

# **City and County of San Francisco**

## **Request for Proposals for**

### **Pretrial Services**

**RFP # SHF | 2020-04/Sourcing Event No. 0000004830**



Date issued:

December 22, 2020

Mandatory Pre-Proposal Intent to Bid: January 5, 2021 @ 2:00 p.m.

Proposal due:

February 15, 2021 @ 2:00 p.m.

Request for Proposals for **Pretrial Services**

TABLE OF CONTENTS

	<u>Page</u>
<b>I.</b> Introduction and Schedule.....	1
<b>II.</b> Background Information and Scope of Work.....	3
<b>III.</b> Submission Requirements.....	11
<b>IV.</b> Evaluation and Selection Criteria.....	15
<b>V.</b> Mandatory Pre-proposal Intent to Bid Submission and Contract Award.....	18
<b>VI.</b> Terms and Conditions for Receipt of Proposals.....	19
<b>VII.</b> Contract Requirements.....	26
<b>VIII.</b> Protest Procedures.....	27

**Appendices:**

- A. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.
- B. Budget Proposal Format (these forms accompany every contract) separate document
- C. Sample Agreement for Professional Services (form P-600)
- D. Sample Invoice and Modification Form (these forms utilized with every contract)
- E. CMD Attachment 2 Form

**Request for Proposals for  
Pretrial Services**

**I. Introduction and Schedule**

**A. General**

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

1. Pretrial Risk Assessment
2. Probable Cause review
3. Alternatives to Pretrial Incarceration with Levels of Supervision matched to risk
4. Pretrial Diversion for person charged with misdemeanors
5. Group Facilitation

The contract shall have an original term of three years and SFSO shall be the sole administrator of services. The original contract term is the period from the award execution date, approximately July 01, 2021, through the last day of the month of a thirty-six consecutive month period. In addition, the City shall have two options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. The maximum period of the contract shall not be more than five (5) years.

The contract total compensation for the original period is expected to not exceed **\$19,011,273 (\$6,337,091/per year)**. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. **All funding is contingent upon availability of funds for every fiscal year covered under this RFP, satisfactory program performance and demonstrated need for proposed services.**

**B. Schedule**

The anticipated schedule for selecting a provider is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	<u>Tuesday, December 22, 2020</u>
Mandatory Pre-Proposal Intent to Bid	<u>Tuesday, January 5, 2021 2:00pm</u>

## RFP for SHF2020-04 Pretrial Services

Deadline for submission of written questions or requests for clarification

Tuesday, January 19, 2021 4:00pm

Answers to written questions and request for Clarification posted to City Website

Friday, January 22, 2021 4:00pm

Proposals due

Monday, February 15, 2021 2:00pm

Oral interview with firms selected for further consideration

TBD

### **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. Background Information and Scope of Work**

**A. Background Information**

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

<b>Facility</b>	<b>Capacity</b>	<b>Location</b>	<b>Use</b>
County Jail #1	N/A	425-7 <sup>th</sup> Street	Intake and Release – No Housing
County Jail #2	392 Beds	425-7 <sup>th</sup> Street	The only jail in the system that houses women, but it also houses men. This jail also houses a sub-acute psychiatric housing unit and a medical step down unit.
County Jail #3C	768	1 Moreland Drive, San Bruno	Men’s housing, pod design
Community Programs: Women’s Resource Center	N/A	930 Bryant Street	Reentry and education services for women
ZSFGH	N/A	1001 Potrero Ave	Releases at the hospital.
Community Programs	N/A	70 Oak Grove	Reentry and education services

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

For calendar year 2019, the total number of bookings in the San Francisco county jail system were 17,597, while the approximate number of unique individuals booked was 11,258. The gender of the unique individuals booked was:

- Male: 9,127
- Female: 2,131

The average length of stay for all persons was 25 days and for those who stayed beyond the first three days, the average length of stay was 33 days. Of the unique individuals booked, the following information was recorded at the time of booking in terms of residence:

- San Francisco residence: 6,131
- Non SF residence: 2,889
- Unknown: 153
- Homeless: 3
- Transient: 2,080

RFP for SHF2020-04 Pretrial Services

The age range of the unique individuals booked was:

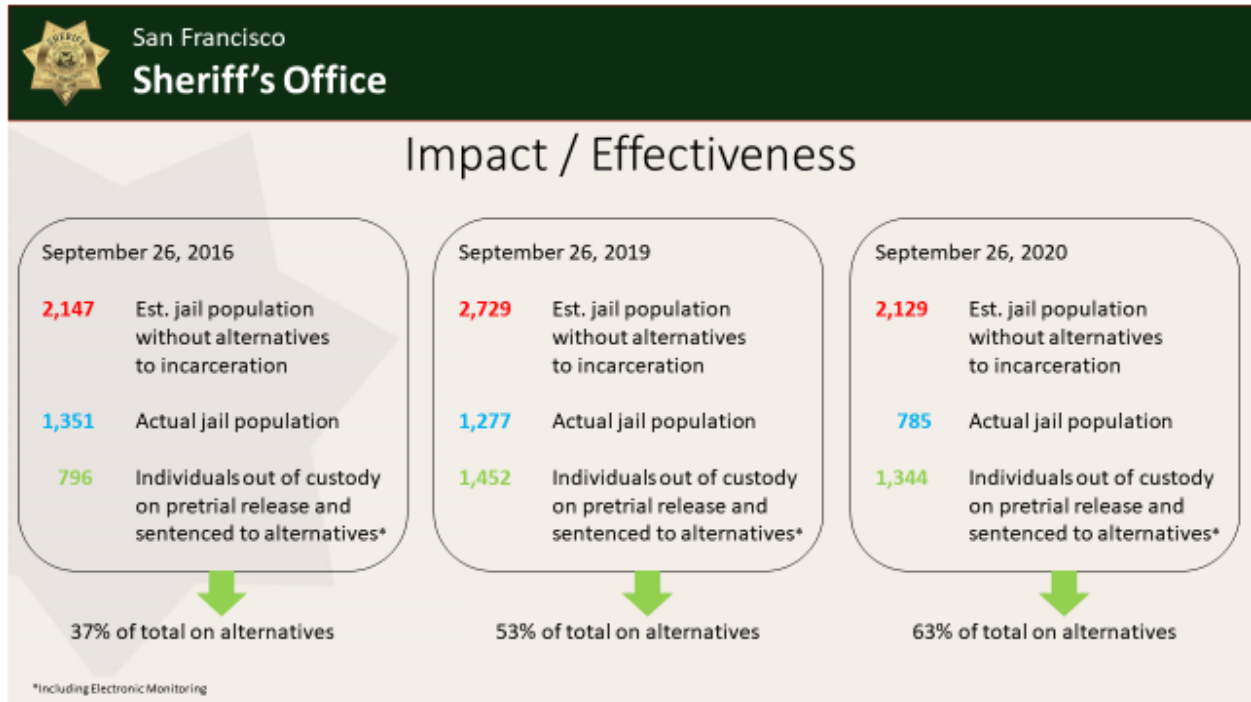
- 18-25 2,507
- 26-30 2,089
- 31-39 2,901
- 40-55 2,870
- 56+ 891

During a January 2019 housing survey, 44% of responding inmates reported that they were living on the streets or in shelters prior to their arrest. Approximately 90% of the jail population is pre-sentenced and 10% are serving a sentence. Additionally, it should be noted that the number and acuity of persons in custody with mental illness has increased in recent years as reflected in the table below:

	2010	2011	2012	2013	2014	2015	2016	2017	2018
# Rec Psych Meds	200	169	184	190	162	183	235	249	350
Total Jail Population	1682	1497	1506	1262	1129	1341	1493	1439	1320
% Rec Psych Meds	11.9%	11.3%	12.2%	15.1%	14.3%	13.6%	15.7%	17.3%	26.5%

**Notes: Each unit of service is considered 15 minutes of client contact or work on behalf of a client.**

The following charts describe the role that pretrial release has played in reducing the average daily count in the jails.



## B. Scope of Work

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

### Probable Cause Facilitation

Probable cause facilitation refers to the process by which an arrest report is presented to the Duty Officer within 48 hours of arrest for a probable cause determination. 365 days per year, the contractor providing pretrial services will monitor arrested defendants who remain in custody and collect arrest reports from any law enforcement agency booking subjects into the San Francisco County Jail. The contractor providing pretrial services is expected to prepare this information for review by the Duty Officer. The Duty Officer can: (1) find probable cause; (2) find no probable cause; or (3) authorize an extension of time for Probable Cause staff to obtain

the arrest report. In the event that no probable cause is found, the contractor shall present a certified copy of the order to the Sheriff's Office and notify the District Attorney's Office.

### **Pretrial Risk Assessment**

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

The San Francisco Sheriff's Office (SFSO) has developed new procedural requirements for pre-arraignment release. Contractors providing pretrial services shall be expected to provide the following services:

- Provide staff coverage 24-hour, 7-days per week.
- Determine eligibility for pre-arraignment release per 1270.1PC and 1319.5PC and communicate status of newly booked inmates to SFSO.
- Print, process, analyze, and summarize criminal history information, ensuring completeness and accuracy.
- Submit PSA workups for eligible cases within 8 hours of ID confirmation.
- Provide SFSO detailed explanation of any late submissions and any implemented corrective measures.
- Monitor the 18-hour timeline for judicial release determinations and communicate with the duty judge to provide any needed additional information
- Provide the SFSO Records Unit with the No Decision Rendered Form and the Public Safety Assessment Decision Making Frame work recommendation in the event that a judicial decision has not been made before the prescribed deadline.
- Monitor the submission of declarations submitted by law enforcement agencies that may extend the 18-hour timeline to 30-hours and communicate with the Courts and SFSO details pertaining to any received declarations.
- Monitor the submission of 1269c petitions for either judicial review in less than 18 hours or for Own Recognizance release for those with offenses enumerated in California Penal Code Section 1270.1(a), and provide SFSO with regular updates regarding the number and outcomes of submitted petitions.



## RFP for SHF2020-04 Pretrial Services

- Make routine contact with persons incarcerated in the San Francisco County Jail to communicate the outcome of the judicial review including whether release was denied and bail was set by the Court.
- Work with SFSO to provide timely reports to the Court including data review and cleaning, and report drafting.

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

### Continuum of Supervision levels

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

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

Defendants released to Assertive Case Management (ACM) require the most supervision and SFSO is seeking a contractor skilled in providing intensive case management. ACM clients will be released from custody directly to staff, however prior to release, staff will conduct a needs assessment, including the Brief Jail Mental Health Screening (BJMHS) which identifies clients who should receive further clinical assessments, and explain program requirements. Contractor staff will identify behavioral health needs, housing status, and other needs through

## RFP for SHF2020-04 Pretrial Services

this screening and assessment results will be used along with the PSA to inform release conditions. In addition, those flagged by the BJMHS as needing further assessment, will be referred to the Citywide Forensics Clinician that is funded by the SFSO to provide support to clients released pretrial. Contractor's designated case managers shall be required to closely monitor Client participation and submit progress reports to the Court. In addition, in order to provide necessary ACM supervision, the contractor shall:

- Collaborate with community-based treatment providers and other supports that serve the target population, and maintain an understanding of their capacities, and areas of expertise.
- Collaborate with the Department of Homelessness and Supportive Housing to ensure that all clients experiencing homelessness are assessed for Adult Coordinated Entry.
- Create release plans that ensure that expectations for each defendant are feasible, make sense to the defendant, and are presented in a consistent manner.
- Provide strengths-based case management that works with clients to identify their strengths and focuses on maintaining protective factors.
- Maintain service delivery standards that incorporate an understanding of the impact of trauma into assessment, treatment, and supervision practices.
- Maintain service delivery standards that incorporate an individual assessment while recognizing that clients will be at different stages of behavioral change. Staff must be trained in managing denial and resistance.
- Maintain service delivery standards that advance intrinsic motivations.
- Provide individual client progress reports to the Court and on-going cumulative evaluations of the program to SFSO and Court.
- Continually monitor court ordered conditions that includes immediate interventions and communication with the Court regarding continued non-compliance.
- Facilitate release and transportation of pretrial defendants to residential treatment at the request of the Court.

In addition, SFSO recognizes that a subset of ACM clients will have more acute mental health, primary care and substance abuse disorder treatment needs in conjunction with homelessness or unstable housing. A successful proposal will address these needs by identifying a multidisciplinary team of Clinicians, Case Managers, and Peer Advocates or Outreach Workers. SFSO supports these efforts by funding a UCSF Citywide clinician who has expertise in the Department of Public Health's System of Care and who will be able to conduct an in-depth behavioral health assessment for clients flagged by the Brief Jail Mental Health Screening, along with ongoing counseling, support, referral, and placement advocacy services. A successful proposal will describe how this position is embedded within the ACM team. In addition, staff should be prepared to accompany vulnerable clients to all of their court dates. When a client has not complied with release conditions, the staff must attempt to locate them, including contacting friends and family, outreach to certain neighborhoods and establishments, collaborating with medical and/or other social service providers, and monitoring the jails and hospitals in case of re-incarceration or hospitalization, as needed. If a client fails to appear for court, contractor shall continue outreach efforts in the hopes of assisting the client in filing a motion to recall the bench

## RFP for SHF2020-04 Pretrial Services

warrant. For those clients receiving clinical services through the program, the contractor shall make plans for transitions to post-adjudication care.

### **Pretrial Diversion**

Pretrial Diversion provides misdemeanor offenders the opportunity to complete a program, or community service in lieu of traditional criminal proceedings. Successful completion of the program may result in the dismissal of the case. In order to be eligible for diversion, clients must not have any convictions within the past 5 years. The District Attorney determines Pretrial Diversion Eligibility. In addition to community service hours, Pretrial Diversion programs may include substance abuse treatment, anger management classes, parenting or domestic violence groups.

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

In many cases, the Court allows contractor staff to waive the court appearances of those clients who have maintained contact and progressed on their treatment plan. However, if a client is not in compliance with a court order, or has not been adhering to the service plan, the client will be required to attend court.

### **Group Facilitation**

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

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

Once allowed by the Department of Public Health, contractor will provide a minimum of seven hours per week of group facilitation between 8am and 8pm at the Community Program site located at 70 Oak Grove. A successful proposal will also include a gender-specific curriculum

for self-identified females at the SFSO Women's Resource Center, located at 930 Bryant Street. The SFSO reserves the right to change the times and days at their sole discretion.

## **Staffing**

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

## **Data Collection and Reporting**

Documenting interactions with clients is essential to effective case management. Recording casework information is a means of accountability to the client, the Court and the Sheriff's Office. A successful proposal will demonstrate the agency's capacity to maintain a sophisticated information management system(s) capable of providing reports required by the Sheriff's Office and the Courts. In addition, a successful proposal will include information on how client compliance is tracked and a methodology for notification of the Court when clients are not in compliance with release conditions. The following are examples of reports that will be required:

- Times for the following events: ID confirmation, PSA workup submission, submission of any additional workup materials received after 8 hours, submission of affidavits by law enforcement agencies, judicial determination, no judicial decision if the 18 or 30 hours has expired without judicial determination, client release or notification to the client of release denial.
- Number eligible and number and reason for pre-arraignment ineligibility for all cases reviewed by Own Recognizance staff.
- PSA Report recommendations and Judicial determinations including information on the number denied pre-arraignment due to missing information.

## RFP for SHF2020-04 Pretrial Services

- Number of automatic release determinations (if no judicial decision) for all pre-arraignment cases.
- Number and submission information for all affidavits submitted by law enforcement agencies.
- Daily count of clients participating in all of the various components;
- Daily log of Criminal Offender Record Information (CORI) distribution;
- Monthly performance metric reports including appearance rates;
- Quarterly performance metric reports including safety rates;
- Weekly data transfers to SFSO ITSS to monitor compliance with Buffin protocols.

### III. Submission Requirements

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

Proposals must be received electronically via e-mail by **2:00 P.M. (PST) on Monday, February 15, 2021. E-mail is required.** Please e-mail proposals to:

[Lorena.Marquez@sfgov.org](mailto:Lorena.Marquez@sfgov.org)

Late submissions will not be considered.

#### Format

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). The font size may not be smaller than 10 pt. in single space and must be doubled spaced. You must submit one electronic version of the documents, which includes the proposal in Word document and PDF format and the budget proposal in Excel format.

Please include a Table of Contents.

The proposed services must be clearly explained, including a detailed description of the tasks, equipment and services that will be used to meet the proposal requirement. The reader of the proposal should have a clear understanding of each portion as well as the overall process. The use of acronyms, legal terms and industry jargon should be avoided.

All proposals must clearly explain, in detail, the services that the agency is proposing to provide. Do not incorporate the service descriptions above by reference (e.g. "Services shall be provided as described in the RFP.") Any proposal submitted without clear description for those services applied for may be rejected from consideration.

#### B. Content

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

1. **Table of Contents (1 page)**
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. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Assignment of work within your firm's work team.
- d. Describe data collections methods and how Proposer will track outcomes of program participants.

**4. Firm Qualifications (up to 5 pages per collaboration)**

If multiple agencies are collaborating on a proposal each agency should complete an explanation of qualifications.

- 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. Organizational chart that shows how the services fits into the firm's organization.
- d. List of Board of Directors and dates of 2020 Board meetings. Please also indicate which meetings were open to the public per Chapter 12L of the S.F. Administrative code.

**5. Team Qualifications (up to 5 pages)**

Provide a staffing plan for each of the following components:

- Probable Cause review and Pretrial Risk Assessment
- Alternatives to Pretrial Incarceration NAS, MS and ACM
- Pretrial Diversion for persons charged with misdemeanors
- Group Facilitation

Show all positions that will contribute to providing the scope of work, including the position title, a summary of the position duties, the level of experience and education required for the position, whether the position is now filled, and the proposed hourly rate of pay. If the position is filled, provide the years of experience and educational background of the incumbent. Use the format defined below.

RFP for SHF2020-04 Pretrial Services

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

**6. Price Proposal**

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

Please provide a fee proposal in a separate electronic folder that includes the following:

- a. Proposers must provide a detailed labor budget, where all project staff provide services directly to the client or directly supervise staff providing client services; and
- b. Proposers may request up to 20% of their total labor budget, including benefits, in operational overhead. Overhead includes support staff such as administrative assistants, finance staff, and executive officers.
- c. Proposers must list all sub-contractors, describe the services provided, the hourly sub-contracting rate, and the maximum budgeted amount for each sub-contractor. Sub-contractors are not included in the labor budget. These services are not considered overhead.
- d. Proposers budgets must indicate how services will be maintained on the schedule, regardless of the designated staff person's sick or vacation leave.

7. **Acknowledgement of Addendums**

- a. Signed copies of each bid addendum posted to contract website. These signed copies acknowledge the proposer has read the addendum.

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

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

The following minimum qualifications must be met by the time of proposal submission.

- Funding eligibility is open to documented non-profit organizations with 501© (3) status certified to provide services within the City and County of San Francisco. Non-profit organizations must have an active governing Board of Directors and an Executive Director responsible for the day-to-day management of the organization.
- Proposers must be certified to provide services within the City and County of San Francisco.
- Proposers must certify they are in good financial condition and provide substantiating documents upon request.
- Proposers must have submitted an intent to bid submission.
- Staff assigned to Own Recognizance (OR) must meet eligibility requirement for both San Francisco Sheriff's Office (SFSO) and Level II access for Criminal Justice Information Services (CJIS) and California Law Enforcement Telecommunications System (CLETS) derived data.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals MAY be considered non-responsive and will not be eligible for award of the contract.

##### B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in Pretrial Services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to 2 of the firms with the highest scoring proposals will be interviewed by the committee to make the final selection.

###### 1. Overall Evaluation Process

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

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Screening of Minimum Qualifications	Pass/Fail

Written Proposal	50
Oral Interview	15
<b>TOTAL</b>	<b>65</b>

**Screening of Minimum Qualifications**

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

**Written Proposal Evaluation (50 Points)**

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.

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

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

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

**Oral Interview (15 points)**

The top **two** scoring proposers will be invited to make an oral presentation. The details of the oral presentation including date, time, location, equipment availability and schedule will be posted via an addendum posted to the RFP website. Proposers invited to the oral presentation will be asked the following questions:

The Evaluation Panel will evaluate each oral presentation on a scale of **15** maximum points.

The Evaluation Panel will award points for each criteria on a scale of 1 to 5, according to the following scale 1) Does Not Meet SFSO Expectations, 3) Meets SFSO Expectation, 5) Exceeds SFSO Expectations. Panelist’s scores for each criteria will be summed to obtain a total score for each Panelist. The scores of each Panelist will be averaged to obtain a total written score for each proposal. Scoring criteria are defined below.

Oral Presentation Evaluation Criteria	Max Score
Agency provides clear presentation of program goals and objectives for each component	5
Agency provides clear description of management and staff qualifications and experience	5
Agency has appropriate measure for tracking impact of services	5
<b>Total</b>	<b>15</b>

If any member of the Evaluation Panel determines that the Proposer has failed to present information that allows the Evaluation Panel to score any criteria or question response, the Evaluation Panel will award a score of zero. In cases where averages are used, any score in which the denominator is zero will receive a score of zero. All scores will be rounded to the nearest whole number. All scores of zero will result in a lower total proposal score.

The RFP Coordinator will sum the written proposal score, the oral presentation proposal score, and the fee proposal score to calculate the total proposal score. The proposer with the highest total proposal score will be notified of the Intent to Award via the City’s website. SFSO reserves the right to withhold an award or to make a partial award.

**V. Mandatory Pre-proposal Intent to Bid Submission and Contract Award**

**A. Mandatory Pre-Proposal Intent to Bid Submission**

Proposers must submit an intent to bid by Tuesday, January 5, 2021 by 2:00 P.M. (PST) to [Lorena.Marquez@sfgov.org](mailto:Lorena.Marquez@sfgov.org). All questions will be addressed via email. If you have further questions regarding the RFP, please contact the individual designated in Section VI. Part 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 19, 2021, no later than 4:00 P.M. (PST) and directed to: [Lorena.Marquez@sfgov.org](mailto:Lorena.Marquez@sfgov.org). Questions and Answers will be posted publically. The department will not respond to questions received after the due date. The department will respond to all questions in writing via addendum posted to contract website. It is the responsibility of all proposer to monitor the contract website for question responses.

Please reference **RFP No. SHF2020-04 Pretrial Services** in subject email.

Written Bid Addendum will execute any change or addition to the requirements contained in this RFP, as a result of the Pre-Proposal Intent to bid submissions. 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:

<http://mission.sfgov.org/OCABidPublication>

**B. Contract Award**

The San Francisco Sheriff's Office will select a proposer with whom San Francisco Sheriff's Office 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 San Francisco Sheriff's Office, 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 as specified in Section I Part B (Schedule of Events) and directed to: [Lorena.Marquez@sfgov.org](mailto:Lorena.Marquez@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 Bid and Contracts website: <http://mission.sfgov.org/OCABidPublication>

### **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”:

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

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

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

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



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

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

**1. 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 5% 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.

In accordance with 14B.8(B) of the Administrative Code, in order for the Bidder to be exempt from meeting the “Good Faith Outreach” requirements described in 1.02 in *CMD Attachment #2*, the total amount of the LBE participation must equal or exceed 6.75%.

Pursuant to Sec. 14B.9 of the Administrative Code, bidders are hereby advised that the availability of Minority Business Enterprises (MBE), Women Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subcontract work on this project is as follows:

0.3% MBE; 0.2% WBE; 4.4% OBE;

Bidders are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

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

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

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

**3. 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 in the discipline required in the contract and specified in the RFP 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.

**4. 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

## RFP for SHF2020-04 Pretrial Services

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: The Good Faith Outreach requirement may be satisfied by exceeding the established LBE subconsulting participation goal by 35%.*

### **5. 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 or emailing lbecert@sfgov.org. 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.

### **6. 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.

## RFP for SHF2020-04 Pretrial Services

- 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.

### 7. 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 or email Dalmar Ismail at (415) 581 – 2322 / [dalmar.ismail@sfgov.org](mailto:dalmar.ismail@sfgov.org)  
The forms will be reviewed prior to the evaluation process.

## **VII. Contract Requirements**

### **A. Standard Contract Provisions**

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

### **B. Nondiscrimination in Contracts and Benefits**

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

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

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

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

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

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

### **E. First Source Hiring Program (FSHP)**

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

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

**F. Conflicts of Interest**

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

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

**VIII. Protest Procedures**

**A. Protest of Non-Responsiveness Determination**

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

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

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The 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

## RFP for SHF2020-04 Pretrial Services

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:

**Lorena Marquez**  
**RFP Coordinator**  
**San Francisco Sheriff's Office**  
**Room 456, City Hall**  
**San Francisco, CA 94102-4676**  
**Lorena.Marquez@sfgov.org**

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

RFP for SHF2020-04 Pretrial Services

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

**E. Supplemental Forms:**

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

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





# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

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



PAUL MIYAMOTO  
SHERIFF

December 28, 2020

## **BID ADDENDUM No. 01** **Request for Proposal No. SHF2020-04 / Sourcing Event # 0000004830** **Pretrial Services**

**TO: ALL Proposers**

*\*Please note the following change to RFP SHF2020-04*

**The RFP No. SHF2020-04 currently reads on Section I. A (Page 1):**

### **I. Introduction and Schedule**

#### **A. General**

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

1. Pretrial Risk Assessment
2. Probable Cause review
3. Alternatives to Pretrial Incarceration with Levels of Supervision  
matched to risk
4. Pretrial Diversion for person charged with misdemeanors
5. Group Facilitation

The contract shall have an original term of three years and SFSO shall be the sole administrator of services. The original contract term is the period from the award execution date, approximately July 01, 2021, through the last day of the month of a thirty-six consecutive month period. In addition, the City shall have two options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. The maximum period of the contract shall not be more than five (5) years.

The contract total compensation for the original period is expected to not exceed **\$19,011,273 (\$6,337,091/per year)**. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. **All funding is contingent upon availability of funds for every fiscal year covered under this RFP, satisfactory program performance and demonstrated need for proposed services.**

**This Addendum is to advise on RFP No. SHF2020-04 Section I. A (Page 1) have been changed to the following:**

## **I. Introduction and Schedule**

### **A. General**

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

- 1. Pretrial Risk Assessment**
- 2. Probable Cause review**
- 3. Alternatives to Pretrial Incarceration with Levels of Supervision matched to risk**
- 4. Pretrial Diversion for person charged with misdemeanors**
- 5. Group Facilitation**

The contract shall have an original term of three years and SFSO shall be the sole administrator of services. The original contract term is the period from the award execution date, approximately July 01, 2021, through the last day of the month of a thirty-six consecutive month period. In addition, the City shall have two options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. The maximum period of the contract shall not be more than five (5) years.

The contract total compensation for the original period is expected to not exceed **\$18,764,430 (\$6,254,810/per year)**. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. **All funding is contingent upon availability of funds for every fiscal year covered under this RFP, satisfactory program performance and demonstrated need for proposed services.**

If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above. You must submit this Bid Addendum signed, dated as a PDF and include in bid proposal. Any bid amendments received after the bid due date will not be considered. All other terms and conditions remain the same.

Acknowledgment of receipt:

\_\_\_\_\_

Signature	Date
-----------	------

\_\_\_\_\_

Print Name and Company Name



# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

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



**PAUL MIYAMOTO  
SHERIFF**

**February 9, 2021**

## **BID ADDENDUM No. 02**

**Request for Proposal No. SHF2020-04 / Sourcing Event # 0000004830  
Pretrial Services**

**TO: ALL Proposers**

*\*Please note the following change to RFP SHF2020-04, Section III. Submission Requirements, B. Content, 5. Team Qualifications. (page 12).*

**The RFP No. SHF2020-04 currently reads on Section III, B, 5 (Page 12):**

### **5. Team Qualifications (up to 5 pages)**

Provide a staffing plan for each of the following components:

- Probable Cause review and Pretrial Risk Assessment
- Alternatives to Pretrial Incarceration NAS, MS and ACM
- Pretrial Diversion for persons charged with misdemeanors
- Group Facilitation

Show all positions that will contribute to providing the scope of work, including the position title, a summary of the position duties, the level of experience and education required for the position, whether the position is now filled, and the proposed hourly rate of pay. If the position is filled, provide the years of experience and educational background of the incumbent. Use the format defined below.

**This Addendum is to advise on RFP No. SHF2020-04 Section III. B, 5 (Page 12) has been changed to the following:**

**(See correction/addition in red font)**

**5. Team Qualifications (up to 5 pages **per component**)**

Provide a staffing plan for each of the following components:

- Probable Cause review and Pretrial Risk Assessment
- Alternatives to Pretrial Incarceration NAS, MS and ACM
- Pretrial Diversion for persons charged with misdemeanors
- Group Facilitation

Show all positions that will contribute to providing the scope of work, including the position title, a summary of the position duties, the level of experience and education required for the position, whether the position is now filled, and the proposed hourly rate of pay. If the position is filled, provide the years of experience and educational background of the incumbent. Use the format defined below.

If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above. You must submit this Bid Addendum signed, dated as a PDF and include in bid proposal. Any bid amendments received after the bid due date will not be considered. All other terms and conditions remain the same.

Acknowledgment of receipt: \_\_\_\_\_

Signature

Date

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