. Link to LBE Sub-consultant Directory**

This link takes you to a directory of current Local Business Enterprises:

[http://mission.sfgov.org/hrc\\_certification/](http://mission.sfgov.org/hrc_certification/)

**D. Good Faith Outreach to Select LBE Sub-consultants**

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE sub-consultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE sub-consultants solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the response. LBEs identified as sub-consultants must be certified with the Contract Monitoring Division at the time the response is due, and must have been contacted by the (prime contractor) prior to listing them as subcontractors in the response. Any response that does not meet the requirements of this paragraph will be non-responsive.

**E. Documentation of Good Faith Outreach Efforts**

In addition to demonstrating that it will achieve the level of sub-consulting participation required by the contract, a Respondent shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & (D) and *CMD* Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Responses which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, *CMD* Attachment 2 and this solicitation will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE sub-consultant participation specified in the contract shall be deemed a material breach of contract.

*Note: If Respondent meets/exceeds LBE participation by 35% (i.e. 31.05% LBE participation for this contract), Good Faith Outreach documentation is not required.*

**F. LBE Participation and Rating Bonuses**

The City strongly encourages responses from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for the award of this project for any Respondents who are certified as a Small or Micro-LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling (415) 581-2310. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- a) A 10% bonus to a Small or Micro LBE—including Non-Profit; or a joint venture between or among LBEs; or
- b) A 5% bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%;
- c) A 7.5% bonus to a joint venture with LBE participation that equals or exceeds 40%;



**Joint Venture Rating Bonus** If applying for a rating bonus as a joint venture, the LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the response, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

**G. Application of the Rating bonus:**

The following rating bonus/bid discount shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

- a) Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To \$400,000. A 10% rating bonus/bid discount will apply to any proposal submitted by a CMD-Certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus/bid discount.
- b) Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000. A 10% rating bonus/bid discount will apply to any proposal submitted by a CMD-Certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus/bid discount will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus/bid discount shall not be applied at any stage if it would adversely affect a Small or Micro-LBE.
- c) Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000. A 2% rating bonus/bid discount will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE. C.

The rating bonus/bid discount does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

**H. CMD Contact**

If you have any questions concerning the CMD Forms and to ensure that your response is not rejected for failing to comply with S.F. Administrative Code Chapter 14B requirements, please call the Contract Monitoring Division (CMD) at (415) 581-2310. The forms will be reviewed prior to the evaluation process.

**VII. Contract Requirements**

**A. Standard Contract Provisions**

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. 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.

**B. Nondiscrimination in Contracts and Benefits**

The successful proposer 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 <http://sfgov.org/cmd/>.

**C. Minimum Compensation Ordinance (MCO)**

The successful proposer 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 contractors 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 amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

**D. Health Care Accountability Ordinance (HCAO)**

The successful proposer 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. Contractors 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](http://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://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

**F. Conflicts of Interest**

The successful proposer 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 proposer 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 proposer 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 working days of the City's issuance of a notice of non-responsiveness, any firm 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 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 proposer, and must cite the law, rule, local ordinance,

procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**B. Protest of Non-Responsible Determination**

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The Proposer will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, 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. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm 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 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 proposer, 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.

**D. 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 Finance  
1 Dr. Carlton B. Goodlett Place  
Room 456, City Hall  
San Francisco, CA 94102  
[henry.gong@sfgov.org](mailto:henry.gong@sfgov.org)

## Appendix A

### Standard Forms

**i. How to become Eligible to Do Business with the City:**

Before the City can award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

**ii. Mandatory Forms:**

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City’s supplier portal located at <https://sfcitypartner.sfgov.org/pages/index.aspx>:

1. [Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

**iii. Vendor Eligibility and Invoice Payment:**



Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.

**iv. Vendor Eligibility Forms:**

<u>Form</u>	<u>Purpose/Info</u>	<u>Routing</u>
<a href="#">CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</a>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<a href="#">Declaration of Nondiscrimination in Contracts and Benefits</a> <i>with supporting documentation</i> (Form CMD-12B-101)	This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

	domestic partners. For more information and assistance, please visit the City Administrator’s <b>Contract Monitoring Division Equal Benefits</b> web page.	
<a href="#">Vendor Profile Application</a>	Includes New Vendor Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

**v. Supplemental Forms:**



<b>Form:</b>	<b>Required If:</b>
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the successful proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City’s supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .

**A. Proposer Eligibility Forms:**

<u>Form</u>	<u>Purpose/Info</u>	<u>Routing</u>
<a href="#">CCSF Proposer - Business Registration (Electronic Submission - you must have a vendor number to complete)</a>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<a href="#">Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation</a> (Form CMD-12B-101)	This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator’s <b>Contract Monitoring Division Equal Benefits</b> web page.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<a href="#">Proposer Profile Application</a>	Includes New Proposer Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

**B. Supplemental Forms:**

<u>Form:</u>	<u>Required If:</u>
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the successful proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.

Performance Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .

**SECTION A - PROPOSER INSTRUCTIONS**

For the avoidance of doubt, San Francisco Sheriff's Department shall hereinafter be referred to as "City." Attachment 1 - RFP Requirements contains several sections identified by letter and title which outline the required Incarcerated Person Telephone System (IPTS) solution and related technologies. Sections B through H may include multiple subsections and corresponding requirements all identified by subsection title and requirement number. Below is a listing of all sections included in Attachment 1 - RFP Requirements.

<b>Section A</b>	<b>— Proposer Instructions</b>
<b>Section B</b>	<b>— Instructions &amp; Format</b>
<b>Section B.1</b>	<b>— Proposal Order</b>
<b>Section C</b>	<b>— Evaluation and Selection</b>
<b>Section C.1</b>	<b>— Evaluation Criteria</b>
<b>Section D</b>	<b>— General Conditions</b>
<b>Section E</b>	<b>— User Billing and Payments</b>
<b>Section F</b>	<b>— Customer Service</b>
<b>Section G</b>	<b>— General Installation Requirements</b>
<b>Section H</b>	<b>— IPTS Requirements</b>
<b>Section I</b>	<b>— Facility Specifications</b>
<b>Section J</b>	<b>— Rates and Fees</b>
<b>Section K</b>	<b>— Exceptions to RFP</b>
<b>Section L</b>	<b>— Exceptions to P-600 Professional Service Agreement</b>
<b>Section M</b>	<b>— Receipt of Addenda</b>
<b>Section N</b>	<b>— Pre-Proposal Conference Registration Form</b>

**Proposer shall not reformat, sort, relabel, modify or change the sections included in Attachment 1 in any way other than to insert its Proposer Response and Proposer Comments (if needed).**



**SECTION B - RFP INSTRUCTIONS & FORMAT**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with “Read and Do Not Agree” require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City’s needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria).

**SUBSECTION 1 - GENERAL FORMAT**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Format Requirements	Proposer 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. Proposer is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by City may be rejected without notification.		
1.002	Format Requirements	The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Proposer. Any proposal containing altered, deleted or additional non-original RFP text may be disqualified.		
1.003	Format Requirements	Proposals shall be prepared on standard 8 1/2" x 11" or 8 1/2" x 14" paper with each page numbered.		
1.004	Format Requirements	Each piece of paper, printed on both sides, counts as 2 pages. For example, if the RFP response is allocated 100 pages, in print form it will be 50 individual sheets of paper.		
1.005	Format Requirements	Proposer’s proposal shall contain the items listed in <b>Section B.1 of this Attachment 1</b> and must conform to the page limits specified. If page limits are exceeded in any section City reserves the right to deem the extraneous pages as non-compliant and those pages will not be evaluated.		
1.006	Format Requirements	Photographs, graphics, tables and other visual aids included as part of any page-limited section, such as the Proposer's proposal, are counted against the maximum page limit.		
1.007	Format Requirements	Proposer may include complete client lists or general Proposer information in the final attachment “Other Proposer Brochures/Documents” but must adhere to the page limit.		
1.008	Format Requirements	Failure to follow the instructions in this RFP may, at Customer’s sole discretion, result in the rejection of Proposer’s proposal.		

**SECTION B - RFP INSTRUCTIONS & FORMAT**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria).

1.009	Format Requirements	All costs and expenses relating to the preparation and submission of Proposer's proposal shall be the responsibility of Proposer.		
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**SECTION B - RFP INSTRUCTIONS & FORMAT**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with “Read and Do Not Agree” require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City’s needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria).

**SUBSECTION 2 - SUBMISSION OF PROPOSAL**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Submission of Proposal	All proposals failing to meet the Proposal Due Date will be returned to the Proposer unopened.		
2.002	Submission of Proposal	Proposer may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. City will not accept any modifications to Proposer’s proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.		
2.003	Submission of Proposal	Proposer may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date specified in the RFP.		
2.004	Submission of Proposal	Proposer is responsible for all errors or omissions contained in its proposal.		

**SUBSECTION 3 - QUESTIONS OR COMMENTS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Proposer Questions	Any questions and/or comments submitted by the Proposers after the due date may not be answered by Customer.		
3.002	Proposer Questions	Proposer shall not contact any of Customer's employees or any employee at the Facilities regarding this RFP during the RFP process. Inappropriate contact by Proposer may result in City’s rejection of Proposer’s proposal.		

**SUBSECTION 4 - RFP SPECIFICATION CHANGES**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	RFP Specification Changes	City reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment.		
4.002	RFP Specification Changes	City reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process.		

**SECTION B - RFP INSTRUCTIONS & FORMAT**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with “Read and Do Not Agree” require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City’s needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria).

4.003	RFP Specification Changes	City reserves the right to not award an agreement pursuant to this RFP.		
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**SUBSECTION 5 - ACCEPTANCE PERIOD**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Acceptance Period	Proposer’s submission of a proposal indicates Proposer agrees the proposal will remain valid for a minimum of 180 days from the Proposal Due Date (“Acceptance Period”). A proposal requesting less than 180 days may be rejected. Proposer may specify a longer Acceptance Period.		
5.002	Acceptance Period	If Proposer’s Proposal is accepted within the Acceptance Period, Proposer agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement.		
5.003	Acceptance Period	The awarded Proposer shall not unduly delay negotiations or execution of an Agreement. Proposer is expected to respond promptly to City's requests.		

**SECTION B.1 - PROPOSAL ORDER**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP).

Item	Maximum Page Limit
COVER LETTER	1
TABLE OF CONTENTS	3
INTRODUCTION and EXECUTIVE SUMMARY	4
<b>PROPOSER'S PROPOSAL</b> Section 2 (Project Approach) through 6 (Price Proposal) of the RFP document including all subsections and numbered items.	100
<b>RFP ATTACHMENT 1: RFP REQUIREMENTS</b> Sections B through N including all subsections and numbered items.	No page limit
Proposer Exhibit 1: Proposer Documentation, State Business Registrations & Licenses, FCC Documents, Telecommunication Service Tariff.	No page limit
Proposer Exhibit 2: Proposer Financial Statements, including Dun & Bradstreet Reports or equivalent.	No page limit
Proposer Exhibit 3: Resumes	2 pages per resume
Proposer Exhibit 4: Implementation Plan(s)	8
Proposer Exhibit 5: Disaster Recovery Plan	4
Proposer Exhibit 6: Service Escalation Matrix	2
Proposer Exhibit 7: Maintenance Policies/Procedures	10
Proposer Exhibit 8: System Report and File Samples	14
Proposer Exhibit 9: Equipment Specification Sheets	10
Proposer Exhibit 10: Sample Training Plan and User Documentation	14
Proposer Exhibit 11: Additional Technology Documentation	20
Proposer Exhibit 12: Other Proposer Brochures/Documents	10

**Proposer Response**

**SECTION C - EVALUATION & SELECTION**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

**SUBSECTION 1 - EVALUATION FACTORS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Evaluation	City shall conduct a comprehensive evaluation of all proposals.		
1.002	Evaluation	Each Proposer is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Proposer the maximum score based on the available data submitted by the Proposer.		
1.003	Evaluation	City's evaluation committee shall evaluate the proposals in accordance with the RFP, <b>Attachment 1, Section C.1 (Evaluation Criteria)</b> and the process as outlined in this section (Section C).		
1.004	Evaluation	The top three scoring Proposers may be asked to conduct a technology presentation of their proposed systems at a date and time to be determined by the City.		
1.005	Evaluation	City expressly reserves the right to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of technology, to City and other evaluation factors set forth in <b>Attachment 1, Section C.1 (Evaluation Criteria)</b> .		

**SUBSECTION 2 - BEST AND FINAL OFFER**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Best and Final Offer	City may request a Best and Final Offer (BAFO) from selected Proposer(s). A BAFO allows Proposer an opportunity to clarify or supplement its original proposal. Selected Proposers will be contacted in writing by City requesting the submission of Proposer's BAFO. The BAFO will be in the form of an addendum to this RFP and Proposer's submitted proposal.		

**SECTION C - EVALUATION & SELECTION**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with “Read and Do Not Agree” require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City’s needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

**SUBSECTION 3 - NEGOTIATION OF PROPOSAL**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Negotiation	City reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:		
3.002	Negotiation	Negotiations will only be conducted with selected Proposer(s) after the evaluation of proposals.		
3.003	Negotiation	Proposer’s proposal may be subject to negotiation and revision. Proposer may be required to submit additional data or clarification.		
3.004	Negotiation	City may direct its Designated Agent to conduct negotiations on its behalf.		
3.005	Negotiation	Any changes agreed upon during negotiations may become part of the Agreement.		
3.006	Negotiation	If City is unable to come to terms with the selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scored Proposer.		

**SUBSECTION 4 - PROPOSAL SELECTION**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	Proposal Selection	The Proposer with the lowest cost for IPTS is not guaranteed award of an Agreement.		
4.002	Proposal Selection	City reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Proposer’s proposal.		
4.003	Proposal Selection	City reserves the right to review Proposer’s contracts with its subcontractors to ascertain whether Proposer has the necessary operational systems in place to fulfill the requirements of this RFP.		
4.004	Proposal Selection	City reserves the right to request clarification from Proposers during the evaluation of proposals. Such clarification is intended to assist City in awarding an Agreement that is most advantageous to City.		
4.005	Proposal Selection	City reserves the right, in its sole judgment, to accept the proposal which is determined by City to be the best proposal resulting from this RFP, with or without negotiation, and BAFO.		

**SECTION C - EVALUATION & SELECTION**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

4.006	Proposal Selection	City expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.		
4.007	Proposal Selection	City reserves the right to award an Agreement to the next most qualified Proposer if the awarded Proposer does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.		
4.008	Proposal Selection	Proposals that do not meet the requirements set forth in the RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. City may reject Proposer's proposal for any of, but not be limited to, the following:		
4.009	Proposal Selection	Evidence of collusion with or among other Proposers submitting a proposal.		
4.010	Proposal Selection	Inappropriate contact of City's employees or any employee at the Facilities regarding this RFP during the RFP process by Proposer may result in City's rejection of Proposer's proposal.		
4.011	Proposal Selection	Incorrect or contradictory information and/or false statements included in Proposer's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.		

**SUBSECTION 5 - FINAL DECISION**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Final Decision	City shall make the final selection of the awarded Proposer. Each Proposer that submitted a proposal will receive written notification of City's final decision.		

**SUBSECTION 6 - PROTEST OF AWARD**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
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**SECTION C - EVALUATION & SELECTION**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

6.001	Protest of Award	In the event of a protest, Proposer shall furnish a bond along with its protest submission in the form of a Surety Bond, Cashier's Check or Irrevocable Letter of Credit ("Protest Bond") issued by a company authorized to do business in the state of California. The Protest Bond must be made payable to Customer in the amount of \$150,000. If the protestor prevails, the Protest Bond will be returned to the protestor. If the protestor does not prevail, the Protest Bond shall be retained by City.		
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SECTION C.1 - EVALUATION CRITERIA	
<p>This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP).</p>	
Considered Items	Points Possible
<p><b>Project Approach:</b> IPTS, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology</p>	35
<p><b>Firm Qualifications:</b> Proposer Information, Disaster Recovery, Customer Service, Maintenance, Cancelled/Non-Renewed Agreements, Free Call Implementation Experience, Technology Presentation</p>	15
<p><b>Team Qualifications:</b> Proposer Personnel, Resumes, Subcontractors</p>	5
<p><b>Price Proposal:</b> Free Calls, Fixed Price Proposal, Alternative Proposal, Best and Final Offer. City will only select one Price Proposal Option to score, either a) Fixed Cost or b) Lease Cost option.</p>	40
<p><b>Oral Interview:</b> Presentation of overall IPTS, sample of proposed phone equipment, and standard questions. <b>(Following the evaluation of the written proposals, the 3 proposers receiving the highest scores may be invited to an oral interview.)</b></p>	5
<b>TOTAL</b>	<b>100</b>
<p><b>Overall Compliance/Exceptions: Attachment 1 - RFP Requirements and P-600 Professional Service Agreement</b></p>	Pass/Fail

Proposer Response

**SECTION D - GENERAL CONDITIONS**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

**SUBSECTION 1 - PROJECT SCOPE**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	IPTS Project Scope	City requires a turn-key incarcerated person calling solution which shall include, without limitation incarcerated person telephone calls and visitation sessions provided through the Proposer's Incarcerated Person Telephone System (IPTS). Proposer shall install and operate all incarcerated person and visitation telephones, and related equipment. Proposer's Proposal shall include all wiring for the incarcerated person and visitation telephones, installation the incarcerated person and visitation telephones and the related hardware and software specifically identified herein, to enable incarcerated persons at the Facilities to complete, without limitation, free local, long distance and/or international calls through the IPTS.		

**SUBSECTION 2 - IPTS REPORTING**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Reporting	Reports for IPTS are due to Customer on or before the 20th day of the month following the traffic month.		
2.002	Reporting	Traffic detail reports shall include a detailed breakdown of all IPTS activity, including but not limited to all local, long distance, and international calls for each incarcerated person telephone at the Facilities:		
2.003	Reporting	Facility Name;		
2.004	Reporting	Facility Identification Number		
2.005	Reporting	Facility Address (Street, City, State and Zip);		
2.006	Reporting	Automatic Number Identifier;		
2.007	Reporting	Incarcerated Person Telephone Station Port/Identifier;		
2.008	Reporting	Incarcerated Person Telephone Location Name;		
2.009	Reporting	Local Calls, Minutes, (Per Incarcerated Person Telephone);		
2.010	Reporting	Intralata/Intrastate Calls, Minutes (Per Incarcerated Person Telephone);		
2.011	Reporting	Interlata/Intrastate Calls, Minutes (Per Incarcerated Person Telephone);		

**SECTION D - GENERAL CONDITIONS**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with “Read and Do Not Agree” require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City’s needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

2.012	Reporting	Intralata/Interstate Calls, Minutes(Per Incarcerated Person Telephone);		
2.013	Reporting	Interlata/Interstate Calls, Minutes (Per Incarcerated Person Telephone);		
2.014	Reporting	International Calls, Minutes (Per Incarcerated Person Telephone);		
2.015	Reporting	Total Calls, Minutes, (Per Incarcerated Person Telephone); and		
2.016	Reporting	Traffic Period and Dates.		
2.017	Reporting	Proposer shall include a sample Traffic Detail Report (showing all fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample Traffic Detail Report shall be included in Proposer's proposal as outlined in <b>Attachment 1, Section B.1 (Proposal Order)</b> .		
2.018	Reporting	Proposer shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic.		
2.019	Reporting	The daily raw CDRs shall contain all calls (both attempted and completed) 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. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:		
2.020	Reporting	Facility Name;		
2.021	Reporting	Facility Identification Number;		
2.020	Reporting	From ANI;		
2.021	Reporting	To ANI;		
2.022	Reporting	Batch Number / ID;		
2.023	Reporting	From City;		
2.024	Reporting	From State;		
2.025	Reporting	To City;		
2.026	Reporting	To State;		
2.027	Reporting	Station Port/Identifier;		
2.028	Reporting	Phone Name or Location;		

**SECTION D - GENERAL CONDITIONS**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with “Read and Do Not Agree” require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City’s needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

2.029	Reporting	Incarcerated Person Name;		
2.030	Reporting	Incarcerated Person Identification Number;		
2.031	Reporting	Personal Identification Number;		
2.032	Reporting	Traffic Period;		
2.033	Reporting	Call Start (yymmdd; mmss);		
2.034	Reporting	Call End (yymmdd; mmss);		
2.035	Reporting	Seconds;		
2.036	Reporting	Call Type (e.g. local, etc.);		
2.037	Reporting	Bill Type (e.g. free);		
2.038	Reporting	Call Cost;		
2.039	Reporting	Tax;		
2.040	Reporting	Validation Result;		
2.041	Reporting	Termination Reason;		
2.042	Reporting	LIDB Status/Code; and		
2.043	Reporting	Completion/Accept Indicator.		
2.044	Reporting	Proposer shall provide a sample CDR (showing all raw fields available, including those specified above and additional fields) to demonstrate how Proposer shall meet the above requirements. Fields not included shall be considered exceptions. The sample CDR file shall be included in Proposer's response as outlined in <b>Attachment 1, Section B.1 (Proposal Order)</b> .		

**SECTION D - GENERAL CONDITIONS**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

**SUBSECTION 4 - PUBLIC PAY TELEPHONE SPECIFICATIONS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Public Pay Telephones	Proposer shall furnish, install and maintain 2 public pay telephone(s) in the lobby for use by the general public. The public telephone(s) shall be furnished, installed and maintained by Proposer within Proposer's IPTS Price Proposal. All reporting due to City for the public telephone(s) installed by Proposer shall follow the requirements specified in <b>Attachment 1, Section D (General Conditions)</b> .		

**SUBSECTION 5 - RATE REQUIREMENTS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.002	Rate Requirements	Proposer's IPTS shall identify all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Interstate. Calls to all other countries shall be identified as International.		
4.003	Rate Requirements	During the rating process, Proposer shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.		

**SECTION E - USER BILLING AND PAYMENTS**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

**SUBSECTION 2 - Proposer RETENTION OF END-USER ACCOUNT INFORMATION**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Proposer Retention of End-User Account Information	The City shall have access to such account information upon request, to the extent permissible by law.		

**SECTION F - CUSTOMER SERVICE**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify “Read and Agree” or “Read and Do Not Agree” in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with “Read and Do Not Agree” require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City’s needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

**SUBSECTION 1 - MAINTENANCE**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Maintenance	Proposer shall respond to repair requests from City 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. In addition to unscheduled repair visits, the City requires a dedicated technician to perform weekly inspections for preventive maintenance repairs at each City site and scheduled at the City's discretion.		
1.002	Maintenance	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or system failure.		
1.003	Maintenance	Proposer must exhibit to City a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.		
1.004	Maintenance	City shall be notified of progress and/or delays in progress until the problems are resolved.		
1.005	Maintenance	Proposer shall notify City any time a technician will be dispatched to the Facilities and prior to the technician’s arrival.		
1.006	Maintenance	Additionally, the City may cancel the Agreement with Proposer if Proposer has not cured a service problem within 10 days of Proposer receiving notice of the problem from the City, as stipulated in the <b>P-600 Professional Service Agreement (Liquidated Damages)</b> .		
1.007	Maintenance	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Proposer will assume liability for any and all such damages.		
1.008	Maintenance	All operation, maintenance and repair issues regarding the IPTS shall be reported by Proposer to City promptly.		
1.009	Maintenance	Proposer shall offer City any IPTS technology software upgrades as they become available. All IPTS upgrades must be provided to City within the Price Proposal.		



**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

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**SUBSECTION 1 - STANDARDS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	Standards	Incarcerated person communication services are to be provided and shall comply with all applicable Federal Communication and/or California regulations relating to incarcerated person communication services in correctional facilities.		
1.002	Standards	Proposer shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.		

**SUBSECTION 2 - IMPLEMENTATION**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	Implementation	In its response to this RFP, Proposer shall submit an implementation plan for all incarcerated person communications services, which shall include an installation schedule, for each Facility, including IPTS.		
2.002	Implementation	Initial installations for the IPTS must be completed within 30 days of the execution of the Agreement between Customer and the selected Proposer. Implementation plan(s) will become a part of the Agreement and must be followed.		

**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

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**SUBSECTION 3 - TRANSITION REQUIREMENTS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	Transition Requirements	Proposer shall provide documentation and progress reports. Within seven days of award Proposer 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, IPTSS, Custody Staff, and Compliance Monitor. Proposer shall provide detailed agendas and summary meeting minutes and establish schedules/timelines, milestones, equipment lists, progress reports and responsibility assignments.		
3.002	Transition Requirements	Proposer 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 City, Proposer shall attend meetings and provide access to decision making personnel at any/all times.		
3.003	Transition Requirements	Upon expiration, termination, or cancellation of the Agreement, Proposer shall accept the direction of the Customer to ensure all incarcerated person communication services are smoothly transitioned. At a minimum, the following shall apply:		
3.004	Transition Requirements	Proposer shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by City. Proposer 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. Cost recoupment payments will be due and payable by Proposer to City at the percentage or calculation provided in the Agreement until incarcerated person communication services are no longer handled by Proposer.		

**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

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3.005	Transition Requirements	Proposer agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with all incarcerated person communication services.		
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**SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
4.001	General Installation Requirements	Proposer's IPTS Price Proposal shall include all IPTS related costs.		
4.002	General Installation Requirements	Proposer shall install the quantity of incarcerated person telephones and standard visitation telephones specified in <b>Attachment 1 - Section I (Facility Specifications)</b> .		
4.003	General Installation Requirements	Proposer may propose a different number of incarcerated person telephones and visitation telephones. Customer reserves the right to reject Proposer's alternate proposal and require Proposer to install the number of incarcerated person telephones and visitation telephones that are specified in Attachment 1 - Section I (Facility Specifications).		
4.004	General Installation Requirements	Proposer shall install a separate, dedicated network to accommodate all incarcerated person communication services. Proposer’s incarcerated person communication services shall not be configured to reside on or use the City’s network.		
4.005	General Installation Requirements	Proposer shall install/mount all incarcerated person communication services equipment in accordance with the City’s requirements.		
4.006	General Installation Requirements	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facilities is at the risk of Proposer. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Proposer becomes the City’s property upon termination and/or expiration of the Agreement.		

**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

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4.007	General Installation Requirements	Proposer 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 wiring standards for commercial buildings and must be approved by the City's Bureau of Building Services (SBBS).		
4.008	General Installation Requirements	Proposer shall be responsible for installing all new wiring, cabling and network circuits at no cost to City to support the provision of the outlined incarcerated person communication services at no cost to the City. Proposer agrees that if any material changes are required beyond that which is stipulated in the Proposer's fixed price quote to City for the initial intallation, Proposer will submit a price quote for additional work to be performed, seeking prior approval from City.		
4.009	General Installation Requirements	Proposer agrees to obtain the City’s written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.		
4.010	General Installation Requirements	The Proposer shall inform City of any plan to alter existing infrastructure. All alterations to the existing structure will require planning and approval by City. Planning and approval by City 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.		
4.011	General Installation Requirements	HAZMAT: Existing hazardous material reports will be disclosed and City shall be responsible to abate Proposer's pre-approved proposed work. Proposer 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 City.		

**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

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4.012	General Installation Requirements	Proposer 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.		
4.013	General Installation Requirements	Proposer shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the incarcerated person communication services.		
4.014	General Installation Requirements	Proposer shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the incarcerated person communication services to ensure there is no loss of call processing and data storage in the event of a power failure.		
4.015	General Installation Requirements	A separate power supply shall not be required for the incarcerated person communication services equipment. A power source will be made available by City for the incarcerated person communication services.		
4.016	General Installation Requirements	Installation of all cabling, telephones, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by City.		
4.017	General Installation Requirements	Proposer shall install, repair, and maintain all Proposer-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Proposer-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be included in the IPTS Price Proposal and shall be the total responsibility of Proposer.		

**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

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4.018	General Installation Requirements	Proposer shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the City, no equipment, inventory or spare parts shall be stored by Proposer at the Facilities unless approved by City and as space allows.		
4.019	General Installation Requirements	Proposer shall correct any damage to the City's property caused by maintenance or installation associated with the incarcerated person communication services, including repairs to walls and ceilings.		
4.020	General Installation Requirements	Proposer shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the incarcerated person communication services.		

**SUBSECTION 5 - SECURITY**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	Security	All Proposer employees shall obtain, at Proposer's cost, the appropriate personnel background security clearance prior to arrival at the Facilities.		
5.002	Security	All Proposer employees will comply with City's policies and procedures.		
5.003	Security	All installation, service, maintenance and repair of Proposer telephones shall be performed in strict compliance with City's Jail Clearance Policy.		

**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

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5.004	Security	Operating Environment: Proposer will be working within a public correctional environment. The authority of City 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 Proposer employee is found to be in violation of the expected conduct code, provided to the awarded Proposer during City Proposer Orientation, then City will issue a formal communication to the Agreement that immediate action must be taken to remove the offender. City has the right to remove jail access clearance of any individual. Proposer is solely responsible to provide qualified alternates for positions that are vacant.		
5.005	Security	City security requirements shall apply to all maintenance series, including but not limited to the provision of cut-off switches for IPTS at mutually agreed upon locations. All lines shall have individual cut-off switch banks and a group switch remotely operated by City at designated control stations. A demarcation line will be established. Such remote switches shall have programmable automatic operation as requested by City. City is to approve this system before integration into the overall IPTS. Proposer shall provide labels designating phone locations.		
5.006	Security	Entry to the Facilities is subject to the approval of City.		

**SUBSECTION 6 - TRAINING**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
6.001	Training	Proposer shall provide onsite training for each incarcerated person communication service to the City’s staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the City. Training manuals shall be provided to the City’s staff at all training meetings and will become the property of the City. At City's request, Proposer shall provide a downloadable version of all user manuals and training materials.		

**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

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6.002	Training	When requested by the City, informational pamphlets shall be available to incarcerated persons and end-users and shall describe the applicable features and functionalities of each incarcerated person communication service.		
6.003	Training	Proposer will also provide full documentation for all incarcerated person communication services features and documentation for any and all added technology features that result from this RFP and Agreement.		
6.004	Training	At City's request Proposer shall provide informational posters and pamphlets for incarcerated person or visitor spaces to explain and promote the incarcerated person communication services. Posters and pamphlets shall be provided to the City at no cost.		

**SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
7.001	Upgrades and Performance Process	Proposer shall provide the City with written notice, including detailed information, of any new incarcerated person communications service software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.		
7.002	Upgrades and Performance Process	Proposer shall provide the City with incarcerated person communication services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and at no additional cost to City. Upgrades for the IPTS must be included in Proposer's Price Proposal.		
7.003	Upgrades and Performance Process	Proposer shall adhere to the following performance process when upgrading the IPTS equipment, or performing any changes at the Facilities. Any deviation from this process may result in penalties imposed against Proposer as described in P-600 Professional Service Agreement (Liquidated Damages).		



**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

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7.004	Upgrades and Performance Process	Proposer shall perform extensive testing on all system changes or upgrades to any of the incarcerated person communication services, prior to introducing them to the City. At a minimum, this shall include the following:		
7.005	Upgrades and Performance Process	Circuit/network testing;		
7.006	Upgrades and Performance Process	Configuration / setting preservation testing;		
7.007	Upgrades and Performance Process	IPTS: call processing and international calling;		
7.008	Upgrades and Performance Process	Access to all incarcerated person communication service user applications.		
7.009	Upgrades and Performance Process	Proposer shall provide the City with written details regarding any change to voice prompts, dialing or processes impacting incarcerated persons and end-users/visitors.		
7.010	Upgrades and Performance Process	Proposer shall receive written permission from the City, before scheduling or proceeding with any functionality changes to the incarcerated person communication services at the Facilities, especially if the changes will cause an interruption in service.		
7.011	Upgrades and Performance Process	City, at its option, shall have a minimum of 2 weeks to notify incarcerated persons at the Facilities of any incarcerated person communication services changes that affect the incarcerated persons or end-users/visitors.		
7.012	Upgrades and Performance Process	Proposer shall work with the Facilities to schedule all changes and/or upgrades during a time when the incarcerated person communication services are not being used regularly by the incarcerated persons. Proposer shall coordinate a convenient time and day with the City to implement the changes or upgrades to avoid an interruption in service.		

**SECTION G - GENERAL INSTALLATION REQUIREMENTS**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

7.013	Upgrades and Performance Process	Proposer shall coordinate the presence of the dedicated technician at the Facilities on the day of implementation to perform test calls to ensure all incarcerated person communication services are functioning properly.		
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**SECTION H - IPTS REQUIREMENTS**

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**SUBSECTION 1 - IPTS SPECIFIC INSTALLATION REQUIREMENTS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
1.001	IPTS Installation Requirements	All telephone equipment provided shall be fully operational at the time of the initial installation.		
1.002	IPTS Installation Requirements	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the incarcerated person and visitation telephones is specified in Attachment 1- Section I (Facility Specifications).		
1.003	IPTS Installation Requirements	All telephone equipment shall be powered by the telephone line, not require an additional power source.		
1.004	IPTS Installation Requirements	The telephones must not contain any exterior removable parts.		
1.005	IPTS Installation Requirements	All telephone sets shall include volume control.		
1.006	IPTS Installation Requirements	All telephone sets shall 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.		
1.007	IPTS Installation Requirements	All telephone sets shall use maximum security installation to prevent the concealment and passage of contraband.		
1.008	IPTS Installation Requirements	All telephone sets use suicide resistant components (products made specifically to reduce the incident of suicide) in holding cells, sobering cells or as directed by City 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 incarcerated person jail telephones in high risk areas are to have cords no longer than 8 inches.		
1.009	IPTS Installation Requirements	Proposer shall place placards containing dialing instructions in English, Spanish, Cantonese and Braille on each telephone. Placards shall be replaced each time an incarcerated person telephone set is replaced.		

**SECTION H - IPTS REQUIREMENTS**

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1.010	IPTS Installation Requirements	Proposer shall prepare price quotes to install additional telephones (incarcerated person and visitation) and monitoring and recording equipment as needed. Additional telephones and monitoring and recording equipment shall be installed within 30 days of request. This includes newly constructed, expanded, or re-populated buildings and Facilities.		
1.011	IPTS Installation Requirements	<b>If the installation of the additional telephones (incarcerated person and visitation) is not completed within 30 days, Proposer may incur liquidated damages as described in the P-600 Professional Service Agreement.</b>		

**SUBSECTION 2 - IPTS AND USER APPLICATION SPECIFICATIONS**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
2.001	IPTS and User Application Specifications	The IPTS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and visitation sessions.		
2.002	IPTS and User Application Specifications	The IPTS shall be configured to process both free and speed dialed calls.		
2.003	IPTS and User Application Specifications	At City's request, Proposer shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by City.		
2.004	IPTS and User Application Specifications	The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Proposer shall accept City's reasonable decision regarding whether the reception quality is acceptable.		
2.005	IPTS and User Application Specifications	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.		
2.006	IPTS and User Application Specifications	The IPTS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.		

**SECTION H - IPTS REQUIREMENTS**

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2.007	IPTS and User Application Specifications	The IPTS 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 unauthorized dialing. Proposer must assume all responsibility for unauthorized dialing occurring as a result of the IPTS failing to meet this requirement.		
2.008	IPTS and User Application Specifications	With each call, the IPTS must provide an automated message, customized to the City's specifications, to advise the called party that:		
2.009	IPTS and User Application Specifications	That the call is coming from a correctional facility.		
2.010	IPTS and User Application Specifications	The call is coming from a specific incarcerated person.		
2.011	IPTS and User Application Specifications	The call may be monitored and recorded, or		
2.012	IPTS and User Application Specifications	The call is private and not being monitored and recorded.		
2.013	IPTS and User Application Specifications	The IPTS shall be able to accommodate any of the following options for recording and playback of an incarcerated person’s name to the called party:		
2.014	IPTS and User Application Specifications	The incarcerated person may record a name each time a call is placed. City requires no more than 2 seconds be allowed for the incarcerated person to record a name; this setting shall be configurable in the IPTS;		
2.015	IPTS and User Application Specifications	The incarcerated person may record a name only once (with the first call attempted); the recorded name will be stored in the IPTS and shall be played back with all subsequent call attempts. City requires no more than 2 seconds be allowed for the incarcerated person to record a name; this setting shall be configurable in the IPTS; or		

**SECTION H - IPTS REQUIREMENTS**

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2.016	IPTS and User Application Specifications	No name is recorded. If City selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.		
2.017	IPTS and User Application Specifications	For calls that are not completed, the IPTS shall play a recorded message to the incarcerated person detailing why the call was not completed.		
2.018	IPTS and User Application Specifications	Following the dialing sequence, Proposer shall indicate whether the IPTS can be configured to either:		
2.019	IPTS and User Application Specifications	Allow incarcerated persons to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or		
2.020	IPTS and User Application Specifications	Place the incarcerated person on-hold and not permit the incarcerated person to hear the call progress.		
2.021	IPTS and User Application Specifications	In no event shall the incarcerated person be allowed to communicate with the called party until the call is positively accepted.		
2.022	IPTS and User Application Specifications	The IPTS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries. Proposer shall indicate any of the search criteria which are not currently available:		
2.023	IPTS and User Application Specifications	Incarcerated Person Name (First, Last);		
2.024	IPTS and User Application Specifications	Incarcerated Person Personal Identification Number;		
2.025	IPTS and User Application Specifications	Record Identifier;		
2.026	IPTS and User Application Specifications	Date Range (Start Date/Time and End Date/Tim);		

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2.027	IPTS and User Application Specifications	Facility;		
2.028	IPTS and User Application Specifications	Called Number;		
2.029	IPTS and User Application Specifications	Originating Number;		
2.030	IPTS and User Application Specifications	Station Name;		
2.031	IPTS and User Application Specifications	Call Type;		
2.032	IPTS and User Application Specifications	Bill Type;		
2.033	IPTS and User Application Specifications	Duration;		
2.034	IPTS and User Application Specifications	Call Amount;		
2.035	IPTS and User Application Specifications	Flagged Calls;		
2.036	IPTS and User Application Specifications	Monitored Calls;		
2.037	IPTS and User Application Specifications	Recording Type;		
2.038	IPTS and User Application Specifications	Completion Type;		

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2.039	IPTS and User Application Specifications	Termination Type;		
2.040	IPTS and User Application Specifications	Validation Result;		
2.041	IPTS and User Application Specifications	Phone Group(s);		
2.042	IPTS and User Application Specifications	Visitation Phone(s); and		
2.043	IPTS and User Application Specifications	Custom Search.		
2.044	IPTS and User Application Specifications	The IPTS user application shall allow CDR query results to be exported in a format selected by City (.csv, PDF, Microsoft Excel 2010 or greater). Proposer shall indicate which reports are not currently available. Proposer shall include screen shots of the application to demonstrate this feature. Screen shots shall be included in the Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order).		
2.045	IPTS and User Application Specifications	At a minimum, the IPTS user application shall be equipped to generate the following standard reports in addition to the CDRs:		
2.046	IPTS and User Application Specifications	Call Statistics by Date Range;		
2.047	IPTS and User Application Specifications	Frequently Called Numbers;		
2.048	IPTS and User Application Specifications	Frequently Used Personal Identification Numbers;		
2.049	IPTS and User Application Specifications	Commonly Called Number;		
2.050	IPTS and User Application Specifications	Call Detail Report;		
2.051	IPTS and User Application Specifications	Facility Totals and Statistics;		



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2.052	IPTS and User Application Specifications	Called Party/Number Accepting Report;		
2.053	IPTS and User Application Specifications	Fraud/Velocity Report;		
2.054	IPTS and User Application Specifications	Total Calls;		
2.055	IPTS and User Application Specifications	Personal Allowable Numbers (PAN) Report;		
2.056	IPTS and User Application Specifications	Phone Usage;		
2.057	IPTS and User Application Specifications	Reverse Look-Up;		
2.058	IPTS and User Application Specifications	User Audit Trail ; and		
2.059	IPTS and User Application Specifications	The IPTS user application shall allow City to export the reports in a format selected by City (.csv, PDF, Microsoft Excel 2010 or greater). Proposer shall include screen shots of the application to demonstrate the export feature. Screen shots shall be included in the Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order).		
2.060	IPTS and User Application Specifications	The IPTS shall have the capability to customize reports in a form mutually agreed upon by City and Proposer.		
2.061	IPTS and User Application Specifications	Proposer’s IPTS user application shall at a minimum allow:		
2.062	IPTS and User Application Specifications	Report generation to include the reports listed above;		
2.063	IPTS and User Application Specifications	The creation, modification and deactivation of user accounts;		
2.064	IPTS and User Application Specifications	The creation, modification and deactivation of incarcerated person accounts;		

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2.065	IPTS and User Application Specifications	The creation and modification of telephone numbers in the IPTS including entry of free and privileged telephone numbers without the assistance of Proposer;		
2.066	IPTS and User Application Specifications	Locating and accessing a specific recording by utilizing a unique recording/call identifier;		
2.067	IPTS and User Application Specifications	Block/unblock telephone numbers without the assistance of Proposer;		
2.068	IPTS and User Application Specifications	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.		
2.069	IPTS and User Application Specifications	Program a specific speed dial code to selected telephone numbers as determined by City and at no cost to City and without the assistance of Proposer; and		
2.070	IPTS and User Application Specifications	Query the CDRs for incarcerated person activities and calling patterns, including the provision of reverse look-up at no cost to City. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.		
2.071	IPTS and User Application Specifications	The IPTS shall have the capability to allow City to create, view and track service tickets associated with the IPTS or Facilities.		
2.072	IPTS and User Application Specifications	Proposer shall ensure continuous diagnostics and supervision for call processing and call recording. Proposer shall be capable of performing remote diagnostics to the IPTS to determine if a problem exists with the telephone, station port, channel, line.		
2.073	IPTS and User Application Specifications	Proposer shall promptly notify City in writing of any local and or long distance telephone service carrier and or provider involved in the provision of telephone service at the City Facilities. Proposer shall also notify City 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 IPTS.		

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2.074	IPTS and User Application Specifications	If the City finds that any rule, regulation and or practice of any of Proposer's carriers or providers interferes with or negatively impacts any aspect of the service, options, and or features of the Proposer's IPTS, the City may demand and Proposer 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.		
2.075	IPTS and User Application Specifications	The IPTS shall 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 devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:		
2.076	IPTS and User Application Specifications	Proposer shall provide the number of TDD telephones and ports and VRS units specified in <b>Attachment 1, Section I (Facility Specifications)</b> ; and		
2.077	IPTS and User Application Specifications	TDD telephones and VRS shall be able to work with the IPTS at the Facilities.		
2.076	IPTS and User Application Specifications	City requires commissary ordering via the IPTS within the IPTS Price Proposal. The current commissary provider for City is Keefe; commissary ordering via the IPTS shall allow incarcerated persons access to the commissary menu IPTS via speed dial, capability to build/schedule orders, edit orders, cancel orders and review orders prior to submission to the commissary provider.		
2.077	IPTS and User Application Specifications	The IPTS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by City, shall be provided at no cost to City. Proposer shall accept City's direction for how pro bono calling services are configured via the IPTS.		
2.078	IPTS and User Application Specifications	Proposer shall be able to establish an informant line, to allow anonymous submission of information, at no cost to City. Calls to the informant line shall be free and shall be routed via the IPTS to a destination designated by City. Proposer shall accept City's direction for how the informant line is configured through the IPTS.		

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2.079	IPTS and User Application Specifications	Proposer shall work with City to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Proposer shall:		
2.080	IPTS and User Application Specifications	Route free calls via the IPTS to a destination provided and designated by City which may be the same as that used for the City informant line.		
2.081	IPTS and User Application Specifications	At no cost to City, provide a telephone line to City dedicated for PREA calls to which the calls will be routed as free.		
2.082	IPTS and User Application Specifications	Proposer shall have the capability to allow City to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the City. Proposer shall accept City’s direction for how informant or PREA calling services are configured via the IPTS.		
2.083	IPTS and User Application Specifications	Incarcerated Persons shall be allowed to call the Public Defender’s Office. Proposer 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 City. Incarcerated Person calls to the Public Defender’s Office shall not be recorded or monitored but shall be documented in the IPTS.		

**SUBSECTION 3 - IPTS SECURITY FEATURES**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
3.001	IPTS Security Features	The IPTS shall prohibit:		
3.002	IPTS Security Features	Direct-dialed calls of any type;		
3.003	IPTS Security Features	Access to a live operator for any type of calls;		
3.004	IPTS Security Features	Access to “411” information services;		
3.005	IPTS Security Features	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and		
3.006	IPTS Security Features	Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.		
3.007	IPTS Security Features	The IPTS shall prevent call collision or conference calling among telephone stations.		

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3.008	IPTS Security Features	The IPTS 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). City must be able to shut down via the IPTS user application and/or by cut-off switches at several locations including, but not limited to:		
3.009	IPTS Security Features	At demarcation location;		
3.010	IPTS Security Features	Central control; and		
3.011	IPTS Security Features	By select housing units.		
3.012	IPTS Security Features	The IPTS shall not accept any incoming calls. Proposer shall work with the LEC to ensure such control.		
3.013	IPTS Security Features	The IPTS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.		
3.014	IPTS Security Features	The IPTS shall allow the called party to block their telephone number during the call acceptance process.		
3.015	IPTS Security Features	As specified by City, the IPTS shall have the capability to allow calls to specific numbers at specified times during the day.		
3.016	IPTS Security Features	The IPTS 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 incarcerated person, per month. The current call time limit for the Facilities is specified in <b>Attachment 1, Section I (Facility Specifications)</b> .		
3.017	IPTS Security Features	Prior to the initial implementation of Proposer's services, Proposer shall receive City approved lists of telephone numbers that shall be configured as private or blocked. All numbers provided as approved by City shall be configured as requested and re-validated by Proposer before transition of service and implementation of the new IPTS.		

**SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
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**SECTION H - IPTS REQUIREMENTS**

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4.001	Personal Identification Number Application	The Personal Identification Number (PIN) application shall work with the IPTS allowing incarcerated persons to use PINs to complete calls via the IPTS and include all of the following features and functionalities:		
4.002	Personal Identification Number Application	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;		
4.003	Personal Identification Number Application	The capability to configure pro per incarcerated person PINs including any associated PAN lists, separate from the original incarcerated person PIN, and configurable and searchable by City within the IPTS platform.		
4.003	Personal Identification Number Application	The capability to interface with the Facility’s Jail Management System (“JMS”). The current JMS provider is New World Systems. It is the Proposer’s responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Proposer will be able to meet the PIN requirements listed below with the initial implementation. The City shall not be responsible for paying any amount associated with the required interface.		
4.004	Personal Identification Number Application	The capability to receive, accept and search alphanumeric characters in an incarcerated person’s ID.		
4.005	Personal Identification Number Application	The capability of accommodating any of the following options for how PINs are received and/or generated by the IPTS:		
4.006	Personal Identification Number Application	JMS generates and sends to the IPTS an incarcerated person ID. The IPTS stores the incarcerated person ID and generates an additional unique identifier to be added to the incarcerated person ID. The combination of the incarcerated person ID and the additional unique identifier shall be the PIN;		
4.007	Personal Identification Number Application	JMS generates and sends to the IPTS an incarcerated person ID along with additional incarcerated person data. The IPTS stores the incarcerated person ID and utilizes the additional incarcerated person data to create the complete PIN;		
4.008	Personal Identification Number Application	JMS generates and sends the complete PIN to the IPTS. The IPTS stores the complete PIN; or		

**SECTION H - IPTS REQUIREMENTS**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

4.009	Personal Identification Number Application	The IPTS, without an interface with the JMS, auto-generates the complete PIN;		
4.010	Personal Identification Number Application	The IPTS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Proposer.		
4.011	Personal Identification Number Application	The IPTS shall be capable of accepting a manually entered PIN.		
4.012	Personal Identification Number Application	The interface between the JMS and IPTS shall automatically update the status of the PIN in the IPTS based on the incarcerated person's status in the JMS (e.g. newly booked, transferred, released).		
4.013	Personal Identification Number Application	City requires a 12-digit PIN comprised of an 8-digit incarcerated person ID and a unique 4-digit identifier generated by the IPTS.		
4.014	Personal Identification Number Application	PINs are required for booking/intake phone(s).		
4.015	Personal Identification Number Application	Once a PIN has been activated in the IPTS, the incarcerated person shall only be allowed to place calls from a designated Facility or group of incarcerated person telephones located at the Facility.		
4.016	Personal Identification Number Application	When an individual PIN is added or modified in the system, the IPTS shall document the date/time and the user making the change.		
4.017	Personal Identification Number Application	City requires a Proposer-provided test PIN for private call prompt verification. City must have the ability to place test calls and confirm, without assistance from Proposer, that the IPTS is configured with the appropriate admonition relative calls that are placed to telephone numbers configured with private/privileged settings.		

**SUBSECTION 5 - PERSONAL ALLOWABLE NUMBER LISTS (PANs)**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
5.001	PANs	The IPTS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with specified incarcerated person PINs, including pro per PINs. The City shall have the flexibility to apply PAN lists to some or all of the incarcerated person population.		

**SECTION H - IPTS REQUIREMENTS**

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5.002	PANs	The IPTS shall allow authorized users to set a universal quantity of PANs at the incarcerated person level or override the default quantity of PANs for an incarcerated person.		
5.003	PANs	The quantity of approved telephone numbers within a PAN shall be configurable.		
5.004	PANs	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.		
5.005	PANs	The IPTS shall have the capability to track PAN changes based on a frequency required by City. The IPTS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g. every 90 days).		
5.006	PANs	The proposed IPTS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp).		
5.007	PANs	IPTS 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 incarcerated person.		
5.008	PANs	The PAN application shall include an auto-enroll feature to avoid manual entry of PANs.		

**SUBSECTION 6 - MONITORING AND RECORDING**

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION	PROPOSER RESPONSE	PROPOSER COMMENT
--------------------	------------------	-------------	-------------------	------------------



**SECTION H - IPTS REQUIREMENTS**

This section of the RFP requires a response from Proposer. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Agree" require no further comment or explanation from Proposer. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in Attachment 1, Section K (Exceptions to RFP). Proposer comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

6.001	<b>Monitoring and Recording Requirements</b>	The IPTS shall be capable of monitoring and recording all incarcerated person calls and visitation sessions from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege. The IPTS must provide an automated message to advise participants that the visitation session may be monitored and recorded. All incarcerated person-attorney or incarcerated person-Public Defender calls are not and shall not be recorded. Proposer shall be responsible for ensuring that all calls to verified attorney telephone numbers, specified and/or entered by the City or Proposer, are set as private and are not recorded. A failure by the Proposer to adhere to City's attorney verification process is subject to liquidated damages as described in P-600 Professional Services Agreement (Liquidated Damages).		
6.002	<b>Monitoring and Recording Requirements</b>	The IPTS shall be able to exclude all restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the IPTS user application.		
6.003	<b>Monitoring and Recording Requirements</b>	The IPTS shall allow designated users at the Facilities to play back a recorded call/visitation session in progress (e.g. live monitoring) via the IPTS user application.		
6.004	<b>Monitoring and Recording Requirements</b>	The IPTS shall be configured by default to record all calls/visitation sessions, except in the case of attorney calls. The IPTS shall have the capability of allowing the City to activate/deactivate the recording feature for the visitation stations without the involvement of Proposer.		
6.005	<b>Monitoring and Recording Requirements</b>	A failure by the Proposer to adhere to City's visitation monitoring/recording process is subject to liquidated damages as described in <b>P-600 Professional Services Agreement (Liquidated Damages)</b> .		
6.006	<b>Monitoring and Recording Requirements</b>	The IPTS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the incarcerated person or the end-user side of the recording for playback.		

**SECTION H - IPTS REQUIREMENTS**

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6.007	Monitoring and Recording Requirements	The IPTS shall provide simultaneous playback and continuous recording of calls and visitation sessions.		
6.008	Monitoring and Recording Requirements	The live monitoring feature shall display a list of calls in progress to allow City to scan through all calls in progress or to listen to a specific call. At minimum the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window. For the purpose of call monitoring, the City prefers that the IPTS display the fields below. Proposer shall indicate any display fields not currently available.		
6.009	Monitoring and Recording Requirements	Call Start Time;		
6.010	Monitoring and Recording Requirements	Facility;		
6.011	Monitoring and Recording Requirements	Phone Location Name;		
6.012	Monitoring and Recording Requirements	Incarcerated Person Name;		
6.013	Monitoring and Recording Requirements	Incarcerated Person PIN;		
6.014	Monitoring and Recording Requirements	Called Number;		
6.015	Monitoring and Recording Requirements	Private/Attorney Call;		
6.016	Monitoring and Recording Requirements	Called City, State;		

**SECTION H - IPTS REQUIREMENTS**

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6.017	Monitoring and Recording Requirements	Call Type;		
6.018	Monitoring and Recording Requirements	Call Status;		
6.019	Monitoring and Recording Requirements	Alert; and		
6.020	Monitoring and Recording Requirements	Duration.		
6.021	Monitoring and Recording Requirements	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.		
6.022	Monitoring and Recording Requirements	All call recordings and visitation sessions shall be stored online for the life of the Agreement. A copy of all recordings shall be stored offline by the Proposer for a period of 2 years following the expiration or termination of the Agreement and any renewal terms.		
6.023	Monitoring and Recording Requirements	The City does not require IPTS workstations under this RFP aside from that for the Proposer-provided dedicated technician or similar. Access to the IPTS shall be completely web-based and Proposer shall provide a detailed description, as well as network requirements, for how real-time, anywhere, anytime access to the IPTS user application shall be accomplished at no cost to the City. Proposer shall include remote access to the IPTS in the fixed cost proposal to City and at no additional cost.		
6.024	Monitoring and Recording Requirements	The provision of remote access shall allow City the same features and functionalities, permitted by the user’s level of access, available on a Proposer-provided workstation.		

**SECTION H - IPTS REQUIREMENTS**

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6.025	<b>Monitoring and Recording Requirements</b>	For the term of the Agreement, City shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.		
6.026	<b>Monitoring and Recording Requirements</b>	The IPTS 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.		
6.027	<b>Monitoring and Recording Requirements</b>	The IPTS 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. Proposer shall provide a detailed description of the process for transferring/copying/exporting recordings.		
6.028	<b>Monitoring and Recording Requirements</b>	The IPTS 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.		
6.029	<b>Monitoring and Recording Requirements</b>	The copying/burning application shall be internal to the IPTS .		
6.030	<b>Monitoring and Recording Requirements</b>	Proposer 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 IPTS system. Proposer shall provide the quantity of portable phones required by the City as outlined in <b>Attachment 1, Section I (Facility Specifications)</b> .		

**SECTION H - IPTS REQUIREMENTS**

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6.031	Monitoring and Recording Requirements	In case of IPTS system failure, the IPTS shall provide an easily switchable bypass to remove the intake phone system from the IPTS system and to access outside lines directly upon failure of the IPTS system. Such workaround may be provided as follows: cutoff switching at an agreed upon location from the IPTS 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. Proposer shall describe in detail its proposed solution for meeting this requirement.		
6.032	Monitoring and Recording Requirements	Proposer shall provide hands-free suicide resistant telephones at specific locations per the City's direction and preference.		

<b>SECTION I - FACILITY SPECIFICATIONS</b>			
<b>SUBSECTION 1 - FACILITY INFORMATION &amp; EQUIPMENT REQUIREMENTS</b>			
<b>Data Category</b>	<b>County Jail #1 (Intake Facility) 425 7th Street San Francisco, CA 94103</b>	<b>County Jail #2 425 7th Street San Francisco, CA 94103</b>	<b>County Jail #3 850 Bryant Street, 6th Floor San Francisco, CA 94103</b>
Average Daily Population (ADP):	30	280	<b>Facility Empty &amp; Can Be Excluded From Cost Proposal</b>
Incarcerated Person Type:	City, County, State	City, County, State	
Call Time Limit:	15 Minutes	15 Minutes	
Hours of Availability for Incarcerated Person Telephones:	24/7	24/7	
Hours of Availability for Booking Telephones:	24/7	24/7	
Incarcerated Person Telephones Required:	20	74	
Required Telephone Cord Length (Incarcerated Person Telephones):	18"	18"	
Visitation Telephones Required:	4	10	
Required Telephone Cord Length (Visitation Telephones):	18"	18"	
Portable/Cordless Phones Required:	1	5	
TDD and VRS Devices Required:	2 TDD/1 VRS	0	
Public Pay Telephones:	0	1	
Control Workstation Required:	0	1	
<b>Data Category</b>	<b>County Jail #4 850 Bryant Street 7th Floor San Francisco, CA 94103</b>	<b>County Jail #5 1 Moreland Drive San Bruno, CA 94066</b>	<b>County Jail #6 1 Moreland Drive San Bruno, CA 94066</b>
Average Daily Population (ADP):	340	650	<b>Facility Empty and Can Be Excluded From Cost Proposal</b>
Incarcerated Person Type:	City, County, State	City, County, State	
Call Time Limit:	15 Minutes	15 Minutes	
Hours of Availability for Incarcerated Person Telephones:	24/7	24/7	
Hours of Availability for Booking Telephones:	24/7	24/7	
Incarcerated Person Telephones Required:	59	64	
Required Telephone Cord Length (Incarcerated Person Telephones):	18"	18"	
Visitation Telephones Required:	64	76	
Required Telephone Cord Length (Visitation Telephones):	18"	18"	
Portable/Cordless Phones Required:	8	24	
TDD and VRS Devices Required:	0	2 TDD/1 VRS	
Public Pay Telephones:	1	1	

SECTION I - FACILITY SPECIFICATIONS				
Control Workstation Required:	0	1		
SUBSECTION 2 - INTERFACE CONTACT INFORMATION				
Service Provider Type	Company & Contact Name	Contact Telephone Number	Email	
Commissary	Keefe/Jennifer Rowland		<a href="mailto:jrowland@keefegroup.com">jrowland@keefegroup.com</a>	
JMS	New World Systems/Gene Markle	248-269-1000		
SUBSECTION 3 - AVERAGE MONTHLY STATISTICS (BASED ON 12 MONTHS OF DATA)				
Category	Number of Calls	Number of Minutes	Bulk Purchases	
Collect/Direct Bill	1,188	6,419	n/a	
Pre-Paid Collect	46,371	474,062	n/a	
Pre-Paid Card/Debit	14,377	123,172	n/a	
SUBSECTION 4 - CURRENT IPTS CALLING RATES				
Category	First Minute	Additional Minutes	Avg Cost/Call	
<b>Local</b>				
Collect/Direct Bill	\$ 0.08	\$ 0.08	\$	0.40
Pre-Paid Collect	\$ 0.08	\$ 0.08	\$	0.80
Pre-Paid Card/Debit	\$ 0.08	\$ 0.08	\$	0.64
<b>Intralata/Intrastate</b>				
Collect/Direct Bill	\$ 0.08	\$ 0.08	\$	0.40
Pre-Paid Collect	\$ 0.08	\$ 0.08	\$	0.80
Pre-Paid Card/Debit	\$ 0.08	\$ 0.08	\$	0.64
<b>Intralata/Interstate</b>				
Collect/Direct Bill	\$ 0.08	\$ 0.08	\$	0.40
Pre-Paid Collect	\$ 0.08	\$ 0.08	\$	0.80
Pre-Paid Card/Debit	\$ 0.08	\$ 0.08	\$	0.64
<b>Interlata/Interstate and Domestic International</b>				
Collect/Direct Bill	\$ 0.08	\$ 0.08		n/a
Pre-Paid Collect	\$ 0.08	\$ 0.08		n/a
Pre-Paid Card/Debit	\$ 0.08	\$ 0.08		n/a
<b>International</b>				
Collect/Direct Bill	\$ 0.50	\$ 0.50	\$	1.71

SECTION I - FACILITY SPECIFICATIONS				
Pre-Paid Collect	\$	0.50	\$	1.85
Pre-Paid Card/Debit	\$	0.50	\$	1.78
SUBSECTION 5 - CURRENT IPTS FEES				
Fee Description	Name	Amount	Frequency	
Pre-Paid Collect Trans. Fee (Live)	Live Operator	\$ 5.95	Per Transaction	
Pre-Paid Collect Trans. Fee (IVR, Web)	IVR & Web	\$ 3.00	Per Transaction	
Pre-Paid Collect Trans. Fee (Check/Money Order)	Check & Money Order	\$ -	Per Transaction	
SUBSECTION 6 - CURRENT VVS FEES (AS APPLICABLE)				
Type Visit	Amount Charged	Per Minute	Per 30 Minute Visit	
Onsite	n/a	n/a	n/a	
Remote	\$ 6.00	\$ 0.20	\$ 6.00	



SECTION J - RATES AND FEES					
OPTION 1 IPTS REQUIRED FREE CALLS (FIXED COST)			OPTION 2 IPTS ALTERNATIVE FREE CALLS (LEASE)		
Category	Cost Per Minute	Avg Cost/Call: 15 Minutes	Category	Cost Per Minute	Avg Cost/Call: 15 Minutes
<b>Rates to Incarcerated Persons or Called Party</b>			<b>Rates to Incarcerated Persons or Called Party</b>		
All Domestic Calls	N/A	N/A	All Domestic Calls	N/A	N/A
International	N/A	N/A	International	N/A	N/A
<b>In Option 1, Proposer shall:</b> 1) Propose a fixed annual cost amount that shall be payable by City in equal monthly increments covering the scope of the RFP associated with the IPTS & optional VVS.  All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.			<b>In Option 2, Proposer shall:</b> 1) Propose a flat per-incarcerated person telephone & video station lease fee that shall be payable by City on a per station basis covering the scope of the RFP associated with the IPTS & optional VVS. The per-incarcerated person telephone & video station lease rate shall be applied to new incarcerated person telephone installations.  All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.		
IPTS/OPTIONAL VVS RATE PROPOSAL			IPTS/OPTIONAL VVS LEASE PROPOSAL Per Incarcerated Person Telephone & Optional Video Station		
Category	Amount	Interval	Category	Amount	Interval
Fixed cost for IPTS/optional VVS:		Month	Lease cost for IPTS/optional VVS (Per Telephone & Video Station):		Month
<b>FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'S PROPOSAL</b>  To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.  <b>Proposer Name:</b> _____ <b>Authorized Representative:</b> _____ <b>Signature:</b> _____ <span style="float: right;"><b>Date:</b> _____</span>					
<b>CERTIFICATION OF COMPANY HEADQUARTERS ADDRESS</b>  " I certify that my company is headquartered at the following address: _____ <small>(Address, City, State, and Zip)</small>  I will notify the County and City of San Francisco and the San Francisco Customer if my company's headquarters moves"  <b>Proposer Name:</b> _____ <b>Authorized Representative:</b> _____ <b>Signature:</b> _____ <span style="float: right;"><b>Date:</b> _____</span>					

**SECTION K - EXCEPTIONS TO THE RFP**

All Customer RFP requirements by section, subsection or requirement number for which Proposer has stated "Read and Do Not Agree" are considered exceptions and must be documented in this form. Proposer may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Proposer should write "No Exceptions" under #1 below. Proposer exceptions/comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

Exception Number	RFP Section, Subsection AND Requirement Number	Describe 1) The nature of the exception AND 2) How Proposer's response will still meet the RFP requirements.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**SECTION L - EXCEPTIONS TO P-600 PROFESSIONAL SERVICE AGREEMENT**

All Proposer Exceptions to the terms and conditions of the P-600 Professional Service Agreement shall be noted in this form. Proposer may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Proposer should write "No Exceptions" under #1 below. Proposer exceptions/comments will be evaluated in accordance with Attachment 1, Section C (Evaluation & Selection) and Section C.1 (Evaluation Criteria).

Exception Number	RFP Section, Subsection AND Requirement Number	Describe 1) The nature of the exception AND 2) How Proposer's response will still meet the RFP requirements.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**SECTION M - RECEIPT OF ADDENDA**

Proposer is required to complete and return this form with the proposal response. Attach a copy of each Addenda, if any, along with this form. Proposer responses must address and include any and all requirements found in the issued addenda. City may deem Proposer's Proposal as non-compliant and subject to disqualification if Section M (Receipt of Addenda) is not included in the Proposer's response as outlined in Attachment 1, Section B.1 (Proposal Order).

**PROPOSER IS REQUIRED TO COMPLETE. SIGN, PRINT AND RETURN FORM WITH IPTS RFP RESPONSE REGARDLESS OF WHETHER ADDENDA WERE ISSUED.**

A. Proposer hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR:

B. Proposer acknowledges to the best of his/her knowledge no addendum has been issued by Customer.

Check Here if No Addendum Issued \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Name and Position

**SECTION N - PRE-PROPOSAL CONFERENCE FORM**



This site evaluation registration Form must be completed and returned to the RFP contact specified in the Main RFP (Section III. A. 1.) on or before the date specified in the Schedule of Events. The Facilities will provide an escort.

Provide the following information for the Proposer representative(s) that will be attending the site evaluation which will be held on the date specified in the Schedule of Events.

<b>Proposer Name:</b>	
<b>Address - Line 1:</b>	
<b>Address - Line 2:</b>	
<b>Main Contact Phone Number:</b>	
<b>Main Contact Email Address:</b>	

<b>Attendee Name:</b>	
<b>Attendee Title:</b>	
<b>Attendee Office Contact Number:</b>	
<b>Attendee Mobile Contact Number:</b>	
<b>Attendee Email Address:</b>	

<b>Attendee Name:</b>	
<b>Attendee Title:</b>	
<b>Attendee Office Contact Number:</b>	
<b>Attendee Mobile Contact Number:</b>	
<b>Attendee Email Address:</b>	

<p><b>SAN FRANCISCO SHERIFF'S DEPARTMENT</b></p>  <p><b>POLICY AND PROCEDURE</b></p>	Date Issued: 04/19/1993	Policy #: SFSD 01-08
	Last Revised: 01/03/2013	Formerly E-02
	<p><i>Related Policies:</i></p> <p>SFSD 01-02 Public Information Policy                  SFSD 01-09 CORI Security</p>	
	<p>Approved By:                   Ross Mirkarimi, Sheriff</p>	
Chapter: 01 Administration	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;

Jail Clearance

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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

### Jail Clearance

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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



Jail Clearance

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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







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## Appendix B

### Sample of City Professional Service Contract

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]  
[Insert agreement number (if applicable)]

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco (“City), State of California, by and between [name and address of Contractor] (“Contractor”) and City.

#### Recitals

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

➔ **The following whereas clause describes the process used to select the contractor. If Department conducted an RFP (the most common process) for this service, include the following text. Adjust as necessary for variations such as RFQs, Bids, or Admin Code Chapter 14B solicitations. If Department did not conduct a competitive procurement, this contract must fall under an exception to the competitive bidding requirements, such as for contracts that are sole sourced or less than \$110,000.**

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through [specify the procurement vehicle such as RFP or RFQ (if RFQ, convert all references to RFP to RFQ) and date issued, or state the exception to competitive procurement and date granted] a Request for Proposal (“RFP”) issued on [insert date], in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement is [insert LBE subcontracting percentage number] % OR delete preceding whereas clause and insert whereas clause below:

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number [insert PSC number] on [insert date of Civil Service Commission action];

WHEREAS, the City’s [name of Commission or Board of Supervisors] approved this Agreement by [insert resolution number] on [insert date of Commission or Board action];

➔ **Insert additional WHEREAS clauses as appropriate.**

Now, THEREFORE, the parties agree as follows:

### **Article 1      Definitions**

The following definitions apply to this Agreement:

1.1      "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2      "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and [insert name of department].

1.3      "CMD" means the Contract Monitoring Division of the City.

1.4      "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5      "Contractor" or "Consultant" means [insert name and address of contractor].

1.6      "Deliverables" means Contractor's work product resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.



1.7 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.8 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.10 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

## Article 2 Term of the Agreement

→ Departments may use alternative language tied to a Notice to Proceed or other such document in lieu of a fixed start date. Consult with your Deputy City Attorney and OCA if you wish to use substitute language.

2.1 The term of this Agreement shall commence on [insert Contractor's start date] and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

→ If you wish to include options for the City to extend the contract consistent with the period of the agreement anticipated in the procurement (likely the RFP), include paragraph 2.2 below. Otherwise, you may delete it.

2.2 The City has [number of options] options to renew the Agreement for a period of [one year or other time span] each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

## Article 3 Financial Matters

3.1 **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.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

### 3.3 Compensation.

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the [insert title of department head], in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. 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 charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until [insert name of department] approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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 at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 or in such alternate manner as the Parties have mutually agreed upon in writing.

→If the Agreement requires the use of LBE subcontractors, include the following paragraph. If not, delete body text and replace with "Reserved. (LBE Payment and Utilization Tracking System.)"

**3.3.5 LBE Payment and Utilization Tracking System.** Contractor must submit all required payment information using the City’s Financial System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor’s submission of all required CMD payment information. Failure to submit all required payment information to the City’s Financial System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City’s payment of an invoice, Contractor has ten calendar days to acknowledge using the City’s Financial System that all subcontractors have been paid. Self-Service Training for suppliers is located at this link: <https://sfcitypartner.sfgov.org/Training/TrainingGuide>.

**3.3.6 Getting paid by the City for goods and/or services.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

→ **Subsection 3.3.7 is required only if this Agreement will be funded by the State or Federal government. If no State or Federal funds are involved, delete subsection 3.3.7. If no Federal or State Grant terms are required to be passed through, Section 3.3.7(b) and (c) may be deleted.**

**3.3.7 Grant Funded Contracts.**

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, 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 between Contractor and City.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix [choose C/D/E etc.], “Grant Terms.” To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

**3.4 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 Services. 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 fewer 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

**→Prevailing wages may be required for contracts including maintenance services (See Admin Code Section 6.22(e)) or any services covered by Admin Code Section 21C, including but not limited to the following, Motor Bus Services (Admin Code Section 21C1), Janitorial Services (Admin Code Section 21C.2), operation of Public Off-Street Parking Lots, Garages, or Storage Facilities for Automobiles (Admin Code Section 21C.3), Theatrical Services (Admin Code Section 21C.4), engaging in hauling of Solid Waste Generated By The City In Course of City Operations (Admin Code Section 21C.5), Moving Services (Admin Code Section 21C.6), Trade Show and Special Event Work (Admin Code Section 21C.8), Broadcast Services (Admin Code 21C.9), Loading, Unloading, and Driving of Commercial Vehicles (Admin Code Section 21C.10), or Security Guard Services (Admin Code Section 21C.11). If prevailing wages may be required, include section 3.6 below (though 21C requirements may not need be as detailed). Wage classifications, if known, should be included in a new subsection 3.6.9. If some or all of the services are subject to prevailing wages, aspects of Chapters 12P and 12Q may not apply, and those sections should be edited to match. Consult OCA or your Deputy City Attorney with questions.**

Otherwise, title should read as “3.6 Reserved. (Payment of Prevailing Wages.)” This section is NOT COMMON.

### 3.6 Payment of Prevailing Wages

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 **Subcontract Requirements.** As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 **Posted Notices.** As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 **Payroll Records.** As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 **Certified Payrolls.** Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period

involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

**3.6.7 Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

**3.6.8 Remedies.** Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

#### **Article 4 Services and Resources**

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

#### 4.3 **Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

[Insert names of desired approved subcontractors here or state where the names of the subcontractors may be found elsewhere in this agreement. If Contractor is not expected to use any subcontractors and there are no CMD subcontracting goals, then state "Contractor will not employ subcontractors." instead of the text in 4.3.2 above.]

#### 4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, 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.

**4.4.2 Payment of Employment 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 this Section 4.4 shall be solely limited to 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 attorneys' fees, arising from this section.

**4.5 Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.



4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Services 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. Contractor agrees that the sum associated with the items listed below 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 Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor’s failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

<b>LIQUIDATED DAMAGES</b>	
<b>Description</b>	<b>Amount</b>
<b>ITS</b> Any changes to the monthly collect call threshold; all changes must be approved by City prior to implementation.	\$350.00 per day from the day the unauthorized change was implemented through the date Contractor discontinues the unapproved fees and/or charges.
<b>All Incarcerated Person Communication Services</b> Any charges/fees added to the called party’s bill or account or incarcerated person without the express written consent of City.	\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
<b>All Incarcerated Person Communication Services</b> Unauthorized calls and video visitation sessions completed by Contractor.	\$2.00 per completed, unauthorized call or video visitation session.
<b>All Incarcerated Person Communication Services</b> Unauthorized visitation recordings wherein visitation sessions were recorded without the authorization of the City or direction from the City regarding the settings for monitoring/recording the visitation session was not followed.	\$300.00 per unauthorized recording or per instance where City direction regarding the settings for monitoring/recording the visitation session was not followed.

<p><b>All Incarcerated Person Communication Services</b>  Cost recoupment payments, ITS traffic detail reports, billing files, CDRs, VVS detail reports, and/or all other reports not containing the required fields, received by Customer after the date specified in <b>Attachment 1, Section D (General Conditions)</b>. If the cost recoupment payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Cost recoupment payment discrepancies must be resolved by Contractor and to City's reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from City and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of City and/or any legal course of action City elects to pursue.</p>	<p>5% per month of the cost recoupment amount due.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in <b>Attachment 1, Section D (General Conditions)</b>.</p> <p>\$100.00 per day for any daily CDR reports not submitted by Contractor, for each day where the CDR report does not contain all of the fields and information identified in <b>Attachment 1, Section D (General Conditions)</b>.</p>
<p><b>All Incarcerated Person Communication Services</b>  Any changes to rates without the express written approval of City. Contractor must issue refunds to all overcharged end-users or incarcerated persons within 5 business days; a list of the issued credits must be provided to City as documentation. City will not issue a refund of cost recoupment for unapproved rate increases.</p>	<p>\$2.00 per completed call or video visitation session which was rated/charged using unauthorized rates(s).</p>
<p><b>All Incarcerated Person Communication Services</b>  Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of incarcerated person telephone calls without the express written consent of City.</p>	<p>\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.</p>
<p><b>All Incarcerated Person Communication Services</b>  Due to Contractor's action(s), if any installation, initial or additionally requested incarcerated person communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.</p>	<p>\$500.00 per day for each day the after the agreed-upon date until the installation is complete.</p>
<p><b>All Incarcerated Person Communication Services</b>  Contractor shall be responsible for resolving any</p>	<p>\$500.00 for each day after the Cure Period and for each reported repair or replacement that the Contractor fails to</p>

reported repairs or replacements within 10 days following the date of notification of a service request or incarcerated person communication service failure (“Cure Period”). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.	resolve, until each reported repair or replacement is resolved by Contractor.
<b>All Incarcerated Person Communication Services</b> When City suffers one or more lost, unrecoverable or un-useable recording(s). City agrees to notify Contractor of such instances and provide up to 7 days per instance for Contractor to produce the call recordings.	\$1,000.00 per occurrence.
Contractor shall adhere to City’s performance process when upgrading each incarcerated person communications service, software, equipment, or performing any changes to the incarcerated person communications which affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Contractor.	\$500.00 per occurrence.

4.8 **Bonding Requirements.** The Contractor is required to furnish a performance bond on the form in a form acceptable to the City, in a sum of not less than [insert bonding level] of the annual amount of the contract to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

## Article 5 Insurance and Indemnity

### 5.1 Insurance.

5.1.1 **Required Coverages.** 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:

➔ **The following types and amounts of insurance are those most commonly required in City contracts, but departments should tailor the types and amounts of insurance to the particular risks of each contractor’s services. For example, if the Contractor would deliver fuel, transport hazardous waste, or operate aircraft, higher policy limits and specific types of coverage may be necessary.**

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

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

→ Use the following paragraph in place of (b) ONLY if Contractor will provide services for vulnerable clients such as minors and/or the elderly, otherwise remove entirely.

“Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.”

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

→ Contractors that must be State-licensed as professionals to perform services, i.e., architects, engineers, certified public accountants, attorneys, brokers, etc., must provide professional liability insurance, also known as errors-and-omissions coverage. If the Contractor is such a professional, then include subsection (d) below. If the Contractor is not such a professional, then remove the body text of subsection (d) and replace with “Reserved. (Professional Liability Coverage)”.

(d)

→ Contractors that will provide the following services, must provide Technology Errors and Omissions Liability coverage: Application Service Providers, Computer Consultants/Engineers, Data Processing or Programming, Data Hosting Services, Internet Services, Software Developers and Computer Systems Management or Data Analysis Services. If Contractor provides such services, then include subsections (e) (including (i) and (ii)) below. If the Contractor does not provide such services, then delete the body text of subsection (e) and replace with “Reserved. (Technology Errors and Omissions Coverage)”. NOTE: Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract.

(e) Technology Errors and Omissions Liability coverage, with limits of \$2,000,000 for each claim and each loss, and \$4,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

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

(ii) 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.

→ Contracts for hardware or software that create or increase the risk of loss of confidential data must include a requirement for Cyber and Privacy Insurance. If the Contractor does not provide such services, then delete the body text of subsection (f) and replace with

**“Reserved. (Cyber and Privacy Coverage).” NOTE: Limits of insurance may be increased in accordance with the number of records potentially at risk.**

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

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor’s Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.4 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 Section 11.1, entitled “Notices to the Parties.”

“Contractor shall provide thirty (30) days’ advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days’ notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled “Notices to the Parties.”

5.1.5 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.

5.1.6 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.7 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.

5.1.8 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.

5.1.9 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.

5.1.10 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.

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises 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, 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 arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

## **Article 6 Liability of the Parties**

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for 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.

## **Article 7      Payment of Taxes**

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges 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:

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

8.1.1 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.

8.1.2 Upon receipt of the notice of termination, 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 may include any or all of the following, without limitation:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) 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.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) 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.

8.1.3 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:



(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) 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.

(d) 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.

8.1.4 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 listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

## **8.2 Termination for Default; Remedies.**

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

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

➔ **Prior to finalization, confirm that the numbers in the table properly correspond to their location in this document. You may wish to modify the above to include critical obligations that when violated should give the City cause to immediately terminate.**

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) 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, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 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, where applicable, 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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **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.

**8.4 Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

➔ **Prior to finalization, confirm that the numbers in the table properly correspond to their location in this document.**

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall 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.

**Article 9 Rights In Deliverables**

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by

Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

## **Article 10 Additional Requirements Incorporated by Reference**

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/) .

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the

enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

## **10.5 Nondiscrimination Requirements.**

**10.5.1 Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. 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 employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

➔ **The following section applies only to contracts with CMD subcontracting requirements. If there are no subcontracting requirements, delete the final two sentences (“Contractor shall utilize LBE”... “Contractor’s LBE subcontracting commitments”) of the section.**

**10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least [enter percentage] of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

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

**10.8 Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information

about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

➔**The requirements of Chapter 83 apply to: (a) entry level positions for work performed by a contractor in the City and (b) entry level positions for work performed on the contract in Alameda, San Francisco or San Mateo counties. If the contract amount is \$50,000 or less, then §10.9 should read “Reserved. (First Source Hiring Program.)” Otherwise, contact the First Source Hiring Administrator at OEWD regarding Contractor’s required participation in the program.**

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

**10.10 Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

➔**Include the following paragraph if the Contractor will be paid with federal or state funds. If not, this section may be deleted.**

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [[or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved](#)].

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the

later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

→ **Insert Section 10.12 for any Agreement in which the Contractor is providing (1) insurance or insurance services, (2) financial services, or (3) textiles, unless the contractor falls within an exception (see Admin. Code Section 12Y.3). Otherwise, delete the text and replace with "Reserved. (Slavery Era Disclosure)."**

**10.12 Slavery Era Disclosure.** Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

→ **If the Agreement will involve the Contractor or Subcontractors providing services involving direct supervision of minors or will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, insert §10.13. Supervision includes oversight responsibilities at City parks, playgrounds, recreational centers or beaches. Otherwise, delete the text and replace with "Reserved. (Working with Minors)."**

**10.13 Working with Minors.** In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

#### **10.14 Consideration of Criminal History in Hiring and Employment Decisions.**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"),

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

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

➔ **Insert section 10.15 if this Agreement is (1) with a nonprofit AND is not to provide goods to the City pursuant to bids or requests for proposals, where the City is the end user of the goods or (2) an agreement to provide services or benefits to City employees and/or to their family members, dependents, or their other designated beneficiaries. Otherwise delete the body text and replace with "Reserved. (Public Access to Nonprofit Records and Meetings.)"**

**10.15 Public Access to Nonprofit Records and Meetings.** If 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 must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

**10.16 Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

➔ **If the scope of services in this contract includes sale, provision, or distribution of water or beverages, include the following section. If those services are not included, mark section as "Reserved. (Distribution of Beverages and Water.)". If applicable, one or both of these provisions may be waived pursuant to Admin. Code 101.5 or Environment Code 2406, respectively. If waived, the section should read as "Waived. (Distribution of Beverages and Water)" or in that form for one of the subsections.**

#### **10.17 Distribution of Beverages and Water.**

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

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



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

➔If Agreement involves wood or wood products, include section 10.18.1, otherwise delete.

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

➔Use section 10.19 only if the Services include purchasing preservative-treated wood products on behalf of the City, otherwise delete the body text and replace with “Reserved. (Preservative Treated Wood Products.)”

10.19 **Preservative Treated Wood Products.** Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

## Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, 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]**

To Contractor: **[insert name of contractor, mailing address, and e-mail address]**

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

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such

records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

**11.5 Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, “Notices to Parties,” regarding change in personnel or place, and 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).

**11.6 Dispute Resolution Procedure.**

**11.6.1 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. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. 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. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

**11.6.2 Government Code Claim Requirement.** 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 California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

**➔ Insert Section 11.6.3 if this Agreement is with a health and human services nonprofit. Otherwise delete the section.**

**11.6.3 Health and Human Service Contract Dispute Resolution Procedure.** The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix **[C/D/E - insert the appendix letter]** incorporated herein by this reference.

**11.7 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.

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

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, “Modification of this Agreement.”

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City’s Charter, codes, ordinances and duly adopted rules 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.

11.11 **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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

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

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

## Article 12 Department Specific Terms

12.1 **Reserved.**

➔ **This article is designed to allow Departments to include terms that are applicable to the contracting Department, and not the City generally. Wherever possible, include the differing terms in this Article 12, and leave the other articles and terms as standard as possible.**

**Article 13 Data and Security**

**13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing 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 or Confidential Information.

➔ **If services include collecting electronic payments on behalf of the City (including credit card payments), the Office of the Treasurer and Tax Collector requires the following language. Any deviation from the above requirements shall be approved in writing by the City and County of San Francisco Office of the Treasurer and Tax Collector. If the services do not include collecting electronic payments on behalf of the City then delete the body text and replace with "Reserved. (Payment Card Industry ("PCI") Requirements.)"**

13.2 **Payment Card Industry ("PCI") Requirements.** Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.2.1 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 Councils list of PA-DSS approved and validated payment applications.

13.2.2 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.

13.2.3 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.

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

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

13.2.6 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.

➔If services provided under this agreement contemplate the exchange of Protected Health Information (“PHI”), consult with your assigned Deputy City Attorney and include term 13.3. Otherwise mark as “Reserved. (Business Associate Agreement.)”.

13.3 **Business Associate Agreement.** This Agreement may require the exchange of information covered by the U.S. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). A Business Associate Agreement (“BAA”) executed by the parties is attached as Appendix [Letter C/D/E etc.].

#### 13.4 Management of City Data and Confidential Information

13.4.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.3 **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its

servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

#### **Article 14 MacBride And Signature**

14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

➔ **[SIGNATURES ON FOLLOWING PAGE]**

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]**

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

City Supplier Number: **[Supplier Number]**

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
**[name of Deputy City Attorney]**  
Deputy City Attorney

Approved:  
Alaric Degrafinried  
Director of the Office of Contract Administration,  
and Purchaser

By: \_\_\_\_\_  
**[name of Purchaser or "Name: \_\_\_\_\_"]**

**Appendices**

- A: Scope of Services
- B: Calculation of Charges

**➔ If you obtained an insurance waiver from the Risk Manager, or have other reason to include additional appendices, note here.**

## Appendix A Scope of Services

### 1. Description of Services

- a. Describe the Services:
- b. Deliverables:
- c. Schedule:
- d. Evaluating Work Product:
- e. Location of Work:

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

**2. 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.

**3. 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.

### 4. 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].

**In drafting the Scope of Services, the following format may be helpful in drafting:**

#### A. Project Background



B. Project Definitions

C. Project Deliverables

The Contractor shall provide each of the following deliverables in writing to the City for review and approval to achieve the project objectives.

C.1. <Title>

Deliverable 1

C.2 <Title>

Deliverable 2

C.3. <Title>

Deliverable 3

C.4 <Title>

Deliverable 4

**Appendix B  
Calculation of Charges**

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.

**In drafting the Calculation of Charges, the following format may be helpful in drafting:**

<b>Deliverable</b>	<b>Target Completion Dates</b>	<b>Cost</b>
<Title>		
<u>Deliverable 1:</u>		
<Title>		
<u>Deliverable 2:</u>		
<Title>		
<u>Deliverable 3:</u>		
<b>Total Cost</b>		