

City and County of San Francisco

Request for Proposals for

RFP #SHF2018-01 Jail Food Service



Date issued:

Friday, January 5, 2018

Pre-proposal conference:

Friday, January 19, 2018; 9:00 a.m. (PST)

Proposal due:

Wednesday, January 31, 2018; 4:00 p.m. (PST)

Request for Proposals for Jail Food Service

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Appendices:

- A. Standard and Supplemental Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.
- B. Agreement for Professional Services (form P-600) - separate document
- C. Exhibits: 1 through 6 - separate document
- D. Jail Clearance Policy
- E. Reference Form
- F. Reference Check (*for reference only; does not required to be submitted with proposal)
- G. Price Proposal Form – separate document

Request for Proposals for

**RFP #SHF2018-01
Jail Food Service**

I. Introduction and Schedule

A. General

The City and County of San Francisco Sheriff’s Department (“SFSD”) seeks responses from qualified Contractors, to a Request for Proposal (“RFP”) to deliver quality food service to the SFSD County jails, while maintaining or exceeding the established nutritional and health standards included in the State of California Board of State and Community Corrections (“BSCC”) Title 15 Minimum Standards for Local Detention Facilities on food service standards and to meet the Good Food Purchasing Program requirements. In addition, Contractor must provide a comprehensive culinary program, including Servsafe training and certification, for inmates working in the jail kitchens and participating in jail educational programs. This program will be coordinated through the jail education program (Five Keys Charter School) and/or Five Keys’ post-release program, and shall make a good faith effort to assist with job placement opportunities. The Contractor must work with the SFSD and Good Food Purchasing to complete a baseline assessment within 12-months of contract execution and must comply with at least the Good Food Purchaser 1 Star level per APPENDIX C, Exhibit 6.

The contract shall have an original term of five (5) years. The term of the contract is the period from award execution date, approximately July 1, 2018, through the last day of the month of a sixty (60) consecutive month period. In addition, the City shall have two (2) options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. The maximum contract period shall not be more than seven (7) years.

The contract total compensation for the original period is expected to not exceed \$20,000,000. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. Proposers may submit proposals with greater or lesser value, and cost and reasonableness of rates will be considered as part of the evaluation.

B. Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	Friday, January 5, 2018
Mandatory Pre-proposal conference and Jail Tour	Friday, January 19, 2018; 9:00 a.m. (PST)

RFP #SHF2018-01 for Jail Food Service

Deadline for submission of written questions
or requests for clarification

Tuesday, January 23, 2018; 12:00 p.m (PST)

Proposals due

Wednesday, January 31, 2018; 4:00 p.m. (PST)

Oral interview with firms selected for
further consideration

Monday, February 16, 2018; 9:00 a.m. (PST)

C. Contractors Unable to do Business with the City

1. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

2. Companies Headquartered in Certain States

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

II. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

The following are work tasks assumed necessary to provide inmate and staff meals, and related services, for all San Francisco City and County Jails. Proposing teams may suggest a modified scope as part of their proposal. Further, all work, materials, and services not expressly called for, but may be necessary for the complete and proper performance of the work, shall be performed or furnished by the Contractor.

The City and County of San Francisco Sheriff's Department ("SFSD") operates five (5) jail housing facilities and one (1) jail intake and release facility. Currently, County Jail# 3 and County Jail# 6 (CJ#6) are closed due to infrastructure concerns. Kitchens are located in three (3) of the jail facilities, County Jail#2 (CJ#2), County Jail#4 (CJ#4), and County Jail#5 (CJ#5). The kitchen at CJ#2 is currently in disrepair and closed, but could resume operation when County Jail #4 is closed.

The locations, inmate population capacities, authorized staffing levels and meal service times for inmates and staff are listed in APPENDIX C, Exhibit 1. The number of meals served by location is listed in APPENDIX C, Exhibit 2 A - Inmate Meals and Exhibit 2 B - Staff Meals. The numbers of meals listed are based on an average of meals billed in fiscal year 2016-2017. You will find the estimated special/therapeutic meal count for twelve months on APPENDIX C, Exhibit 2 C. This count is included in the total Inmate Meal Count from Exhibit 2 A.

The Contractor must comply with the State of California Board of State and Community Corrections (BSCC), Title 15, Minimum Standards for Local Detention Facilities as detailed in APPENDIX C Exhibit 3, Article 12. Food - Sections 1240 to 1248.

A. Daily Meal Production Requirements

1. The Contractor will provide the number and type of meals listed in APPENDIX C, Exhibit 2 A,B,C, by each jail kitchen site. (Please Note: During the life of the contract, it is expected that County Jail #4 may close and County Jail #2 kitchen may be renovated and operational as a replacement. Additionally, it is anticipated that County Jail #6 may open and have its meals prepared in the County Jail #5 kitchen).

B. Staff Dining

Please Note: Staff meals may be an initial requirement of the contract, but may be revised or rescinded by SFSD at any time due to changes in the Deputy Sheriffs' Association (DSA) and the Managers and Supervisory Agency (MSA) Memorandums Of Understanding with the City.

1. The Contractor will provide a minimum of one meal per shift for staff assigned to jail facilities that operate with three (3) eight (8) hour shifts. The menu will provide a variety of cold and hot meals during a six-week cycle.
2. The Contractor will provide a minimum of one meal and a maximum of two meals for staff assigned to jail facilities that operate with two (2) twelve (12) hour shifts. The menu will provide a variety of cold and hot meals during a six week cycle.

3. **Coffee Service.** The Contractor will provide coffee service in the following locations: County Jail# 1 breakroom, Custody Operations Division , County Jail# 2 ODR, County Jail# 4 ODR, County Jail# 5 ODR, and Training Unit at the San Bruno Facility. (Please Note: In the event County Jail #4 is closed, staff coffee service would no longer be needed. In the event County Jail #6 is opened, staff coffee service will be required).
 - a. **Coffee Machines and Coffee.** Contractor shall provide coffee machines at each designated location and a predetermined monthly allotment of caffeinated and decaffeinated coffee to accommodate the staff count per RFP Section II. B. 3. d. The coffee machines will provide hot water on demand for single serve teas and decaf coffee and will require plumbing to the facilities water supply. A manual, pour-in, coffee machine will be provided as an option for locations that cannot accommodate a machine that requires a fixed water supply.
 - b. **Supplies.** Contractor shall provide coffee supplies that include, at the minimum, coffee, paper cups, stir sticks, sugar and creamer.
 - i. Contractor shall monitor the coffee supply inventory of coffee, cups, stir sticks, sugar, and creamer to ensure supplies are always stocked to meet the Staff Count per RFP Section II. B. 3. d.
 - ii. All disposable food service ware (cups, napkins, spoons, stir sticks) provided by Contractor shall use biodegradable/compostable or recyclable products to comply with paragraph 59, titled, Food Service Waste Reduction Requirements, of the City and County of San Francisco’s Professional Service Agreement (P-600), as detailed in APPENDIX B.
 - c. **Maintenance and Repair.** Contractor shall provide monthly maintenance of the coffee machines to ensure they are operating properly. Contractor will replace an inoperable coffee machine within twenty-four (24) hours following notification from SFSD Command Staff.
 - d. **Staff Count.** Contractor will provide coffee to meet the demands of the following Sheriff’s staff counts:
 - i. County Jail #1 (CJ1) – 41 staff
 - ii. Custody Operations Division (COD) – 21 staff
 - iii. County Jail #2 (CJ2) – 52 staff
 - iv. County Jail #4 (CJ4) – 33 staff
 - v. County Jail #5 (CJ5) – 102 staff
 - vi. Training Unit at San Bruno Facility – 15 staff
 - e. Contractor will submit the monthly fee for the Coffee Service in the Contractor’s proposed cost per month per Section III. C. 7 – Price Proposal.
4. The Contractor’s proposal submission must include a method of delivery for staff meals that insures clear accountability of meals served so that billings can be properly audited.

C. Other

The Contractor should be aware that bag lunches are also provided to persons participating in the Sheriff's Work Alternative Program or post-release education programs. The average number of bag lunch meals is included in APPENDIX C, Exhibit 2C.

D. Purchasing

1. Contractor must work with the SFSD and Good Food Purchasing Program to complete a baseline assessment within 12-month of contract execution.
2. Contractor must meet or exceed the Sheriff's Department's Good Food Purchasing 1 Star Level Standard as detailed in APPENDIX C, Exhibit 6 – Good Food Purchasing Program in years 2 through 5, as well as, through any contract extensions.
3. Food Specifications: The Contractor must provide the minimum purchasing specifications to be used in the purchase of all food products and disposable service-ware. The specifications provided should address the levels of quality, grade, size, pack, count and all other relevant information.
4. The SFSD must approve, in writing, any changes from the stated specifications. All food purchased for use under this contract shall meet, at the minimum, and exceed the following specifications:
 - a. 1 Star Good Food Purchasing Program value category targets as detailed in Appendix C – Exhibit 6.
 - b. Beef, veal and lamb shall be of at least USDA Select or better. The fat and/or soy content of all ground beef products to be used cannot be in excess of 20 and 6 percent respectively. Meat blends (i.e., beef and turkey) must be of equal proportions. All breaded products must have a product weight of 3 oz. before breading.
 - c. Poultry shall be at least USDA Grade B or better. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.
 - d. Canned fruits and vegetables shall be at least USDA Grade C or standard.
 - e. Frozen fruits and vegetables shall be at least USDA Grade B.
 - f. Fresh produce shall be at last USDA No.2.
 - g. Each individual serving must be of sufficient size to meet the nutritional requirements, see Section F., Nutritional Requirements. When the specified size is not available, the Contractor must purchase the new larger (smaller count) size.
 - h. Dairy products shall be at least USDA Grade A or better. Butter may be substituted for margarine when it is a commodity item. 2% fluid milk shall be served as a beverage. Dry/powdered milk may be used in cooking/baking.
 - i. Eggs shall be at least USDA Grade B Medium or better.
 - j. Frozen fish and seafood must be nationally distributed brands, packed under continuous government inspection.

- k. Bakery products: A minimum of 60 percent whole-grain products must be used. Day-old breads may be purchased but must be used within 48 hours or frozen until the time of use.
- l. The Contractor may not purchase items with expired freshness dates. The Contractor may not purchase “second market” and/or distressed, food items without the prior written approval of the Sheriff.

5. Surplus Food Usage

- a. At the present time, Federal Government sponsored commodities are not being made available for correctional institutions.
- b. In the event that they should, the Contractor shall use its best efforts to maximize the use of Federal Government Surplus Commodities.
- c. Subject to availability and the provisions within RFP specification, Section G., the Contractor shall provide for the utilization of Federally supplied commodities, which shall be strictly accounted for and used only for the benefit of the SFSD’s food service operation, to the maximum extent allowed.
- d. The liability for proper use and accountability for these commodities shall be the responsibility of the Contractor.
- e. Surplus food must be ordered, received, stored, and accounted for in accordance with State of California procedures.
- f. The Contractor will submit its quarterly orders to the designated Facility Commander(s) for review and approval prior to forwarding to the State no later than the time and date specified.
- g. A four (4) month estimate of surplus food usage must be submitted to the Facility Commander(s) no later than the fifteenth of November, March and July each year for the purposes of ordering (dates subject to change).
- h. The Contractor will pay the SFSD, in the form of a credit against meal charges; the State of California approved wholesale value of the surplus commodities. Shipping/handling fees incurred for picking up and transporting the surplus food will be the responsibility of the Contractor.
- i. The Contractor will submit copies of its receipts (if received during that period) and Contractor prepared inventory/period usage report showing beginning inventory, receipts, usage and ending inventory along with the State of California approved wholesale value (by item and extended) to the designated Facility Commander(s) with its billing to the SFSD.
- j. In the event that the Contractor receives spoiled commodities, the responsible State of California agency is to be notified and disposition handled in accordance with their instructions.
- k. Copies of all disposition records are to be forwarded to the Facility Commander in order for a credit to be made to the Contractor’s commodity usage.

6. Condiments such as pepper, catsup, mustard, relish, salad dressings and others must be in individual disposable packets/containers and provided per service on each inmate's tray.

7. Disposables:

Proposers should review the Food Service Waste Reduction Ordinance as set forth in San Francisco Environment Code Chapter 16 and must comply with all requirements. To view, go to the following address:

<https://sfenvironment.org/policy/chapter-16-food-service-waste-reduction-ordinance>

- a. The Contractor must specify all paper, service-ware (forks, etc), bags, dishes, cups, and other expendable items it will supply for use in the operations of the food service facility. All disposable food service ware (cups, napkins, spoons, utensils, etc.) shall use biodegradable/compostable or recyclable product to comply with San Francisco Environment Code Chapter 16, Food Service and Packaging Waste Reduction Ordinance.
 - b. The Contractor must supply aprons, hairnets or hats and plastic gloves for use by inmate workers in the kitchen, as well as those delivering meals.
 - c. The SFSD reserves the right to request that samples of all or certain specified disposables be submitted prior to Contractor selection.
8. The Contractor will be responsible for receiving and properly securing all goods received at the kitchen loading area or food service warehouse/storage area.
 9. The Contractor should encourage all salespersons to call at their district/area offices. If a sales person must call on the Contractor's unit manager in a jail facility, the appointment must be set up and arrangements made for the sales person to present proper credentials and check in at the main entrance to the jail facility.
 10. The Contractor must provide for the correct handling, prompt storage and rotation/issue of food items purchased or use in the facility. All purchased and prepared products must be clearly identified and display the date received/stored. Products which have been frozen in excess of one year and/or are past the manufacturers/processors established or implied pull/freshness expiration date may not be served.
 11. The Contractor shall provide a statement as to how often a physical inventory of processed and non-processed food and supply items will be taken. The

method for conducting the inventory and the organization and disposition of the data collected must be explained in detail in the proposal response.

E. Menus

1. Inmate Meals:

- a. **The Contractor will offer menus and prices for the following:**
 - i. Two hot meals, consisting of one hot meal for breakfast and one hot meal for dinner, and one cold meal for lunch.
 - ii. Two cold meals, consisting of one cold meal for breakfast and one cold meal for lunch, and one hot meal for dinner.
 - iii. Optional – Coffee in 8 ounce portions for inmates housed in County Jail #2, County Jail #4 and County Jail #5. The coffee will only be provided for breakfast. Contractor shall provide coffee supplies that include, at the minimum, coffee, paper cups, stir sticks, sugar, and creamer.
- b. Cold meals must remain within the nutritional/caloric guidelines detailed in Section F. Nutritional Requirements in this agreement.
- c. Dinners must always be a hot meal.
 - i. A representative 42-day (6 weeks) cycle menu must be submitted within the Contractor's proposal and must meet the current standards of the California State Board of Community Corrections, Title 15 Minimum Standards for Local Detention Facilities, Article 12: Food, effective April 1, 2017 (included in Appendix C, Exhibit 3) and shall be reviewed and certified as to nutritional adequacy and compliance with specifications by the Contractor's Registered Dietitian (Certified by the Commission on Dietetic Registration).
- d. **Color photographs of a proposed 7-day cycle (1 week) menu items must be submitted within the Contractor's proposal.**
- e. Minimum Menu Requirements:
 - i. Each daily menu will provide a minimum of 2,500 calories per day. (as provided by the USDA 2015-2020 Dietary Guidelines for Americans, Eighth Edition).
 - ii. The Contractor will provide eight ounces of 2% milk at breakfast and dinner daily.
 - iii. Four ounces of fruit juice (not fruit drink) must be served a minimum of three times a week at breakfast.
 - iv. The Contractor must provide whole meat chicken (breast or leg and thigh combination) at least once a week in each menu.
 - v. The Contractor must limit serving protein from soy products to 20% or less in aggregate.

2. Staff Meals:

- a. The staff meal cost must include all necessary service items such as disposable plates, cups, napkins, disposable utensils, etc.

- b. The Contractor must submit in its proposal a representative six (6) week staff menu with portions.
- c. The SFSD reserves the right to decline the provision of staff meals.
- d. The Contractor will not be permitted to install vending machines in any area of any jail.

3. Contingency Meals:

- a. The Contractor will be required to provide food service at no additional cost to the SFSD in the event of lock downs, jail disturbances, fire, power failure or other events that would impede the normal jail operations.
- b. At a minimum, the Contractor must isolate and maintain an on premise inventory of food and water sufficient to prepare and serve three (3) days of scheduled meals.

4. Menu Substitutions/Changes:

- a. A log detailing all full or partial menu substitutions must be maintained for the SFSD's food service operation.
- b. The reasons for temporary changes or last minute substitutions must be submitted in an email to the Facility Commander(s), with a copy to the Chief of the Custody Operations Division, no later than the day following the substitution. The email shall contain the following:
 - i. The facility or facilities where the substitution occurred.
 - ii. The date and meal that was affected.
 - iii. The item(s) that was initially scheduled, the substitution with amount provided.
 - iv. The reason for the substitution.
- c. Permanent changes in the planned menu must be approved in writing prior to implementation and shall be noted on the master menu in the kitchen(s) and on a corrected menu provided to the Facility Commander(s) and Chief of the Custody Operations Division.
- d. The SFSD's and Contractor's registered dietitian must certify all temporary substitutions and permanent changes as being nutritionally comparable and in keeping with the State of California BSCC Title 15 Minimum Standards for Local Detention Facilities.
- e. Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet and such documentation must be submitted to the Facility Commander(s), or Chief Deputy of Custody Operations if requested to do so.

5. Therapeutic/Medical Diets:

- a. Medical Department prescribed therapeutic/medical diets are to be prepared, portioned and transported in the same manner as prescribed above at the same cost per meal proposed.
- b. If requested to do so, the Contractor is to provide specified nutritional supplements at the Contractor's cost plus the proposed mark-up of no more than ten (10%) percent.
- c. Specific therapeutic/medical diets shall be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by the responsible health authority official.
- d. A list of common medical diet menus, verified by a registered dietitian, shall be specific and complete and will be furnished in writing by the Contractor.
- e. The source book to be used is the Manual of Clinical Dietetics, Sixth Edition, published by the America Dietetic Association (ISBN 0-88091-187-0) or comparable source that will be subject to the approval of the SFSO.
- f. A list of therapeutic/medical diets currently available to inmates via prescription is included in APPENDIX C, Exhibit 4.

6. Other Special Diets and Meals

- a. Sheriff's staff, Religious Services staff, and/or medical staff may order vegetarian diets for inmates.
- b. Religious diets must be approved by the Religious Services Coordinator with assistance from religious service providers. Religious diets shall be simple and conform as closely as possible to the food served other inmates.
- c. Special holiday meals shall be served on Christmas, New Years, Easter, and Thanksgiving. The menu for each of these meals shall be included in the Contractor's Proposal.
- d. The Contractor shall have a diet manual available for distribution at each kitchen site within 30 days of the start of this contract.

7. Appearance:

- a. Food shall be served in such a fashion as to be appealing to the inmate and staff. It shall be served in sufficient quantity and at the appropriate temperature as to make the food offered acceptable.
- b. All equipment and utensils used in the service of meals shall be clean and free of defects that will render the food unappealing.
- c. A National Sanitation Foundation (NSF) approved ounce scale shall be provided at all food preparation serving areas to ensure portion controls.

- d. Contractor shall possess or develop operating procedures to prevent foods or beverages from deteriorating while holding. Such a system shall ensure that food quality (taste, appearance, texture, temperature) does not deviate from minimum quality standards.
- e. Thermometers will be used on service lines to ensure all foods and beverages are being held at proper temperatures. Thermometers used must be consistent in all facilities. Thermometers proposed must be NSF approved.
- f. The use of instruments that indicate temperature will be subject to the inspection and approval of the Sheriff's Department.

F. Nutrition Requirements

1. Menu Certification:

- a. Menus must be reviewed and certified by the Contractor's Registered Dietitian as adjusted for age, sex and activity according to the requirement listed in Title 15, Article 12: Food, Section 1241.
- b. The menus proposed must contain no more than an aggregate of twenty percent (20%) protein derived from soy products.
- c. The Contractor must provide the SFSD with written certification of this review for each cycle menu prior to implementation.
- d. The data must provide at a minimum, weekly and total cycle summaries and list all Recommended Daily Allowance (RDA) vitamins and nutrients as well as cholesterol, sodium and fiber contents.
- e. The SFSD reserves the right to request additional menu and/or nutritional modifications as part of any contract amendment renewal and/or price adjustment process as outlined in this RFP.
- f. Contractor must maintain a six week menu cycle.

2. Bag Meals:

- a. All regular bag meals must contain approximately one-third of the minimum daily caloric requirement (refer to Section II. F. 4. a.)
- b. Bag meal count is included in APPENDIX C, Exhibit 2C.

3. Substitutions:

- a. All substituted items in the menus served shall be of equal nutritional value as the original menu item.
- b. Any permanent substitution changes shall be agreed upon by Contractor and SFSD, and must be certified and signed by the SFSD's Registered Dietitian, as well as Contractor's Dietitian.

4. Daily Caloric Requirements:

- a. The minimum daily caloric requirements for adults shall be 2,500.
- b. Inmate workers identified by the Sheriff's Department shall receive a double portion of whatever meal (bag or meal) is being served at the time.

G. Food Preparation

1. Method of Preparation:

- a. The Contractor, in its response, is to propose staffing and resultant cost-per-meal impact of utilizing the traditional cook and serve delivery.
- b. The Contractor may, in its response, also propose staffing and resultant cost-per-meal impact of utilizing cook-chill food production system or some other delivery beyond the traditional cook and serve and cook-chill delivery.
- c. The Contractor must also include equipment and production systems related costs for any delivery system other than the traditional cook and serve delivery; such as an advanced cook-chill system.
- d. Recipes, menu and productions schedules should all be designed to minimize the risk of spoilage and waste.

2. Recipes:

- a. A file of, tested mass cook and serve, and, if relevant, cook-chill or some other recipes required for other delivery systems, production recipes adjusted to a yield appropriate to the size of the facilities must be utilized and maintained.
- b. The Contractor must certify that it has such recipes, which have been tested and are readily available to it.
- c. Recipes certified to match the proposed cycle menus will be required prior to final award.

3. Portioning:

- a. All food portion sizes on the menu shall be the cooked weight or shall be specifically identified as raw weight.
- b. Meat portions in casserole or combination dishes must be listed.
- c. Contents for all bag meals must be clearly indicated by item, weight and date.
- d. All portion sizes must be listed on the menus submitted in the proposal response.

- e. Menus must also include the number and portion size of condiment package and/or serving for each meal.
- f. The Contractor's portioning and serving procedures must be written and consistently executed so that each inmate receives no less or more than the portions specified.
- g. The Contractor must actively supervise portioning for all meals including therapeutic/medical diets and religious meals.

4. Condiments:

- a. Condiments such as pepper, catsup, mustard, relish, salad dressings, and others must be in individual disposable packets/containers and served on each inmate's tray.
- b. Condiments shall not be handled or distributed by housing unit inmate workers.

5. Quality Assurance

- a. The Contractor, within its proposal, must provide the SFSD with a comprehensive written quality assurance program and the planned frequency of use concerning the purchase, delivery, storage, preparation and delivery of food for all areas. This written program must include all items listed in Title 15, Article 12. Section 1243: Food Service Plan.
- b. This program must address the day-to-day and meal-to-meal process of assuring the Sheriff that Contractor's employees are employing proper food handling and facility and/or equipment sanitation practices.
- c. There must also be a process whereby the food is periodically taste and temperature tested and all minimum portion standards are consistently maintained throughout the tray assembly process.
- d. Contractor shall provide daily and/or weekly summary records documenting all applicable contractor and food service industry standard quality assurance procedures, to include the testing of temperatures in the refrigeration, cooking and serving areas, and any other records (receipts, production sheets, etc.) necessary to document the minimum portion standards and nutritional adequacy of each meal served.

6. Production Control Techniques

- a. If a computer driven food production management software system is to be utilized for this program, it must be so noted.

- b. If such a system is used to produce recipes, it must clearly identify the total amount of ingredients required so that the SFSD can easily audit this portion of the production cycle.
 - c. A copy of the proposed computer program must be submitted within the Contractor's proposal, if a computerized program is used.
7. No sulfites or additives are to be added on premises or included within any foods served under this contract.
8. The Contractor shall adhere to food service industry practices, generally accepted "Best", as well as all State and City and County Health Department requirements.

H. Food Deliveries and Service

1. The movement of food and/or dirty tray carts and/or garbage and personnel within the complex and individual facilities must adhere to the rigid security guidelines established and periodically adjusted by the Custody Division command staff.
- a. The Contractor shall ensure staffing and resource levels to successfully deliver all meal trays to each inmate for all meal service as detailed in RFP SHF2018-01 – Jail Food Service.
2. Use of Trays:
- a. All hot meals are to be portioned and served on trays with lids.
 - b. Food spills on trays must be cleaned up prior to transport and service.
 - c. The Aladdin tray system is currently used and the Contractor will continue to use this tray system or a compatible tray system.
3. Use of Carts:
- a. The SFSD will provide all carts used for transports of meals and beverages.
 - b. The Contractor shall maintain the carts in a clean, safe and workable condition.
4. Food Temperature:
- a. All chilled food should be served at no more than 40 degrees F.
 - b. All hot food should be served at no less than 140 degrees F, but no more than 180 degrees F.
 - c. "Cook-chill" refrigerated foods will be maintained at a temperature between 28.5 degrees F and 31 degrees F.

5. Meals Served Form. Subject to the Sheriff's approval, the Contractor must develop and use a form which provides the following information on a per meal, per day and per week basis:
 - a. The number of inmates by housing unit
 - b. The number of meals provided to that housing unit.
 - c. Adjustments to include, but not be limited to, more inmates being served than ordered, trays sent back due to incorrect content, etc.
 - d. The number of bag lunches ordered and delivered to the Intake Facility (CJ#1), court holding, Alternative Programs, and any other non-jail facility.

6. Meal Transmittal/Evaluation Form. The Contractor shall develop and submit within its proposal an evaluation form for Sheriff's staff to use with each meal.
 - a. The transmittal evaluation form is to include a meal quality assessment space where the Watch Commander/Supervisor in charge is to evaluate the meal for such factors as appearance, taste, temperature, correct portion sizes, completeness of tray, adherence to menu and overall acceptance by the inmates.
 - b. The transmittal evaluation form must provide space for the officer's name, star number and signature.
 - c. These forms are to be maintained by the Contractor and must be readily accessible to the officer-in-charge as assigned by the Facility Commander for review at any reasonable time.
 - d. The Contractor must immediately correct deficiencies in the meal if the Facility Commander or designee determines that the meal is unacceptable following a review of the transmittal evaluation.

7. Food Delivery and Service Liability:
 - a. The Contractor will be held accountable for assuring that all trays and/or bag lunches are properly prepared and correctly portioned when the trays and/or bag lunches leave the kitchen.
 - b. The Contractor will assume full fiscal responsibility for any damage incurred in the Sheriff's facilities due to its employee's negligent handling of carts and related equipment.

8. Date Codes
 - a. A date code system must be submitted within the Contractor's proposal to date all bag lunch meals to prevent consumption of dated and/or spoiled foods.
 - b. All unused bag lunches that have been properly refrigerated must be discarded after 48 hours.
 - c. Those items packaged in factory sealed packages and unopened may be reissued.

9. Delivery and Kitchen Security. The Contractor is to submit detailed descriptions of:
- a. Selection criteria for all on-site Contractor staff that will have direct or indirect contact with inmate food service workers and inmates assigned to the various housing units.
 - b. Policies and procedures specific to kitchen, serving line and meal transportation functions.
 - c. Methods to be used in assuring the Sheriff that the Contractor's policies and procedures are consistently met.
 - d. Methods to be used in assuring the Sheriff that no Contractor personnel are engaged in passing contraband (weapons, drugs, tobacco and other related illegal items) to the inmates.
 - e. Methods to be used in assuring the Sheriff that the Contractor personnel will not provide any inmate with access to a cell phone, or any other electronic device (including access to the regular "land line", telephones within the jails).
 - f. Methods to prevent kitchen and serving line inmates from gaining access to and possession of any food, supplies and kitchen equipment/utensils that are capable of being used as a weapon or made into an illegal substance.
 - g. The manner in which all sharp instruments and/or utensils (such as knives, forks, spatulas, peelers, etc.) will be issued, controlled while in use and accounted for prior to the end of a shift or change in inmate worker crews.

I. Equipment and Facilities

1. Preventative Maintenance

- a. The Contractor shall warrant that it will take all reasonable and prudent measures necessary to assure the SFSD that its equipment is being properly used and maintained.
- b. The Contractor shall have direct responsibility for the care and maintenance of that equipment in the storage, receiving and kitchen areas.
- c. During the term of the contract, and all contract extensions, the Contractor shall provide, at its expense, a preventative maintenance and repair contract on all equipment, inclusive of SFSD equipment, under its direct control and/or use in providing the contracted services.
- d. The Contractor shall provide, at its expense, for the cleaning and disposal of the grease trap at the San Bruno Jail Facility twice a year.
- e. The Contractor must submit a plan in its proposal as to how the preventative maintenance requirement will be met.

- f. The Contractor must keep a separate record on maintenance and reports for each piece of equipment and must provide a written report and relevant documentation at least quarterly to the facility commander and the Chief of the Custody Operations Division, as to what preventative maintenance and/or repairs have been performed on each piece of equipment.
- g. An annual report of all preventative maintenance and repair work performed must be submitted within thirty (30) days of the end of the contract year to the Facility Commander and the Chief of the Custody Operations Division.
- h. The SFSD reserves the right to audit these records at any time and/or request quarterly written reports.
- i. If the Contractor does not submit such a plan, the SFSD will negotiate the appropriate preventative maintenance and repair contracts for all equipment with outside companies who have proven performance records and the costs of these maintenance and repair programs will be borne by the Contractor.

2. SFSD Maintenance Assistance

- a. The SFSD is responsible for bringing all utilities, including electrical, water, steam and gas to each kitchen, kitchen office, and kitchen storage areas including walk-in cold storage.
- b. The SFSD is responsible for repairing parts of the building located in the kitchen that require repair due to normal wear and tear, such as the drains, light fixtures, steam lines, pipes, conduit, etc.
- c. The SFSD is responsible for working with the Contractor to provide utilities to newly installed equipment. Note: New equipment, purchased by either SFSD or Contractor, must include the procurement of all parts and materials that are integral to installation and operation of the new equipment.
- d. Prior to purchasing any new equipment that requires electrical, water, steam, gas or any other utility, the Contractor must consult with the SFSD maintenance staff.

3. Inventory Procedures

- a. The inventory of existing kitchen equipment is listed by facility in Exhibit 5.
- b. The Contractor and SFSD shall jointly inventory all capital equipment and SFSD-owned equipment under the Contractor's direct control at the beginning of the contract and thereafter on an annual basis scheduled by the Contractor.

- c. A general assessment of the expected useful life of each item will be made during that inventory process.
- d. The Contractor will be liable for the replacement cost for all items that are not accounted for in subsequent inventories.

4. Small Wares

- a. The Contractor must purchase all replacement small wares and service wares necessary to meet the requirements contained in this RFP so as to efficiently serve the inmate population.
- b. The Contractor is responsible for the repair and/or the replacement of small wares and service wares.
- c. All small wares purchased by the Contractor shall become the property of the SFSD.

5. Vehicles

- a. Any vehicle required by the Contractor in the execution of this contract shall be purchased, used and maintained at Contractor's expense.
- b. In the event the SFSD requires vehicle transportation of meals, the Contractor must have in place an emergency plan for the temporary replacement of one or more vehicles in the event of mechanical breakdowns.

J. After Meal Service Clean-up

- 1. After meals are concluded, Contractor shall remove food carts, disposable plastic and paper supplies from the serving areas and return them to the kitchen.
- 2. Contractor shall clean the kitchen, dining rooms which are not an integral part of the living units, and pantries used by Contractor following the serving of each meal.
- 3. All pots, pans, dishes, utensils and flatware are to be washed at a temperature of from 140 degree F. to 160 degree F. Final rinse temperature is to be 180 degree F. or a sanitizing agent is to be used.
- 4. All work areas, work tables, sinks, stoves, ovens and mixers must be washed and sanitized after each meal.
- 5. Contractor shall be responsible for preparing the trash from the kitchen/work area for disposal.
- 6. All garbage must be broken down or reduced in size so as to minimize the amount of space needed in the dumpster.
- 7. The Contractor shall be responsible for keeping the area of the kitchen where the garbage awaits disposal in a neat and sanitary condition at all times.

8. The Contractor shall participate in all City and County mandated recycling programs and shall clean, crush, and/or break down recyclable materials as specified by the recycler.
9. **Garbage Service:** Trash and garbage from units, pantries and all other areas served by Contractor shall be removed by the Contractor within one (1) hour after completion of Breakfast and Dinner Service. All trash and garbage, inclusive of the garbage collected by SFSD staff and inmate workers from the units, shall be transported by the Contractor from each County Jail Facility to the Facility's central trash site, stored in impervious containers, and the trash site cleaned as instructed by the Sheriff's Department.
 - a. **Volume of Garbage.** The average volume of daily garbage that require removal:
 - i. County Jail #1 (CJ1) has an average of four (4) bins of garbage per day, each bin has a capacity of approximately 50 gallons.
 - ii. County Jail #2 (CJ2) has an average of four (4) bins of garbage per day, each bin has a capacity of approximately 50 gallons.
 - iii. County Jail #4 (CJ4) has an average of eight (8) bins of garbage per day, each bin has a capacity of approximately 50 gallons.
 - iv. The average volume of daily garbage may increase or decrease as it corresponds to the inmate population and number of SFSD employees.
 - b. Contractor will submit the monthly fee for the **Garbage Service** in the Contractor's proposed cost per month per Section III. C. 7 – Price Proposal
10. The Contractor will be responsible for all day to day, as well as, weekly major cleaning of the entire kitchen area assigned to the Contractor including walk-ins, storerooms, freezers, dish room, kitchen, employee dining room, office, and receiving area. Inmate labor may be used for this purpose and a staff person will be assigned to supervise inmates during major cleaning events.
11. The Contractor shall supply hand soap, eye wash stations, paper towels and toilet tissue for all staff restrooms and hand washing sinks in the kitchen and food staging areas.
12. The SFSD will be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchen and warehouse and/or storage areas assigned to the Contractor.

K. Personnel and Supervision

1. The Contractor must comply with all San Francisco contract requirements, including equal employment opportunities, wages and benefits.

2. All Contractor's employees and agents will comply with all Department rules and regulations concerning conduct on Jail property and contact with inmates.
3. All Contractor employees will be subject to a background check and fingerprinting by the Sheriff's Department. If the background check indicates a reason the employee is not suitable for admission to the Jails, the Contractor will be notified, and Jail access will be denied.
4. The Contractor must, at its expense, require that prospective employees submit to and successfully pass a drug and alcohol screen.
5. The Contractor must submit job profiles and/or resumes for the individual(s) who will be considered for the Contractor's position of San Francisco Sheriff's Departments Food Service General Manager and for an assistant manager if applicable to the proposal.
 - a. The Food Service General Manager must have at least five (5) years of experience with similar type and size jail food service situations as the San Francisco Sheriff's Department.
6. The Contractor, at its expenses, must have on staff a California Registered Dietitian on staff.
7. The SFSD requests that it be notified prior to the transfer or removal of the manager and to approve the replacement.
8. The Contractor will submit in its proposal a training plan for employees including the following:
 - a. Length of training period
 - b. Location of training
 - c. Cost of training
 - d. Initial training and on-going training and the amount of time dedicated to:
 - i. Food handling
 - ii. Facility and equipment sanitation
 - iii. Personal hygiene
 - iv. Facility and equipment security
 - v. Inmate worker contact issues
9. The SFSD will require Contractor employees to attend orientation training provided by Sheriff's staff to explain all pertinent Sheriff's Department rules and regulations.

10. The Contractor shall submit with its proposal the frequency and process used for management and staff job evaluations.
11. The Contractor and its employees assigned to San Francisco Sheriff's Department jail facilities will be required to comply with all Sheriff's rules of conduct and dress concerning normal day-to-day operations.
12. The Contractor will be required to staff the food service operation with the optimum number of employees at all times for the efficient operation of the jail facilities.
13. An experienced, trained management level person must be on duty whenever inmate workers are present.
14. A staffing chart must be submitted within the Contractor's proposal and must include:
 - a. A Food Service Supervisor to oversee the operations at the San Francisco Downtown Facility (CJ#1, CJ#2, CJ#3, and CJ#4) and a Food Service Supervisor to oversee the operations at the San Bruno Facility (CJ#5 and CJ#6).
 - b. A minimum of two (2) staff persons in the kitchen whenever inmate workers are present.
 - c. At least one (1) cook must actively supervise the tray portioning line throughout the meal service and must also supervise the preparation and packaging of special diets.
 - d. Scheduled hours for each person by position.
15. The SFSD must approve any subsequent reductions in the total number of hours proposed for each location in writing.
16. If the Contractor fails to provide the minimum number of personnel specified within the proposal for a period of two days or more, the Contractor shall issue credit on the next billing to the SFSD in the amount of each missing persons' proportional salary/wages and benefits for each day after the two days.
17. The Contractor must submit with its proposal a separate staffing chart showing the number of inmates required for each work component.
18. All Contractor employees, including management, must be properly attired in a standard uniform the color of which must be approved by the SFSD.
 - a. Inmate workers must be properly attired when working in the kitchen and such clothing will be provided by the SFSD.
 - b. Contractor employees must be easily discernible from the inmate workers.

- c. Contractors are to encourage their employees to not wear their uniforms to and/or from work.
 - d. If the employee does wear a uniform to and/or from work, a cover jacket must be worn.
19. The Contractor must adopt adequate safeguards to insure that all uniforms are regularly inventoried and stored in areas not accessible to inmates.
20. The SFSD may revoke the facility clearance for any of the Contractor's employees for any reason.
21. Contractor's Employees with a revoked jail clearance will not be allowed into any SFSD jail facilities. The Contractor will assume the responsibility to immediately fill vacated staffing positions and to ensure uninterrupted food service to SFSD.
22. The Contractor must notify the Division Commander, the Facility Commander and the Jail Clearance Officer in writing whenever an employee has been terminated, permanently transferred or newly hired.
23. The Contractor has the sole responsibility for returning to the SFSD an employee's Jail Clearance card within twenty-four (24) hours of the employee's final shift.

L. Financial

1. Invoicing and Payment

- a. The Contractor will be compensated monthly on a per meal basis.
- b. The Contractor is to submit to the Sheriff's Office within five days from the first of the month or accounting period end, a day-by-day statement for the previous month or accounting period with the number and classification of meals prepared and served to:
 - i. Inmates by jail facility (including special diets and/or religious meals)
 - ii. Inmates in the courts
 - iii. Inmate workers bag lunches
 - iv. Sheriff's staff meals by jail facility and watch
 - v. Jail Health Service staff meals by jail facility and watch
 - vi. Official guests of the Sheriff (prior authorization required)
- c. Inmate workers, identified by the Sheriff's Department, shall receive a double portion of whatever meal they are receiving (bag or meal).
- d. The statement must show the number of persons reported to be in each category as printed on the daily population sheet and daily watch report from the supervisory staff at the jail facilities.

- e. The SFSD will not pay for unconsumed meals prepared in excess of the counts provided.
- f. The SFSD reserves the right to request that these reports be submitted weekly.
- g. The Contractor will submit to the Sheriff's Office within five days from the first of the month or accounting period end, an invoice for the monthly Garbage Service per RFP Section II. J. 9.
- h. The Contractor will submit to the Sheriff's Office within five days from the first of the month or accounting period end, an invoice for the monthly Coffee Service per RFP Section II. B. 3.
- h. It is a requirement of the City and County of San Francisco, that all contracted vendors participate in Automated Clearing House (ACH) enrollment for "electronic payments".

2. Meal Count Reconciliation

- a. The Contractor is to provide meal counts for each facility and other supporting documentation to SFSD including but not limited to each facility's billing invoices in order to record the number of meals provided to said facility.
- b. The Contractor and the SFSD will reconcile meal counts by month or accounting period.
- c. In the event of any dispute regarding meal counts and subsequent charges, the SFSD shall resolve any discrepancy by using the count of the actual number of meals received, unless it is exceeded by the number of meals ordered, in which event that number will prevail.
- d. The meal count figures of the SFSD shall prevail in any dispute.

3. The Contractor must comply, for accounting cycle purposes, with the SFSD's fiscal year of July 1 to June 30 and calendar month periods.

M. Facility Security

- 1. All Contractor employees must enter the compound and buildings via the designated entrances and will be signed in and out of the compound and buildings.
- 2. All Contractor employees will be subject to pass through a metal detector upon entering or leaving any buildings with this device.
- 3. All Contractor employees, their belongings and their vehicles, if parked on the jail compound, are subject to search when in any jail facility, in any other buildings under the control of the Sheriff, and while on the jail compound.
- 4. All Contractor employees will wear the SFSD Jail Clearance Card with their picture either clipped on to the outer most clothing in the upper left quadrant of the body or in a plastic pouch secured by a lanyard around the neck.

5. Locked Doors and Lost keys:
 - a. The Contractor and its employees shall be responsible for keeping closed and locked all internal doors in the assigned work area.
 - b. The Contractor and its employees must adhere to all security restrictions concerning secured areas imposed by the Facility Commander.
 - c. Any SFSD owned keys entrusted to the Contractor or other keys necessary to open areas within the assigned work area shall be accounted for at all times.
 - d. Lost SFSD owned keys resulting in the re-keying of or purchase of new locks will be the financial responsibility of the Contractor.
 - e. Anytime the Contractor becomes aware of any key or keys missing, the Contractor shall report this to the on duty Watch Commander immediately.
 - f. The Contractor will include a door and key security post order in its submission.

6. Employee and Inmate Relationships
 - a. The Contractor must determine and notify the SFSD in writing if any employee is related to, is or had a relationship with any person confined as an inmate in any of the SFSD jail facilities.
 - b. Any evidence of a relationship being started between a Contractor employee and one or more inmates must be reported immediately to the Facility Commander or other Command level staff.
 - c. No Contractor employee may supervise or have direct contact with or responsibility for an inmate worker or the delivery of any food or food service to any inmate with whom there is a family or personal relationship.
 - d. It is the Contractor's responsibility to require its employees to alert the Contractor whenever a person who is a relative or personal acquaintance of that employee is admitted to the jail facility as an inmate.

7. Sharp Equipment Inventory
 - a. The Contractor shall implement a check-out and check-in log procedure for all sharp utensils used in the assigned work area.
 - b. The Contractor will provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils.
 - c. All sharp instruments shall be accounted for prior to the end of an inmate worker shift.

- d. The SFSD reserves the right to enter the kitchen and inventory all such items at its discretion.
 - e. Any missing items shall be reported to the watch commander or officer-in-charge immediately.
8. Security of other equipment – the Contractor will report verbally to the watch commander and then via email to the facility commander whenever a piece of equipment has been vandalized or portions have been removed.
 9. Maintenance vendors shall be required to enter the building through the proper security channels and there will be no exception to this requirement.
 10. In an emergency, Contractor must immediately report event details to the SFSD watch commander or officer-in-charge to advise and receive instructions. The SFSD's watch commander or officer-in-charge will take supervisory precedence over the Contractor employees.
 11. Contractor staff shall not be permitted to park their vehicle by or in the vicinity of any jail facility kitchens.

O. Sanitation and Safety

1. Laws:

- a. The Contractor shall obey all federal, state and local laws and ordinances regarding health, sanitation, fire and safety, including the California Uniform Retail Food Facilities Law.
- b. The Contractor must maintain and make available to SFSD all Federal/State required forms relating to food services.
- c. The Contractor shall be subject to inspections in the kitchens by authorized personnel from the San Francisco Department of Public Health, the State/Local Fire Marshall, and the State Board of Community Corrections.
- d. The Contractor shall be responsible for ensuring that all inspections of the food service operation are successfully completed or that corrective action is immediately implemented as directed by the inspecting agency.

2. Food Handlers Cards and Medical Examinations:

- a. The Contractor will provide medical examinations as required by law and appropriate records for each employee will be kept on file with the Facility Commander.
- b. The Contractor will also include a current food handler's card on file with the Facility Commander for all Contractor staff and management.

3. The Contractor shall require medical clearance for any employee to return to work after a three (3) day absence due to illness.
4. Food Samples:
 - a. The Contractor shall save samples of all prepared foods for a period of not less than seventy-two (72) hours of its service for review by inspectors as well as testing in the event of an outbreak of food borne illness.
 - b. Samples must be clearly marked as to the dates and times of the preparation, service and appropriate cold storage.
5. Emergency Situation Reports:
 - a. The Contractor will be responsible for immediately notifying the on-duty Watch Commander of any fires in the kitchens or staff dining rooms.
 - b. The Contractor will be responsible for immediately notifying the on-duty Watch Commander of any accidents in the kitchens involving Contractor personnel and/or inmate workers assigned to food service duties.
 - c. The Contractor shall submit a written report to the Facility Commander with a copy to the Chief of the Custody Operations Division detailing the facts of the emergency within 24 hours.
6. Employee and Inmate Worker Physical Health:
 - a. The Contractor will not permit employees or assigned inmate workers with communicable health problems (including open sores) to work.
 - b. Inmate workers must pass the screening provided by Jail Health Services before being assigned to work in the kitchen.
 - c. As a precaution, the Contractor shall visually inspect the hands and face of each inmate worker prior to the start of each inmate worker shift.
 - d. Any inmates with suspicious symptoms must be directed to report to Jail Health Services and receive a written clearance before being permitted to work again.

P. Culinary/Vocational Program for Inmates

1. The SFSD will provide a minimum of 20 inmate workers at CJ#4 (or CJ#2 if, CJ#4 is closed) and a minimum of 20 inmate workers at CJ#5 for participation in the Culinary/Vocation Program. Contractor shall provide with its proposal job descriptions for all inmate workers.

2. The Contractor shall provide with its proposal a formal outline and curriculum of a comprehensive inmate culinary/vocational/ServSafe training program in Food Preparation and Basic Cooking for adoption at all jail facilities with kitchens, in co-ordination with the San Francisco Sheriff's Department and Five Keys Charter School Staff.
3. The Contractor shall be required to work closely with the SFSD and Five Keys Charter School Staff to meet State and Five Keys' requirements to provide educational credits for the program.
4. The Contractor shall coordinate the implementation of this culinary/vocational training programs with Five Keys Charter School's academic calendar, in all jail facilities with kitchens within 60 days of being awarded the contract and shall maintain the program on a continual basis over the life of this contract.
5. The Contractor must also document referrals and linkages to include post-release employment opportunities for inmates who participate in this culinary/vocational training program.
 - a. The documentation will be provided to the SFSD Director of Programs or their designee.
6. Contractor will work with the SFSD to develop performance metrics and provide quarterly reports regarding employment for participants.
 - a. The metrics will be developed with the SFSD Director of Programs and the Chief Deputy of Custody or their respective designee.
 - b. The quarterly reporting will be provided to the SFSD Director of Programs.

Q. Energy Conservation

1. When the kitchens are not in use or when food preparation is at a minimum, the Contractor will assume maximum utility and energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy-consuming items.
2. The Contractor will be responsible for turning off all non-essential equipment when the area is not in use.
3. The Contractor shall also be liable for the deliberate and/or neglectful use of utilities for all equipment and/or facilities under its direct control.
4. After receipt of two written warnings within a rolling twelve (12) month period, the Contractor will be subject to credit SFSD for the utility costs, related to each energy conservation violation, in which energy usage exceed

normal daily baseline usage by a percentage determined by both SFSD and the Contractor (see Section II.T).

R. Assignment

1. The Contractor's rights and obligations cannot be transferred or subcontracted without the written approval from the SFSD.
2. The SFSD by this agreement incurs no liability to third persons for payment of any compensation provided herein to Contractor.

S. Rights of Inspection and Grievances

1. Inspections:

- a. The Sheriff, or his designated representatives, may, for security, sanitation, food standards, quality of food preparation and service, Contractor employee performance or any other valid reason, conduct unannounced inspections of the facilities used in the performance of the contract. Please note that the SFSD's dietitian is included in this designation. Inspections may occur on weekdays, weekends, and holidays. If Contractor's General Manager is not on-site at the time of SFSD representative's unannounced arrival, then any other Contractor employee is expected to co-operate with this requirement.
- b. After each inspection, the Contractor will be advised in writing of an unsatisfactory condition for which the Contractor is responsible.
- c. The Contractor will promptly correct such deficiencies and communicate, in writing, within five (5) business days the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem.
- d. The Contractor will be required to maintain sufficient records to establish a verifiable audit trail that the required number of meals have been properly prepared with the proper amount and type (per approved specifications) of ingredients and portioned for the number of inmates present.

2. Grievances:

- a. All food service complaints by inmates and staff will be submitted in writing to the Facility Commander to be logged in, and then forwarded to the Contractor's Manager.
- b. Contractor will provide a suggested grievance tracking and response system in their proposal.

T. Credit for Non or Partial Performance

1. If, after written complaints have been submitted to the Contractor by the SFSD as provided for in Section II. S, Right of Inspection and Grievances, the SFSD determines that one or more substantial contract violations continue to occur, the SFSD shall have the right to require the Contractor to issue monthly or accounting period billing credits commensurate with the value lost.
2. Those violations considered substantial to the SFSD are presented as follows:
 - a. The Contractor has failed to prepare all or portions of the meal using the specific recipe, ingredient amounts proportionate to the number of persons to be served, improper preparation and/or rethermalization procedures (for advance preparation and convenience items), improper storage techniques and other points directly related to adherence to serving the menu specified.
 - b. The Contractor, through improper or inconsistent supervision, has failed to provide the specified portions to the inmates and/or the staff.
 - c. The Contractor has failed to adhere to its minimum purchase specifications.
 - d. The Contractor has willfully refused to utilize Federal Government Surplus Commodities.
 - e. The Contractor has, through circumstances within its control, caused all or portions of a meal to become contaminated.
 - f. The Contractor has, through circumstances within its control, failed to maintain the kitchen, staff dining room (if applicable), food preparation and storage equipment and warehouse space and all preparation and service utensils in a clean, sanitary manner.
 - g. The Contractor has, through circumstances within its control, failed to prevent any damage to the City and County and SFSD property, buildings or equipment.
 - h. The Contractor fails to provide not less than two staff persons in the kitchen whenever inmates are present. The specific intent of this clause is to assure the Sheriff that adequate Contractor staff is available to perform the tasks that will permit them to actively supervise inmate workers (i.e., office or storeroom related tasks are not acceptable.)
3. The Contractor shall include in the proposal contingency plans to provide service in the face of unexpected events, i.e., power failure, fire, riot, lockdown, labor strikes, earthquakes, ice storms, terrorist attacks, or acts of God that would preclude normal operations or performance.

U. SFSD Responsibilities

1. Facilities and Equipment:

- a. The SFSD will permit the Contractor to use the existing capital equipment, which the SFSD deems necessary for food service and related activities.
- b. Given proof of adequate maintenance (see Section I. 1, Preventative Maintenance) the SFSD will replace equipment it has provided, as it deems necessary. Consideration will be based on the expected life span of the equipment as determined by the manufacturer or any extraordinary circumstance.

2. Utilities:

- a. The SFSD shall provide all utilities necessary for the performance of the food service operations.
- b. The SFSD shall not guarantee an uninterrupted supply of water, electricity, gas, heat, air-conditioning or phone service.
- c. The SFSD shall be diligent in restoring services following an interruption.
- d. The SFSD will provide one phone line in each kitchen, without charge, for local phone call usage only (Area Codes 415 and 650).
- e. The SFSD will permit the Contractor, at its expense, to add additional phone lines if the locations can support additional phone lines.
- f. The Contractor shall pay for on-going phone use of any additional lines it installs.
- g. The Contractor shall request, in writing, permission to add any additional phone lines and must have written permission from the Facility Commander prior to adding any additional phone lines.

3. Meal Counts:

- a. The SFSD will, upon request, provide accurate meal counts by location and type to Contractor for meals to be served to the inmates.
- b. This meal count will include bag meals for inmates who are in transit at the facility awaiting transportation, housing assignments or release.
- c. The SFSD shall provide the meal count for each housing unit.

4. The SFSD will provide ingress and egress to secure areas, subject to security requirements, for the Contractor's employees.

5. The SFSD will provide any office furnishings listed in the kitchen inventory by jail site in Appendix C - Exhibit 5.

6. If the Contractor wants to provide its own furniture and/or equipment for the offices, such equipment must be inventoried and a copy of the inventory provided to the Custody Division Commander.
7. Contractor employees may use the same break room as SFSD employees at their assigned jail facility.
8. The Contractor must submit, within its proposal, a transition plan for assuming control of the food service operations and such a plan must include:
 - a. Transition plan that is no longer than 60 days
 - b. Hiring and training of staff
 - c. Completing the Jail Clearance process for staff
 - d. Medical screening of staff
 - e. Maintenance and equipment inspections
 - f. Purchasing necessary equipment items
 - g. Identifying Food and Goods suppliers
 - h. Conducting a complete inventory
 - i. Safety protocols
 - j. Any other factors necessary to assure there is no operational or security break in the system during said transition.
9. The Contractor agrees to fully and actively cooperate with any subsequent Contractor so as to insure a smooth transition.
10. In the event of any question or conflict, the SFSD's decision shall be binding on both parties.
11. The Contractor will submit, in writing, within 15 days of the end of each fiscal quarter (September, December, March and June) to the Sheriff's Chief Financial Officer and the Custody Division Commander, a report of food service activity to include, but not limited to, the following:
 - a. Submit a complete accounting of actual meals served including hot meals, bag lunches, religious and medical diets and snacks.
 - b. Details of all preventative maintenance performed on each piece of equipment including type of service, date and name of firm that performed the service.
 - c. Details of all repairs performed on each piece of equipment, including who performed the work and whether or not it was under warranty.
 - d. Provide copies of all reports and records required to qualify for Federal Surplus Commodities.
 - e. Financial (profit and loss) reports detailing the operations of San Francisco County Sheriff's Department's food service on a monthly/accounting period, as well as quarterly and year-to-date

- summary basis. These statements must be the same as those produced by the Contractor in comparable management fee accounts.
- f. Submit an assessment of the overall program strengths and weaknesses as well as recommendations for the improvement of food, service, cost control or other areas.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 4:00 p.m. (PST), on **Wednesday, January 31, 2018**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered electronically via the City's PeopleSoft system, or in person and left with **Henry Gong** or mailed to:

San Francisco Sheriff's Department - Finance
Attn: Henry Gong
1 Dr. Carlton B. Goodlett Pl. – Room 456
San Francisco, CA 94102

For hardcopy deliveries, Proposers shall submit **Four (4)** copies of the proposal and two copies, separately bound, of required CMD Forms in a sealed envelope clearly marked **Jail Food Service** to the above location. Proposals that are submitted by fax or email will not be accepted. Late submissions will not be considered.

B. Format

Hardcopy

Place proposals in three-ring binders for the review panel. Please use three-hole recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised of minimum of 30% post-consumer materials, and bind the proposal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).

Please include a Table of Contents.

Electronic

Submit an electronic version of the proposal on a USB stick or via the City's PeopleSoft bidding system.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).

Please include a Table of Contents.

C. Written Proposal and Price Proposal - Content

Firms interested in responding to this RFP must submit the following information, in the order specified below: Your written proposal shall not exceed **48** pages.

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 pages)

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 that your firm proposes to provide to the City. Include the following information:

- a. Describe in detail the services that will be provided to deliver the overall Scope of Work under Section II of RFP SHF2018-01; and
- b. Provide and submit a proposed six-week menu; and
- c. Schedule and ability to complete the project within the City's required time frame; and
- d. Assignment of work within your firm's work team.

4. Firm Qualifications (up to 8 pages)

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

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

5. Team Qualifications (up to 3 pages)

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

6. **References (up to 4 pages)**

Provide references for the projects that comprise your minimum qualifications. Proposer's references will be used to confirm and verify that proposer has met the minimum qualifications. Provide references for previous projects completed of similar size and scope to SFSD. If possible, similar projects completed for other Northern California law enforcement agencies or any California law enforcement agency. Proposer must utilize **APPENDIX E – Reference Form to submit references**. The Proposer must provide reference to at least **two (2)** but no more than **four (4)** recent clients (preferably other public agencies).

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

A maximum of three clients, per Proposer, will be randomly picked by the RFP administrator, Henry Gong, and will be contacted and requested to respond to the APPENDIX F – Reference Check form. These responses will be evaluated by the panel and assigned points.

7. **Price Proposal (35 Points Possible)**

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.

The Contractor will be compensated monthly on a per meal basis. Per meal cost must include all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, and coffee, etc. The Sheriff agrees to a request for a price per meal cost adjustment after the first 24 months of the contract, provided that such request does not result in an annual projected cost increase in excess of the increase justified in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, San Francisco Area Away from Home Food.

Please provide a fee proposal in a separate sealed envelope or electronic folder and in the format specified in **Appendix G: Price Proposal Format** that includes the following:

- a. Per Meal Price – Inmate Meal with a Hot Breakfast, a Hot Dinner, and a Cold Lunch (two hot meals and one cold meal)
\$ _____ (8 pts)
- b. Per Meal Price – Inmate Meal with a Cold Breakfast, a Cold Lunch, and a Hot Dinner (two cold meals and one hot meal)
\$ _____ (8 pts)
- c. Per Cup Price – Coffee service for Inmate Breakfast Meal
\$ _____ (6 pts)
- d. Per Meal Price – Staff Meal \$ _____ (5 pts)
- e. Per Month Fee – Coffee Service \$ _____ (4 pts)
- f. Per Month Fee - Garbage Service \$ _____ (4 pts)

Each fee proposal will be scored with the following formula:

$$\text{Score} = (\text{Lowest Proposed price} / \text{Proposer's price}) \times (\text{max Price points possible})$$

- g. *In the event Staff select just the following side items in lieu of a full Staff Meal, the items will be charged separately, and not as a full meal. Please provide pricing on the following side orders:

- i. Cold Cereal \$ _____
- ii. Milk (1% 1/2pt) \$ _____
- iii. Oatmeal Cup \$ _____
- v. Orange Juice/Fruit Punch \$ _____
- vi. Assorted Chips \$ _____
- vii. Yogurt \$ _____
- viii. Cookies \$ _____
- ix. Salad \$ _____

- h. *Hourly wage rates for Contractors

**The following submissions will not be used in the proposal evaluation. To ensure understanding of Section VII. C – Minimum Compensation Ordinance (MCO), please complete the following hourly pay rates for all Contractor employees performing work for the contract (service managers, service supervisor, cooks, servers, transporters, etc.).

- i. Per hour rate, Cook \$ _____
- ii. Per hour rate, Server \$ _____
- iii. Per hour rate, Transporter \$ _____
- iv. Per hour rate, (“fill-in” if required) \$ _____
- v. Per hour rate, (“fill-in” if required) \$ _____
- vi. Per hour rate, (“fill-in” if required) \$ _____

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

Proposals should contain the following statement:

“I certify that my company is headquartered at the following address _____
_____. I will notify the City if my company's
headquarters moves.”

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

The successful bidder as a result of a contract with the San Francisco County Sheriff's Department must meet the following objectives. Any proposal that does not demonstrate that the Contractor meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and may not be eligible for award of the contract.

1. Contractor must provide a comprehensive culinary program, including ServSafe training and certification, for prisoners working in the jail kitchens and participating in jail educational programs. Contract must affirm this program will be coordinated through the jail education program (Five Keys Charter School) and/or Five Keys' post-release program, and will include a job placement component.
2. Contractor's proposal response must affirm the service and food quality offered will meet established nutritional and health standards included in the California BSCC Title 15 Minimum Jail Standards, Article 12 Food.
3. Contractor must have at least five (5) years of experience providing food service operations in jails or prisons.
4. Contractor must provide proof of successful, current or past, food services management and operations to at least one (1) jail or prison the size of the City and county of San Francisco's jail system with an inmate population equaling 1,300 inmates or more.
5. Contractor must currently manage and operate an Inmate Food Service with minimum annual gross sales of \$1,000,000.
6. The Contractor's proposal must state all staff provided by Contractor will be professionally trained and familiar with correctional food service operations; a registered dietitian must be included in the staffing.
7. Contractor must warrant the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the SFSD and County of San Francisco ("SFSD") to provide inmate food services.
8. Contractor must provide assurances (such as an independent audit or yearly financial statement) that they are in good financial condition, and must have a demonstrated organization capability to administer public funds.
9. Contractor shall propose a timeline and transition plan to show how they will handle food services delivery in a seamless fashion. An evaluation will be made of the likelihood that Contractor's implementation plan will meet the SFSD's requirements.

10. Contractor must attend the Mandatory Pre-Proposal Conference and facilities tour.

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

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in managing jail facilities and jail programs. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. The evaluation panel will convene and review all proposals received by the due date and time. Upon completion of the review, the panelists will assign points, as outlined below. Up to **three (3)** of the firms with the highest scoring written proposals may be interviewed by the committee to make the final selection. The award will be made to the Contractor with the highest number of total points.

The Sheriff’s Department intends to award this contract to the agency that they consider will provide the best overall inmate meal service. The Sheriff’s Department reserves the right to accept an offer from other than the Contractor with the lowest meal fee proposal.

1. Overall Evaluation Process

The evaluation process will consist of the phases specified below with the following allocation of points

Evaluation Phase	Maximum Points
Screening of Minimum Qualifications	Pass/Fail
Written Proposal	60 possible points
Price Proposal	35 possible points
Oral Interview	5 possible points
TOTAL	100 possible points

Screening of Minimum Qualifications

Each proposal will be reviewed for initial determinations on whether Proposer meets minimum qualifications referenced in Section IV. A of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process.

Proposer must ensure to clearly demonstrate and detail, in the Written Proposal, that the qualifications are met. The City reserves the right to request

clarifications from proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide a proposer the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

Written Proposal Evaluation (60 points possible)

The proposals will be evaluated by a selection committee comprised of parties with expertise in the needed services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

- a. Project Approach (30 points possible)
 - i. Thorough understanding of the purpose and scope of the project, deliverables, and the tasks to be performed, etc.
 - ii. Provide a logical approach to fulfilling the requirements of the RFP.
 - iii. Proposer shall include an effective transition plan to begin service within 60 days of contract start.
 - iv. Reasonableness of work schedule and project approach.
- b. Assigned Project Staff 15 points possible)
 - i. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person; and
 - ii. Professional qualifications and education; and
 - iii. Workload, staff availability and accessibility.
- c. Experience of Firm and Sub-consultants (15 points possible)
 - i. Expertise of the firm and sub-consultants in the fields necessary to complete the tasks; and
 - ii. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
 - iii. Experience with similar projects; and
 - iv. Results of reference checks responses (APPENDIX F)

Price Proposal (35 points possible)

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

- i. Per Meal Price - Inmate Meal – Hot Breakfast, Cold Lunch, and Hot Dinner \$ ____ (8 pts possible)
- ii. Per Meal Price – Inmate Meal - Cold Breakfast, Cold Lunch, and Hot Dinner \$_____ (8 pts possible)
- iii. Per Cup Price – Inmate Coffee Service with Breakfast Meal \$ ____ (6 pts possible)
- iv. Per Meal Price - Staff Meal \$_____ (5 pts possible)
- v. Staff Coffee Service fee – per month \$____ (4 pts possible)
- vi. Garbage Service fee – per month \$_____ (4 pts possible)

The Price Proposal score will be determined by the equation below and will be based on the total price proposal.

$$\text{Score} = (\text{Lowest Proposed price} / \text{Proposer's price}) \times (\text{max Price points possible})$$

Oral Interview (5 points)

Following the evaluation of the written proposals, the **top three (3)** proposers receiving the highest written proposal scores may be invited to an oral interview. The interview will consist of standard questions asked of each of the **three (3)** proposers that received the highest written proposal scores. Proposers interviewed will be awarded points between 5 and 0. Vendors who are not invited to interview will receive zero points. If no interviews are conducted all Proposers will receive 5 points.

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

V. Pre-proposal Conference and Contract award

A. Pre-Proposal Conference

Proposers must attend a pre-proposal conference and facilities tour on **Friday, January 19, 2018, at 9:00 am** to be held at **County Jail #1, 425 7th Street, San Francisco, Lobby Conference Room**. Each Contractor may have no more than two representatives at the pre-proposal conference held at the beginning of the jail tour. Because of jail security, only one agency representative shall be allowed on the jail tour. This representative must provide a valid California or out of state Driver's License or state identification cards prior to jail entry.

The conference will convene promptly at 9:00 am with an introduction and review of the RFP. This will be followed by a jail tour of County Jails #3 and #4 located at 850 Bryant Street (within walking distance of 425 7th Street). At the conclusion of the San Francisco jails tour, the tour will commence at the San Bruno jail facilities at #1 Moreland Drive, San Bruno. The Sheriff's Department will not be providing transportation to or from the San Bruno jail facilities. It takes approximately 45 minutes to travel between jails. The approximate time to conduct the pre-proposal conference and jail tour is five hours, but the schedule is subject to change, as may be required due to facility operational needs. Any Contractor that has not attended the pre-proposal conference and jail tour will be considered non-responsive to the requirements of the RFP, and will not have their proposal evaluated. All questions regarding the RFP will be noted and answered via a Bid Addendum, which will be posted on the Supplier Portal website at <https://sfsupplierportal.sfgov.org>.

All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

Question and Answer Period

Proposers shall submit all questions concerning this Request for Proposal in writing by email only during the Question and Answer Period, ending **Tuesday, January 23, 2018**, no later than **12:00 pm PST** and directed to: **henry.gong@sfgov.org**. Questions and Answers will be posted publically. All questions concerning the RFP or process shall be submitted no later than 72 hours prior to the proposal deadline.

HENRY GONG, ADMINISTRATIVE ANALYST
City and County of San Francisco
SHERIFF'S DEPARTMENT
1 DR. CARLTON B. GOODLETT PLACE; ROOM 456
SAN FRANCISCO, CA 94102
henry.gong@sfgov.org

Please reference RFP No. SHF2018-01.

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

<https://sfsupplierportal.sfgov.org/>

B. Contract Award

The Sheriff's Department will select a proposer with whom Sheriff's Department staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Sheriff's Department, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

Proposers shall submit all questions concerning this Contract Proposal, scope of services or requirements in writing by email only during the Question and Answer Period, ending **Tuesday, January 23, 2018** no later than **12:00 pm** PST and directed to: **henry.gong@sfgov.org**. All Proposer questions concerning the bid process shall be submitted no later than 72 hours prior to the bid deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not less than 72 hours prior to the RFP deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department 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 Bid Addendum(s). It is the responsibility of the proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City's Supplier Portal website: <http://sfsupplierportal.sfgov.org/>

E. Term of Proposal

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

F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

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

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

3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

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

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

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

L. Reservations of Rights by the City

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

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

N. Local Business Enterprise Goals and Outreach

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

Each solicitation process requires a **new submittal of CMD Attachment 2 forms** at the following link, located under the heading “Attachment 2: Requirements for Architecture, Engineering, & Professional Services Contracts”:

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

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

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

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

1. Local Business Enterprise Goals and Outreach

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

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

2. LBE Sub-consultant Participation Requirement

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

The LBE sub-consulting goal is **0** % of the total value of the goods and/or services to be procured. Sub-consulting goals can only be met with CMD-certified Small or Micro-LBEs located in San Francisco.

3. Link to LBE Sub-consultant Directory

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

http://mission.sfgov.org/hrc_certification/

4. Good Faith Outreach to Select LBE Sub-consultants

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

5. Documentation of Good Faith Outreach Efforts

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

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

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

6. LBE Participation and Rating Bonuses

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

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

Joint Venture Rating Bonus If applying for a rating bonus as a joint venture, the LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the response, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The

portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

7. Application of the Rating bonus:

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

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

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

8. CMD Contact

If you have any questions concerning the CMD Forms and to ensure that your response is not rejected for failing to comply with S.F. Administrative Code Chapter 14B requirements, please call **Lupe Arreola, the CMD Contract Compliance Officer for this solicitation at (415) 558-4059 or by e-mail at lupe.arreola@sfgov.org; or the main CMD phone number (415) 581-2310**. The forms will be reviewed prior to the evaluation process.

VII. Contract Requirements

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

B. Nondiscrimination in Contracts and Benefits

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

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

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

D. Health Care Accountability Ordinance (HCAO)

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

E. First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

F. Conflicts of Interest

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

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

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

B. Protest of Non-Responsible Determination

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Protest of Contract Award

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

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

D. Delivery of Protests

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

**Henry Gong
San Francisco Sheriff's Department – Finance
City Hall – Room 456
1 Dr. Carlton B. Goodlett Pl.
San Francisco, CA 94102**

Appendix A
Standard Forms

A. How to become Eligible to Do Business with the City:

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

B. Mandatory Forms:

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

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

C. Vendor Eligibility and Invoice Payment:



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

D. Vendor Eligibility Forms:

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

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

E. Supplemental Forms:

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

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

Appendix B



(P-600) Professional Services Contract (Separate Document)

Appendix C

Exhibit 1 through 6 (Separate Document)

Appendix D

San Francisco Sheriff's Department Jail Clearance Policy

 ADMINISTRATION AND PROGRAMS DIVISION POLICY AND PROCEDURE	Date Issued: 11/16/2011	Policy #: ADP 01-04
	Last Revised: 07/03/2014	
	Related Policies: SFSD 01-08 Jail Clearances	
	Approved By:  Kathy Gorwood, Chief Deputy #1319	
Chapter: 01 Background Investigations Unit	Title: Jail Clearances	

POLICY: It is the policy of the San Francisco Sheriff's Department (SFSD) to ensure individuals who provide health service, food service, legal counsel, religious counsel and other necessary and / or community services to the inmates have a method of obtaining an approved clearance to enter jail facilities.

PURPOSE: To provide guidelines on how to clear properly an individual requiring an Administrative or Long Term Jail Clearance for limited access or a specified period of time.

I. General:

- A. An Administrative Jail Clearance is provided to an individual who requires limited access to jail facilities for the purpose of conducting repairs to equipment, job interviews, jail tours approved by the Sheriff, client interviews, and other legitimate reasons as deemed appropriate by a Facility Commander. An Administrative Jail Clearance has an expiration date and is provided after a criminal history and warrant check have been completed.
- B. A Long Term Jail Clearance is provided by the SFSD after a criminal history check and fingerprints check. Such a clearance is provided to individuals who are authorized to provide a continuing service for the SFSD or who require ongoing clearance as a condition of their employment. A continuing service is defined as a minimum of three visits per week to any jail facility. This clearance has an expiration date and must be renewed annually.
- C. A Facility Commander or designee may approve an Administrative Jail Clearance at the facility for a specific day or event.
- D. The Custody Division Commander may approve an Administrative Jail Clearance for all jail facilities.

II. Procedures:

- A. Administrative Jail Clearance requests shall be delivered to the Background Investigation Unit at least 48 hours prior to the anticipated start date by a person(s) authorized by the SFSD.
 - 1. The investigator receiving the request will check the request form for completion.
 - 2. The investigator shall conduct a complete criminal history inquiry to determine if the individual is eligible for jail clearance per the guidelines stated in policy and procedure SFSD 01-08 Jail Clearances and this policy.

Jail Clearances

3. The completed request form will be returned to the requesting person(s) stating whether or not the individual is eligible for a jail clearance.
- B. Long Term Jail Clearance requests shall be delivered to the Background Investigation Unit by a person(s) authorized by the SFSD.
1. The investigator receiving the request will check the request form for completion.
 2. The investigator shall conduct a complete criminal history inquiry to determine if the individual is eligible for jail clearance per the guidelines stated in policy and procedure SFSD 01-08 Jail Clearance and this policy.
 3. Applicants for jail clearance shall make an appointment to be Live Scan fingerprinted.
 4. The investigator will wait for fingerprint results before determining whether or not the applicant's clearance request is approved or denied.
- C. Clearance requests will be denied if any of the following is determined while conducting a complete criminal justice information system query:
1. Any falsified document or statement on the application form.
 2. An unverifiable address.
 3. No valid picture identification.
 4. Currently on active probation or parole.
 5. Currently on Post Release Community Supervision as authorized by AB109 and any trailing legislation affecting the State's Realignment.
 6. Currently on Court Mandated Supervision pursuant to a split sentence as authorized by AB109 and any trailing legislation affecting the State's Realignment.
 7. Applicant is a convicted sex offender and is required to register as such.
 8. Applicant is convicted of any type of sex crime against a minor.
 9. Applicant falls under Section 115.11 of the Prison Rape Elimination Act (PREA).
 10. Applicant has a felony conviction of 187 Penal Code (P.C.) or 192 P.C. or any subsection.
 11. Applicant has committed any act(s) of terrorism as defined in sections 2331-2339D of the United States Code.
 12. Applicant was convicted of a drug related, weapons related, gang-related or violence related felony within the last three years from the date of the application or any other felony within one year of the date of the application or, if no convictions, has an extensive criminal record (five or more arrests) with drugs or violent crimes within the previous five years.
 13. Applicant has any felony charges pending adjudication.
 14. Applicant was released from a county jail within the last year or a state prison within the last two years at the time of the application, pursuant to serving a sentence upon a conviction of a crime or parole violation.

Jail Clearances

15. Applicant has outstanding warrants, felony or misdemeanor, in or outside of California.
16. Traffic warrants (must be paid and proof of payment must be provided before a clearance is approved).
17. Applicant has had his / her jail clearance previously revoked by the SFSD.
18. A jail orientation class maybe required as part of the clearance process.

III. Revoked Clearances

- A. A Long Term or Administrative Jail Clearance may be suspended or revoked if there is written documentation of a violation(s) of jail rules and / or SFSD rules and regulations including, but not limited to:
 1. Introduction of contraband, including tobacco or tobacco products.
 2. Sexual contact, consensual or not, within the jail, or any physical contact including, but not limited, hugging, kissing,
 3. Use of jail access for purely social, non-business purposes; or
 4. A violation of any federal, state, or local law.
- B. A Facility Commander or designee may authorize the termination of a visit or interview if inappropriate conduct is observed.
- C. A Facility Commander or designee may deny a jail clearance for any other articulable reason that indicates a possible threat to the security of the jail facility or behavior that has caused a disruption to jail operations.

IV. Exceptions To Revoked Clearances

- A. Exceptions to this policy apply when an inmate who is in SFSD custody is participating in an in-custody program, is subsequently released from custody and continues in a post-release program capacity or job placement and is requesting access to the grounds of a jail and not access to inside a jail itself.
 1. These exceptions are only for individuals who are on probation, parole, or Post Release Community Supervision following their release from SFSD custody.
 - a. There are no exceptions for those who meet criteria under Section II - Procedures; numbers 7, 8, 9 and 10, while at the initial clearance level. Applicants may appeal through the appeal process as indicated in this policy.
 2. Individuals seeking access inside the secure area of a jail under this section, who otherwise meet the criteria in section III. Revoked Clearances, subsection D. must obtain permission from either a facility or division commander prior to entry.
 - a. If the individual is denied access inside the secure area of a jail by either the facility or division, that person may appeal the denial by forwarding a written request of appeal directly to the Undersheriff.
- B. In the event that an Administrative or Long Term Jail Clearance request is denied, the applicant may appeal through the following chain of command:
 1. Background Unit Supervisor

Jail Clearances

2. Custody Division Commander
3. Undersheriff
4. Sheriff

V. Post Revocation Procedures

- A. When a Long Term or Administrative Jail clearance is revoked, the Jail Clearance Officer or investigator will send a notice for posting in all jail facilities.
- B. The Jail Clearance Officer or investigator will remove the individual's name from the Jail Clearance List.
- C. The Jail clearance Officer or investigator will notify the individual whose clearance was revoked and his/her employer if applicable. The individuals will also be ordered to surrender their San Francisco Sheriff's Department ID card (if issued) to the Jail clearance Officer at 120 14th St.
- D. The ID card (if issued) will be confiscated from the individual if he / she attempt to gain access into any jail facility once clearance has been revoked.

VI. Forms

Administrative and Long Term Clearance Request Form

VII. Reference:

California Penal Code
AB 109
Prison Rape Elimination Act of 2003

Appendix E

**REFERENCES
RFP SHF2018-01 Jail Food Service**

Reference #1

Agency Name _____

Agency Address _____

Contract Person _____ Contact Phone Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type: Jail _____ Prison _____ Juvenile _____ Other _____

Contract Term: Original _____ Extension _____ Renewal _____ Rebid _____

Contract Period (contract Start Date and Expiration Date): _____

Description of the Services/Equipment Provided: _____

Select Contract Status: Current Contract _____ Prior Contract _____ Terminated Contract _____

Lost in Rebid _____ Other _____

If Contract was Terminated, specify by whom: Agency _____ Contractor _____

Reason for termination: _____

If Contract was Lost in Rebid, specify award recipient: _____

If Contract was Lost due to Other reason, specify: _____

REFERENCES

RFP SHF2018-01 Jail Food Service

Reference #2

Agency Name _____

Agency Address _____

Contract Person _____ Contact Phone Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type: Jail _____ Prison _____ Juvenile _____ Other _____

Contract Term: Original _____ Extension _____ Renewal _____ Rebid _____

Contract Period (contract Start Date and Expiration Date): _____

Description of the Services/Equipment Provided: _____

Select Contract Status: Current Contract _____ Prior Contract _____ Terminated Contract _____

Lost in Rebid _____ Other _____

If Contract was Terminated, specify by whom: Agency _____ Contractor _____

Reason for termination: _____

If Contract was Lost in Rebid, specify award recipient: _____

If Contract was Lost due to Other reason, specify: _____

REFERENCES

RFP SHF2018-01 Jail Food Service

Reference #3

Agency Name _____

Agency Address _____

Contract Person _____ Contact Phone Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type: Jail _____ Prison _____ Juvenile _____ Other _____

Contract Term: Original _____ Extension _____ Renewal _____ Rebid _____

Contract Period (contract Start Date and Expiration Date): _____

Description of the Services/Equipment Provided: _____

Select Contract Status: Current Contract _____ Prior Contract _____ Terminated Contract _____

Lost in Rebid _____ Other _____

If Contract was Terminated, specify by whom: Agency _____ Contractor _____

Reason for termination: _____

If Contract was Lost in Rebid, specify award recipient: _____

If Contract was Lost due to Other reason, specify: _____

REFERENCES

RFP SHF2018-01 Jail Food Service

Reference #4

Agency Name _____

Agency Address _____

Contract Person _____ Contact Phone Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type: Jail _____ Prison _____ Juvenile _____ Other _____

Contract Term: Original _____ Extension _____ Renewal _____ Rebid _____

Contract Period (contract Start Date and Expiration Date): _____

Description of the Services/Equipment Provided: _____

Select Contract Status: Current Contract _____ Prior Contract _____ Terminated Contract _____

Lost in Rebid _____ Other _____

If Contract was Terminated, specify by whom: Agency _____ Contractor _____

Reason for termination: _____

If Contract was Lost in Rebid, specify award recipient: _____

If Contract was Lost due to Other reason, specify: _____

Appendix F

San Francisco Sheriff's Department Jail Clearance Policy



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

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



**VICKI L. HENNESSY
SHERIFF**

RFP #SHF2018-01

Jail Food Service

APPENDIX F

REFERENCE CHECK FOR RFP #SHF2018-01, JAIL FOOD SERVICE

|

1. PROPOSER SUBMITTING REFERENCE INFORMATION:

2. AGENCY PROVIDING REFERENCE:

CONTACT PERSON _____

EMAIL _____

ADDRESS _____

PHONE # _____

Signature of reference provider: _____

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

Question #1: Please state approximately how often, in a one year period; inmate meal delivery is late by over 30 minutes.

Question #2: Please state approximately how often, in a one year period, the temperature of inmate delivered meals is below the requirement.

Question #3: Does your meal provider conduct a yearly inmate satisfaction survey?

Question #4: What is your monthly estimate of inmate grievances related to food and food service?

Question #5: What is the estimate of monthly billing disputes, and is there a process in-place to provide resolution?

Question #6: On a scale of 1 to 10, with the most favorable being 10, how would you rate your inmate meal provider?

Question #7: Please provide the strengths and weaknesses of your Inmate Meal Service Provider.

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

Appendix G
Price Proposal Form