

File No. 260442

Committee Item No. 4

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 27, 2026

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

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- Request for Proposals 2/5/2026
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- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
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- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Brent Jalipa Date May 21, 2026

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Contract - San Francisco Pretrial Diversion Project - Pretrial Services - Not to Exceed  
2 \$22,532,145]

3 **Resolution authorizing the Sheriff’s Office to contract with the San Francisco**  
4 **Pretrial Diversion Project (SF Pretrial) for Pretrial Services for a three year period**  
5 **from July 1, 2026, through June 30, 2029, for a contract total not to exceed amount**  
6 **of \$22,532,145, with two one-year options to extend.**

7  
8 WHEREAS, Charter, Section 9.118, requires that agreements entered into by a  
9 department or commission having a term in excess of ten years or requiring anticipated  
10 expenditures of ten million dollars or more be approved by the Board of Supervisors; and

11 WHEREAS, The Contract Monitoring Division determined Chapter 14B  
12 subcontracting participation requirement for the Services has been waived pursuant to  
13 waiver CMD14BPREDID0002762; and

14 WHEREAS, The Sheriff’s Office has made it a top priority to provide the San  
15 Francisco Superior Court with options other than detention and cash bail by ensuring a  
16 continuum of pretrial supervision and diversion services with a focus on addressing the  
17 personal barriers that often engender cycles of justice involvement; and

18 WHEREAS, On February 5, 2026, the Sheriff’s Office issued a Request for  
19 Proposals for Pretrial Services and as a result of that competitive selection process,  
20 identified the San Francisco Pretrial Diversion Project (SF Pretrial) to receive a contract in  
21 the amount of \$22,532,145 over three years to provide Pretrial Services; and

22 WHEREAS, The City and County of San Francisco has been offering pretrial  
23 services and assessment for nearly 50 years through a partnership between the Superior  
24 Court, Bar Association of San Francisco, Sheriff’s Office, District Attorney’s Office, Public  
25 Defender’s Office, and SF Pretrial; and

1           WHEREAS, The City and County of San Francisco has utilized a non-profit  
2 provider for pretrial services since 1964, and SF Pretrial has provided components of  
3 these services since 1976 through grant agreements between the Sheriff’s Office and SF  
4 Pretrial, thereby falling within the outline of San Francisco Board of Supervisors  
5 Resolution No. 437-18, which stated that the operating model for pretrial services “should  
6 reflect the principles of neutrality and structural independence from the law enforcement  
7 functions;” and

8           WHEREAS, SF Pretrial is a non-profit entity, and thus the proposed contract also  
9 meets the idea supported in Board Resolution No. 437-18 for use of a non-profit  
10 organization to provide Pretrial Services; and

11           WHEREAS, Under the proposed contract, SF Pretrial Services will continue its  
12 decades-long experience in working with San Francisco justice involved individuals to  
13 provide a Pretrial Risk Assessment under a 24/7/365 staffing model to guarantee  
14 expedient screening and case processing for prospective pretrial clients; and

15           WHEREAS, The proposed contract will provide for screening of all individuals with  
16 a new misdemeanor or felony charge for pretrial release, which involves the collection  
17 and analysis of case materials, including a completed Public Safety Assessment (PSA)  
18 report, a supplementary criminal history summary, the incident report, and the complete  
19 records of arrest and prosecution (RAP) to be provided to the Court; and

20           WHEREAS, As of February 2020, the Federal Court enjoined the San Francisco  
21 Sheriff from administering the local bail schedule, and instead requires all cases eligible  
22 for pre-arraignment review to be submitted to a judge within 8 hours of the individual’s  
23 identification (ID) confirmation at the county jail, and requires a judge to make a release  
24 determination for that case within 18 hours of ID confirmation; and

1           WHEREAS, The proposed contract will assist not only in complying with the  
2 Federal Court injunction but will also promote the goal of pretrial release of those eligible  
3 for such release; and

4           WHEREAS, The proposed contract agreement with SF Pretrial is on file with the Clerk  
5 of the Board of Supervisors in File No. 260442, which is hereby declared to be a part of this  
6 resolution as set forth fully herein; and

7           WHEREAS, Per the San Francisco Code of Civil Procedure (CCP), Section 1094.5, on  
8 April 20, 2026, the Civil Service Commission approved Personal Services Contract (PSC) File  
9 No. DHRPSC0006189 for Pretrial Services; now, therefore, be it

10          RESOLVED, That the Board of Supervisors authorizes the Sheriff’s Office to execute  
11 the Contract, which is on file with the Clerk of the Board of Supervisors in File No. 260442;  
12 and, be it

13          FURTHER RESOLVED, That the Board of Supervisors hereby approves the Pretrial  
14 Services Agreement by and between SF Pretrial and the City and County of San Francisco,  
15 acting by and through its Sheriff’s Office, for a three year term beginning July 01, 2026, with  
16 two one-year options exercisable by the Sheriff’s Office; and, be it

17          FUTHER RESOLVED, That within thirty (30) days of the Contract being fully executed  
18 by all parties, the Sheriff’s Office shall provide the final Contract to the Clerk of the Board for  
19 inclusion in the Board of Supervisors in File No. 260442.

<p><b>Item 4</b> <b>File 26-0442</b></p>	<p><b>Department:</b> Sheriff</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would authorize the Sheriff’s Office to contract with the Pretrial Diversion Project (Pretrial). The contract has an initial term of three years, June 2026 through June 2029, and a not to exceed amount of \$22,532,145 for that period. The contract has two one-year options to extend the agreement, however the cost of those years is not included in the not-to-exceed amount in the resolution.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The proposed agreement was awarded following a competitive solicitation in which Pretrial was the top scoring proposer of two firms. Under the proposed agreement, the Pretrial Diversion Project will continue providing pretrial risk assessment, pretrial supervision, and progress reporting to the courts.</li> <li>• In FY 2025-26, Sheriff staff reviewed a sample of Pretrial’s work product, which was found to be accurate. In CY 2025, Pretrial Diversion clients in diversion programs have appearance and safety rates above 97 percent. Clients under supervision also have safety rates above 92 percent. Clients in assertive case management (the highest level of supervision) have an average appearance rate of 81 percent. These statistics are virtually the same as when we reviewed this contract in 2024.</li> <li>• Due to late financial audits and other findings, in FY 2024-25, Pretrial was placed on Tier 2 status under the City’s Corrective Action Policy, which results in mandatory action planning and technical assistance from the City. The City has been funding an accounting firm to provide technical assistance to Pretrial to improve its financial practices, some of which are related to the level of City funding.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution approves a contract with a total value of \$22,532,145 for the initial three-year term, or \$7.5 million per year, funded by the General Fund. The budget for FY 2026-27 is one percent greater than the FY 2025-26 budget.</li> </ul> <p style="text-align: center;"><b>Policy Consideration</b></p> <ul style="list-style-type: none"> <li>• At the request of the Superior Court, the Adult Probation Department’s budget proposal to the Mayor for FY 2026-27 and FY 2027-28 includes funding to establish a new division of the Adult Probation Department to take over pretrial services. The proposal includes 54.4 new FTEs in FY 2026-27 with a new General Fund cost of approximately \$11 million per year. This is \$3.5 million more than the Sheriff is proposing to spend on the contract with Pretrial Diversion Project. Because of the pending proposal to transfer this service, approval of the proposed resolution is a policy matter for the Board of Supervisors.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approval of the proposed resolution is a policy matter for the Board of Supervisors.</li> </ul>	

**MANDATE STATEMENT**

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

**BACKGROUND**

The Pretrial Diversion Project is a nonprofit that has provided pretrial services to the Sheriff’s Department since the 1980s. The contract provides information to the Court for their consideration when determining whether arrested persons remain in custody or are released while their charges are pending. In addition, this contract provides supervision for released persons and progress reports for the Court on compliance with release conditions. Under a separate agreement with the Department of Homelessness and Supportive Housing, Pretrial Diversion also serves as an Access Point for the City’s homeless response system.

**Procurement**

In February 2026, the City issued a Request for Proposals to procure a new contract for Sheriff’s Office pretrial services. The minimum qualifications for submitting a proposal included having at least five years of experience providing similar services and being a non-profit. Written proposals were evaluated based on the following factors, providing ten points each: (1) Understanding of each component and the tasks to be performed, (2) Organizational structure, (3) Staffing plan, (4) Firm’s information systems, and (5) Budget efficiency, for 50 possible points. Oral interviews were scored based on the following factors, providing five points each: (1) Program goals and objectives, (2) Staff qualifications and experience, and (3) Ability to track impact of services, for 15 possible points, or 85 total possible points for both the written and oral presentations. Two organizations submitted proposals: Pretrial Diversion Project and Felton Institute. Pretrial scored 45 points on their written proposal and Felton scored 28 points, which was below the minimum score of 35 points to proceed to oral interviews. Accordingly, Pretrial Diversion Project was awarded a new contract.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would authorize the Sheriff’s Office to contract with the Pretrial Diversion Project. The contract has an initial term of three years, June 2026 through June 2029 and a not to exceed amount of \$22,532,145 for that period. The contract has two one-year options to extend the agreement, however the cost of those years is not included in the not to exceed amount in the resolution.

**Services**

Under the proposed amendment, the San Francisco Pretrial Diversion Project will continue providing pretrial risk assessment, pretrial supervision (minimal and assertive case management) for clients released on own recognizance prior to case disposition, pretrial diversion to treatment, caregiving and/or community service, and facilitating group therapy and skill building. Pretrial

releases, supervision levels, and diversion plans are court-ordered. Pretrial Diversion staff monitor clients within these programs and report their progress to the courts.

### **Performance Monitoring**

Following our recommendation to do so, in 2025 the Sheriff's Office began formally evaluating the Pretrial contract. Previously the Sheriff's Office monitored performance through a monthly review of incoming data from Pretrial, but the review was not formally documented. In FY 2025-26, the Sheriff's Office conducted a site visit to review Pretrial's organizational changes, programmatic policies and procedures including ADA compliances, client grievances, and job descriptions. Sheriff staff noted that Pretrial provided requested materials without delay.

In addition, Sheriff staff reviewed a sample of 22 public safety assessments and determined that they are 98 percent accurate, which exceeded the goal of 85 percent. Sheriff staff also reviewed eight sample progress reports in 2026 for four clients. The Sheriff's review did not quantify the accuracy of the progress reports but found that they "clearly list all court requirements in contrast with client actions to determine compliance" and that one of the eight reports did not list all group attendance.

### **Safety and Appearances Rates**

The current contract provides for quarterly reporting by the Pretrial Diversion Project to the Sheriff's Department on the number of pretrial risk assessments presented pre-arraignment and at arraignment, the number of pre-arraignment and at-arraignment releases, average daily count and number of new releases for each supervision level, appearance rate for each supervision level (including number of failures to appear), safety rate (percentage of supervised defendants not arraigned on a new offense, or held on parole/probation violation), number of clients referred post-arraignment for release and number released, and average length of stay on pretrial supervision. Six-month and twelve-month reports include the appearance rate for each supervision level (percentage of supervised defendants who do not have a bench warrant for failure to appear) and recidivism rate (referred to as the "safety rate" in the contract). Exhibit 1 below shows the appearance and safety rates.

**Exhibit 1: Pretrial Diversion Project: Client Appearance and Safety Rates, CY 2025**

	<b>Active Clients</b>	<b>Appearance Rate</b>	<b>Safety Rate</b>
Pretrial Diversion	48	93%	97%
Caregiver Diversion	73	97%	97%
Post-Conviction and Deferred Entry of Judgment	13	92%	97%
Own Recognizance, No Active Supervision	880	86%	95%
Own Recognizance, Minimum Supervision	360	85%	97%
Assertive Case Management	1,342	81%	92%
<b>Weighted Average, All Programs</b>		<b>84%</b>	<b>94%</b>

Source: Sheriff’s Office

Notes: All values are an average of the periods data from the four quarters of CY 2025. Safety rates refer to the percentage of clients who are not arraigned on a new misdemeanor or felony charge, or a probation or parole violation. Appearance rates refer to the percentage of clients who make their court dates.

The data indicates that Pretrial Diversion clients in diversion programs have appearance and safety rates above 97 percent. Clients under supervision also have safety rates above 92 percent. However, clients in assertive case management (the highest level of supervision) have an average appearance rate of 81 percent. These statistics are virtually the same as when we reviewed this contract in 2024. According to the Sheriff’s Office, clients experiencing homelessness are more likely to have lower appearance rates. To better monitor appearance rates, Pretrial began reporting to the Sheriff on how many persons that failed to appear were later contacted successfully and who successfully filed motions to recall bench warrants.

Pretrial Diversion Project’s appearance and safety rates are higher than other California counties. In FY 2022-23, Santa Clara County’s Pretrial Diversion Department reported appearance rates of 62 – 66 percent and safety rates of 96 – 97 percent, depending on the risk category. In 2019, the Judicial Council began operating a pretrial diversion pilot program with sixteen Superior Courts.<sup>1</sup> In July 2023, the Judicial Council provided an evaluation of the pilot program to the State Joint Legislative Budget Committee, which reviewed data from January 2019 through December 2021. During that period, safety rates ranged from 61 – 73 percent and appearance rates ranged from 68 to 75 percent, depending on the risk level.

<sup>1</sup> The Judicial Council’s pretrial pilot includes the following counties: Alameda, Calaveras, Kings, Los Angeles, Modoc, Napa, Nevada-Sierra (as a two-part consortium), Sacramento, San Joaquin, San Mateo, Santa Barbara, Sonoma, Tulare, Tuolumne, Ventura, and Yuba.

**Fiscal & Compliance Monitoring**

In June 2025, DCYF completed fiscal and compliance monitoring of the Pretrial Diversion Project financial condition and governance. The assessment initially found that Pretrial was not in compliance with many of the City’s financial condition standards for non-profits, including not submitting its federal return for FY 2023-24 and not having audited financial statements for FY 2023-24, which is also a requirement of its contract with the Sheriff’s Office. Following that determination, Pretrial submitted documentation of its compliance with most, but not all of the standards. Because it was out of compliance with several standards for multiple years, in FY 2024-25, Pretrial was placed on Tier 2 status under the City’s Corrective Action Policy, which results in mandatory action planning and technical assistance from the City. The City has been funding BDO, an accounting firm, to provide technical assistance to Pretrial to improve its financial practices. Pretrial has three remaining actions it needs to complete in its action plan: (1) complete its FY 2024-25 financial audit, (2) improve its working capital ratio so that current assets are greater than current liabilities, and (3) improve its budget and cash flow. Because Pretrial receives most of its funding from the City, the latter two items are related to the level City funding, though Pretrial could also bolster its fundraising. BDO estimated that Pretrial would need approximately \$980,000 per year in additional funding in order to meet staffing standards recommended by the National Association of Pretrial Services Agencies.

*Retirement Plan*

According to media reports, Pretrial temporarily diverted retirement contributions from staff to pay for operating expenses in 2025. According to David Mauroff, Chief Executive Officer at Pretrial Diversion Project, those actions were taken by a former employee and all late contributions were restored to individual accounts, plus lost interest, as of May 2025. Mr. Mauroff also stated that the District Attorney investigated the matter and that Pretrial is no longer the subject of that investigation.

**FISCAL IMPACT**

The proposed resolution approves a contract with a total value of \$22,532,145 for the initial three-year term, or \$7.5 million per year, funded by the General Fund. The budget for FY 2026-27 is one percent greater than the FY 2025-26 budget. The detailed program budget is shown below.

**Exhibit 2: Pretrial Diversion Project Contract Budget**

<b>Budget Line</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>
Salaries & Benefits	\$5,641,814	\$5,641,814	\$5,641,814
Operating Expenses	591,913	603,913	603,913
Subcontractors	130,625	130,625	130,625
Equipment	18,000	6,000	6,000
Overhead (20%)	1,128,363	1,128,363	1,128,363
<b>Total</b>	<b>\$7,510,715</b>	<b>\$7,510,715</b>	<b>\$7,510,715</b>

Source: Proposed Contract

**Other Funding**

Other funding for pretrial services includes \$1.3 million annually in State grants that are awarded by the Superior Court. The Pretrial Diversion Project also has \$450,000 in State grant funds through May 2027 to fund a peer navigator and licensed clinical social workers, \$480,000 per year from the San Francisco Health Plan for intensive case managers, and \$3,500,000 from the Crankstart Foundation through June 2027 for a new health initiative. While these services are separate from the pretrial safety assessment and supervision, they benefit that population.

**POLICY CONSIDERATION**

At the request of the Superior Court, the Adult Probation Department's budget proposal to the Mayor for FY 2026-27 and FY 2027-28 includes funding to establish a new division of the Adult Probation Department to take over pretrial services. The proposal includes 54.4 new FTEs in FY 2026-27 with a new General Fund cost of approximately \$11 million per year. This is \$3.5 million more than the Sheriff is proposing to spend on the contract with Pretrial Diversion Project, which is \$7.5 million per year in General Fund costs. Court staff have expressed concerns to our office about Pretrial Diversion Project's financial stability, transparency, management, and accuracy of the progress reports for people under pretrial supervision. For example, in June 2025, Pretrial Diversion Project declined an information request from the Court regarding the organization's financial and operating activities. Neither Pretrial Diversion nor the Court were able to provide our office documentation regarding the accuracy of progress reports, and, as noted above, the Sheriff reviewed a small sample (eight) of those reports and found one error in the sample.

The Mayor and Board of Supervisors will jointly decide in the FY 2026-27 budget process whether to transfer pretrial services to the Adult Probation Department. Because of the pending proposal to transfer this service, approval of the proposed resolution is a policy matter for the Board of Supervisors. The proposed agreement can be terminated without penalty if funds are not appropriate for it.

**RECOMMENDATION**

Approval of the proposed resolution is a policy matter for the Board of Supervisors.

**DRAFT (4.21.26)**

**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  
San Francisco Pretrial Diversion Project, Inc.  
[Insert Department Contract ID, if any]  
[Insert PeopleSoft Contract ID]**

This Agreement is made this 1<sup>st</sup> day of **July, 2026**, in the City and County of San Francisco (“City”), State of California, by and between **San Francisco Pretrial Diversion Project, Inc.** (“Contractor”) and City.

**Recitals**

WHEREAS, the Sheriff’s Office (“Department”) seeks to procure Pretrial Services, that offers robust programming with a continuum of pretrial supervision options. Components of this continuum will include: Probable Cause review, Pretrial Risk Assessment, Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk, Pretrial Diversion for persons charged with misdemeanors, and Group Facilitation, from Contractor; and

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

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WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled SHF2026-01 Pretrial Services issued through Sourcing Event ID 00000011465; and

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WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14BPREDID0002762; and

*WHEREAS, approval for the Agreement was obtained on April 20, 2026 from the Civil Service Commission under PSC number DHRPSC0006189 in the amount of \$38,702,713 for the period of 5 years]; and*

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***Reserved (Commission Approval).***

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

WHEREAS, the Department will file Ethics Form 126f4 (Notification of Contract Approval) within five days of execution of the Agreement because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action] in the amount of \$ \$22,532,145 for the period commencing July 1, 2026 and ending June 30, 2029

## **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      “Appendices” means the appendices listed in Article 14 (“Appendices”) herein.

1.3      “Artificial Intelligence” or “Artificial Intelligence Model” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

1.4      “Artificial Intelligence System” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

1.5      “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 Sheriff’s Office.

1.6      “City Data” means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

1.7      “CMD” means the Contract Monitoring Division of the City.

1.8      “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information. Confidential Information includes, without limitation, City Data.

1.9 “Contractor” means San Francisco Pretrial Diversion Project, Inc. 1200 Folsom St., San Francisco, 94103.

1.10 “Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

1.11 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially completed work product and related materials, 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.

1.12 “Generative Artificial Intelligence” means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence’s training data.

1.13 “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.

1.14 “Party” and “Parties” means City and Contractor either individually or collectively.

1.15 “Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

1.16 “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**

2.1 **Term.** The term of this Agreement shall commence on July 1, 2026 and expire on June 30, 2029, unless earlier terminated as otherwise provided herein.

2.2 **Options to Extend.** City has the option to renew the Agreement for a period of two (2) additional years. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

## **Article 3 Financial Matters**

### **3.1 Certification of Funds; Budget and Fiscal Provisions.**

**3.1.1 Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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.

**3.1.2 Maximum Costs.** 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 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.”

**3.2 Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of services.

**3.3 Compensation.**

**3.3.1 Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **\$22,532,145 TWENTY TWO MILLION FIVE HUNDRED THIRTY-TWO, ONE HUNDRED FORTY FIVE**, the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

**3.3.3 Withhold Payments.** If Contractor fails to provide the Services in accordance with Contractor’s obligations under this Agreement, City may withhold any and all

payments due to 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 Invoicing.** Contractor shall invoice the City for the Services provided under this Agreement on a timely basis, and in no event later than 30 days after delivery of the Services or as specified in Appendix B, Calculation of Charges, except for the last invoice of the fiscal year which must be submitted within [15] days before the end of July. Invoices submitted by Contractor must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**3.3.5 Reserved (LBE Payment and Utilization Tracking System).**

**3.3.6 Reserved (Grant Funded Contracts).**

**3.3.7 Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms).**

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. 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 Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

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

**3.6.1 Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the

California Labor Code provisions incorporated therein (collectively, “Covered Services”), all of which is incorporated into 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, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City’s Office of Labor Standards and Enforcement (“OLSE”) and are on file at the Department’s principal office or at the job site and shall be made available to any interested party on request.

**3.6.3 Subcontract Requirements.** Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services.

**3.6.4 Job Site Notices and Records.** Contractor shall prominently post at each job site a sign informing employees that the work is subject to the City’s Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

**3.6.5 Payroll Records.** Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their 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 perform 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 City and its authorized representatives.

**3.6.6 Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services.

**3.6.7 Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will

cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks, and (ii) OLSE may audit such records of Contractor and any subcontractors as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Article 101 through 107, as applicable.

**3.6.8 Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract 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 the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. 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 City are not authorized to request, and City is not required to compensate for Services beyond those stated.

**4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services for which it is contracted to provide through this Agreement, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule.

**4.3 Subcontracting.** 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below and/or in Appendices.

Subcontractors: Hood/Tan and AJW Inc.

**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 is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, including its agents and employees, will not represent or hold itself/themselves out to be employees of City at any time. 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 is liable for its acts and omissions. 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 of its agents or employees. 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 Section 4.4. Should City determine that Contractor is not performing in accordance with the requirements of Section 4.4, 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 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 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 hold 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 Section 4.4.

**4.5 Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise

transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Reserved (Liquidated Damages).**

4.7 **Reserved (Performance Bond).**

4.8 **Reserved (Fidelity Bond or Crime Insurance).**

4.9 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

## **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:

(a) 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.

(b) 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.

(c) Workers' Compensation Insurance, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

(d) **Reserved (Professional Liability Insurance).**

(e) **Technology Errors and Omissions Liability Insurance, with limits of \$20,000,000** for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

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

(g) Liability arising from the introduction of any form of malicious software including computer viruses into or otherwise causing damage to City's or third

person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

(h) Cyber and Privacy Liability Insurance with limits of not less than **\$20,000,000** 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.

(i) ***Reserved (Pollution Liability Insurance)***

#### 5.1.2 **Additional Insured.**

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

(c) The Commercial Automobile Liability Insurance policy include (i) Auto Pollution Additional Insured including as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

#### 5.1.3 **Waiver of Subrogation.**

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

#### 5.1.4 **Primary Insurance.**

(a) The Commercial General Liability Insurance policy 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.

(b) The Commercial Automobile Liability Insurance policy 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.

(c) ***Reserved (The Pollution Liability Insurance).***

#### 5.1.5 **Other Insurance Requirements.**

(a) Thirty (30) days' advance written notice shall be provided to 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 City address set forth in Section 11.1 entitled, "Notices to the Parties."

(b) 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, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, 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.

(f) 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 and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

## 5.2 Indemnification.

5.2.1 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 liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, 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 personal 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; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are 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, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 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.

5.2.3 Contractor shall indemnify, defend, 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.

5.2.4 Under no circumstances will City indemnify, defend, or hold harmless Contractor.

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

6.1 **Liability of City.** CITY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CONTRACT NOT TO EXCEED AMOUNT," 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 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. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable 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 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 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 ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

**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 affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the 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) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as 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 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 provided prior to the Termination Date, for which City has not already made 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 and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such 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, 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 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 Payment Obligation.** City’s payment obligation under Section 8.1, “Termination for Convenience,” 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:

3.5	Submitting False Claims.	10.3.5	Working with Minors
4.5	Assignment	10.3.6	Alcohol and Drug-Free Workplace
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 the Services or 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 (10) days after written notice thereof from City to Contractor or from when Contractor otherwise becomes aware of the Event of Default. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, in addition to all other remedies available to City, 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, reorganization or arrangement, 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 Default Remedies.** 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 arising from the Event of Default and/or in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall also 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 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 in accordance with 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** Section 8.4, “Rights and Duties upon Termination or Expiration,” and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
3.3.6(b)	Grant Funded Contracts – Disallowance	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
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. Promptly upon expiration of this Agreement, or promptly upon receipt by Contractor of notice of termination of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, 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, any partially completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor’s copyrights to such Deliverables to 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 its subcontractors. With City’s prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

## **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/%20](http://www.amlegal.com/codes/client/san-francisco_ca/%20).

### **10.2 Governmental-Conduct Related Contractual Obligations.**

10.2.1 **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 City if it becomes aware of any such fact during the term of this Agreement.

**10.2.2 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 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.

**10.2.3 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 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 (12) months after the date 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 ten percent (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.

### **10.3 Employment-Related Contractual Obligations.**

**10.3.1** Contractor shall comply with all applicable provisions of San Francisco Administrative Code Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

**10.3.2 Minimum Compensation Ordinance.** San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

**10.3.3 Health Care Accountability Ordinance.** San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 121.3 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 Article 121, 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 Article 121. 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.

**10.3.4 First Source Hiring Program.** Contractor must comply with all of the applicable 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.

**10.3.5 *Reserved (Working with Minors).***

**10.3.6 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.

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

**10.3.8 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 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 Article 131.2.

#### 10.4 Environmental-Related Contractual Obligations.

10.4.1 **Packaged Water Prohibition.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. 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.

10.4.2 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), 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.

10.4.3 **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.

10.4.4 **Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. 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.

#### 10.5 *Reserved(Slavery Era Disclosure).*

#### 10.6 Nonprofit Contractor Obligations.

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

10.6.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$1,000,000 in City or City-administered funds, 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.

### 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:	Patrick Leung Chief Financial Officer San Francisco Sheriff's Office 1 Dr. Carlton B. Goodlett Place, Room 456 San Francisco, CA 94102 Patrick.N.Leung@sfgov.org (415)818-3689
To Contractor:	David Mauroff Chief Executive Officer San Francisco Pretrial Diversion Project, Inc. 1200 Folsom St., San Francisco, 94103 davidm@sfpretrial.org (415) 341-4637

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

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

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

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology ("ICT") and/or Services provided under this Agreement.

11.2.3 . If this Agreement is for a program funded in whole or part by the federal government, additional accessibility requirements may be imposed by the granting agency under Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794d) and the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>).

**11.3 Web and Mobile Content Accessibility.** Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et

seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications. (28 C.F.R. Part 35) Contractor shall ensure that all ICT provided under this Agreement fully conforms to the Department of Justice's Title II rules and **[if applicable]** the applicable Revised 508 Standard, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

**11.4 Incorporation of Recitals.** The matters recited in the Recitals section of this Agreement are a substantive portion of this Agreement and are hereby incorporated into and made part of this Agreement.

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

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

**11.7 Dispute Resolution Procedure.**

**11.7.1 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. City may elect, in its sole discretion, to participate in informal dispute resolution proceedings. Disputes will not be subject to binding arbitration. 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 City. Neither Party will be entitled to legal fees or costs for matters resolved under Section 11.6.

**11.7.2 Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by 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.

**11.8 Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

**11.10 Entire Agreement.** This Agreement including the Appendices, 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.”

**11.11 Compliance with Laws.** Contractor shall keep itself fully informed of City’s Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner applicable to 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.

**11.12 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.

**11.13 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.

**11.14 Order of Precedence.** If the Appendices to this Agreement include any Contractor terms, Contractor agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflict in language between City’s terms and Contractor’s terms, City’s terms shall take precedence. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

**11.15 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 any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor 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 City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

**11.16 No Third-Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

## **Article 12 Department Specific Terms**

12.1 Contractor staff with access to the criminal history databases shall undergo a criminal background check and review by both the San Francisco Sheriff's Office (SFSO) and San Francisco Police Department. All Contractor staff must biennially pass the California Law Enforcement Telecommunications System (CLETS) Less Than Full Access User examination. In addition, Contractor shall complete and maintain a CLETS Private Contractor Management Control Agreement (Appendix [C]) with SFSO certifying that Contractor agrees to be bound by its provisions including (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP. Contractor further agrees to update the CLETS Management Control Agreement when the head of either agency changes or immediately upon request from the CA DOJ. Contractor Staff must also work with SFSO staff to maintain log in access to the San Francisco Police Department Criminal Justice Database, JUST.IS, and the Jail Management System. Further, Contractor agrees to report secondary dissemination of criminal history information by submitting the CORI (Criminal Offender Record Information) Log to the Sheriff's Office, as required by state and federal law.

## **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 **City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, 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.

### **13.2 Reserved (Payment Card Industry ("PCI") Requirements).**

### **13.3 Reserved (Business Associate Agreement).**

### **13.4 Management of City Data.**

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization

by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

**13.4.2 Use of Generative Artificial Intelligence in Deliverables.** Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9, "Rights in Deliverables," or the City Data confidentiality and security requirements under Article 13, "Data and Security," of this Agreement.

**13.4.3 Disposition of City Data.** Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

**13.5 Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

**13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.** Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any

“Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

**13.7 Cybersecurity Risk Assessment.** If a Cybersecurity Risk Assessment (“CRA”) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

#### **Article 14 Appendices**

**14.1 Appendices.** The following appendices (“Appendices” in the plural and each an “Appendix” in the singular) are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- A: Scope of Services
- B: Calculation of Charges
- B-1 Budget Proposal FY 26-27
- B-2: Budget Proposal FY 27-28
- B-3: Budget Proposal FY 28-29

#### **Article 15 MacBride Principles**

##### **15.1 MacBride Principles – Northern Ireland.**

(a) The provisions of San Francisco Administrative Code Chapter 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 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.

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

**CITY**

Recommended by:

**SAN FRANCISCO PRETRIAL DIVERSION  
PROJECT INC.,**

\_\_\_\_\_  
**Paul Miyamoto**  
**Sheriff**  
**San Francisco Sheriff's Office**

\_\_\_\_\_  
**David Mauroff**  
**Chief Executive Officer**  
**1200 Folsom St.**  
**San Francisco, CA 94103**

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

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

Approved as to Form:

City Supplier Number: **0000011529**

David Chiu  
City Attorney

By: \_\_\_\_\_  
**Brianna E. Voss**  
Deputy City Attorney

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

Approved:  
Sailaja Kurella  
Director of the Office of Contract  
Administration and City Purchaser

By: \_\_\_\_\_  
**[Name of Purchaser: \_\_\_\_\_]**  
Authorized Signer

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

**Appendix A - Scope of Services**  
**San Francisco Pretrial Diversion Project, Inc.**

**1. Description of Services**

The intended outcome of Pretrial Services is to provide a robust continuum of pretrial incarceration alternatives is to maximize appearances in court and minimize risk to public safety pending trial.

The Contractor shall deliver the following services, as set forth below:

**I. Probable Cause Review and Pretrial Risk Assessment**

San Francisco Pretrial Diversion Project, Inc. (“SFPDP”) shall facilitate the San Francisco Superior Court’s (“Superior Court” or “Court”) review of law enforcement’s bookings into the San Francisco County Jail (“County Jail” or “Jail”) for Probable Cause through a process that has been developed over the years in collaboration with the Superior Court, the San Francisco Sheriff’s Office (“SFSO”), and Police Department as follows: 1) Daily, SFPDP Pretrial Services Staff (“Pretrial Services Staff”) compile a list of arrested people who remain in custody within 48 hours of arrest. 2) Pretrial Services Staff collect relevant Police Incident Reports from the arresting agency and subsequently prepare workups for Superior Court’s review by on-duty judge/commissioner within 48 hours of person’s arrest. 3) Pretrial Services Staff and the Superior Court Clerk’s Office jointly execute and file finalized paperwork using the Court’s DocuSign website. In the event that the Court finds no Probable Cause, SFPDP reports the outcome immediately via email and telephone to the San Francisco’s Sheriff’s Records Unit and the SF District’s Attorney’s Office. Additionally, SFPDP provides all parties, including the California Superior Court administrative staff, with an electronic copy of the Probable Cause Cover Sheet with the Judicial Officer’s signature and timestamp from DocuSign for filing.

SFPDP’s Pretrial Services Staff shall identify all people booked into jail who are eligible for consideration for release on Own Recognizance (“OR”) under state law, 24 hours per day, 7 days a week. For those identified as eligible for pre-arraignment OR consideration, Pretrial Services Staff shall expedite presentation to a Judicial Officer to ensure compliance with the final judgement in *Buffin v. San Francisco*.

SFPDP shall deliver the following services required for pre-arraignment review:

- Determine eligibility for pre-arraignment release per Penal Code 1270.1 and Penal Code 1319.5 and communicate status of newly booked inmates to SFSO.
- Print, process, analyze, and summarize criminal history information, ensuring completeness and accuracy.
- Submit Public Safety Assessment workups for eligible cases within 8 hours of ID confirmation.

- Monitor the 18-hour timeline for judicial release determinations and provide a completed “Decision Not Rendered” form to SFSO Records Unit when the 18 hour mark expires.
- Monitor the submission of affidavits submitted by law enforcement agencies that may extend the 18-hour timeline to 30-hours.
- Provide SFSO with weekly data export files of all completed Public Safety Assessments, ID confirmation time; booking information and case legal proceedings.
- Make routine contact with San Francisco County Jail inmates to communicate the outcome of the judicial review including whether release was denied and bail was set by the Court.

For all those eligible for either *pre-arraignment OR* or *Arraignment OR* consideration, the Pretrial Services Staff shall analyze criminal history information utilizing databases from the National Crime Information Center (NCIC), California Identification Index (CII), San Francisco Record of Arrest and Prosecution (RAP sheet), and the Department of Motor Vehicle records. The San Francisco Sheriff’s Department and Superior Court have adopted the Arnold Venture’s Public Safety Assessment Tool (PSA) to be provided to the Court for OR consideration. Pretrial Services Staff shall conduct a PSA by inputting 9 factors into an algorithm that produces three risk scores: likelihood to commit a new crime (NCA), likelihood to commit a new violent crime (NVCA), and likelihood of failure to appear in Court (FTA).

While the PSA *measures* pretrial risk, the San Francisco Decision Making Framework (DMF) is the local policy guidance for *managing* pretrial risk and developing recommendations consistently. The DMF contains four steps. The Pretrial Services Staff shall complete the steps as follows:

*Step 1)* Pretrial Services Staff shall complete a PSA on all bookings for a new offense eligible for Pre-arraignment OR within 8 hours of the identification confirmation. Pretrial Services Staff shall complete a PSA for those not eligible for Pre-arraignment OR and have charges filed at Re-booking prior to Arraignment Court. Pretrial Services staff shall utilize the SFSO fingerprinting logs to ensure that *Step 1)* is completed as required.

*Step 2)* The Pretrial Services staff shall consider the predetermined circumstances and booked offenses contained in Step 2 of the DMF that require an automatic recommendation of "release not recommended."

*Step 3)* The Pretrial Services Staff shall plot the NCA and FTA scores on a matrix that indicates which recommendation will be made: OR-No Active Supervision, OR-Minimum Supervision, SFPDP-Assertive Case Management, or Release Not Recommended.

*Step 4)* Pretrial Services Staff shall consider the predetermined circumstances and booked offenses that would increase the level of supervision ('bump up'). The Pretrial Services Staff shall program Steps 2 through 4 into SFPDP’s data management system to maximize fidelity.

In addition to the completed PSA, the Pretrial Services Staff shall provide the court with a supplemental criminal history summary; complete criminal history materials including local, state, out-of-state, and federal records of arrest and prosecution; and the incident report. The Pretrial Services Staff shall upload the PSA and these other materials, as they are available, for the court's attention using DocuSign, where the judge can review and authorize release orders electronically. For pre-arraignment eligible cases, judicial decisions must be made within 18 hours of the person's fingerprint identification. The Pretrial Services Staff shall meet with any individuals granted pre-arraignment release and convey to them any release conditions set by the court. Pretrial Services Staff shall inform those denied release by the court of that denial decision and whether the judge set a financial bail amount. In arraignment cases, Pretrial Services Staff shall provide PSA Court Reports to judges, public defenders, and district attorneys.

## **II. Pretrial Supervision**

Pretrial Services Staff shall provide three levels of pretrial supervision to which the Court may order for clients as a condition of their release on OR, as follows:

1. *No Active Supervision (OR-NAS)*: Provide court date reminders only.
2. *Minimum Supervision (OR-MS)*: Provide court date reminders and twice per week phone reporting.
3. *Assertive Case Management (SFPDP-ACM)*: Escort all ACM clients from the Release Facility and provide individual orientations as to the conditions of release, complete a needs assessment, provide court date reminders, and meet with clients up to 4 times per week or as ordered by the Court.

Pretrial Services Staff shall provide all clients released to any of the three supervision levels listed above with court reminders prior to each court date. SFPDP shall utilize an automated SMS text-messaging service for clients who provide their cellular phone number, or a phone call reminder for those who do not. For those clients without a phone number, SFPDP shall provide reminders to clients utilizing emails and letters. Pretrial Services Staff shall require that Minimum Supervision clients contact SFPDP office 2 times per week by phone. At each contact, Pretrial Services Staff shall ask clients about their court requirements and confirm contact information such as phone numbers, email and mailing addresses. For clients who are not compliant with Minimum Supervision requirements, Pretrial Services Staff shall alert the Court by submitting a non-compliance report. For the clients released on both No Active Supervision and Minimum Supervision, Pretrial Services Staff shall not introduce any additional conditions other than those imposed by the Court.

Pretrial Services Staff shall escort clients granted OR release under the Assertive Case Management supervision level from custody at County Jail #1 or the Community Programs Office for those with concurrent Electronic Monitoring release conditions. ACM case managers shall complete a needs assessment and orientation for these clients that includes: the Brief Jail Mental Health Screening (BJMHS); collection of current contact information; and an interview undertaken to understand how a client's personal history and present circumstances can

inform counseling and treatment services. These needs assessments shall include information about the client's history of substance use, health insurance status, history of mental health diagnoses and interventions, and housing status. Based on the client's assessed needs and capacity, the ACM case managers shall collaborate with the client to create a Treatment Plan which will include the client's goals and objectives while on pretrial release and which interventions SFPDP will use to support the client's goals. Treatment plans may include referrals to the in-office social worker or psychologist; referrals to outside treatment providers for substance use treatment and behavioral health services; participation in group classes for behavioral health resources; and connection to General Assistance resources. These plans shall be designed with the least restrictive conditions necessary, while at the same time ensuring community safety and court appearances as well as encompassing the minimum level of supervision ordered by the Court. When making referrals to other providers, ACM case managers shall facilitate the initial connection and follow up with providers to ensure that the client is engaged in the services as expected. Prior to each ACM client's court date, Pretrial Services Staff shall write and deliver a progress report for the court's attention. These progress reports shall delineate how each client has performed against the court's expectations while on pretrial release, which should include, as applicable, reporting frequency, group attendance, and participation in other outside services.

ACM case managers also shall identify ACM clients who are experiencing homelessness and utilize emergency funds from the Client Flex Fund to link to stabilization housing. Pretrial Services Staff shall consider factors like mental health, substance use, medical needs, and program goals to inform which clients should be prioritized for housing resources. In addition, ACM staff shall ensure that every unsheltered ACM client receives an assessment for the City's Adult Coordinated Entry System that determines priority access to housing opportunities.

In the case that an ACM client does not comply with reporting requirements, ACM staff shall contact family, friends, service providers, and other local institutions in an attempt to regain contact with the client and support them to comply with release conditions. When ACM clients fail to appear for scheduled court dates, Pretrial Services Staff shall attempt to regain contact to attempt to add the client "back to calendar," which may prevent the client's rearrest.

In addition to the continuum of supervision levels, Pretrial Services Staff also shall provide services post arraignment at the request of the Court for release facilitation and transportation of pretrial defendants to various residential treatment facilities. ICR staff conduct in-custody interviews to assess clinical needs, risk factors, and amenability to community supervision. Staff convene internal case conferences and coordinate with community-based providers to identify appropriate inpatient or outpatient treatment placements. For any clients granted release by the court, Pretrial Services Staff shall coordinate the release from custody with SFSO Records Unit. If the court has ordered participation in residential treatment as a release condition, Pretrial Services staff shall work with the treatment provider and the Records Unit to time the release based on the availability of the treatment bed. Pretrial Services Staff shall monitor the client's treatment at the program as with other ACM clients and provide progress reports to the court.

## **Performance Measures and Targets**

**SFPDP shall prepare a monthly data submission of all cases with a newly booked felony and non-citeable misdemeanor via a secure SharePoint folder established by SFSO by the first Friday of the following month including:**

- Court Number
- Client SFNO
- Jail Number
- Arrest Date/Time
- ID Confirmation Date/Time
- Eligibility for Pre-Arrestment Review Status and reason if ineligible
- Date/Time of upload of OR workup and Incident Report to Docusign
- Date/Time of Judicial decision deadline
- Date/Time of Judicial decision and outcome
- Information on any Law Enforcement petition to extend the deadline
- Information on any releases not filed (ie additional warrant, client refused to agree to release conditions, or District Attorney discharged)

**Pretrial Services Staff shall attend a monthly meeting with the Facility Commander of County Jail #1, the Unit Commander of the SFSO Records Unit and SFSO Senior Data Analyst to audit and validate the data and confirm compliance with the following performance metric targets:**

- 95% of pre-arrestment packets are uploaded within 8 hours of Identification confirmation.
- 100% of pre-arrestment cases will have a judicial review within 18 hours of ID confirmation or Pretrial staff will submit “Decision Not Rendered” form to SFSO Records Unit.

**SFPDP shall prepare quarterly reports for the SFSO that include the following information:**

- Number of PSAs presented pre-arrestment per quarter.
- Number of releases pre arrestment per quarter.
- Number of PSAs presented at arrestment per quarter.
- Number of releases which occur at arrestment per quarter.
- Average daily count and number of new releases per quarter for each supervision level: NAS, MS, and ACM.

- Appearance Rate for each supervision level as defined by percentage of supervised defendants per quarter who do not have a bench warrant issued for failure to appear
- Safety Rate for each supervision level as defined by percentage of supervised defendants per quarter who are not arraigned on a new offense or held on probation or parole violations during pretrial stage.
- Number of clients referred post arraignment for release facilitation and number of clients released.
- Average length of stay on pretrial supervision for completed and terminated clients.

**SFPDP shall prepare biannual reports for the SFSO that include the following information:**

- 6 Month Appearance Rate for each supervision level as defined by percentage of supervised defendants during the six month period who do not have a bench warrant issued for failure to appear.
- 6 month Safety Rate for each supervision level as defined by percentage of supervised defendants during the six month period who are not arraigned on a new offense or held on probation or parole violations during pretrial stage.

**SFPDP shall prepare annual reports for the SFSO that include the following information:**

- 12 Month Appearance Rate for each supervision level as defined by percentage of supervised defendants during the year who did not have a bench warrant issued for failure to appear.
- 12 month Safety Rate for each supervision level as defined by percentage of supervised defendants during the year who are not arraigned on a new offense or held on probation or parole violations during pretrial stage.

### **III. Pretrial Diversion Services**

Pretrial Diversion provides eligible individuals with the opportunity to complete a treatment plan or perform community service in lieu of traditional criminal proceedings. Clients who successfully complete Pretrial Diversion may have their case dismissed. This program encompasses several components of court ordered alternatives, such as Community Service Projects, Post-Conviction, and Deferred Entry of Judgment cases.

Pretrial Services Staff shall deliver the following services:

- **Pretrial Diversion** – Pretrial Services Staff shall interview out of custody clients referred by the court on misdemeanor charges to identify a treatment plan that addresses the court requirements as well as the client’s needs, perform case management to monitor and verify client’s progress, and submit progress reports for each court date. Once the client successfully completes the objectives contained in the treatment plan, the court may dismiss the charges pursuant to Penal Code 1001.95.

- **Primary Caregiver Diversion**- Pretrial Services Staff shall interview out of custody clients referred by the court on misdemeanor or non-violent, non-serious felony charges to identify a treatment plan that would address the court requirements as well as the client’s needs, perform case management to monitor and verify client’s progress, and submit progress reports for each court date. Once the client successfully completes the objectives contained in the treatment plan, the court may dismiss the charges pursuant to Penal Code 1001.83.
- **Deferred Entry of Judgment** – Pretrial Services Staff shall assist clients in completing a court assigned program with the understanding that charges will be dropped at successful completion, consistent with the court’s order, monitor and verify client’s progress, and submit reports for each court date. Once the client successfully completes the objectives contained in the treatment plan, the court may dismiss the charges pursuant to Penal Code 1001.95.
- **Post** – Pretrial Services Staff shall work with post-conviction misdemeanor clients assigned to Pretrial Services by the Court. Pretrial Services Staff shall conduct an initial interview of the client, which includes questions about the client’s personal history and informs how to design treatment elements, which may include educational classes, behavioral health services, substance use treatment, and professional development programs. Pretrial Services Staff shall monitor a client’s participation in the assigned program as a condition of misdemeanor probation, and submit progress reports for each court date on treatment plan adherence.

**Performance Measures**

**SFPDP shall prepare quarterly reports for the SFSO that include the following information:**

- Average daily count and number of new client interviews per month broken out into 3 categories: 1) Pretrial Diversion; 2) Primary Care Diversion; and 3) DEJ and Post
- Appearance Rate: Percentage of supervised defendants per quarter who do not have a bench warrant issued for failure to appear broken out into 3 categories above.
- Safety Rate as defined by percentage of clients per quarter who are not arraigned on a new offense or held on probation or parole violations during pretrial stage broken out into 3 categories above.
- Average length of stay on diversion caseload for completed and terminated clients broken out into 3 categories above.

**SFPDP shall prepare annual reports for the SFSO that include the following information:**

- 12 Month Appearance Rate for each of the 3 categories as defined by percentage of supervised defendants during the year who did not have a bench warrant issued for failure to appear.
- 12 month Safety Rate for each of the 3 categories as defined by percentage of supervised defendants during the year who are not arraigned on a new offense or held on probation or parole violations during pretrial stage.

#### IV. Group Facilitation

SFPDP shall provide **Group Facilitation Services** as follows:

Recognizing that clients on pretrial supervision or diversion often require immediate access to a variety of group intervention options, SFPDP shall provide groups that are designed to assist clients facing problems associated with: substance abuse, criminal thinking, anger management and mental health concerns.

SFPDP shall provide groups that focus on providing clients with information, skills, and cognitive based interventions that help clients recognize harmful thinking patterns and develop positive strategies for changing behavior, while working with clients at all stages of change. SFPDP shall ensure that all group facilitators shall receive regular opportunities for development and skill-building, focusing on relevant and topical subjects like Motivational Interviewing (a counseling method used to recognize and invoke each client's potential for change); Trauma-Informed Care (the approach to client care that recognizes the presence of trauma and the effects it can have on behavior); and Harm Reduction (where training participants learn about the downstream consequences of substance use, and how staff can mitigate and prevent the collateral harms that often accompany substance use).

SFPDP shall provide a minimum of ten hours per week of group facilitation either at SFSO Community Programs at 70 Oak Grove Street, SFSO Women's Resource Center at 930 Bryant Street, client workspace located at SFPDP's office 1200 Folsom or via a videoconferencing platform. While local health orders may mandate the provision of groups through a videoconferencing platform, this platform may also be utilized as an option for clients who reside out of the county or have other barriers to attending groups in person. Unless a health officer order requires otherwise, eight hours of groups per week shall be offered in person. SFPDP shall provide the following groups and shall request SFSO written approval for any changes or additions to curriculums:

- *Substance Abuse*  
This group shall be modified Early Recovery Skills and Relapse Prevention Group adapted from the Substance Abuse and Mental Health Services Administration (SAMHSA) Counselor's Treatment Manual.
- *Harm Reduction — Interpersonal process Group*  
The Harm Reduction Group shall focus on learning from personal, shared experiences, attending to mindfulness and ambivalence about behaviors and choices, and learning to set realistic goals.
- *Anger Management — Cognitive-behavioral Group*  
Utilizes the SAMHSA Anger Management Manual, a Cognitive Behavioral Therapy (CBT) based curriculum that focuses on relaxation, cognitive, and communication skill interventions that encourages clients to develop individual plans to address the unique

triggers that group members may encounter.

- *Latino Group — Support Group*  
Spanish speaking group that addresses anger management, substance abuse, and mental health issues while offering problem-solving strategies and support, with a focus on positive change.
- *Thinking for a Change (T4C) - Cognitive-behavioral Group,*  
The T4C curriculum synthesizes cognitive restructuring with cognitive skills and problem-solving techniques in order to support pro-social change, and to provide participants with the psychoeducation to apply this set of CBT principles to their daily lives. Each lesson focuses on reinforcing important social skills, eliminating maladaptive thought processes with regards to criminal thinking, while also providing clients with strategies they can employ to successfully interact with the outside world. All T4C facilitators will be certified by the Pace Institute to provide this curriculum.

## **Performance Measures**

**SFPDP shall prepare quarterly reports for the SFSO that include the following information:**

- Average number of attendees per group for the quarter

## **2. Additional Contract Requirements**

- SFPDP must assist SFSO staff or designated evaluators with data collection and program analysis.
- SFPDP shall provide sufficient cross-training so that services are not interrupted due to employee illness and/or vacation.
- SFPDP shall provide all required quarterly reports by the 25th of the second month following the end of the quarter e.g. November 25th, February 25th, May 25th, and August 25th.
- SFPDP shall annually have its books audited by a Certified Public Accountant and a copy of said audit report and associated management letter shall be transmitted to the Sheriff or his designee within 180 days of the end of each fiscal year. If SFPDP expends \$500,000 or more in Federal funding per year, from any and all Federal grants, said audit shall be conducted in accordance with OMB Circular A-133.

**3. Location of Work**

- SFPDP’s Office, 1200 Folsom St. San Francisco CA, 94103
- SFSO Community Programs, at 70 Oak Grove Street San Francisco CA, 94103
- SFSO Women’s Resource Center, at 930 Bryant Street San Francisco CA, 94103

**4. Report**

Contractor shall submit written reports as requested by the **Sheriff’s Office**. Format for the content of such reports shall be determined by the **Sheriff’s Office**. 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.

**5. Department Liaison**

In performing the Services provided for in this Agreement, Contractor’s liaison with the Sheriff’s Office will be Alissa Riker, Director of Programs, Alissa.Riker@sfgov.org.

**6. 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.

**7. Mandatory Contractor and Subcontractor(s) Trainings:**

If required based on the scope of services covered under this Agreement, the Contractor and its Subcontractor(s) will timely complete any mandatory training requirements for the duration of the contract, such as the City & County’s Cybersecurity Training.

At the beginning of a fiscal year, the City will notify the Contractor of any mandatory trainings. In the event of a mandatory training brought on by an emergency, the City will promptly notify the Contractor who is responsible for ensuring that the Contractor and Subcontractor staff complete these mandatory trainings.

*All trainings must be completed by the required deadlines at no additional cost to the City*

## Appendix B - Calculation of Charges

### 1. Project Cost.

- Yearly charges allowed will be \$7,510,715. Refer to SF Pretrial Budgets FY26-27 (B-1), FY27-28 (B-2) & FY28-29 (B-3) for details. Total three-year contract amounts should not exceed \$22,532,145.

### 2. Invoicing.

- Invoices must be submitted to the attention of Alissa Riker, Director of Programs at Community Programs, 70 Oak Grove, San Francisco, CA 94107.
- SF Pretrial must submit a monthly financial invoice within 15 business days, and no more than 30 calendar days of the last day of the month, in which services were provided. Late submissions will result in delayed payment.
- Invoices must follow format detailed in **Section 3.3.4 Invoice Format**.
- In addition, invoices must include documentation (i.e. payroll journals, receipts, etc.) to support expenditures. All invoices and receipts for subcontractors and/or professional services must be submitted.
- 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. Other.

- **See Appendix B-1, B-2 B-3**

**San Francisco Sheriff's Office  
Financial Services  
FY 2026 - 2027 Budget Price Proposal**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

7/1/2026

Program Title:

Grant/Contract Period:

Pretrial Services (PIA)

7/1/2026 - 6/30/2027

**Total Program Budget Summary**

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 5,641,814
B) Direct Program Operating Expenses	\$ 591,913
C) Program [Sub-]Contract Services	\$ 130,625
D) Program Equipment Purchase	\$ 18,000
X) <b>Non-Program</b> Indirect/Admin/Overhead Costs** (20.0%)	\$ 1,128,363
<b>TOTAL PROGRAM [&amp; NON-PROGRAM] AMOUNT:</b>	<b><u>\$ 7,510,715</u></b>

\*Totals must match subtotals on corresponding budget pages. (Hint: complete those pages first and the totals from each page will populate this summary page.)

\*\*Indirect/Admin/Overhead ("Non-Program") costs cannot exceed **20%** of Program Costs without sufficient justification and SFSO CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs. Please note Indirect/Overhead is only allowed for Program Salaries & Fringe Benefits.

Agency's Director or Financial Officer

Date:

\_\_\_\_\_

\_\_\_\_\_

**FOR SHERIFF USE ONLY**

Program Budget Approved

\_\_\_\_\_

Sheriff's Chief Financial Officer

\_\_\_\_\_

Date:

\_\_\_\_\_

Data entry of Approved Budget

\_\_\_\_\_

Date:

Funding Source Codes and Amount: \_\_\_\_\_

**San Francisco Sheriff's Office  
Financial Services  
FY 2026 - 2027 Budget Price Proposal**

Agency Name:

**San Francisco Pretrial Diversion Project, Inc.**

Date:

**7/1/2026**

Program Title:

**Pretrial Services (PIA)**

Grant/Contract Period:

**7/1/2026 - 6/30/2027**

**A) Program Salary and Fringe Benefits Budget Summary**

	Position/Title	Hrs/ Wk	Wks/ Yr	Hourly Salary	FTE	Salary Amt	Fringe %	Fringe Amt	Total Salary Request
1	Chief Programs Officer	8	52	\$71.78	0.20	\$ 29,860	25%	\$ 7,465	\$ 37,325
3	Chief Impact Officer	8	52	\$66.72	0.20	\$ 27,756	25%	\$ 6,939	\$ 34,695
4	Director of Program Services	20	52	\$62.47	0.50	\$ 64,969	25%	\$ 16,242	\$ 81,211
5	Grants and Contracts Manager	8	52	\$43.63	0.20	\$ 18,150	25%	\$ 4,538	\$ 22,688
6	Release Programs Manager	40	52	\$47.30	1	\$ 98,384	25%	\$ 24,596	\$ 122,980
7	OR Assistant Manager	40	52	\$40.36	1	\$ 83,949	25%	\$ 20,987	\$ 104,936
8	OR Shift Supervisor	80	52	\$40.45	2	\$ 168,272	25%	\$ 42,068	\$ 210,340
9	Pretrial Release Specialist 2	560	52	\$36.12	14	\$ 1,051,814	25%	\$ 262,954	\$ 1,314,768
10	Pretrial Release Specialist 1	120	52	\$31.34	3	\$ 195,562	25%	\$ 48,890	\$ 244,452
11	ACM Assistant Manager	80	52	\$40.03	2	\$ 166,525	25%	\$ 41,631	\$ 208,156
12	Lead ACM Case Manager	80	52	\$39.35	2	\$ 163,696	25%	\$ 40,924	\$ 204,620
13	ACM Case Manager	240	52	\$32.59	6	\$ 406,723	25%	\$ 101,681	\$ 508,404
14	ACM Case Manager (Bilingual)	240	52	\$34.14	6	\$ 426,067	25%	\$ 106,517	\$ 532,584
15	ACM Case Manager (Group facilitation)	80	52	\$35.25	2	\$ 146,640	25%	\$ 36,660	\$ 183,300
16	Continuum of Care Navigator	80	52	\$38.83	2	\$ 161,533	25%	\$ 40,383	\$ 201,916
17	Director of Judicial Services	40	52	\$56.95	1	\$ 118,456	25%	\$ 29,614	\$ 148,070
18	Judicial Services Manager	40	52	\$44.96	1	\$ 93,517	25%	\$ 23,379	\$ 116,896
19	Assistant Manager, Judicial Services	40	52	\$39.61	1	\$ 82,389	25%	\$ 20,597	\$ 102,986
20	Lead Court Liaison	80	52	\$36.99	2	\$ 153,878	25%	\$ 38,470	\$ 192,348
21	Court Liaison I	120	52	\$33.37	3	\$ 208,229	25%	\$ 52,057	\$ 260,286
24	Court Liaison II	120	52	\$34.56	3	\$ 215,654	25%	\$ 53,914	\$ 269,568
22	ICR Case Manager	160	52	\$34.26	4	\$ 285,043	25%	\$ 71,261	\$ 356,304
23	ICR Assistant Manager	40	52	\$40.36	1	\$ 83,949	25%	\$ 20,987	\$ 104,936
25	Lead ICR Case Manager	40	52	\$38.36	1	\$ 79,789	25%	\$ 19,947	\$ 99,736
26	Senior Manager, Diversion Programs	20	52	\$48.88	0.5	\$ 50,835	25%	\$ 12,709	\$ 63,544
27	PTD Lead Case Manager	40	52	\$37.04	1	\$ 77,043	25%	\$ 19,261	\$ 96,304
28	PTD Case Manager	40	52	\$34.14	1	\$ 71,011	25%	\$ 17,753	\$ 88,764
29	Client Support and Operations Manager	40	52	\$42.41	1	\$ 88,213	25%	\$ 22,053	\$ 110,266
30	Program Assistant	80	52	\$28.10	2	\$ 116,896	25%	\$ 29,224	\$ 146,120
31	Clinical Social Worker	40	52	\$52.00	1	\$ 108,160	25%	\$ 27,040	\$ 135,200
					<b>FTE Total:</b>	<b>65.60</b>	<b>Subtotal Salary &amp; Fringe Benefits:</b>		<b>\$ 6,303,703</b>
									<b>\$661,889</b>

**San Francisco Sheriff's Office**  
**Financial Services**  
**FY 2026 - 2027 Budget Price Proposal**

Agency Name:

**San Francisco Pretrial Diversion Project, Inc.**

Date:

**7/1/2026**

Program Title:

**Pretrial Services (PIA)**

Grant/Contract Period:

**7/1/2026 - 6/30/2027**

**B) Direct Program Operating Expenses Summary**

Expense Item	Description/Purpose		Request Amount
	Monthly Amount	# of Months	
Program Materials/Supplies:			
Office Supplies	\$ 775.00	12	\$ 9,300
Printing	\$ 400.00	12	\$ 4,800
Educational/Training Materials - Participants	\$ 500.00	12	\$ 6,000
Client travel (public transportation)	\$ -	0	\$ -
Postage	\$ 76.00	12	\$ 912
Rent	\$ 38,000.00	12	\$ 456,000
Office Equipment Lease	\$ 385.00	12	\$ 4,620
Office Equipment/IT/Cells Phones		12	\$ -
Utilities	\$ 400.00	12	\$ 4,800
Program Staff Training	\$ -	0	\$ -
Program Staff Travel (Local & Out of Town)	\$ 410.00	12	\$ 4,920
Other (describe):	\$ -	0	\$ -
Program Conferences/Trainings	\$ 1,000.00	12	\$ 12,000
UpTrust	\$ 2,580.00	12	\$ 30,960
Client Flex Fund	\$ 3,400.00	12	\$ 40,800
Insurance	\$ 1,400.00	12	\$ 16,801
	\$ -	0	
	\$ -	0	\$ -
Subtotal Other Current Expenses:			<b>\$ 591,913</b>

**San Francisco Sheriff's Office  
Financial Services  
FY 2026 - 2027 Budget Price Proposal**

Agency Name:

Date:

**San Francisco Pretrial Diversion Project, Inc.**

**7/1/2026**

Program Title:

Grant/Contract Period:

**Pretrial Services (PIA)**

**7/1/2026 - 6/30/2027**

**C) Program [Sub-]Contract Services**

<b>Consultants/Professional Services*</b>					
<b>Name</b>	<b>Agency</b>	<b>Description of Services</b>	<b>Estimated Cost Per Hour</b>	<b>Estimated Hours</b>	<b>Request Amount</b>
Hood/Tan		Managed IT Services	\$ 275.00	275	\$ 75,625
AJW Inc.		Database Development & Maintenance	\$ 200.00	275	\$ 55,000
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
<b>Other [Sub-]Contract Services (provide description):</b>					
<b>Item (Example):</b>	<b>Description:</b>		<b>Estimated Cost Per Hour</b>	<b>Estimated Hours</b>	<b>Request Amount</b>
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
<b>Subtotal for [Sub-]Contractual Services:</b>					<b>\$ 130,625</b>

**\*Please submit to SFSO Financial Services a copy of your agency's contract or agreement with each [sub-]contractor/consultant identified in your budget. This is normally a one-time submission. Please contact SFSO Financial Services with any questions regarding this.**

*Please insert additional lines as needed for all [sub-]contractors/consultants in your program budget and double-check the Subtotal line to verify that the formula includes all applicable cells in range.*

**San Francisco Sheriff's Office  
Financial Services  
FY 2026 - 2027 Budget Price Proposal**

Agency Name:

**San Francisco Pretrial Diversion Project, Inc.**

Date:

**7/1/2026**

Program Title:

**Pretrial Services (PIA)**

Grant/Contract Period:

**7/1/2026 - 6/30/2027**

**D) Program Equipment Purchase**

<b>Equipment to be purchased</b>	<b>Purpose for Equipment</b>	<b>Request Amount</b>
Staff Computers/Monitors	Upgrade older computers and purchase computers for new staff \$1,200x15	\$ 18,000
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subtotal for Equipment Purchases:		<b>\$ 18,000</b>

**Use this form only when responding to a Request for Proposals (RFP).**

**San Francisco's Sheriff's Office**  
***Financial Services***  
**RFP Budget Explanation/Justification Form**

Agency Name: San Francisco Pretrial Diversion Project, Inc.  
 Program Title: Pretrial Services (PIA)

**Program Budget Expense Line Items**

**A) Salaries & Fringe Benefits**

Please refer to the Staffing Plan in Section 5, Team Qualifications, for detailed descriptions of the roles and responsibilities associated with each position. Additional budget details are provided in Section 6, Price Proposal. Salaries are based on fair market rates, reflect the qualifications and experience required for each role, and in compliance with the Minimum Compensation Ordinance. Fringe benefits include health insurance, leave benefits, and other standard employee benefits

B) Direct Program Operation Expenses	Requested Amount	
Program Materials/Supplies:		
Office Supplies	\$ 9,300	Supplies for staff and office
Printing	\$ 4,800	Printing of forms and documents
Educational/Training Partners - Clients	\$ 6,000	Costs associated with bringing in outside experts to address specific client needs
Postage	\$ 912	Mailing of documents to clients
Rent	\$ 456,000	Total monthly rent is \$51,845.83; of this, \$38,000 per month is allocated to this grant. This allocation reflects the proportionate share of office space used by grant-funded staff and program activities. The remaining rent costs are covered by other funding sources.
Office Equipment Lease	\$ 4,620	Costs associated with the leasing of office printers
Utilities	\$ 4,800	Gas, electricity, water, janitorial expenses for office space

Appendix B-1

			Staff travel related to client services provided & travel for conferences/trainings
Program Staff Travel (Local & Out of Town)	\$	4,920	
Other (describe):			
Program Conferences/Trainings			Industry focused conferences (e.g., NAPSA, CAPS, ITUP, PJI) & External trainings (e.g. De-Escalation, Motivational Interviewing, Implicit Bias, Harm Reduction)
	\$	12,000	
UpTrust	\$	30,960	Costs associated with monthly service fee for UpTrust system
Client Flex Fund	\$	40,800	Housing, food, travel and sundry items for clients when needed
Insurance	\$	16,801	Costs associated with mandatory insurance coverage as required by grant

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C) Sub-Contract Services

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Managed IT Services	\$	60,000	Computer and server support services for staff and office.
Database Development & Maintenance	\$	55,000	Development and Maintenance of Open Justice Database

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D) Equipment Purchases

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Staff Computers/Monitors	\$	18,000	Upgrade obsolete equipment.
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**San Francisco Sheriff's Office  
Financial Services  
FY 2027 - 2028 Budget Price Proposal**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

7/1/2026

Program Title:

Grant/Contract Period:

Pretrial Services (PIA)

7/1/2027 - 6/30/2028

**Total Program Budget Summary**

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 5,641,814
B) Direct Program Operating Expenses	\$ 597,913
C) Program [Sub-]Contract Services	\$ 130,625
D) Program Equipment Purchase	\$ 12,000
X) <b>Non-Program</b> Indirect/Admin/Overhead Costs** (20.0%)	\$ 1,128,363
<b>TOTAL PROGRAM [&amp; NON-PROGRAM] AMOUNT:</b>	<b><u>\$ 7,510,715</u></b>

\*Totals must match subtotals on corresponding budget pages. (Hint: complete those pages first and the totals from each page will populate this summary page.)

\*\*Indirect/Admin/Overhead ("Non-Program") costs cannot exceed **20%** of Program Costs without sufficient justification and SFSO CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs. Please note Indirect/Overhead is only allowed for Program Salaries & Fringe Benefits.

Agency's Director or Financial Officer

Date:

\_\_\_\_\_

\_\_\_\_\_

**FOR SHERIFF USE ONLY**

Program Budget Approved

\_\_\_\_\_

Sheriff's Chief Financial Officer

\_\_\_\_\_

Date:

\_\_\_\_\_

Data entry of Approved Budget

\_\_\_\_\_

Date:

Funding Source Codes and Amount: \_\_\_\_\_

**San Francisco Sheriff's Office**  
**Financial Services**  
**FY 2027 - 2028 Budget Price Proposal**

Agency Name:

**San Francisco Pretrial Diversion Project, Inc.**

Date:

**7/1/2026**

Program Title:

**Pretrial Services (PIA)**

Grant/Contract Period:

**7/1/2027 - 6/30/2028**

**A) Program Salary and Fringe Benefits Budget Summary**

	Position/Title	Hrs/ Wk	Wks/ Yr	Hourly Salary	FTE	Salary Amt	Fringe %	Fringe Amt	Total Salary Request
1	Chief Programs Officer	8	52	\$71.78	0.20	\$ 29,860	25%	\$ 7,465	\$ 37,325
3	Chief Impact Officer	8	52	\$66.72	0.20	\$ 27,756	25%	\$ 6,939	\$ 34,695
4	Director of Program Services	20	52	\$62.47	0.50	\$ 64,969	25%	\$ 16,242	\$ 81,211
5	Grants and Contracts Manager	8	52	\$43.63	0.20	\$ 18,150	25%	\$ 4,538	\$ 22,688
6	Release Programs Manager	40	52	\$47.30	1	\$ 98,384	25%	\$ 24,596	\$ 122,980
7	OR Assistant Manager	40	52	\$40.36	1	\$ 83,949	25%	\$ 20,987	\$ 104,936
8	OR Shift Supervisor	80	52	\$40.45	2	\$ 168,272	25%	\$ 42,068	\$ 210,340
9	Pretrial Release Specialist 2	560	52	\$36.12	14	\$ 1,051,814	25%	\$ 262,954	\$ 1,314,768
10	Pretrial Release Specialist 1	120	52	\$31.34	3	\$ 195,562	25%	\$ 48,890	\$ 244,452
11	ACM Assistant Manager	80	52	\$40.03	2	\$ 166,525	25%	\$ 41,631	\$ 208,156
12	Lead ACM Case Manager	80	52	\$39.35	2	\$ 163,696	25%	\$ 40,924	\$ 204,620
13	ACM Case Manager	240	52	\$32.59	6	\$ 406,723	25%	\$ 101,681	\$ 508,404
14	ACM Case Manager (Bilingual)	240	52	\$34.14	6	\$ 426,067	25%	\$ 106,517	\$ 532,584
15	ACM Case Manager (Group facilitation)	80	52	\$35.25	2	\$ 146,640	25%	\$ 36,660	\$ 183,300
16	Continuum of Care Navigator	80	52	\$38.83	2	\$ 161,533	25%	\$ 40,383	\$ 201,916
17	Director of Judicial Services	40	52	\$56.95	1	\$ 118,456	25%	\$ 29,614	\$ 148,070
18	Judicial Services Manager	40	52	\$44.96	1	\$ 93,517	25%	\$ 23,379	\$ 116,896
19	Assistant Manager, Judicial Services	40	52	\$39.61	1	\$ 82,389	25%	\$ 20,597	\$ 102,986
20	Lead Court Liaison	80	52	\$36.99	2	\$ 153,878	25%	\$ 38,470	\$ 192,348
21	Court Liaison I	120	52	\$33.37	3	\$ 208,229	25%	\$ 52,057	\$ 260,286
24	Court Liaison II	120	52	\$34.56	3	\$ 215,654	25%	\$ 53,914	\$ 269,568
22	ICR Case Manager	160	52	\$34.26	4	\$ 285,043	25%	\$ 71,261	\$ 356,304
23	ICR Assistant Manager	40	52	\$40.36	1	\$ 83,949	25%	\$ 20,987	\$ 104,936
25	Lead ICR Case Manager	40	52	\$38.36	1	\$ 79,789	25%	\$ 19,947	\$ 99,736
26	Senior Manager, Diversion Programs	20	52	\$48.88	0.5	\$ 50,835	25%	\$ 12,709	\$ 63,544
27	PTD Lead Case Manager	40	52	\$37.04	1	\$ 77,043	25%	\$ 19,261	\$ 96,304
28	PTD Case Manager	40	52	\$34.14	1	\$ 71,011	25%	\$ 17,753	\$ 88,764
29	Client Support and Operations Manager	40	52	\$42.41	1	\$ 88,213	25%	\$ 22,053	\$ 110,266
30	Program Assistant	80	52	\$28.10	2	\$ 116,896	25%	\$ 29,224	\$ 146,120
31	Clinical Social Worker	40	52	\$52.00	1	\$ 108,160	25%	\$ 27,040	\$ 135,200
FTE Total:					<b>65.60</b>	Subtotal Salary & Fringe Benefits:			<b>\$ 6,303,703</b>
									<b>\$661,889</b>

**San Francisco Sheriff's Office**  
**Financial Services**  
**FY 2027 - 2028 Budget Price Proposal**

Agency Name:

**San Francisco Pretrial Diversion Project, Inc.**

Date:

**7/1/2026**

Program Title:

**Pretrial Services (PIA)**

Grant/Contract Period:

**7/1/2027 - 6/30/2028**

**B) Direct Program Operating Expenses Summary**

Expense Item	Description/Purpose		Request Amount
	Monthly Amount	# of Months	
Program Materials/Supplies:			
Office Supplies	\$ 775.00	12	\$ 9,300
Printing	\$ 400.00	12	\$ 4,800
Educational/Training Materials - Participants	\$ 500.00	12	\$ 6,000
Client travel (public transportation)	\$ -	0	\$ -
Postage	\$ 76.00	12	\$ 912
Rent	\$ 38,000.00	12	\$ 456,000
Office Equipment Lease	\$ 385.00	12	\$ 4,620
Office Equipment/IT/Cells Phones		12	\$ -
Utilities	\$ 430.00	12	\$ 5,160
Program Staff Training	\$ -	0	\$ -
Program Staff Travel (Local & Out of Town)	\$ 410.00	12	\$ 4,920
Other (describe):	\$ -	0	\$ -
Program Conferences/Trainings	\$ 1,000.00	12	\$ 12,000
UpTrust	\$ 3,050.00	12	\$ 36,600
Client Flex Fund	\$ 3,400.00	12	\$ 40,800
Insurance	\$ 1,400.00	12	\$ 16,801
	\$ -	0	
	\$ -	0	\$ -
Subtotal Other Current Expenses:			<b>\$ 597,913</b>

**San Francisco Sheriff's Office  
Financial Services  
FY 2027 - 2028 Budget Price Proposal**

Agency Name:

Date:

**San Francisco Pretrial Diversion Project, Inc.**

**7/1/2026**

Program Title:

Grant/Contract Period:

**Pretrial Services (PIA)**

**7/1/2027 - 6/30/2028**

**C) Program [Sub-]Contract Services**

<b>Consultants/Professional Services*</b>					
<b>Name</b>	<b>Agency</b>	<b>Description of Services</b>	<b>Estimated Cost Per Hour</b>	<b>Estimated Hours</b>	<b>Request Amount</b>
Hood/Tan		Managed IT Services	\$ 275.00	275	\$ 75,625
AJW Inc.		Database Development & Maintenance	\$ 200.00	275	\$ 55,000
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
<b>Other [Sub-]Contract Services (provide description):</b>					
<b>Item (Example):</b>	<b>Description:</b>		<b>Estimated Cost Per Hour</b>	<b>Estimated Hours</b>	<b>Request Amount</b>
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
<b>Subtotal for [Sub-]Contractual Services:</b>					<b>\$ 130,625</b>

**\*Please submit to SFSO Financial Services a copy of your agency's contract or agreement with each [sub-]contractor/consultant identified in your budget. This is normally a one-time submission. Please contact SFSO Financial Services with any questions regarding this.**

*Please insert additional lines as needed for all [sub-]contractors/consultants in your program budget and double-check the Subtotal line to verify that the formula includes all applicable cells in range.*

**San Francisco Sheriff's Office  
Financial Services  
FY 2027 - 2028 Budget Price Proposal**

Agency Name:

**San Francisco Pretrial Diversion Project, Inc.**

Date:

**7/1/2026**

Program Title:

**Pretrial Services (PIA)**

Grant/Contract Period:

**7/1/2027 - 6/30/2028**

**D) Program Equipment Purchase**

<b>Equipment to be purchased</b>	<b>Purpose for Equipment</b>	<b>Request Amount</b>
Staff Computers/Monitors	Upgrade older computers and purchase computers for new staff \$1,200x10	\$ 12,000
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subtotal for Equipment Purchases:		<b>\$ 12,000</b>

**Use this form only when responding to a Request for Proposals (RFP).**

**San Francisco's Sheriff's Office**  
***Financial Services***  
**RFP Budget Explanation/Justification Form**

Agency Name: San Francisco Pretrial Diversion Project, Inc.  
 Program Title: Pretrial Services (PIA)

**Program Budget Expense Line Items**

**A) Salaries & Fringe Benefits**

Please refer to the Staffing Plan in Section 5, Team Qualifications, for detailed descriptions of the roles and responsibilities associated with each position. Additional budget details are provided in Section 6, Price Proposal. Salaries are based on fair market rates, reflect the qualifications and experience required for each role, and in compliance with the Minimum Compensation Ordinance. Fringe benefits include health insurance, leave benefits, and other standard employee benefits

**B) Direct Program Operation Expenses**      Requested Amount

Program Materials/Supplies:

Office Supplies	\$	9,300	Supplies for staff and office
Printing	\$	4,800	Printing of forms and documents
Educational/Training Partners - Clients	\$	6,000	Costs associated with bringing in outside experts to address specific client needs
Postage	\$	912	Mailing of documents to clients
Rent	\$	456,000	Total monthly rent is \$51,845.83; of this, \$38,000 per month is allocated to this grant. This allocation reflects the proportionate share of office space used by grant-funded staff and program activities. The remaining rent costs are covered by other funding sources.
Office Equipment Lease	\$	4,620	Costs associated with the leasing of office printers
Utilities	\$	5,160	Gas, electricity, water, janitorial expenses for office space

Appendix B-2

Program Staff Travel (Local & Out of Town)	\$	4,920	Staff travel related to client services provided & travel for conferences/trainings
Other (describe):			
Program Conferences/Trainings	\$	12,000	Industry focused conferences (e.g., NAPSA, CAPS, ITUP, PJI) & External trainings (e.g. De-Escalation, Motivational Interviewing, Implicit Bias, Harm Reduction)
UpTrust	\$	36,600	Costs associated with monthly service fee for UpTrust system
Client Flex Fund	\$	40,800	Housing, food, travel and sundry items for clients when needed
Insurance	\$	16,801	Costs associated with mandatory insurance coverage as required by grant
<hr/>			
C) Sub-Contract Services			
Managed IT Services	\$	60,000	Computer and server support services for staff and office.
Database Development & Maintenance	\$	55,000	Development and Maintenance of Open Justice Database
<hr/>			
D) Equipment Purchases			
Staff Computers/Monitors	\$	12,000	Upgrade obsolete equipment.

**San Francisco Sheriff's Office  
Financial Services  
FY 2028 - 2029 Budget Price Proposal**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

7/1/2026

Program Title:

Grant/Contract Period:

Pretrial Services (PIA)

7/1/2028 - 6/30/2029

**Total Program Budget Summary**

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 5,641,814
B) Direct Program Operating Expenses	\$ 603,913
C) Program [Sub-]Contract Services	\$ 130,625
D) Program Equipment Purchase	\$ 6,000
X) <b>Non-Program</b> Indirect/Admin/Overhead Costs** (20.0%)	\$ 1,128,363
<b>TOTAL PROGRAM [&amp; NON-PROGRAM] AMOUNT:</b>	<b><u>\$ 7,510,715</u></b>

\*Totals must match subtotals on corresponding budget pages. (Hint: complete those pages first and the totals from each page will populate this summary page.)

\*\*Indirect/Admin/Overhead ("Non-Program") costs cannot exceed **20%** of Program Costs without sufficient justification and SFSO CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs. Please note Indirect/Overhead is only allowed for Program Salaries & Fringe Benefits.

Agency's Director or Financial Officer

Date:

\_\_\_\_\_

\_\_\_\_\_

**FOR SHERIFF USE ONLY**

Program Budget Approved

\_\_\_\_\_

Sheriff's Chief Financial Officer

\_\_\_\_\_

Date:

\_\_\_\_\_

Data entry of Approved Budget

\_\_\_\_\_

Date:

Funding Source Codes and Amount: \_\_\_\_\_

**San Francisco Sheriff's Office**  
**Financial Services**  
**FY 2028 - 2029 Budget Price Proposal**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

7/1/2026

Program Title:

Pretrial Services (PIA)

Grant/Contract Period:

7/1/2028 - 6/30/2029

**A) Program Salary and Fringe Benefits Budget Summary**

	Position/Title	Hrs/ Wk	Wks/ Yr	Hourly Salary	FTE	Salary Amt	Fringe %	Fringe Amt	Total Salary Request
1	Chief Programs Officer	8	52	\$71.78	0.20	\$ 29,860	25%	\$ 7,465	\$ 37,325
3	Chief Impact Officer	8	52	\$66.72	0.20	\$ 27,756	25%	\$ 6,939	\$ 34,695
4	Director of Program Services	20	52	\$62.47	0.50	\$ 64,969	25%	\$ 16,242	\$ 81,211
5	Grants and Contracts Manager	8	52	\$43.63	0.20	\$ 18,150	25%	\$ 4,538	\$ 22,688
6	Release Programs Manager	40	52	\$47.30	1	\$ 98,384	25%	\$ 24,596	\$ 122,980
7	OR Assistant Manager	40	52	\$40.36	1	\$ 83,949	25%	\$ 20,987	\$ 104,936
8	OR Shift Supervisor	80	52	\$40.45	2	\$ 168,272	25%	\$ 42,068	\$ 210,340
9	Pretrial Release Specialist 2	560	52	\$36.12	14	\$ 1,051,814	25%	\$ 262,954	\$ 1,314,768
10	Pretrial Release Specialist 1	120	52	\$31.34	3	\$ 195,562	25%	\$ 48,890	\$ 244,452
11	ACM Assistant Manager	80	52	\$40.03	2	\$ 166,525	25%	\$ 41,631	\$ 208,156
12	Lead ACM Case Manager	80	52	\$39.35	2	\$ 163,696	25%	\$ 40,924	\$ 204,620
13	ACM Case Manager	240	52	\$32.59	6	\$ 406,723	25%	\$ 101,681	\$ 508,404
14	ACM Case Manager (Bilingual)	240	52	\$34.14	6	\$ 426,067	25%	\$ 106,517	\$ 532,584
15	ACM Case Manager (Group facilitation)	80	52	\$35.25	2	\$ 146,640	25%	\$ 36,660	\$ 183,300
16	Continuum of Care Navigator	80	52	\$38.83	2	\$ 161,533	25%	\$ 40,383	\$ 201,916
17	Director of Judicial Services	40	52	\$56.95	1	\$ 118,456	25%	\$ 29,614	\$ 148,070
18	Judicial Services Manager	40	52	\$44.96	1	\$ 93,517	25%	\$ 23,379	\$ 116,896
19	Assistant Manager, Judicial Services	40	52	\$39.61	1	\$ 82,389	25%	\$ 20,597	\$ 102,986
20	Lead Court Liaison	80	52	\$36.99	2	\$ 153,878	25%	\$ 38,470	\$ 192,348
21	Court Liaison I	120	52	\$33.37	3	\$ 208,229	25%	\$ 52,057	\$ 260,286
24	Court Liaison II	120	52	\$34.56	3	\$ 215,654	25%	\$ 53,914	\$ 269,568
22	ICR Case Manager	160	52	\$34.26	4	\$ 285,043	25%	\$ 71,261	\$ 356,304
23	ICR Assistant Manager	40	52	\$40.36	1	\$ 83,949	25%	\$ 20,987	\$ 104,936
25	Lead ICR Case Manager	40	52	\$38.36	1	\$ 79,789	25%	\$ 19,947	\$ 99,736
26	Senior Manager, Diversion Programs	20	52	\$48.88	0.5	\$ 50,835	25%	\$ 12,709	\$ 63,544
27	PTD Lead Case Manager	40	52	\$37.04	1	\$ 77,043	25%	\$ 19,261	\$ 96,304
28	PTD Case Manager	40	52	\$34.14	1	\$ 71,011	25%	\$ 17,753	\$ 88,764
29	Client Support and Operations Manager	40	52	\$42.41	1	\$ 88,213	25%	\$ 22,053	\$ 110,266
30	Program Assistant	80	52	\$28.10	2	\$ 116,896	25%	\$ 29,224	\$ 146,120
31	Clinical Social Worker	40	52	\$52.00	1	\$ 108,160	25%	\$ 27,040	\$ 135,200
FTE Total:					<b>65.60</b>	Subtotal Salary & Fringe Benefits:			<b>\$ 6,303,703</b>
									<b>\$661,889</b>

**San Francisco Sheriff's Office**  
**Financial Services**  
**FY 2028 - 2029 Budget Price Proposal**

Agency Name:

**San Francisco Pretrial Diversion Project, Inc.**

Date:

**7/1/2026**

Program Title:

**Pretrial Services (PIA)**

Grant/Contract Period:

**7/1/2028 - 6/30/2029**

**B) Direct Program Operating Expenses Summary**

Expense Item	Description/Purpose		Request Amount
	Monthly Amount	# of Months	
Program Materials/Supplies:			
Office Supplies	\$ 775.00	12	\$ 9,300
Printing	\$ 400.00	12	\$ 4,800
Educational/Training Materials - Participants	\$ 500.00	12	\$ 6,000
Client travel (public transportation)	\$ -	0	\$ -
Postage	\$ 76.00	12	\$ 912
Rent	\$ 38,000.00	12	\$ 456,000
Office Equipment Lease	\$ 385.00	12	\$ 4,620
Office Equipment/IT/Cells Phones		12	\$ -
Utilities	\$ 430.00	12	\$ 5,160
Program Staff Training	\$ 500.00	12	\$ 6,000
Program Staff Travel (Local & Out of Town)	\$ 410.00	12	\$ 4,920
Other (describe):	\$ -	0	\$ -
Program Conferences/Trainings	\$ 1,000.00	12	\$ 12,000
UpTrust	\$ 3,050.00	12	\$ 36,600
Client Flex Fund	\$ 3,400.00	12	\$ 40,800
Insurance	\$ 1,400.00	12	\$ 16,801
	\$ -	0	
	\$ -	0	\$ -
Subtotal Other Current Expenses:			<b>\$ 603,913</b>

**San Francisco Sheriff's Office  
Financial Services  
FY 2028 - 2029 Budget Price Proposal**

Agency Name:

Date:

**San Francisco Pretrial Diversion Project, Inc.**

**7/1/2026**

Program Title:

Grant/Contract Period:

**Pretrial Services (PIA)**

**7/1/2028 - 6/30/2029**

**C) Program [Sub-]Contract Services**

<b>Consultants/Professional Services*</b>					
<b>Name</b>	<b>Agency</b>	<b>Description of Services</b>	<b>Estimated Cost Per Hour</b>	<b>Estimated Hours</b>	<b>Request Amount</b>
Hood/Tan		Managed IT Services	\$ 275.00	275	\$ 75,625
AJW Inc.		Database Development & Maintenance	\$ 200.00	275	\$ 55,000
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
<b>Other [Sub-]Contract Services (provide description):</b>					
<b>Item (Example):</b>	<b>Description:</b>		<b>Estimated Cost Per Hour</b>	<b>Estimated Hours</b>	<b>Request Amount</b>
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
<b>Subtotal for [Sub-]Contractual Services:</b>					<b>\$ 130,625</b>

**\*Please submit to SFSO Financial Services a copy of your agency's contract or agreement with each [sub-]contractor/consultant identified in your budget. This is normally a one-time submission. Please contact SFSO Financial Services with any questions regarding this.**

*Please insert additional lines as needed for all [sub-]contractors/consultants in your program budget and double-check the Subtotal line to verify that the formula includes all applicable cells in range.*

**San Francisco Sheriff's Office  
Financial Services  
FY 2028 - 2029 Budget Price Proposal**

Agency Name:

**San Francisco Pretrial Diversion Project, Inc.**

Date:

**7/1/2026**

Program Title:

**Pretrial Services (PIA)**

Grant/Contract Period:

**7/1/2028 - 6/30/2029**

**D) Program Equipment Purchase**

<b>Equipment to be purchased</b>	<b>Purpose for Equipment</b>	<b>Request Amount</b>
Staff Computers/Monitors	Upgrade older computers and purchase computers for new staff \$1,200x5	\$ 6,000
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subtotal for Equipment Purchases:		<b>\$ 6,000</b>

**Use this form only when responding to a Request for Proposals (RFP).**

**San Francisco's Sheriff's Office**  
***Financial Services***  
**RFP Budget Explanation/Justification Form**

Agency Name: San Francisco Pretrial Diversion Project, Inc.  
 Program Title: Pretrial Services (PIA)

**Program Budget Expense Line Items**

**A) Salaries & Fringe Benefits**

Please refer to the Staffing Plan in Section 5, Team Qualifications, for detailed descriptions of the roles and responsibilities associated with each position. Additional budget details are provided in Section 6, Price Proposal. Salaries are based on fair market rates, reflect the qualifications and experience required for each role, and in compliance with the Minimum Compensation Ordinance. Fringe benefits include health insurance, leave benefits, and other standard employee benefits

B) Direct Program Operation Expenses	Requested Amount	
Program Materials/Supplies:		
Office Supplies	\$ 9,300	Supplies for staff and office
Printing	\$ 4,800	Printing of forms and documents
Educational/Training Partners - Clients	\$ 6,000	Costs associated with bringing in outside experts to address specific client needs
Postage	\$ 912	Mailing of documents to clients
Rent	\$ 456,000	Total monthly rent is \$51,845.83; of this, \$38,000 per month is allocated to this grant. This allocation reflects the proportionate share of office space used by grant-funded staff and program activities. The remaining rent costs are covered by other funding sources.
Office Equipment Lease	\$ 4,620	Costs associated with the leasing of office printers
Utilities	\$ 5,160	Gas, electricity, water, janitorial expenses for office space

Appendix B-3

Program Staff Training	\$	6,000	Costs associated with providing ongoing staff skills training
			Staff travel related to client services provided & travel for conferences/trainings
Program Staff Travel (Local & Out of Town)	\$	4,920	
Other (describe):			
Program Conferences/Trainings			Industry focused conferences (e.g., NAPSA, CAPS, ITUP, PJI) & External trainings (e.g. De-Escalation, Motivational Interviewing, Implicit Bias, Harm Reduction)
	\$	12,000	
UpTrust	\$	36,600	Costs associated with monthly service fee for UpTrust system
Client Flex Fund	\$	40,800	Housing, food, travel and sundry items for clients when needed
Insurance	\$	16,801	Costs associated with mandatory insurance coverage as required by grant

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C) Sub-Contract Services

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Managed IT Services	\$	60,000	Computer and server support services for staff and office.
Database Development & Maintenance	\$	55,000	Development and Maintenance of Open Justice Database

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D) Equipment Purchases

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Staff Computers/Monitors	\$	6,000	Upgrade obsolete equipment.
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**City and County of San Francisco**  
**Sourcing Event ID 000011465 | Dept Contract ID: SHF2026-01**

**Formal Request for Proposals for:  
 Pretrial Services**

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



Proposal Phase	Tentative Date
Request for Proposals Issued	February 5, 2026, 3:00 PM (PST)
Pre-Proposal Virtual Conference	February 13, 2026, 2:30 PM (PST)  For meeting invite, please email name, agency and email address to Patricia.E.Martinez@sfgov.org by February 12, 2026, 5:00 PM (PST)
Written Questions Due Date	February 18, 2026, 5:00 PM (PST)
Proposal Due Date	March 2, 2026, 5:00 PM (PST)
Oral Interviews	March 6, 2026, 5:00 PM (PST)
Notice of Intent to Award	March 11, 2026, 5:00 PM (PST)
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Patricia Martinez Principal Administrative Analyst, San Francisco Sheriff’s Office 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: Patricia.E.Martinez@sfgov.org

**Attachments**

- Attachment 1: City’s Contract Terms – P-600 Professional Services Agreement
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD LBE Forms (Reserved)
- Attachment 4: Sample Invoice and Modification Form
- Attachment 5: Budget Proposal Template
- Attachment 6: HCAO and MCO Declaration Forms
- Attachment 7: First Source Hiring Form

**MANDATORY MINIMUM  
QUALIFICATION  
DOCUMENTATION**

Proposers must submit with their proposal documents in support of each Minimum Qualification (MQ) listed below. A proposal that fails to provide the following documentation will not be eligible for further consideration.

<b>MQ #</b>	<b>Description</b>
<b>MQ #1</b>	Proposer's proposed changes to Attachment 1, City's Contract Terms, by Proposal Due Date.
<b>MQ #2</b>	Completed Attachment 2, Proposer Questionnaire and References.
<b>MQ #3</b>	Completed Written Proposal.
<b>MQ #4</b>	Completed Attachment 5, City's Budget Proposal Template.
<b>MQ #5</b>	Evidence that Proposer has 5 years of experience within the last 10 years in the sale of goods and/or services requested by this Solicitation.
<b>MQ #6</b>	Proposers must be a 501(c) certified to provide service within the City and County of San Francisco. Non-profit organization must have an active governing Board of Directors, and an Executive Director responsible for the day to day management of the organization.
<b>MQ #7</b>	Proposer must have experience working with those impacted by the criminal system.
<b>MQ #8</b>	Proposer must be an approved City vendor at the time of the contract award.

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

### **A. Introduction**

#### **1. General**

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by San Francisco Sheriff’s Office (hereinafter, “SFSO” or “City”). SFSO,

is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for Pretrial Services, that offers robust programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include:

- Probable Cause review
- Pretrial Risk Assessment
- Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk
- Pretrial Diversion for persons charged with misdemeanors
- Group Facilitation

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

#### **2. Selection Overview**

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

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

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of up to three years. In addition, the Sheriff shall have three options to extend the term, for a period of two years each, by mutual agreement in writing. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. The maximum contract period shall not exceed a total of nine years.

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

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$21,869,499 for the initial term. All funding is contingent upon the availability of funds for every fiscal year covered under this RFP, satisfactory program performance, and demonstrated need for the proposed services. This amount is based on City’s estimated spend over the advertised initial contract term. Should City’s actual spend exceed its estimated spend for the initial term, City may in its sole discretion increase the contract NTE for the initial term. Should City exercise its options to extend the contract beyond the initial term, City may also elect to increase the NTE proportionally.

**D. Reserved (Indefinite Quantity, As-Needed Contract).**

**E. Cooperative Agreement**

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

**F. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other published pertinent information.

<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	February 5, 2026, 3:00 PM (PST)
Virtual Pre-Proposal Conference	February 13, 2026, 2:30PM (PST)  For meeting invite, please email name, agency and email address to <b>Patricia.E.Martinez@sfgov.org</b> by February 12, 2026, 5:00 PM (PST)
Written Questions Due Date	February 18, 2026, 5:00 PM (PST)
Proposal Due Date	March 2, 2026, 5:00 PM (PST)
Oral Interviews	March 6, 2026, 5:00 PM (PST)
Notice of Intent to Award	March 11, 2026, 5:00 PM (PST)
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
<p style="text-align: center;"><b>Pre-Proposal Conference Details</b></p> <p>The Pre-Proposal Conference will begin at the time specified. Proposers’ representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. <b>Failure to attend the Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation.</b> Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by a written Addendum to this Solicitation. It is the</p>	

responsibility of the Proposer to check for any Addendum to this Solicitation or other published pertinent information.

## **G. Contract Terms and Negotiations**

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Attachment 1, City's Contract Terms. **If Proposer is unable to accept City's Contract Terms substantially in the form presented, Proposer shall include a revised copy of City's Contract Terms with its Proposal.** The revised copy of City's Contract Terms must clearly:

- (1) Mark those sections to which it objects;
- (2) Set forth Proposer's alternative terms with respect to each such section; and
- (3) Explain the basis for each proposed change.

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest-ranking score.

## **II. GOODS AND SERVICES REQUESTED**

### **A. Goods and/or Services Requested**

This Solicitation is being issued by SFSO. SFSO is seeking qualified Proposers to provide Proposals for effective Pretrial Services, by providing programming with a continuum of pretrial supervision options.

#### **1. General**

The San Francisco Sheriff's Office has made it a top priority to reduce recidivism and improve the outcomes of the incarcerated population and offering alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include:

- Probable Cause review
- Pretrial Risk Assessment
- Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk
- Pretrial Diversion for persons charged with misdemeanors
- Group Facilitation

## 2. Background Information

The San Francisco County Jail system includes an intake and release facility, housing facilities and two community sites. The following list provides the capacity for each facility, location and the purpose for its use.

Facility	Location	Use
County Jail #1	425-7 <sup>th</sup> Street	Intake and Release – No Housing
County Jail #2	425-7 <sup>th</sup> Street	The only jail in the system that houses women, but it also houses men. This jail also houses a sub-acute psychiatric housing unit and a medical step down unit.
County Jail #3 and Annex	1 Moreland Drive, San Bruno	Men’s housing, pod design and newly reopened dorms in the Annex
Women’s Resource Center	930 Bryant Street	Reentry and education services for women
Community Programs	70 Oak Grove	Reentry and education services

Currently, all female inmates are housed at CJ#2, however; there are also male inmates and transgender, gender variant and intersex inmates housed at this jail. CJ#2 also operates a sub-acute psychiatric housing area for men and women as well as a medical step down unit for both men and women.

For calendar year 2024, the total number of bookings in the San Francisco county jail system was 13,817\*, while the approximate number of unique individuals booked was 11,116 based off of Name and Date of Birth.

The gender of the unique individuals booked was:

Female	2012
Male	8986
TGN	118

Of the unique individuals booked, the following information was recorded at the time of booking in terms of residence:

Out of County	2607
SF Resident	4913
Transient	3394
Unknown	202
Grand Total	11116

The race/ethnicity of unique individuals booked was:

API	750
Black	3672
Check	2
Hispanic	3265
Other	226

White	3201
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The age range of the unique individuals booked was:

18-24yrs (TAY)	1446
25- 34yrs	3762
35-44	3357
45-54yrs	1533
55+	1017

### 3. Scope of Work

SFSO is seeking a contractor to provide the following Scope of Work. The Scope of Work is a general guide and is not a complete list of all work necessary to complete the project. Proposing teams may suggest a modified scope as part of their proposal. Successful proposals will contain the following core elements:

#### Probable Cause Facilitation

Probable cause refers to the process by which an arrest report is presented to the Duty Officer within 48 hours of arrest for a probable cause determination in compliance with the Supreme Court decision *Riverside vs. McLaughlin* (500 U.S.44), which held those arrested without a warrant are entitled to judicial determination of probable cause within 48 hours including weekends and holidays. 365 days per year, pretrial services staff will monitor arrested defendants who remain in custody and collect arrest reports from any law enforcement agency booking subjects into the San Francisco County Jail. This information is then prepared for review by the Duty Officer. The Duty Officer can: (1) find probable cause; (2) find no probable cause; or (3) authorize an extension of time for Probable Cause staff to obtain the arrest report. In the event that no probable cause is found, a certified copy of the order is presented to the Sheriff's Office and a notification is made to the District Attorney's Office.

#### Pretrial Risk Assessment

Judicial officers need information to make decisions about who poses a risk of failing to appear at scheduled court appearances (FTA) or new criminal activity (NCA) while on pretrial release. Research has identified factors that can be combined to assess defendants for likelihood of having a successful pretrial release. Using a pretrial risk assessment instrument to collect and provide this information to judges has been endorsed by the American Bar Association, the National Sheriffs' Association, the American Jail Association, and the National Association of Pretrial Services Agencies, among others. In April of 2016, the Sheriff's Office adopted the Arnold Foundation's Public Safety Assessment in order to provide pre-arraignment release recommendations regarding eligible defendants to judicial officers. Pretrial Services staff will assess eligible in-custody defendants utilizing the Public Safety Assessment (PSA) developed by the Arnold Foundation and present their cases to a judicial officer for possible pre arraignment release.

The procedural standards for pre-arraignment release include the following:

- Provide staff coverage 24-hour, 7-days per week.
- Determine eligibility for pre-arraignment release per 1270.1PC and 1319.5PC and communicate status of newly booked inmates to SFSO.
- Print, process, analyze, and summarize criminal history information, ensuring completeness and accuracy.

- Submit PSA workups for eligible cases within 8 hours of ID confirmation.
- Monitor the 18-hour timeline for judicial release determinations and ensure SFSO Records Unit receives “Decision Not Rendered” form if 18 hours has elapsed.
- Monitor the submission of declarations submitted by law enforcement agencies that may extend the 18-hour timeline to 30-hours.
- Make routine contact with San Francisco County Jail inmates to communicate the outcome of the judicial review including whether release was denied and bail was set by the Court.

The workup that is submitted to the Judicial Officer consists of the PSA generated court report, criminal history, summary of criminal history, the arrest report, and a cover sheet. CLETS certified staff will compile criminal history information on arrestees considered for pretrial release utilizing databases from the National Crime Information Center (NCIC), California Identification Index (CII), San Francisco Record of Arrest and Prosecution (RAP sheet), and the Department of Motor Vehicle records. The pretrial release decision is exclusively a judicial function. If a judge grants the defendant’s release, staff will inform the defendant of the conditions of their release. If the judge denies release, or if the defendant is ineligible for pre-arraignment release, then staff will provide the workups to the arraignment courts. Defendants ineligible for pre arraignment release include persons on felony probation, three or more FTA (failures to appear) within 3 years, current violent charges, or concurrently booked on an outstanding bench warrant. Staff will also review charging decisions made by the District Attorney’s Office to inform clients released pre-arraignment on the status of their case and to determine which workups will be delivered to the felony and misdemeanor courts. In addition, staff will be responsible for preparing work ups for surrender cases for defendants with outstanding District Attorney Warrants and upon request by a judge or defense attorney, at any stage of the proceedings.

### **Continuum of Supervision levels**

The PSA includes a decision making framework or grid that lays out different conditions and types of supervision. This grid is structured so that people with the greatest likelihood of pretrial success have no or very few conditions placed, while those who present more risk factors have more conditions imposed. Currently, the SFSO and San Francisco Superior Courts have agreed on three distinct levels of supervision:

1. **No Active Supervision-** Supervision entails providing defendants with court reminders.
2. **Minimal Supervision-** Supervision entails providing defendants with court reminders and requiring twice a week phone reporting to staff.
3. **Assertive Case Management-** Supervision entails providing defendants with court reminders and requiring four times a week reporting to staff in person and/or by phone.

Defendants released to Assertive Case Management (ACM) require the most supervision and SFSO is seeking a contractor skilled in providing intensive case management. ACM clients will be released from custody directly to staff who will escort them to the successful proposer’s office where staff will conduct a needs assessment, including the Brief Jail Mental Health Screening, and explain program requirements. Behavioral health needs, housing status, and other needs will be identified through this screening and will be used along with the PSA to inform release conditions. Client participation will be closely monitored by case managers and progress reports will be submitted to the Court. In addition, the following are work tasks assumed necessary to provide ACM supervision:

- Collaboration with community-based treatment providers and other supports that serve the target population, while maintaining an understanding of their capacities, and areas of expertise.
- Collaboration with the Department of Homelessness and Supportive Housing to ensure that all clients experiencing homelessness are assessed for Adult Coordinated Entry.

- Creation of release plans that ensure that expectations for each defendant are feasible, make sense to the defendant, and are presented in a consistent manner.
- Provision of strengths-based case management that works with clients to identify their strengths and focuses on maintaining protective factors.
- Service delivery that incorporates an understanding of the impact of trauma into assessment, treatment, and supervision practices.
- Service delivery that incorporates an individual assessment while recognizing that clients will be at different stages of behavioral change. Staff must be trained in Motivational Interviewing.
- Services that advance intrinsic motivations
- Provision of individual client progress reports to the Court and on-going cumulative evaluations of the program to SFSO and Court.
- Release facilitation and transportation of pretrial defendants to residential treatment at the request of the Court.

In addition, SFSO recognizes that a subset of ACM clients will have more acute mental health, primary care and substance abuse disorder treatment needs in conjunction with homelessness or unstable housing. A successful proposal will address these needs by identifying a multidisciplinary team of Clinicians, Case Managers, and Peer Advocates or Outreach Workers. SFSO encourages proposers to subcontract with a clinical partner that has expertise in the Department of Public Health's System of Care and who will be able to conduct an in-depth behavioral health assessment for clients flagged by the Brief Jail Mental Health Screening, along with ongoing counseling, support, referral, and placement advocacy services. In addition, staff should be prepared to accompany high needs clients to all of their court dates. When a client has not complied with release conditions, the staff must attempt to locate them. This may entail contacting friends and family, outreach to certain neighborhoods and establishments, collaborating with medical and/or other social service providers, and monitoring the jails and hospitals in case of re-incarceration or hospitalization. If a client fails to appear for court, outreach efforts will be continued in the hopes of assisting the client in filing a motion to recall the bench warrant. For those clients receiving clinical services through the program, plans should be made for transitions to post-adjudication care.

SFSO will further support these efforts by approving a budget line item to address the immediate needs of vulnerable clients, including short term hotel stays, and paying for transportation and identification, thereby ensuring that clients are able to engage with a case manager and begin to engage with treatment.

### **Pretrial Diversion**

Pretrial Diversion provides offenders the opportunity to complete a program, or community service in lieu of traditional criminal proceedings. Successful completion of the program will result in the dismissal of the case. Eligibility for Pretrial Diversion is established by the District Attorney pursuant to California Penal Code Sections 1001.2(b). In addition to community service hours, programs may include substance abuse treatment, anger management classes, parenting or domestic violence groups.

Staff will conduct interviews with each client referred to formulate an appropriate treatment plan to best address court-ordered requirements along with the client's needs. Staff will also prepare eligibility reports and progress reports for the Court. Clients should be provided with an array of treatment options, which include gender-specific programming options and treatment options for non-English speakers.

In many cases, staff will have discretion to determine whether a client is required to appear in court. For those clients who have maintained contact and progressed on their treatment plan, staff

can choose to waive a client's appearance. If a client is not in compliance with a court order, or has not been adhering to the service plan, the client will be required to attend court. Conversely, if a client has demonstrated consistent progress and has maintained contact with staff as directed, staff can waive their appearances.

### **Group Facilitation**

Recognizing that clients on pretrial supervision or diversion often require immediate access to a variety of group intervention options, SFSO seeks to support the provision of groups that are designed to assist clients facing problems associated with: substance abuse, criminal thinking, anger management and mental health concerns.

A successful proposal will include specific curriculum with a description and the number of hours for completion. The department expects the successful proposal to identify the best practices, proven principles and service modalities the proposer intends to utilize in the administration of the contract. Any and all curriculum that utilizes a movie or audio-visual presentation shall include an adult learning concept to discuss and explain the purpose of the exercise. SFSO is especially seeking cognitive based interventions, which help clients to confront thinking patterns that promote criminal conduct and provide education on appropriately negotiating with authority. Proposals should also include information on how proposed programming will be responsive to learning styles, motivation, gender and culture.

A minimum of seven hours per week of group facilitation will be provided between 8am and 8 pm at the Community Program site located at 70 Oak Grove. A successful proposal will also include a gender-specific curriculum for self-identified females at the SFSO Women's Resource Center, located at 930 Bryant Street. The SFSO reserves the right to change the times and days at their sole discretion.

### **Staffing**

As in any successful program, we believe that the quality of the staff that provides services will have a direct impact on the future success of the participants in the program. Training is at the heart of effective pretrial responses; from leadership understanding and endorsement of legal and evidence-based practices in system design to line staff interacting productively with defendants on release. All proposers should have qualified staff with demonstrated competencies in their assigned duties. Case management staff should be knowledgeable about strategies for effectively engaging the client population including, cultural, language and gender-related competencies. Case managers should have a basic understanding of behavioral health disorders and understand how these illnesses could impact pretrial success. All program staff shall have training in recognizing and respecting all people's gender identity and successfully complete Prison Rape Elimination Act (PREA) training provided by the SFSO during the mandatory civilian orientation. The department is contracting units of service and expects that when a contractor's employee is absent from work, for whatever reason, a fully qualified employee (as identified previously) will replace them. All program staff must be able to pass a SFSO background that includes a fingerprint scan and must maintain compliance which is in accordance to the Department of Justice's regulations related to Criminal Justice Information System data.

### **Data Collection and Reporting**

Documenting interactions with clients is essential to effective case management. Recording casework information is a means of accountability to the client, the Court and the Sheriff's Office. A successful proposal will demonstrate the agency's capacity to maintain a sophisticated information management system(s) capable of providing reports required by the Sheriff's Office and the Courts. In addition, a successful proposal will include information on how client compliance is tracked and a

methodology for notification of the Court when clients are not in compliance with release conditions. The following are examples of reports that will be required:

- Times for the following events: ID confirmation, PSA workup submission, submission of any additional workup materials received after 8 hours, submission of affidavits by law enforcement agencies, judicial determination, no judicial decision if the 18 or 30 hours has expired without judicial determination, client release or notification to the client of release denial.
- Number of automatic release determinations (if no judicial decision) for all pre-arraignment cases.
- Number and submission information for all affidavits submitted by law enforcement agencies.
- Daily count of clients participating in all of the various components;
- Daily log of Criminal Offender Record Information (CORI) distribution;
- Quarterly and semi-annual performance metric reports including safety and appearance rates by supervision level;
- Regular data transfers to SFSO ITSS for analysis.

**B. Reserved.(Regulatory and Compliance Requirements Specific to the Goods/Services Solicited).**

**C. Green Purchasing Requirements**

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Proposers are encouraged to refer to [Attachment 1](#), City's Contract Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

**D. Reserved. (Alternates and Samples).**

**E. Reserved. (Freight on Board and Shipping Costs).**

**F. Reserved. (Additional Purchases).**

**III. RESERVED. (LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS).**

**A. CMD Compliance Officer**

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Vivian Liu  
Contract Monitoring Division  
City and County of San Francisco  
Email: [Vivian.Y.Liu@sfgov.org](mailto:Vivian.Y.Liu@sfgov.org)  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

**B. Reserved (Application of LBE Rating Bonuses).**

**C. Reserved. (LBE Subcontracting Participation Requirements).**

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because [LBE Subcontracting Requirements were waived by the Contract Monitoring Division per CMD14B Prebid Waiver #14BPREDID0002762.](#)

**D. Reserved. (CMD LBE Forms).**

**E. Reserved. (LBE Payment and Utilization Tracking).**

**IV. PROPOSAL EVALUATION CRITERIA**

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Minimum Qualifications Documentation	Pass/Fail
Budget Proposal	Pass/Fail
Written Proposal	50 Points
Oral Interviews	15 Points
<b>TOTAL</b>	<b>65 Points</b>

**V. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH PROPOSAL (PASS/FAIL)**

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

<b>MQ #</b>	<b>Description</b>
<b>MQ #1</b>	Proposer’s proposed changes to Attachment 1, City’s Contract Terms, by the Proposal Due Date.
<b>MQ #2</b>	Completed Attachment 2, Proposer Questionnaire and References.
<b>MQ #3</b>	Completed Written Proposal
<b>MQ #4</b>	Completed Attachment 5, City’s Budget Proposal Template.
<b>MQ #5</b>	Evidence that Proposer has 5 years of experience within the last 10years in the sale of goods and/or services requested by this Solicitation.

<b>MQ #6</b>	Proposers must be a 501(c) certified to provide service within the City and County of San Francisco. Non-profit organization must have an active governing Board of Directors, and an Executive Director responsible for the day to day management of the organization.
<b>MQ #7</b>	Proposer must have experience working with those impacted by the criminal system.
<b>MQ #8</b>	Proposer must be an approved City vendor at the time of the contract award.

## **VI. WRITTEN PROPOSAL (50 POINTS)**

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

1. **Table of Contents ( 1 page )**
  - All pages of the proposal, including all enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
2. **Introduction and Executive Summary (up to 2 page)**
  - Submit a letter of introduction and 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.
3. **Project Approach (up to 30 pages)**
  - Describe the services and activities, per project, that your firm proposes to provide to the City. Include the following information:
  - Overall scope of work tasks;
  - Schedule and ability to complete the project within the City's required time frame;
  - Assignment of work within your firm's work team;
  - Description of the best practices, proven principles and service modalities the proposer intends to utilize in the administration of the contract.
  - A plan for collaboration with assigned SFSO Program Coordinators and sworn employees to promote a safe and therapeutic environment;
  - Describe data collections methods and how Proposer will track outcomes of program participants.
4. **Firm Qualifications (up to 5 pages per collaborator).**
  - If multiple agencies are collaborating on a proposal each agency should complete an explanation of qualifications)
  - Provide information on your firm and team qualifications and how these qualifications will enable your firm to provide the services described in the scope of work. Include the following:
  - Name, address, and telephone number of a contact person;
  - A brief description of your firm;
  - Experience in working in a correctional setting;

- Ability to collaborate with law enforcement as well as how any joint venture or association would be structured;
- A description of not more than three projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each. Descriptions should be limited to one page for each project. If joint consultants or sub consultants are proposed provide the above information for each;
- Organizational chart that shows how the service fits into the firm’s organization; and
- List of Board of Directors and dates of 2025 Board meetings. Please also indicate which meetings were open to the public per Chapter 12L of the S. F. Administrative code.

5. **Team Qualifications (up to 4 pages, not including organizational chart)**

- Provide a staffing plan for each of the following components:
  - Probable Cause review and Pretrial Risk Assessment
  - Alternatives to Pretrial Incarceration NAS, MS and ACM
  - Pretrial Diversion for persons charged with misdemeanors
  - Group Facilitation
- Show all positions that will contribute to providing the scope of work, including the position title, a summary of the position duties, the level of experience and education required for the position, whether the position is now filled, and the proposed hourly rate of pay. If the position is filled, provide the years of experience and educational background of the incumbent. Use the format defined below.
- Use the format defined below.

<u>Position Title</u>	<u>Position Duties</u>	<u>Level of Experience Required</u>	<u>Education Required</u>	<u>Filled</u>	<u>FTE Equivalent</u>	<u>Proposed Hourly Rate of Pay</u>
<u>Example: RFP Coordinator</u>	<u>Coordinate all Office RFP processes, including working with staff to develop Scope of Work, developing selection criteria, and administering process</u>	<u>3 years of equivalent work experience</u>	<u>Bachelor’s Degree in related field, Master’s Degree in related field may substitute for 1 year of experience</u>	<u>YES</u>	<u>1 FTE</u>	<u>\$X.XX</u>

The proposal 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 below.

The evaluation Panel will evaluate each written proposal meeting the minimum qualifications and requirement on a **50** point scale.

The Evaluation Panel will award points for each criteria on a scale of **1 to 10**, according to the following scale **(1-3)** Does Not Meet SFSO Expectations, **(4-6)** Meets SFSO Expectation, **(7-10)** Exceeds SFSO Expectations. Panelist’s scores for each criteria will be summed to obtain a total score for each Panelist. The scores of each Panelist will be averaged to obtain a total written score for each proposal. Scoring criteria are defined below.

<b>Written Evaluation Criteria</b>	<b>Max Score</b>
Understanding of each component and the tasks to be performed, etc.	10
Firm’s organizational structure is appropriate to effectively deliver Scope of Work	10
Proposed staffing plan is appropriate to provide the Scope of Work for each component	10
Firm’s information management systems are appropriate for necessary data collection and analysis	10
Budget proposal demonstrates an efficient use of resources	10
<b>Total</b>	<b>50</b>

**VII. BUDGET PROPOSAL (Pass/Fail)**

**A. Price Proposal Format and Allocation of Points**

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

**B. Budget Proposal Evaluation Period**

The City will attempt to evaluate Price Proposals within one-hundred eighty (180) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

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

- a. Proposers must provide a detailed labor budget, where all project staff provide services directly to the client or directly supervise staff providing client services.
- b. Proposers may request up to 20% of their total labor budget, including benefits, in operational overhead. Overhead includes support staff such as administrative assistants, finance staff, and executive officers.
- c. Proposers must list all sub-contractors, describe the service provided, the hourly sub-contracting rate, and the maximum budgeted amount for each sub-contractor. Sub-contractors are not included in the labor budget. These services are not considered overhead.

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.

**C. Price Discrepancies**

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

**D. Reserved. (Proposing on Separate Items or in Aggregate(s)).**

**E. Reserved (Application of Discounts for Evaluating Lowest Responsive Proposer).**

**VIII. ORAL INTERVIEWS (15 POINTS)**

The Evaluation Panel will hold oral interviews with the top two scoring Proposers that have met the Minimum Qualifications and whose Written Proposals received a score of at least 35 Points. Prior to Oral interviews, the City will send a letter to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers’ key/lead team members and to exclude, for example, sub-consultants on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers’ and key/lead team members’ qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer’s responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers **at least one week prior to the date of interview** to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer’s responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer’s presentation and responses.

In the oral section, the segments will be rated on a 1-5 scale as follows: (1-2) Does not meet SFSO expectations, (3-4) Meets SFSO expectations, (5) Exceeds SFSO expectations. The scores of the individual committee members will be averaged to obtain a score. The segments in the oral presentation are as follows:

Oral Presentation Evaluation Criteria	Max Score
Agency provides clear presentation of program goals and objectives for each component	5
Agency provides clear description of management and staff qualifications and experience	5
Agency has appropriate measure for tracking impact of services	5

Total	15
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The RFP Coordinator will sum the written proposal score and the oral presentation score to calculate the total proposal score. The proposer with the highest total proposal score will be notified of the Intent to Award. SFSO reserves the right to withhold an award or to make a partial award.

**IX. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION**

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

<b>RSD #1</b>	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
<b>RSD #2</b>	<b>Completed Proposal Attachments:</b> <input type="checkbox"/> Attachment 6: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 7: First Source Hiring Form <input type="checkbox"/> Attachment 8: Sweatfree Contracting Form(s) P-12U-A
<b>RSD #3</b>	Insurance in accordance with Article 5 of Attachment 1, City’s Contract Terms.
<b>RSD #4</b>	<b>Non-Profit Entities:</b> If Proposer is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds: (1) a statement describing Proposer’s efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and (2) a summary and disposition of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.  <i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent agreement reached on the basis of the Proposal.</i>

**X. FAILURE TO PROVIDE INSURANCE AND/OR BONDS**

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice

to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection). The proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

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

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). These Social and Economic Policy Requirements can be found in Attachment 1, City's Contract Terms, which Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

### **A. Nondiscrimination Requirements**

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

### **B. Payment of Prevailing Wages**

Services to be performed by an awarded Contractor under this Solicitation will involve the performance of work covered by the California Labor Code Sections 1720 and 1782, (collectively, "Covered Services"), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

### **C. Health Care Accountability Ordinance (HCAO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121 For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article

121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

#### **D. Minimum Compensation Ordinance (MCO)**

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

#### **E. First Source Hiring Program**

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

#### **F. Reserved (Sweatfree Procurement).**

#### **G. Non-Profit Entities**

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

#### **H. Other Social Policy Provisions**

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

## XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

### A. How to Register as a City Supplier

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

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

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

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

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

### B. Proposal Questions and Submissions

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

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>. You must submit an electronic version of the documents, which includes the Proposal in Word and PDF format and the Budget Proposal in Excel format, one excel book per fiscal year.

#### 2. Proposal Format

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

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

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

#### C. RFP Addenda

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

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

#### D. Public Disclosure

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

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

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

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

## **F. Proposal Selection Shall not Imply Acceptance**

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

## **G. Cybersecurity Risk Assessment**

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

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

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

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

## **H. Solicitation Errors and Omissions**

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

## **I. Objections to Solicitation Terms**

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

## **J. Protest Procedures**

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

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

### **2. Protest of Non-Responsible Determination**

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

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

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

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

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

#### **K. Proposal Term**

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

#### **L. Revision to Proposal**

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

#### **M. Proposal Errors and Omissions**

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

#### **N. Financial Responsibility**

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

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

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

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

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person

with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

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

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

**P. Reservations of Rights by the City**

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

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

**Q. No Waiver**

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

**R. Other**

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

- a. Any condition set forth in this Solicitation;

b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and

c. Delivery time(s).

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

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

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

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



# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE  
ROOM 456, CITY HALL  
SAN FRANCISCO, CALIFORNIA 94102



**Paul M. Miyamoto**  
SHERIFF

February 20, 2026

## **Bid Addendum No. 01** Request for Proposal No. SHF2026-01 / Sourcing Event #0000011465 Pretrial Services

**TO: ALL Proposers**

A. \*Please note the following change to the funding distribution of the RFP:

**The RFP currently reads under Section I. C. Anticipated Contract Not to Exceed Amount, on page 2:**

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of **\$21,869,499** for the initial term. All funding is contingent upon the availability of funds for every fiscal year covered under this RFP, satisfactory program performance, and demonstrated need for the proposed services. This amount is based on City’s estimated spend over the advertised initial contract term. Should City’s actual spend exceed its estimated spend for the initial term, City may in its sole discretion increase the contract NTE for the initial term. Should City exercise its options to extend the contract beyond the initial term, City may also elect to increase the NTE proportionally.

**This Addendum is to advise under Section I. C. Anticipated Contract Not to Exceed Amount on page 2 has been changed to the following:**

(See changes in red font)

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of **\$22,532,145** for the initial term. All funding is contingent upon the availability of funds for every fiscal year covered under this RFP, satisfactory program performance, and demonstrated need for the proposed services. This amount is based on City’s estimated spend over the advertised initial contract term. Should City’s actual spend exceed its estimated spend for the initial term, City may in its sole discretion increase the contract NTE for the initial term. Should City exercise its options to extend the contract beyond the initial term, City may also elect to increase the NTE proportionally.

B. \*Please note the following change to the proposal submission requirement of the RFP:

**The RFP currently reads under Section IX. Supporting Documentation Required Prior To Contract Execution on page 15:**

RSD #2 Completed Proposal Attachments:

- Attachment 6: HCAO and MCO Declaration Forms
- Attachment 7: First Source Hiring Form
- Attachment 8: Sweatfree Contracting Form(s) P-12U-A

**This Addendum is to advise under Section IX. Supporting Documentation Required Prior To Contract Execution on page 15 has been changed to the following:**

(See changes in red font)

RSD #2 Completed Proposal Attachments:

- Attachment 6: HCAO and MCO Declaration Forms
- Attachment 7: First Source Hiring Form
- ~~Attachment 8: Sweatfree Contracting Form(s) P-12U-A~~

If you have already submitted a bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above.

You must submit this Bid Addendum signed and dated as a PDF and include in bid proposal. Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgment of receipt:

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Print Name and Company Name



# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE  
ROOM 456, CITY HALL  
SAN FRANCISCO, CALIFORNIA 94102



**Paul M. Miyamoto**  
SHERIFF

February 20, 2026

## Questions and Answers No. 01

Request for Proposal No. SHF2026-01 / Sourcing Event #0000011465  
Pretrial Services

**TO: ALL Proposers**

\*This document lists question(s) raised by bidders regarding RFP #SHF2026-01 at the Pre-Bid Conference on February 13, 2026, and question(s) submitted by February 18, 2026:

**1. Does this mean Pretrial is not moving to probation?**

*The San Francisco Sheriff's Office intends to award a contract with a non-profit contractor to deliver Pretrial Services.*

**2. Regarding MQ #1, if our organization has no proposed changes to the City's contract terms, are we required to submit a memo affirming that, or is not submitting any redlines sufficient?**

*A memo is not required if there are no proposed changes to the City's contract terms. In such cases, no response is necessary.*

**3. Regarding RSD1, what types of documentation are acceptable as evidence for items 131 and 132? Would a memo on letterhead suffice, or are there preferred document types (e.g., handbooks, internal policy)?**

*Please provide your City Supplier ID and a memo on letterhead self-certifying your compliance with San Francisco Labor and Employment Code Articles 131 and 132.*

*For new vendors, please visit the following website and complete the Equal Benefits certification.*  
<https://www.sf.gov/comply-equal-benefits-program>

4. **Regarding MQ #6, does our 501(c)(3) verification alone satisfy this requirement, or is a memo on letterhead affirming an active Board of Directors and Executive Director also needed?**

*The 501(c)(3) verification alone will satisfy this requirement.*

5. **Regarding MQ #7, is addressing our experience with those impacted by the criminal system within the proposal narrative sufficient, or would you recommend an in-text citation or additional supporting documentation?**

*We recommend including an in-text citation or a brief statement outlining the relevant experience. You may provide one memo to cover proof of all MQs.*

6. **Regarding MQ #8, would a memo on letterhead providing our City vendor number be sufficient proof of being an approved City vendor?**

*Yes, providing your City vendor number is sufficient proof of being an approved City vendor. You may provide one memo to cover proof of all MQs.*

7. **Regarding Attachment 8, it is referenced under RSD2 on page 15 but does not appear in the attachment list on page 1 or in the Comments and Attachments section. Could you confirm whether it is still part of this RFP and provide the document if so?**

*Attachment 8 is not required for the RFP. Please refer to Bid Addendum No. 01.*

If you have already submitted a bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above.

You must submit this Questions and Answers signed and dated as a PDF and include in bid proposal. Any amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgment of receipt:

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Print Name and Company Name



POLICY NUMBER: OPS1586537

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

**Name of Additional Insured Person(s) or Organization(s)**

City and County of San Francisco, Its officers, agents and employees  
Attn: Tessie Tina  
1 Dr. Carlton B. Goodlett Place  
City Hall Room 456  
San Francisco, CA 94102

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations;
- or
- B. In connection with your premises owned by or rented to you.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Miata Brooks	
Relation Insurance Services		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
2300 Contra Costa Blvd		<b>E-MAIL ADDRESS:</b> miata.brooks@relationinsurance.com	
Suite 525		<b>INSURER(S) AFFORDING COVERAGE</b>	
Pleasant Hill CA 94523		<b>INSURER A:</b> At-Bay Specialty Insurance	<b>NAIC #</b> 19607
<b>INSURED</b>		<b>INSURER B:</b>	
San Francisco Pretrial Diversion Project		<b>INSURER C:</b>	
236 8th Street Suite F		<b>INSURER D:</b>	
San Francisco CA 94103		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 26/27 Editable**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
	OTHER:						GENERAL AGGREGATE \$
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OTHER:						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Cyber Liability			AB-6707654-04	03/01/2026	03/01/2027	Aggregate Retention - \$25K 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Cyber Liability

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE  
CITY HALL, ROOM 456  
SAN FRANCISCO, CALIFORNIA 94102



**Paul M. Miyamoto**  
SHERIFF

March 11, 2026

## NOTICE OF INTENT TO AWARD A CONTRACT

The City has completed its evaluation of **Bid Proposal 0000011465** Title: **SHF2026-01 Pretrial Services**, and intends to award the contract to the bidder listed below:

### **San Francisco Pretrial Diversion Project**

The City is providing this notification to you pursuant to the rules and regulations pertaining to the San Francisco Administrative Code, Section 21.3(i).

Protests on the intended award of this contract must be received by the Purchaser listed below no later than the close of business on **Monday, March 16, 2026**.

All protests must be submitted electronically by email to [Patricia.E.Martinez@sfgov.org](mailto:Patricia.E.Martinez@sfgov.org), dated, and must cite that law, rule, local ordinances, procedure or bid provision on which the protest is based.

Further information on these procedures is available on the Office of Contract Administration home page at [www.sfgov.org/oca/](http://www.sfgov.org/oca/).

Regards,

*Patricia E. Martinez (MPP/MBA)*

Principal Administrative Analyst  
San Francisco Sheriff's Office - Programs  
San Francisco, CA 94103

RFP# SHF2026-01 / Event #0000011465

Pretrial Services

Accumulated Proposal Scoring Summary

Pretrial Services	Max Pts	Felton Institute	SF Pretrial Diversion Project
<b>Written Proposal (50 total possible points)</b>			
Understanding of each component and the tasks to be performed, etc.	10	5.00	9.33
Firm's organizational structure is appropriate to effectively deliver Scope of Work	10	5.33	9.66
Proposed staffing plan is appropriate to provide the Scope of Work for each component	10	5.33	9.66
Firm's information management systems are appropriate for necessary data collection and analysis	10	5.66	8.00
Budget proposal demonstrates an efficient use of resources.	10	6.66	8.66
<b>Total Points - Written Proposal</b>	<b>50</b>	<b>27.98</b>	<b>45.31</b>
<b>Round to nearest tenth</b>		<b>28.0</b>	<b>45.3</b>
<b>Oral Interview (0 Total Points Possible)</b>	<b>** None</b>	n/a	n/a
<b>**Minimum Written Proposal Score requirement of 35 points not met</b>			
<b>Accumulated Proposal Score (50 Points Possible)</b>	<b>50</b>	<b>28.0</b>	<b>45.0</b>

## Marquez, Lorena (SHF)

---

**From:** The Civil Service Commission <ccsfdt@service-now.com>  
**Sent:** Wednesday, April 22, 2026 3:56 PM  
**To:** Martinez, Patty (SHF); Marquez, Lorena (SHF); Riker, Alissa (SHF)  
**Subject:** SHF [DHRPSC0006189] was approved by CSC on 2026-04-20



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

### NOTICE OF CIVIL SERVICE COMMISSION ACTION

Hello Patty Martinez,

At its meeting on **2026-04-20 14:00:00 PDT**, the Civil Service Commission had for its consideration the SHF PSC [DHRPSC0006189].

The Civil Service Commission, APPROVED PSC [DHRPSC0006189] on 2026-04-20.

**CSC Approval Type: Conditional Approval Granted**

#### **Relevant Comments:**

**Report Back Date:** 2028-04-17

**Report Back Reason:** Approved PSC #DHRPSC0006189 v0.01 with the condition to report back to the Commission in two (2) years on continued discussions with the union. (Vote of 5 to 0)

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.

**NOTE: It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.**

### **CIVIL SERVICE COMMISSION**

**Sandra Eng | Executive Officer**

#### **PSC Summary**

=====

**Record Number:** DHRPSC0006189 v 1.0

**Description of Proposed Work:** San Francisco Sheriff's Office is seeking to contract Pretrial Services.

**Request Type:** New

**Approval Type:** CSC Approval

**CSC Review Reason(s):**

✔ CSC Approval by Amount

**Submitting Department:** SHF

**Dept PSC Coordinator:** Patty Martinez

**Dept PSC Coordinator Email:** patricia.e.martinez@sfgov.org

**DHR Admin/Reviewer:** Suzanne Choi

**CSC Admin/Reviewer:** Elizabeth Aldana

**PSC Amount:** \$38,702,713.00

**PSC Duration (months):** 60

**Funding Source(s):** City Funds

**Scope of Work:** The San Francisco Sheriff's Office is seeking for a qualified supplier to provide Pretrial Services, that offers robust programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include: -Probable Cause review -Pretrial Risk Assessment -Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk -Pretrial Diversion for persons charged with misdemeanors -Group Facilitation

**Job Class(es):** 2910 - Social Worker, 2913 - Program Specialist, 2914 - Social Work Supervisor, 2916 - Social Work Specialist, 2917 - Program Support Analyst, 8108 - Senior Legal Process Clerk, 0922 - Manager I

**PSC Justification(s)**

=====

✔ Services requiring specialized expertise, knowledge experience

[Take me to the PSC Record](#)

Ref:TIS6612192\_5kgcPJf62whm77lwKylH



# Civil Service Commission CITY AND COUNTY OF SAN FRANCISCO

## CIVIL SERVICE COMMISSION REPORT TRANSMITTAL (FORM 22)

Refer to Civil Service Commission Procedure Number Two for Instructions on Completing and Processing this Form

1. Civil Service Commission Register Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
2. For Civil Service Commission Meeting of: April 20, 2026
3. Check One:
  - Ratification Agenda
  - Consent Agenda
  - Regular Agenda
  - Human Resources Director's Report
4. Subject: URGENT REQUEST FOR CSC REVIEW OF DHRPSC 0006189
5. Recommendation:
6. Report prepared by: PATRICIA MARTINEZ Telephone number: 628.272.3847
7. Notifications: (Attach a list of the person(s) to be notified in the format described in Civil Service Commission Procedure Number Two).

8. Reviewed and approved for Civil Service Commission Agenda:

Human Resources Director: CAROL ISEN (APPROVED BY LAVERNA HOLMES)  
 Date: April 14, 2026 4/13/26

9. Submit the original time-stamped copy of this form and person(s) to be notified (see Item 7 above) along with the required copies of the report to:

**Executive Officer**  
**Civil Service Commission**  
**25 Van Ness Avenue, Suite 720**  
**San Francisco, CA 94102**

10. Receipt-stamp this form in the ACSC RECEIPT STAMP box to the right using the time-stamp in the CSC Office.

<b>CSC RECEIPT STAMP</b>

Attachment

CSC BUNDLE FOR SHFDHRPSC 0006189



# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE  
ROOM 456, CITY HALL  
SAN FRANCISCO, CALIFORNIA 94102



**PAUL MIYAMOTO  
SHERIFF**

April 13, 2026

Sandra Eng  
Executive Officer  
Civil Service Commission  
25 Van Ness Avenue, Suite 720  
San Francisco, CA 94102

Subject: Urgent Request to Place DHRPSC0006189 on April 20, 2026 CSC Agenda

Dear Ms. Eng,

My name is Patricia Martinez, I am the Contract Administrator at the Sheriff's Office (SFSO). I am writing to respectfully request that DHRPSC0006189 be placed on the Civil Service Commission's April 20, 2026 agenda. The PSC is for the Sheriff's Office to enter into a formal agreement to procure Pretrial Services.

This contract is of critical importance to the Sheriff's Office, as it will allow the City to continue providing essential pretrial services that support alternatives to detention and help manage jail population levels. These services are a key component of the City's broader public safety strategy and are necessary to maintain continuity of care and supervision for individuals involved in the justice system.

The Sheriff's Office initiated the required union notification process on March 13, 2026, for DHRPSC0006189 and has made diligent efforts to engage with all applicable labor unions. Despite repeated outreach and good faith efforts to secure union waivers, we were unable to obtain all required responses in time to meet the April 9, 2026 deadline for submission.

Given the essential nature of these services and the need to have a contract in place by July 2026 to avoid service disruption, we respectfully request consideration for inclusion on the April 20, 2026 CSC agenda. Delaying review would significantly impact the City's ability to ensure continuity of pretrial services and could result in increased reliance on detention.

We appreciate your time and consideration of this request and are available to provide any additional information as needed.

Patricia Martinez  
Contract Administrator  
San Francisco Sheriff's Office

Phone: 415 554-7225 Fax: 415 554-7050  
Website: sfsheriff.com Email: sheriff@sfgov.org

# Personal Service Contract Summary (PSC Form 1)

## PSC Basic Information

**Submitting Department:** SHF

**Submitted By:** Patty Martinez

**Department Coordinator:** Patty Martinez,  
patricia.e.martinez@sfgov.org

**Project Manager:** Alissa Riker

**ServiceNow Number:** DHRPSC0006189

**Version:** 0.01

**Version Type:** New

**Brief description of proposed work:** San Francisco Sheriff's Office is seeking to contract Pretrial Services.

## Review Type and Reason

**CSC Review Required:** Yes

**CSC Review Reason(s):**

- Requires CSC Approval by Amount

## Amount

**PSC Amount:** \$38,702,713

**Does contract include items other than services?:** No

## Duration

**Is PSC by Duration or Continuing:** Duration

**PSC Duration (Months):** 60

## Funding

**Funding Source:** City Funds

**Special circumstances related to funding:** No

## Scope of Work

**Clearly describe scope and detail the services to be performed:** The San Francisco Sheriff's Office is seeking for a qualified supplier to provide Pretrial Services, that offers robust programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include:

- Probable Cause review
- Pretrial Risk Assessment
- Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk

- Pretrial Diversion for persons charged with misdemeanors
- Group Facilitation

**Why are these services required and what are the consequences of denial?:** This Pretrial Services contract provides critical information to the Court for their consideration when determining whether arrested persons remain in custody or are released while their charges are pending. In addition, this contract provides supervision for released persons and progress reports for the Court on compliance with release conditions.

**Has your department contracted out these services in the last three years?:** Yes. See attached list of contracts entered into for these or similar services in the last 3 years.

**How many contracts?:** 1

**Why have you not hired City employees to perform the services?:** San Francisco has invested in a non-profit staff of criminal history specialists that prepare work ups and risk assessments for the court and case managers who link clients to services and monitor court compliance.

### Board and Commission Approvals

**Will any contracts under this PSC require department Commission approval:** Department does not have a Commission

**Will any contracts under this PSC require Board of Supervisors approval:** Yes

**Provide details related to contracts for which BOS approval will be required?:** Contract will be over \$10M threshold requiring BOS approval.

### Justification

**Q1 - Are there any regulatory or legal requirements supporting outsourcing of this work?:**  
No

**Q2 - Does performing these services cause a conflict of interest?:** No

**Q3 - Are these proprietary services City is not authorized to do?:** No

**Q4 - Does City lacks necessary facilities/equipment?:** No

**Q5 - Are the services required on a temporary basis or on a long-term basis?:** Long-term Basis

**Q5a) Are the services required on an as-needed, intermittent, or periodic basis?:** No

**Q5b) Do the services require specialized expertise, knowledge experience?:** Yes

**Q5b1) Describe the specialized skills and expertise required to perform the services:** This Pretrial Services contract provides critical information to the Court to assist in determining whether arrested individuals remain in custody or are released while charges are pending. Furthermore, this contract provides direct supervision for released persons and deliver progress reports to the Court regarding compliance with all release conditions.

**Q5c) Does City have classifications with the required specialized skills or expertise?:** No

**Q5c1) Should City develop a classification to perform these services?:** No

**Q5c2) Explain why new a job classification is not feasible:** Proposed services require subject matter expertise that is currently not available within the City. Services have been provided via a Grant Contract with the Sheriff's Office for years.

**Q5d) Will contractor directly supervise City employees?:** No

**Q5e) Will contractor train City employees?:** No

**Q5e1) Explain why training of City employees is not required:** All services will be provided by contractor employees.

**Q5f) Is there a plan to transition this work back to the City?:** No

**Q5f1) Explain why the work will not be transitioned back to the City:** San Francisco has successfully provided this service through a partnership with an community based non-profit for almost fifty years. This model is supported by criminal justice advocates. Any change to provide this work with a new civil service class would need to take this history into account.

**Additional information to support your request (Optional):**

**Union Notifications**

**Job Class(es):** 2914 - Social Work Supervisor, 2913 - Program Specialist, 2917 - Program Support Analyst, 2910 - Social Worker, 8108 - Senior Legal Process Clerk, 2916 - Social Work Specialist, 0922 - Manager I

**Labor Unions:** 351 - Municipal Exec Assoc-Misc, 535 - SEIU 1021, 790 - SEIU, Local 1021, Misc

**Labor Union Email Addresses:** staff@sfmea.com, PSCreview@seiu1021.org, PSCreview@seiu1021.org

**Union Review Sent On:** 3/13/2026

**Union Review End Date:** 4/12/2026

**Union Review Duration Met On:** 4/12/2026



SHF [DHRPSC0006189] submitted for Union Review

From CCSF IT Service Desk <ccsfdt@service-now.com>

Date Fri 3/13/2026 2:13 PM

To DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; staff@sfmea.com <staff@sfmea.com>; Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>; Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>

2 attachments (610 KB)

PSC Submission List of Previously Approved Contracts - 3.13.26.xlsx; SHF DHRPSC00006189 PSC Summary -Pre Union.pdf;

Hello union representatives,

SHF is requesting your review of PSC [DHRPSC0006189]. Please see relevant details of this request below and in the attached document(s). **Should you have any questions or objections, please state them by replying all to this email by 2026-04-12.**

**PSC Summary**

=====

**Record Number:** DHRPSC0006189 v 0.01

**Description of Proposed Work:** San Francisco Sheriff's Office is seeking to contract Pretrial Services.

**Request Type:** New

**Approval Type:** CSC Approval

**CSC Review Reason(s):**

- CSC Approval by Amount

**Submitting Department:** SHF

**Dept PSC Coordinator:** Patty Martinez

**Dept PSC Coordinator Email:** patricia.e.martinez@sfgov.org

**PSC Amount:** \$38,702,713.00

**PSC Duration (months):** 60

**Funding Source(s):** City Funds

**Scope of Work:** The San Francisco Sheriff's Office is seeking for a qualified supplier to provide Pretrial Services, that offers robust programming with a continuum of pretrial supervision options. SFSD is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include: -Probable Cause review -Pretrial Risk Assessment -Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk -Pretrial Diversion for persons charged with misdemeanors -Group Facilitation  
**Job Class(es):** 2910 - Social Worker, 2913 - Program Specialist, 2914 - Social Work Supervisor, 2916 - Social Work Specialist, 2917 - Program Support Analyst, 8108 - Senior Legal Process Clerk, 0922 - Manager I  
**Labor Unions:** 535 - SEIU 1021, 790 - SEIU, Local 1021, Misc, 351 - Municipal Exec Assoc-Misc

**PSC Justification(s)**

=====

- Services requiring specialized expertise, knowledge experience

Ref:TIS6521447\_nlxPLpD59XeKJpk12JV

REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

From Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>
Date Tue 3/17/2026 11:09 AM
To staff@sfmea.org <staff@sfmea.org>; PSCreview@seiu1021.org <PSCreview@seiu1021.org>
Cc Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>

Local 1021

2 attachments (610 KB)
PSC Submission List of Previously Approved Contracts - 3.13.26.xlsx; SHF DHRPSC00006189 PSC Summary -Pre Union.pdf;

Hello Union Representatives,

We are requesting a waiver of the 30-day notice requirement for an upcoming Personal Services Contract (PSC). The Sheriff's Office is seeking a qualified provider to deliver Pretrial Services with a robust continuum of supervision and programming options.

It is critical that this PSC be heard at the April 20, 2026 meeting to ensure continuity of services. To meet the submission deadline and we respectfully request your review and waiver as soon by April 1, 2026.

Please let me know if you have any questions or need additional information.

Patricia E. Martinez (MPP/MBBA)
Principal Administrative Analyst
San Francisco Sheriff's Office - Programs
San Francisco, CA 94103

From: CCSF IT Service Desk <ccsfdt@service-now.com>
Sent: Friday, March 13, 2026 2:12 PM
To: DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>; Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>; PSCreview@seiu1021.org <PSCreview@seiu1021.org>
Subject: SHF [DHRPSC0006189] submitted for Union Review

Hello union representatives,

SHF is requesting your review of PSC [DHRPSC0006189]. Please see relevant details of this request below and in the attached document(s). Should you have any questions or objections, please state them by replying all to this email by 2026-04-12. If you would like to request a factfinder review for this PSC, please submit the PSC factfinder review request form within 5 days of your initial meeting with the department.

PSC Summary

Record Number: DHRPSC0006189 v 0.01
Description of Proposed Work: San Francisco Sheriff's Office is seeking to contract Pretrial Services.

Request Type: New

Approval Type: CSC Approval
CSC Review Reason(s):
CSC Approval by Amount

Submitting Department: SHF
Dept PSC Coordinator: Patty Martinez
Dept PSC Coordinator Email: patricia.e.martinez@sfgov.org
PSC Amount: \$38,702,713.00
PSC Duration (months): 60
Funding Source(s): City Funds

Scope of Work: The San Francisco Sheriff's Office is seeking for a qualified supplier to provide Pretrial Services, that offers robust programming with a continuum of pretrial supervision options. SF SO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include: -Probable Cause review -Pretrial Risk Assessment -Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk -Pretrial Diversion for persons charged with misdemeanors -Group Facilitation
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PSC Justification(s)

Services requiring specialized expertise, knowledge experience

Ref:TIS6521448\_V8yAWM9Rolbv9SpQY00i

REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

From Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>  
Date Tue 3/17/2026 11:11 AM  
To staff@sfmea.com <staff@sfmea.com>  
Cc Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>

MEA Union

2 attachments (610 KB)

PSC Submission List of Previously Approved Contracts - 3.13.26.xlsx; SHF DHRPSC00006189 PSC Summary -Pre Union.pdf;

Hello Union Representatives,

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Patricia E. Martinez (MPP/MBR)  
Principal Administrative Analyst  
San Francisco Sheriff's Office - Programs  
San Francisco, CA 94103

From: CCSF IT Service Desk <ccsfdt@service-now.com>  
Sent: Friday, March 13, 2026 2:12 PM  
To: DHR-Personal Services Contracts <DHR-PersonalServicesContracts@sfgov.org>; Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>; Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>; PSCreview@seiu1021.org <PSCreview@seiu1021.org>  
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Sent: Tuesday, March 17, 2026 11:09 AM  
To: staff@sfmea.org <staff@sfmea.org>; PSCreview@seiu1021.org <PSCreview@seiu1021.org>  
Cc: Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>  
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Date: Mon 3/23/2026 2:37 PM  
To: staff@sfmea.com <staff@sfmea.com>  
Cc: Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>

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**Sent:** Tuesday, March 17, 2026 11:11:23 AM  
**To:** staff@sfmea.com <staff@sfmea.com>  
**Cc:** Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>  
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Re: REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

From: Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>  
Date: Wed 4/1/2026 11:20 AM  
To: De'Marea Brandy <DeMarea.Brandy@seiu1021.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>  
Cc: Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>; Leung, Patrick (SHF) <patrick.n.leung@sfgov.org>

Hi,

The current contract expires 06/30/2026. This contract would be for 36 months with options to extend up to 60 months.

The reason we're seeking a waiver is to hopefully avoid any disruption to services and have a contract start date of 7/1/2026.

**From:** De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
**Sent:** Wednesday, April 1, 2026 10:28 AM  
**To:** Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>  
**Cc:** Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>; Leung, Patrick (SHF) <patrick.n.leung@sfgov.org>  
**Subject:** Re: REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

For clarity, this is a request to expand the funding available for the current contract, or renew the contract for another 60mo's?

In solidarity,  
De'Marea Brandy  
Field Representative  
SEIU 1021  
(415) 498-4431  
demarea.brandy@seiu1021.org

**From:** Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>  
**Sent:** Wednesday, April 1, 2026 9:04 AM  
**To:** Najuwanda Daniels <Najuawanda.Daniels@seiu1021.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>; De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
**Cc:** Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>; Leung, Patrick (SHF) <patrick.n.leung@sfgov.org>  
**Subject:** Re: REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

Some people who received this message don't often get email from patricia.e.martinez@sfgov.org. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Najuwanda and Brandy,

I hope all is well. Following up on our request for a waiver of the 30-day notice requirement for an upcoming Personal Services Contract (PSC). It is critical that this PSC be heard at the April 20, 2026 meeting to ensure continuity of services. To meet the submission deadline and we respectfully request your review and waiver **by April 3, 2026**.

Best,

Patty

**From:** Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>  
**Sent:** Thursday, March 26, 2026 11:32 AM  
**To:** Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>; De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
**Cc:** Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>; Leung, Patrick (SHF) <patrick.n.leung@sfgov.org>  
**Subject:** Re: REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

Hi Najuwanda and Brandy,

Thank you for your review and for raising these concerns.

The Pretrial Services contract is designed to provide a highly specialized scope of work that requires distinct subject matter expertise, operational independence, and program infrastructure that are not reflected within existing SEIU classifications, including 2910 – Social Worker, 2913 – Program Specialist, 2914 – Social Work Supervisor, 2916 – Social Work Specialist, 2917 – Program Support Analyst, and 8108 – Senior Legal Process Clerk.

Specifically, the contract requires:

- Expertise in Pretrial risk assessment tools and release decision-making frameworks
- Experience operating within a neutral, non-law enforcement-community based pretrial model
- Capacity to deliver court-based services, supervision, and client engagement across a robust continuum of pretrial support
- Established data systems for real-time reporting, performance tracking, and compliance monitoring
- Organizational infrastructure to coordinate housing navigation, behavioral health linkages, and court reminder systems at scale

In response to concerns regarding potential impacts to current 8420 classifications within the Sheriff's Office, the intent of this contract is not to displace, modify, or add to the workload of existing staff. Rather, the contracted provider will operate as a complementary and independent entity responsible for delivering pretrial services externally. Sheriff's Office staff will continue to perform their current roles, and no changes to job duties, classifications, or expectations are anticipated as a result of this contract.

Please let me know if additional clarification would be helpful.

**From:** Najuwanda Daniels <Najuawanda.Daniels@seiu1021.org>  
**Sent:** Wednesday, March 25, 2026 3:59 PM  
**To:** Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>; staff@sfmea.org <staff@sfmea.org>; PSCreview <PSCreview@seiu1021.org>; De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
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Hi,

SEIU does not waive review for this PSC without a full explanation of why and the impacts if any to the 8420 class and essential functions.

Also, please be advised you did not include the current SEIU union representative (added) [@De'Marea Brandy](#).

In Solidarity,

**Naj Daniels**  
SF Field Supervisor  
Member Resource Center (MRC): 1-877-687-1021  
Desk: 415-848-3645  
SF Main Office: 415-848-3611

Sign up to become a Union Member! <http://join1021.org?LUID=NDaniels>



Stand Up for SF. Save Public Services: <https://www.standupforsf.com/>

Sign up for text alerts for updates from the union. <https://www.seiu1021.org/text-me>

Check out other SEIU Member Benefits: <https://www.seiumb.com/>

[Book time to meet with me](#)

This message contains information which may be confidential. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in or attached to the message. If you have received the message in error, please advise the sender by reply e-mail to [patricia.e.martinez@sfgov.org](mailto:patricia.e.martinez@sfgov.org) and delete the message.

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**Sent:** Monday, March 23, 2026 2:36 PM  
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San Francisco, CA 94103

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 Date Wed 4/1/2026 4:01 PM  
 To Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; PSCreview <PSCreview@seiu1021.org>; De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
 Cc Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>

Per CSC guidance, the review period for union notification for SEIU and L21 is 10 calendar days. The union notification for this PSC went out on 3/13/26. The 30-day waiver request is only applicable to MEA.

**Exhibit 1  
 PSC Approvals and Union Notification Periods (Effective July 1, 2025)**

Request Type	PSC Value and Duration	Approval Authority	Union Notification	DHR Posting	Civil Service
New	Total PSC less than or equal to \$100K + any duration	DHR	<ul style="list-style-type: none"> <li>SEIU and L21: 10 calendar days</li> <li>Others: 7 calendar days</li> <li>No Union Selected: 7 calendar days</li> </ul>	7 calendar days, runs concurrently with union notifications	None
New	Total PSC more than \$100K, but less than or equal to \$200K + any duration	DHR	<ul style="list-style-type: none"> <li>SEIU and L21: 10 calendar days</li> <li>Others: 30 calendar days</li> <li>No Union Selected: 7 calendar days</li> </ul>	7 calendar days, runs concurrently with union notifications	None
New	Total PSC more than \$200K + any duration	CSC	<ul style="list-style-type: none"> <li>SEIU and L21: 10 calendar days</li> <li>Others: 30 calendar days</li> <li>No Union Selected: 7 calendar days</li> </ul>	7 calendar days, runs concurrently with union notifications	CSC must receive packet at least 11 calendar days before desired meeting date.
Amendment	Total Amended PSC less than or equal to \$200K + any duration	DHR	<ul style="list-style-type: none"> <li>SEIU and L21: 10 calendar days</li> <li>Others: 7 calendar days</li> <li>No Union Selected: 7 calendar days</li> </ul>	7 calendar days, runs concurrently with union notifications	None
Amendment	Total Amended PSC exceeds \$200K for the first time + any duration	CSC	<ul style="list-style-type: none"> <li>SEIU and L21: 10 calendar days</li> <li>Others: 7 calendar days</li> <li>No Union Selected: 7 calendar days</li> </ul>	7 calendar days, runs concurrently with union notifications	CSC must receive packet at least 11 calendar days before desired meeting date

Patrick Leung  
 Chief Financial Officer  
 San Francisco Sheriff's Office  
 1 Dr. Carlton B. Goodlett Place  
 San Francisco, CA 94102  
[patrick.n.leung@sfgov.org](mailto:patrick.n.leung@sfgov.org)  
 415-818-3689

From: Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>  
 Sent: Wednesday, April 1, 2026 9:04 AM  
 To: Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>; De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
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 Subject: Re: REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

Hi Najuwanda and Brandy,

I hope all is well. Following up on our request for a waiver of the 30-day notice requirement for an upcoming Personal Services Contract (PSC). It is critical that this PSC be heard at the April 20, 2026 meeting to ensure continuity of services. To meet the submission deadline and we respectfully request your review and waiver **by April 3, 2026**.

Best,

Patty

From: Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>  
 Sent: Thursday, March 26, 2026 11:32 AM  
 To: Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>; De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
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Hi Najuwanda and Brandy,

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In response to concerns regarding potential impacts to current 8420 classifications within the Sheriff's Office, the intent of this contract is not to displace, modify, or add to the workload of existing staff. Rather, the contracted provider will operate as a complementary and independent entity responsible for delivering pretrial services externally. Sheriff's Office staff will continue to perform their current roles, and no changes to job duties, classifications, or expectations are anticipated as a result of this contract.

Please let me know if additional clarification would be helpful.

From: Najuwanda Daniels <Najuawanda.Daniels@seiu1021.org>  
 Sent: Wednesday, March 25, 2026 3:59 PM  
 To: Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>; De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
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Hi,

SEIU does not waive review for this PSC without a full explanation of why and the impacts if any to the 8420 class and essential functions.

Also, please be advised you did not include the current SEIU union representative (added) [@De'Marea Brandy](#).

In Solidarity,

**Naj Daniels**  
SF Field Supervisor  
Member Resource Center (MRC): 1-877-687-1021  
Desk: 415-848-3645  
SF Main Office: 415-848-3611


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Stand Up for SF. Save Public Services: <https://www.standupforsf.com/>

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Check out other SEIU Member Benefits: <https://www.seiumb.com/>

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---

**From:** Martinez, Patty (SHF) <[patricia.e.martinez@sfgov.org](mailto:patricia.e.martinez@sfgov.org)>  
**Sent:** Monday, March 23, 2026 2:36 PM  
**To:** [staff@sfmea.org](mailto:staff@sfmea.org); PSCreview <[PSCreview@seiu1021.org](mailto:PSCreview@seiu1021.org)>  
**Cc:** Marquez, Lorena (SHF) <[lorena.marquez@sfgov.org](mailto:lorena.marquez@sfgov.org)>; Leung, Mylan (SHF) <[mylan.luong@sfgov.org](mailto:mylan.luong@sfgov.org)>; Riker, Alissa (SHF) <[alissa.riker@sfgov.org](mailto:alissa.riker@sfgov.org)>  
**Subject:** Re: REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

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Good afternoon,

I hope all is well. Floating this email to the top of your inbox.

The Sheriff's Office is requesting a waiver of the 30-day notice requirement for an upcoming Personal Services Contract (PSC). It is critical that this PSC be heard at the April 20, 2026 meeting to ensure continuity of services. To meet the submission deadline and we respectfully request your review and waiver as soon **by April 1, 2026**.

Please let me know if you have any questions or need additional information.

---

**From:** Martinez, Patty (SHF) <[patricia.e.martinez@sfgov.org](mailto:patricia.e.martinez@sfgov.org)>  
**Sent:** Tuesday, March 17, 2026 11:09 AM  
**To:** [staff@sfmea.org](mailto:staff@sfmea.org) <[staff@sfmea.org](mailto:staff@sfmea.org)>; [PSCreview@seiu1021.org](mailto:PSCreview@seiu1021.org) <[PSCreview@seiu1021.org](mailto:PSCreview@seiu1021.org)>  
**Cc:** Marquez, Lorena (SHF) <[lorena.marquez@sfgov.org](mailto:lorena.marquez@sfgov.org)>; Leung, Mylan (SHF) <[mylan.luong@sfgov.org](mailto:mylan.luong@sfgov.org)>; Riker, Alissa (SHF) <[alissa.riker@sfgov.org](mailto:alissa.riker@sfgov.org)>  
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It is critical that this PSC be heard at the April 20, 2026 meeting to ensure continuity of services. To meet the submission deadline and we respectfully request your review and waiver as soon **by April 1, 2026**.

Please let me know if you have any questions or need additional information.

**Patricia E. Martinez (MPP/MBA)**  
Principal Administrative Analyst  
San Francisco Sheriff's Office - Programs  
San Francisco, CA 94103

---

**From:** CCSF IT Service Desk <[ccsfdt@service-now.com](mailto:ccsfdt@service-now.com)>  
**Sent:** Friday, March 13, 2026 2:12 PM  
**To:** DHR-Personal Services Contracts <[DHR-PersonalServicesContracts@sfgov.org](mailto:DHR-PersonalServicesContracts@sfgov.org)>; Martinez, Patty (SHF) <[patricia.e.martinez@sfgov.org](mailto:patricia.e.martinez@sfgov.org)>; Marquez, Lorena (SHF) <[lorena.marquez@sfgov.org](mailto:lorena.marquez@sfgov.org)>; Riker, Alissa (SHF) <[alissa.riker@sfgov.org](mailto:alissa.riker@sfgov.org)>; [PSCreview@seiu1021.org](mailto:PSCreview@seiu1021.org) <[PSCreview@seiu1021.org](mailto:PSCreview@seiu1021.org)>  
**Subject:** SHF [DHRPSC0006189] submitted for Union Review

Hello union representatives,

SHF is requesting your review of PSC [DHRPSC0006189]. Please see relevant details of this request below and in the attached document(s). **Should you have any questions or objections, please state them by replying all to this email by 2026-04-12. If you would like to request a factfinder review for this PSC, please submit the [PSC factfinder review request form](#) within 5 days of your initial meeting with the department.**

**PSC Summary**

=====

**Record Number:** DHRPSC0006189 v 0.01

**Description of Proposed Work:** San Francisco Sheriff's Office is seeking to contract Pretrial Services.

**Request Type:** New

**Approval Type:** CSC Approval

**CSC Review Reason(s):**

CSC Approval by Amount

**Submitting Department:** SHF

**Dept PSC Coordinator:** Patty Martinez

**Dept PSC Coordinator Email:** [patricia.e.martinez@sfgov.org](mailto:patricia.e.martinez@sfgov.org)

**PSC Amount:** \$38,702,713.00

**PSC Duration (months):** 60

**Funding Source(s):** City Funds

**Scope of Work:** The San Francisco Sheriff's Office is seeking for a qualified supplier to provide Pretrial Services, that offers robust programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include: -Probable Cause review -Pretrial Risk Assessment -Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk -Pretrial Diversion for persons charged with misdemeanors -Group Facilitation

**Job Class(es):** 2910 - Social Worker, 2913 - Program Specialist, 2914 - Social Work Supervisor, 2916 - Social Work Specialist, 2917 - Program Support Analyst, 8108 - Senior Legal Process Clerk, 0922 - Manager I

**Labor Unions:** 535 - SEIU 1021, 790 - SEIU, Local 1021, Misc, 351 - Municipal Exec Assoc-Misc

**PSC Justification(s)**

=====

🟢 Services requiring specialized expertise, knowledge experience

Ref:TIS6521448\_V8yAWM9Rolbv9SpQY00i

RE: REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

From Leung, Patrick (SHF) <patrick.n.leung@sfgov.org>  
Date Fri 4/3/2026 1:31 PM  
To Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>; staff@sfmea.com <staff@sfmea.com>; Criss Romero <criss@sfmea.com>; christina@sfmea.com <christina@sfmea.com>  
Cc Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>

Hi Criss, Christina,

The Sheriff's Office has submitted a PSC for our Pretrial Services contract and is requesting a waiver from MEA of the 30-day notice requirement so the item can be included in the next Civil Service Commission Meeting. If MEA has any questions or would like to have a quick meeting to discuss the matter, please let us know.

Thank you,

Patrick Leung  
Chief Financial Officer  
San Francisco Sheriff's Office  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
[patrick.n.leung@sfgov.org](mailto:patrick.n.leung@sfgov.org)  
415-818-3689

From: Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>  
Sent: Wednesday, April 1, 2026 11:21 AM  
To: De'Marea Brandy <DeMarea.Brandy@seiu1021.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>  
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Subject: Re: REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

Hi,

The current contract expires 06/30/2026. This contract would be for 36 months with options to extend up to 60 months.

The reason we're seeking a waiver is to hopefully avoid any disruption to services and have a contract start date of 7/1/2026.

From: De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
Sent: Wednesday, April 1, 2026 10:28 AM  
To: Martinez, Patty (SHF) <patricia.e.martinez@sfgov.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>  
Cc: Marquez, Lorena (SHF) <lorena.marquez@sfgov.org>; Leung, Mylan (SHF) <mylan.luong@sfgov.org>; Riker, Alissa (SHF) <alissa.riker@sfgov.org>; Leung, Patrick (SHF) <patrick.n.leung@sfgov.org>  
Subject: Re: REQUEST FOR REVIEW Fw: SHF [DHRPSC0006189] submitted for Union Review

For clarity, this is a request to expand the funding available for the current contract, or renew the contact for another 60mo's?

In solidarity,  
De'Marea Brandy  
Field Representative  
SEIU 1021  
(415) 498-4431  
[demarea.brandy@seiu1021.org](mailto:demarea.brandy@seiu1021.org)

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Sent: Wednesday, April 1, 2026 9:04 AM  
To: Najuwanda Daniels <Najuawanda.Daniels@seiu1021.org>; staff@sfmea.com <staff@sfmea.com>; PSCreview <PSCreview@seiu1021.org>; De'Marea Brandy <DeMarea.Brandy@seiu1021.org>  
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In Solidarity,

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SF Field Supervisor  
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SF Main Office: 415-848-3611

Sign up to become a Union Member! <http://join1021.org?LUID=NDaniels>



Stand Up for SF. Save Public Services: <https://www.standupforsf.com/>

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**Patricia E. Martinez (MPP/MBA)**  
Principal Administrative Analyst  
San Francisco Sheriff's Office - Programs  
San Francisco, CA 94103

---

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**Sent:** Friday, March 13, 2026 2:12 PM  
**To:** DHR-Personal Services Contracts <[DHR-PersonalServicesContracts@sfgov.org](mailto:DHR-PersonalServicesContracts@sfgov.org)>; Martinez, Patty (SHF) <[patricia.e.martinez@sfgov.org](mailto:patricia.e.martinez@sfgov.org)>; Marquez, Lorena (SHF) <[lorena.marquez@sfgov.org](mailto:lorena.marquez@sfgov.org)>; Riker, Alissa (SHF) <[alissa.riker@sfgov.org](mailto:alissa.riker@sfgov.org)>; PSCreview@seiu1021.org <[PSCreview@seiu1021.org](mailto:PSCreview@seiu1021.org)>  
**Subject:** SHF [DHRPSC0006189] submitted for Union Review

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**PSC Summary**

=====

**Record Number:** DHRPSC0006189 v 0.01

**Description of Proposed Work:** San Francisco Sheriff's Office is seeking to contract Pretrial Services.

**Request Type:** New

**Approval Type:** CSC Approval

**CSC Review Reason(s):**

CSC Approval by Amount

**Submitting Department:** SHF

**Dept PSC Coordinator:** Patty Martinez

**Dept PSC Coordinator Email:** [patricia.e.martinez@sfgov.org](mailto:patricia.e.martinez@sfgov.org)

**PSC Amount:** \$38,702,713.00

**PSC Duration (months):** 60

**Funding Source(s):** City Funds

**Scope of Work:** The San Francisco Sheriff's Office is seeking for a qualified supplier to provide Pretrial Services, that offers robust programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include: -Probable Cause review -Pretrial Risk Assessment -Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk -Pretrial Diversion for persons charged with misdemeanors -Group Facilitation

**Job Class(es):** 2910 - Social Worker, 2913 - Program Specialist, 2914 - Social Work Supervisor, 2916 - Social Worker Specialist, 2917 - Program Support Analyst, 8108 - Senior Legal Process Clerk, 0922 - Manager I

**Labor Unions:** 535 - SEIU 1021, 790 - SEIU, Local 1021, Misc, 351 - Municipal Exec Assoc-Misc

**PSC Justification(s)**

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● Services requiring specialized expertise, knowledge experience

Ref:TIS6521448\_V8yAWM9Rolbv9SpQY00i



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

### Filing Information

**Record Number**

SFEC126F0001352

**Status**

BOS Legislative Clerk Acceptance

**SFEC126f Form Type**

126f4 BOS

**File Number (BOS)**

260442

**Type of Filing**

Original

## Contractor Information

**Contractor Name**

San Francisco Pretrial Diversion Project

**Contractor Email**

davidm@sfpretrial.org

**Contractor Phone #**

(415) 341-4637

**International Address?**

No

**Contractor Address (US)**

1200 Folsom St

**Contractor City and State**

San Francisco - CA

**Contractor Zip Code**

94103

**Country**

United States of America

## Contract Information

**Contract Amount**

\$22,532,145.00

**Bid/RFP#**

SHF2026-01

**Sourcing Event ID**

0000011465

**Description of Amount of Contract**

The Sheriff's Office is requesting a contract for FY 2026-FY2029 in the amount of \$22,532,145 TWENTY TWO MILLION FIVE HUNDRED THIRTY-TWO, ONE HUNDRED FORTY FIVE.

**Contract Description**

The San Francisco Sheriff's Office has made it a top priority to reduce recidivism and improve the outcomes of the incarcerated population, offering alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options. Components include Pretrial Risk Assessment, Probable Cause, Alternatives to Pretrial Incarceration, Pretrial Diversion and Group Facilitation.

## City Agency - Departmental Contact Information

**Departmental Contact**

Patty Martinez

**Departmental Contact Phone #**

(628) 272-3847

**Full Department Name**

SHF - Sheriff

**Agency Contact Email**

patrick.n.leung@sfgov.org

**Departmental Contact Comments**

Patrick Leung, Financial Manager 415.818.3689 Patricia Martinez, Analyst 628.272.3847

## Contract Approval

### Mayoral Approval Not Required

false

## Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
Board of Directors	Carlos	Serrano-Quan	San Francisco Pretrial Diversion Project
Board of Directors	Doc	Patel	San Francisco Pretrial Diversion Project
Board of Directors	Barbara Ann	Garcia	San Francisco Pretrial Diversion Project
Board of Directors	Bobbie	Stein	San Francisco Pretrial Diversion Project
Board of Directors	Chesa	Boudin	San Francisco Pretrial Diversion Project
Board of Directors	Pankaj	Baggal	San Francisco Pretrial Diversion Project
Board of Directors	Phillip	Jones	San Francisco Pretrial Diversion Project
Board of Directors	Sandra	Lee Fewer	San Francisco Pretrial Diversion Project
Board of Directors	Toney	Chaplin	San Francisco Pretrial Diversion Project
Board of Directors	Maya	James	San Francisco Pretrial Diversion Project
CEO	David	Mauroff	San Francisco Pretrial Diversion Project
COO	Martina	Bouey	San Francisco Pretrial Diversion Project
Subcontractor	Hood/Tan		Managed IT Services
Subcontractor	AJW Inc.		Database Development & Maintenance



## OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE  
ROOM 456, CITY HALL  
SAN FRANCISCO, CALIFORNIA 94102



**PAUL MIYAMOTO  
SHERIFF**

April 21, 2026

Reference: SHF 2026-01 Pretrial Services

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

RE: Contract with San Francisco Pretrial Diversion Project, Inc. (SF Pretrial) for Pretrial Services

Dear Ms. Calvillo,

Attached please find a proposed resolution for review and approval by the Board of Supervisors.

The resolution authorizes a contract in the amount of \$22,532,145 for Pretrial Services provided by the San Francisco Pretrial Diversion Project, Inc. and the City and County of San Francisco, acting by and through the Sheriff's Office.

The following is a list of accompanying documents:

- Proposed Resolution
- Final Draft of the SF Pretrial Contract
- Certificate of Insurance
- PSC - Civil Service Commission Approval
- RFP SHF 2026-01 - Pretrial Services
- Notice of Intent to Award: RFP SHF 2026-01
- SFEC Form 126(f)2
- Ethics Forms SFEC-126(f)4-BOS

Please contact Patricia Martinez (628)272-3847 if you require more information. Thank you.

Sincerely,

  
Patrick Leung  
CFO

Phone: 415 554-7225 Fax: 415 554-7050  
Website: sfsheriff.com Email: sheriff@sfgov.org