



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

## AGENDA Regular Meeting June 2, 2014

SCOTT R. HELDFOND  
PRESIDENT

E. DENNIS NORMANDY  
VICE PRESIDENT

DOUGLAS S. CHAN  
COMMISSIONER

KATE FAVETTI  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

DEE C. JOHNSTON  
EXECUTIVE OFFICER

2:00 p.m.  
ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place

A request to hear an item after 5:00 p.m. should be directed to the Executive Officer as soon as possible following the receipt of notification of an upcoming hearing. Requests may be made by telephone at (415) 252-3247 and confirmed in writing or by fax at (415) 252-3260.

CALL TO ORDER & ROLL CALL

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA

APPROVAL OF MINUTES

ANNOUNCEMENTS

ELECTION OF OFFICERS

HUMAN RESOURCES DIRECTOR'S REPORT

EXECUTIVE OFFICER'S REPORT

RATIFICATION AGENDA

CONSENT AGENDA

REGULAR AGENDA

SEPARATIONS AGENDA

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS

ADJOURNMENT



NOTICE OF COMMISSION HEARING POLICIES AND PROCEDURES

**A. Commission Office**

The Civil Service Commission office is located at, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. The telephone number is (415) 252-3247. The fax number is (415) 252-3260. The email address is [civilservice@sfgov.org](mailto:civilservice@sfgov.org) and the web address is [www.sfgov.org/civil\\_service/](http://www.sfgov.org/civil_service/). Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

**B. Policy Requiring Written Reports**

It is the policy of the Civil Service Commission that except for appeals filed under Civil Service Commission Rule 111A Position-Based Testing, all items appearing on its agenda be supported by a written report prepared by Commission or departmental staff. All documents referred to in any Agenda Document are posted adjacent to the Agenda, or if more than one (1) page in length, available for public inspection and copying at the Civil Service Commission office. Reports from City and County personnel supporting agenda items are submitted in accordance with the procedures established by the Executive Officer. Reports not submitted according to procedures, in the format and quantity required, and by the deadline, will not be calendared.

**C. Policy on Written Submissions by Appellants**

All written material submitted by appellants to be considered by the Commission in support of an agenda item shall be submitted to the Commission office, no later than 5:00 p.m. on the fourth (4<sup>th</sup>) business day preceding the Commission meeting for which the item is calendared (ordinarily, on Tuesday). An original and nine (9) copies on 8 1/2-inch X 11 inch paper, three-hole punched on left margin, and page numbered in the bottom center margin, shall be provided. Written material submitted for the Commission's review becomes part of a public record and shall be open for public inspection.

**D. Policy on Materials being Considered by the Commission**

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting on the Civil Service Commission's website at [www.sfgov.org/Civil\\_Service](http://www.sfgov.org/Civil_Service), and in its office located at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. If any materials related to an item on this agenda have been distributed to the Civil Service Commission after distribution of the agenda packet, those materials will be available for public inspection at the Civil Service Commission's during normal office hours (8:00 a.m. to 5:00 p.m. Monday through Friday).

**E. Policy and Procedure for Hearings to be Scheduled after 5:00 p.m. and Requests for Postponement**

A request to hear an item after 5:00 p.m. should be directed to the Executive Officer as soon as possible following the receipt of notification of an upcoming hearing. Requests may be made by telephone at (415) 252-3247 and confirmed in writing or by fax at (415) 252-3260.

A request for a postponement (continuance) to delay an item to another meeting may be directed to the Commission Executive Officer by telephone or in writing. Before acting, the Executive Officer may refer certain requests to another City official for recommendation. Telephone requests must be confirmed in writing prior to the meeting. Immediately following the "Announcement of Changes" portion of the agenda at the beginning of the meeting, the Commission will consider a request for a postponement that has been previously denied. Appeals filed under Civil Service Commission Rule 111A Position-Based Testing shall be considered on the date it is calendared for hearing except under extraordinary circumstances and upon mutual agreement between the appellant and the Department of Human Resources.

**F. Policy and Procedure on Hearing Items Out of Order**

Requests to hear items out of order are to be directed to the Commission President at the beginning of the agenda. The President will rule on each request. Such requests may be granted with mutual agreement among the affected parties.

**G. Procedure for Commission Hearings**

All Commission hearings on disputed matters shall conform to the following procedures: The Commission reserves the right to question each party during its presentation and, in its discretion, to modify any time allocations and requirements.

If a matter is severed from the *Consent Agenda* or the *Ratification Agenda*, presentation by the opponent will be for a maximum time limit of five (5) minutes and response by the departmental representative for a maximum time limit of five (5) minutes. Requests by the public to sever items from the [*Consent Agenda* or] *Ratification Agenda* must be provided with justification for the record.

For items on the *Regular Agenda*, presentation by the departmental representative for a maximum time of five (5) minutes and response by the opponent for a maximum time limit of five (5) minutes.

## Civil Service Commission Meeting Agenda

Regular Meeting of June 2, 2014

For items on the *Separations Agenda*, presentation by the department followed by the employee or employee's representative shall be for a maximum time limit of ten (10) minutes for each party unless extended by the Commission. Each presentation shall conform to the following:

1. Opening summary of case (brief overview);
2. Discussion of evidence;
3. Corroborating witnesses, if necessary; and
4. Closing remarks.

The Commission may allocate five (5) minutes for each side to rebut evidence presented by the other side.

### **H. Policy on Audio Recording of Commission Meetings**

As provided in the San Francisco Sunshine Ordinance, all Commission meetings are audio recorded in digital form. These audio recordings of open sessions are available starting on the day after the Commission meeting on the Civil Service Commission website at [www.sfgov.org/civil\\_service/](http://www.sfgov.org/civil_service/).

### **I. Speaking before the Civil Service Commission**

Speaker cards are not required. The Commission will take public comment on all items appearing on the agenda at the time the item is heard. The Commission will take public comment on matters not on the Agenda, but within the jurisdiction of the Commission during the "Requests to Speak" portion of the regular meeting. Maximum time will be three (3) minutes. A subsequent comment after the three (3) minute period is limited to one (1) minute. The timer shall be in operation during public comment. Upon any specific request by a Commissioner, time may be extended.

### **J. Policy on use of Cell Phones, Pagers and Similar Sound-Producing Electronic Devices at and During Public Meetings**

The ringing and use of cell phones, pagers and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing electronic devices.

### **Information on Disability Access**

The Civil Service Commission normally meets in Room 400 (Fourth Floor) City Hall, 1 Dr. Carlton B. Goodlett Place. However, meetings not held in this room are conducted in the Civic Center area. City Hall is wheelchair accessible. The closest accessible BART station is the Civic Center, located 2 ½ blocks from City Hall. Accessible MUNI lines serving City Hall are 47 Van Ness Avenue, 9 San Bruno and 71 Haight/Noriega, as well as the METRO stations at Van Ness and Market and at Civic Center. For more information about MUNI accessible services, call (415) 923-6142. Accessible curbside parking has been designated at points in the vicinity of City Hall adjacent to Grove Street and Van Ness Avenue.

The following services are available on request 48 hours prior to the meeting; except for Monday meetings, for which the deadline shall be 4:00 p.m. of the last business day of the preceding week. For American Sign Language interpreters or the use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please contact the Commission office to make arrangements for the accommodation. Late requests will be honored, if possible.

Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should call our ADA coordinator at (415) 252-3254 or (415) 252-3247 to discuss meeting accessibility. In order to assist the City's efforts to accommodate such people, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City to accommodate these individuals.

### **Know your Rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code)**

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, or to obtain a free copy of the Sunshine Ordinance, contact Victor Young, Administrator of the Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689 at (415) 554-7724, by fax: (415) 554-7854, by e-mail: [sotf@sfgov.org](mailto:sotf@sfgov.org), or on the City's website at [www.sfgov.org/bdsupvrs/sunshine](http://www.sfgov.org/bdsupvrs/sunshine).

### **San Francisco Lobbyist Ordinance**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (San Francisco Campaign and Governmental Conduct Code Section 2.100) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Ave., Suite 220, San Francisco, CA 94102, telephone (415) 252-3100, fax (415) 252-3112 and web site <http://www.sfgov.org/ethics/>.



City and County of San Francisco  
Civil Service Commission

Agenda for Regular Meeting  
June 2, 2014  
2:00 p.m.

**ITEM NO.**

(1) **CALL TO ORDER AND ROLL CALL**

President Scott R. Heldfond  
Vice President E. Dennis Normandy  
Commissioner Douglas S. Chan  
Commissioner Kate Favetti  
Commissioner Gina M. Roccanova

(2) **REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA**

(3) **APPROVAL OF MINUTES** - Action Item

Regular Meeting of May 19, 2014

**Recommendation:** Adopt the minutes.

(4) **ANNOUNCEMENTS**

Announcement of changes to the agenda.

Other announcements.

(5) **ELECTION OF OFFICERS** (File No. 0122-14-1) – Action Item

**Recommendation:** Open for discussion.

(6) **HUMAN RESOURCES DIRECTOR'S REPORT**

Updates on ongoing business.

Other reports.

(7) **EXECUTIVE OFFICER'S REPORT**

Updates on ongoing business.

Other reports.

**RATIFICATION AGENDA**

All matters on the Ratification Agenda are considered by the Civil Service Commission to be non-contested and will be acted upon by a single vote of the Commission. There will be no separate discussion on these items unless a request is made; in which event, the matter shall be removed from the Ratification Agenda and considered as a separate item. Each individual addressing the Commission will be limited to a maximum time limit of five minutes for all items severed from the Ratification Agenda.

**(8) Review of Request for Approval of Proposed Personal Services Contracts.  
(File No. 0118-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
49321-13/14	Public Utilities Commission	\$2,000,000	The scope of services consists of: (1) Software license purchase and software implementation services for replacing the electric power scheduling software; (2) Software training for users of the implemented software product; and (3) Annual software maintenance and license renewal including software customizations. As a part of this project, City staff will be trained in how to use the power scheduling software. Approximately eight (8) Utility Specialists (5602) and five (5) Utility Analysts (5601) will be trained on how to use the software features and functionality. In addition, two (2) IT principal engineers (1044) will be trained to learn to become administrators of the software. Water engineers (5241) may also be trained in the use of the software if they benefit from use of the software. The training will be given at end of the project and training by vendor will not be ongoing. It is anticipated that 40-60 hours of training will be provided in total.	Regular	5/31/2019
45611-13/14	General Services Agency - Technology	\$500,000	The Department of Technology is soliciting proposals from firms to build and deploy a microwave network connecting the public safety building and public safety radio communication sites. It is expected that the microwave communication will provide the resilience and redundancy to public safety communications. The services include planning, design, engineering and technical support to maintain the system.	Regular	12/31/2014
44918-13/14	Recreation and Park Commission	\$2,000,000	Provide full Landscape Architectural, Architectural, Engineering, and Outreach services for the Portsmouth Square Renovation. This includes all services necessary for all phases of project delivery: conceptual design, schematic design, design development, complete construction documents for permitting, bid, construction administration, and closeout. Scope will also include facilitation of broad community and stakeholder outreach process in multiple languages. A/E firm shall also provide cost estimating services during the course of the project.	Regular	7/1/2019
43465-13/14	Department of Emergency Management	\$300,000	Nice System provides the department's Digital Voice Logging Recorder (DVL) system which is an integrated solution with both hardware and software. The system records all of 9-1-1 calls that are made in San Francisco, as well as the emergency radio communications with Police, Fire and Dispatch. The contract is for maintenance and software support services to keep the system online and operational. The system was purchased in 2004, through a competitive Request for Proposal (RFP) process, and NICE Systems has been maintaining the system since then.	Regular	7/9/2017
47233-13/14	Recreation and Park Commission	\$1,000,000	Provide full Landscape Architectural, Architectural, Engineering, Outreach, and Historic Resource Evaluation services for the Willie Woo Woo Wong Playground Renovation. This includes all services necessary for all phases of project delivery: conceptual design, schematic design, design development, complete construction documents for permitting, bid, construction administration, and closeout. Scope will also include preparation of historic resource evaluation report and facilitation of broad community and stakeholder outreach process in multiple languages. A/E firm shall also provide cost estimating services during the course of the project.	Regular	3/1/2019

Civil Service Commission Meeting Agenda

Regular Meeting of June 2, 2014

48059-13/14	Airport Commission	\$3,900,000	Procure, install, and maintain an Automated Passport Control (APC) kiosk system consisting of 40 kiosks with connectivity to the U.S. Customs and Border Protection (CBP/Customs) data system. Each APC kiosk will have a full range passport reader with e-Passport capability, a fingerprint scanner and digital camera to capture the user's picture. All kiosks must be maintained in compliance with CBP's APC requirements. Kiosks will serve passengers arriving on international flights by capturing travel data and electronically transmitting the information to CBP for processing mandated entrance formalities. Approximately \$1,300,000 will be used towards professional services.	Regular	6/30/2019
3048-10/11	Economic and Workforce Development	Current Approved Amount \$277,300 Increase Amount Requested \$462,000 New Total Amount Requested \$739,300	In addition to renewing the current modules the department subscribes to, the department would like to add newly developed modules for next three years which include mobile applications for jobseekers, a customer relationship management (CRM) tool for staff to better track business contracts and job leads generated and document imaging and management. The department is also asking for authorization to cover additional training hours from the vendor around these new products. Additional tools may be developed and added on or swapped out in future years as business needs change. (See attached document(s)).	Modification	6/30/2017
30933-13/14	Sheriff	Current Approved Amount \$65,000 Increase Amount Requested \$70,000 New Total Amount Requested \$135,000	Operate a shuttle service from Civic Center BART station and Balboa Park BART station to San Bruno Jail. The shuttle service operates on weekends and all major holidays from 7:00am - 2:30pm.	Modification	3/31/2015
31218-13/14	Airport Commission	Current Approved Amount \$100,000 Increase Amount Requested \$300,000 New Total Amount Requested \$400,000	Design and fabrication of prototype Common Use Self Service (CUSS) ticketing units for the San Francisco International Airport (SFO). The CUSS ticketing units will be used in SFO's International Terminal to replace existing units that are at the end of their useful life. Once the prototype design has been approved by SFO, Office of Contract Administration will work with the Airport to purchase approximately 80-100 units for installation in the International Terminal. The professional service portion of this work will be less than \$100,000. (See attached document(s)).	Modification	12/31/2016
4115-11/12	Public Defender	Current Approved Amount \$144,332 Increase Amount Requested \$65,000 New Total Amount Requested \$209,322	Center on Juvenile and Criminal Justice (CJCJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities. CJCJ will provide an intensive case management approach to promote each youth's school and community adjustment by ensuring access to appropriate educational supports. The youth advocate will work as a team with the Public Defender education attorney. The Legal Educational Advocacy Program (LEAP) attorney is the team leader and the education youth advocate works under the daily supervision of the LEAP attorney. The youth advocate is an agent of the attorney and protected by the attorney-client privilege. See additional attachment.	Modification	3/31/2015
4099-09/10	Airport Commission	Current Approved Amount \$12,700,000 Increase Amount Requested \$4,000,000 New Total Amount Requested \$16,700,000	The scope of services will add work for: 1) Airport Wide As-Needed baggage handling Services (BHS) Improvements for design & construction mgmt. svcs. required for essential improvements to existing Airport BHS equipment that is obsolete or beyond its useful life; 2) International Terminal & Terminal 3, Boarding Area F Checked Baggage Inspection System (CBIS) Modernization Prog for design & construction mgmt. svcs. Required for the Trans. Security Admin. (TSA)'s CBIS modernization prog. to replace security screening & associated BHS equipment that is obsolete or beyond its useful life; & 3) Airport Wide Safety & Optimization Proj. for design-build svcs. Required for safety & maintenance access improvements for the TSA's in-line explosives detection screening (EDS) & associated BHS equipment.	Modification	6/30/2017

**Recommendation:** Adopt the report. Approve the request for proposed personal services contracts; Notify the Office of the Controller and the Office of Contract Administration.

**(9) Review of Request for Approval of Proposed Personal Services Contract Number 4070-09/10. (File No. 0119-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4070-09/10	General Services Agency – Technology	Current Approved Amount \$15,000,000 Increase Amount Requested \$26,000,000 New Total Amount Requested \$41,000,000	As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology (IT) projects. Services will include system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.	Modification	8/31/2016

**Note on Prior Commission Action (Excerpt from the December 21, 2009 Meeting Minutes):**

Approve request for proposed personal services contract #4070-09/10 on the condition that the Department of Technology submit quarterly reports to the Commission identifying the projects or type of work which has been contracted out or will be contracted out under this request and the dollar amount of each request, with notifications to SEIU Local 1021 where applicable. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

**Recommendation:** Adopt the report. Approve the request for proposed personal services contract number 4070-09/10; Notify the Office of the Controller and the Office of Contract Administration.

**CONSENT AGENDA**

**(10) Human Services Agency’s Annual Report on Contracts Awarded under Personal Services Contracts with Continuing Approval. (File No. 0120-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
2000-08/09	Human Services Agency	Per Term \$7,500,00 Per Annual \$1,500,000	Recruiting appropriate families throughout the Bay Area and other counties, providing orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	Continual	7/1/2009 – Continuing
2001-08/09	Human Services Agency	Per Term \$65,000,000 Per Annual \$13,000,000	Services include recruitment and support to perspective and existing foster and kinship parents. These services provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities. Services provided to children in foster care; include therapeutic services, tutoring, and independent living skills, mental and general health services.	Continual	7/1/2009 – Continuing
2004-08/09	Human Services Agency	Per Term \$230,000,000 Per Annual \$46,000,000	To provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing. Clients include recipients of Social Security Administration, Supplemental Security Income, Personal Assisted Employment Services, Cal Works and/or low incomes.	Continual	7/1/2009 – Continuing

2006-08/09	Human Services Agency	Per Term \$25,415,000 Per Annual \$4,420,000	Support services to the Agency include but not are limited to the following: legal process service, courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, equipment maintenance and repairs, files and records management (i.e. recycling, shredding, destruction, removal), translation, consultants for grant writing Security Services, planning and evaluation.	Continual	7/1/2009 – Continuing
2007-08/09	Human Services Agency	Per Term \$327,750,000 Per Annual \$57,000,000	Serves as the employer of record for the In-Home Supportive Services Program (IHSS), an entitlement program of the federal and state government. Provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS as mandated.	Continual	7/1/2009 – Continuing
2008-08/09	Human Services Agency	Per Term \$75,750,000 Per Annual \$15,150,000	Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, voluntary case management, substance abuse, mental health group sessions, shelter reservations, employment services, housing access and health activities.	Continual	7/1/2009 – Continuing
2009-08/09	Human Services Agency	Per Term \$14,950,000 Per Annual \$2,600,000	To provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	Continual	7/1/2009 – Continuing

**Recommendation:** Adopt the report.

**REGULAR AGENDA**

**(11) Review of Request for Approval of Proposed Personal Services Contract Number 43235-13/14. (File No. 0120-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
43235-13/14	General Services Agency – City Admin	\$5,000,000	Three contractors shall provide 1) a single, toll-free 800 telephone number for participating City departments to access telephonic language interpretation services in Core Languages and must be available 24 hours a day, 365 days of the year; or 2) document translation or other non-telephonic language services; or 3) Community Interpreter Training and language proficiency assessment. All language services will be performed by individuals who are certified by the State of California Certified and/or American Standards for Testing and Materials or for legal and medical interpretation. Core Languages will be defined as Chinese (Cantonese and Mandarin, Spanish, Filipino (Tagalog), Russian, and Vietnamese. Additionally, other languages may be included as needs emerge. Contractor services will only be used when a City employee is not available to conduct the interpretation/translation work or when legal needs require an interpreter/translator who is certified and therefore less open to potential legal challenges.	Regular	6/30/2018

**Recommendation:** Adopt the report. Approve the request for proposed personal services contract number 43235-13/14; Notify the Office of the Controller and the Office of Contract Administration.

**(12) Secondary Criteria for the Fire Department Selection Processes for H-6 Investigator, H-33 EMS Captain and H-50 Assistant Chief. (File No. 0121-14-5) – Action Item**

**Recommendation:** Adopt the report. Approve the proposed secondary criteria for the Fire Department’s selection processes for H-6 Investigator, H-33 EMS Captain and H-50 Assistant Chief.

- (13) **Recommendation to Adopt the Proposed Civil Service Commission Rule Amendment to Extend by One Year Pilot Civil Service Rule 311.10.1, Pilot Program – Release of Rating Keys, Affecting Uniformed Members of the San Francisco Fire Department. (File No. 0094-14-5) – Action Item**

May 5, 2014: Adopted the Department of Human Resources’ staff report, and requested that the Department of Human Resources include in its next report information on whether there has been any change in the number of challenges to any particular exam since the pilot program began. Directed the Executive Officer to post the proposed amendment to Civil Service Rule 311.10.1 to extend the Fire Pilot Program to March 19, 2015, as required under the Charter and Civil Service Rules, but with the additional amendment that the “sunset” contract language be replaced with Civil Service Rule terminology; and to meet and discuss the proposed revisions with any interested stakeholders. (Vote of 5 to 0)

**Recommendation:** Adopt the staff report; Adopt the amendments to Civil Service Rule 311.10.1, Pilot Program-Release of Rating Keys.

- (14) **Civil Service Commission’s Strategic Plan for Fiscal Year 2014-2015. (File No. 0123-14-1) – Action Item**

**Recommendation:** Discuss and adopt the Civil Service Commission’s Strategic Plan for Fiscal Year 2014-2015.

- (15) **Civil Service Commission’s Goals and Objectives for Fiscal Year 2014-2015. (File No. 0124-14-1) – Action Item**

**Recommendation:** Discuss and adopt the Civil Service Commission’s Goals and Objectives for Fiscal year 2014-2015.

**SEPARATIONS AGENDA**

- (16) **Request for Hearing by Donyelle Watson on her Future Employability with the City and County of San Francisco. (File No. 0001-14-7) – Action Item**

**Recommendation:** Adopt the report; Deny the appeal by Donyelle Watson and uphold the permanent restriction on her future employment with the City and County of San Francisco.

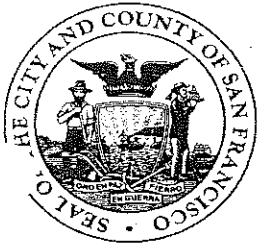
- (17) **COMMISSIONERS’ ANNOUNCEMENTS/REQUESTS**

- (18) **ADJOURNMENT**

CALL TO ORDER  
&  
ROLL CALL

REQUESTS TO SPEAK  
ON ITEMS WITHIN THE JURISDICTION  
OF THE CIVIL SERVICE COMMISSION  
BUT NOT ON TODAY'S AGENDA





# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
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EXECUTIVE OFFICER

## MINUTES Regular Meeting May 19, 2014

2:00 p.m.  
ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place

### CALL TO ORDER

2:03 p.m.

### ROLL CALL

President Scott R. Heldfond	Present
Vice President E. Dennis Normandy	Present
Commissioner Douglas S. Chan	Present
Commissioner Kate Favetti	Present
Commissioner Gina M. Roccanova	Present

### REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA (Item No. 2)

None.

### APPROVAL OF MINUTES (Item No. 3)

Regular Meeting of May 5, 2014

**Action:** Adopted the minutes. (Vote of 5 to 0)

### ANNOUNCEMENTS (Item No. 4)

None.

FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS  
CIVIL SERVICE COMMISSION

**HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 5)**

Human Resources Director Micki Callahan announced that labor negotiations on 26 of the City's 27 open collective bargaining agreements have been resolved, and that she expects that negotiations with the Registered Nurses will conclude by the deadline of June 2, 2014. She also reported that, pursuant to those agreements, employees will receive wage increases of between 8 ½ and 9 ½ percent over the next three (3) years. Lastly, Ms. Callahan reported that the City had reached an agreement with SEIU, Local 1021 regarding the employees at the Human Services Agency who had previously approached the Commission regarding issues with flex staffing and extended out of class assignments. Per that agreement the parties will jointly approach the Commission in the future to request status grants resulting from classification actions; the agreement also included the resolution of complex compensation issues.

**EXECUTIVE OFFICER'S REPORT**

**0102-14-3 Annual Salary Adjustment for the Third Year of a Five-Year Cycle for Salary of Elected Officials (Mayor, City Attorney, District Attorney, Public Defender, Assessor-Recorder, Treasurer, and Sheriff) in accordance with Charter Section A8.409-1 for Fiscal Year 2014-2015. (Item No. 6)**

**Speakers:** Luz Morganti, Civil Service Commission

**Action:** Adopted the report. Certified a salary increase of 2.6% for elected officials effective July 1, 2014 pursuant to the upward movement in the Consumer Price Index from December 2012 to December 2013 in accordance with Charter Section A8.409-1; Transmitted to the Controller's Office and Mayor's Office for inclusion in the Fiscal Year 2014-15 budget. (Vote of 5 to 0)

**0103-14-3 Annual Certification of Benefits for Elected Officials of the City and County of San Francisco (including members of the Board of Supervisors) for Fiscal Year 2014-15 in accordance with Charter Section A8.409-1. (Item No. 7)**

**Speakers:** Luz Morganti, Civil Service Commission

**Action:** Adopted the report. Certified the benefits of elected officials (including Members of the Board of Supervisors) for Fiscal Year 2014-15 in accordance with Charter Section A8.409-1 at the same level of benefits as those provided to covered employees of the Municipal Executives' Association (MEA) in effect on July 1, 2014. (Vote of 5 to 0)

**0070-14-1 Final Report: Salary Setting for the City and County of San Francisco Board of Supervisors for a Five (5) Year Cycle, Effective July 1, 2014 through June 30, 2019, in accordance with Charter Section 2.100. (Item No. 8)**

April 7, 2014: Accepted the Report. (Vote of 4 to 0)

**Speakers:** Luz Morganti, Civil Service Commission

**Action:** Adopted the report. Set the initial salary for the City and County of San Francisco position of Member, Board of Supervisors commencing the five (5) year cycle effective July 1, 2014 through June 30, 2019 in accordance with Charter Section 2.100; Transmitted to the Controller's Office and Mayor's Office for inclusion in the Fiscal Year 2014-15 budget. (Vote of 5 to 0)

**0104-14-8 Review of Request for Approval of Proposed Personal Services Contracts.  
(Item No. 9)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
41848-13/14	Airport Commission	\$2,000,000	Design-build services with specialty experience in steel canopy structures to provide the design and construction for Lot D parking improvements and Parking Access Revenue Collection System (PARCS) Automation ("Project"). The design-build contractor will perform the design and construction of a new canopy structure and retrofit an existing five lane width canopy at the Lot D parking facility along with installing over 40 new automation parking revenue collection equipment at this facility. The Airport's existing parking control system will be modified to accommodate the new functionalities along with the addition of FasTrak as a method of payment. Work will include: utility improvements, existing building facility modifications, installation and retrofit of canopy structures, improved signage, site drainage, and lighting improvements.	Regular	8/1/2015
47898-13/14	Airport Commission	\$48,000,000	Project Management Support Services ( PMSS) teams with design, design-build, construction manager/general contractor (CM/GC),and design-bid-build experience at airports to manage the design and construction of the Terminal 1 Redevelopment Program Boarding Area B and Terminal 1 Redevelopment Projects. Work will include project planning, controls, reporting, scheduling, budgeting, document control, coordination,design management, contracts management and constructability review for the following elements: 1) new interior spaces; 2) construction of a program-wide common use baggage handling system; 3) relocation and/or installation of new passenger loading areas and new foundations and fixed walkways; 4) site work for pavement grade modifications, installation of a garbage collection area, aircraft apron lighting, ground service equipment charging stations; 5) installation of utilities and ancillary systems and equipment; 6) modifications and/or relocations of utility, technology, and mechanical/electrical/plumbing systems; and 7) passenger amenities.	Regular	12/31/2020
48332-13/14	Controller	\$20,000,000	The Controller's Office is seeking to hire a vendor to provide installation, configuration and implementation services for the new citywide Financial Management System. The replacement of the City's financial systems is a multi-year project that will be implemented in multiple phases. The Controller's Office will hire a City project team to manage and work on all phases of the project - from scoping to go-live. During the system implementation, the City's project team will be paired with consultants to design and develop the citywide system with the intent of City staff supporting the system upon project completion.	Regular	6/30/2018

Civil Service Commission Meeting Minutes

Regular Meeting of May 19, 2014

46405-13/14	Public Utilities Commission	\$1,500,000	Provide professional services to the San Francisco Public Utilities Commission (SFPUC) for collection of groundwater samples and other monitoring support for SFPUC's existing groundwater monitoring and management programs in the Westside Basin. Services include groundwater level and flow monitoring, analysis, and reporting for third-party irrigation wells; installation of bladder pumps and transducers in wells; routine semi-annual collection and transport of groundwater samples to the SFPUC Millbrae Laboratory; preparation of Drinking Water Source Assessment and Protection Plans for production wells; planning, conducting, and reporting on land subsidence monitoring; locating and properly destroying abandoned monitoring wells; conducting as-needed wellhead maintenance; design of turnouts and piping from SFPUC pipelines to existing irrigation wells, including flowmeter and backflow device design, as part of mitigation measures for Colma irrigation wells, and other associated as-needed tasks.	Regular	9/1/2019
47775-13/14	Public Utilities Commission	\$5,000,000	Scope of work consists of structural engineering services for the Planning Phase and potential Design Phase of the structures covered under the Sewer System Improvement Program (SSIP), including geotechnical support services needed for recommendations for structural analysis. Structural engineering services for the Planning Phase and potential Design Phase of the structures covered. Expertise in modeling and analysis of underground and above ground wastewater facilities constructed in areas with soils that liquefy is required. Additionally, geotechnical experience for verification of existing deep foundation capacities and providing new recommendations for deep foundation systems in liquefaction zones, including extent of liquefaction zone and modeling of soil structure interaction is required.	Regular	7/1/2022
48099-13/14	Public Utilities Commission	\$9,000,000	San Francisco Public Utilities Commission (SFPUC) intends to award up to three (3) agreements, at \$3 million each to perform specialized Engineering Design Services on an as-needed basis to supplement SFPUC and other City Staff. Civil, structural, electrical, mechanical engineering and other specialized engineering needed to complete utility engineering projects.	Regular	12/15/2019
49500-13/14	Public Utilities Commission	\$2,000,000	Assist SFPUC personnel in support of its Corrosion Control Program, by performing corrosion investigation, design, and inspection work on an as-needed basis. Services the consultants have performed or may be asked to perform are: expert witness consultants, technical review, troubleshooting, startup and testing of the corrosion control systems, risk assessment, evaluation of new technology, data analysis, emergency field investigation, activation of cathodic protection systems, materials selection, internal/external pipeline and tank inspection, laboratory analysis, failure analysis, and other specialized services related to corrosion engineering. Contract work also consists of performing specialized Corrosion engineering Services on an as-needed basis, including but not limited to corrosion investigation, design and inspection work.	Regular	12/15/2019
4111-10/11	District Attorney	Current Approved Amount \$217,500 Increase Amount Requested \$0 New Total Amount Requested \$217,500	This contract will provide services to women and transgender individuals who have experienced sexual exploitation and violence and professional services coordinating monthly FOPP (First Offender Prostitution Program) classes as a diversion model for men arrested for their first prostitution offense. The proposed contract would include speakers, logistics, training and support of FOPP speakers. This program also acts as a diversion model for women providing them an opportunity to receive counseling and education as an alternative to incarceration.	Modification	6/30/15

4138-07/08	Police	Current Approved Amount \$899,999 Increase Amount Requested \$160,000 New Total Amount Requested \$1,059,999	Phlebotomy services must be available 24 hours per day, 7 days a week, to conduct blood draws at various locations at suspected drunk drivers for law enforcement agencies in the City and County of San Francisco. These blood draws must be conducted according to specific standards that include informed consent and other legal requirements. Procedures for blood draws on suspected drunk drivers are different than blood draws for health reasons.	Modification	6/30/2015
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**Speakers:** Kofo Domingo and Caroline Cooper from the Public Utilities Commission spoke on PSC# 46405-13/14.  
 Kofo Domingo and Sam Young from the Public Utilities Commission spoke on PSC# 48099-13/14.

**Action:** 1) Approved PSC# 48099-13/14, with the condition that the Public Utilities Commission work with the Executive Officer to amend the submission so that it will be used for future submissions, to include an expanded and detailed explanation regarding the reason for the overlap and repeated requests for approval as well as a citation of the applicable administrative code provision(s). (Vote of 5 to 0)

2) Approved the request for all remaining PSCs (PSC numbers 41848-13/14; 47898-13/14; 48332-13/14; 46405-13/14; 47775-13/14; 49500-13/14; 4111-10/11 and 4138-07/08). Adopted the report; notified the Office of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

**0006-13-7 Request for Hearing by Artis Jones on his Future Employability with the City and County of San Francisco. (Item No. 10)**

**Speakers:** Parveen Boparai, Municipal Transportation Agency  
 Artis Jones, Appellant

**Action:** Adopted the report; Denied the appeal by Artis Jones of his Future Employment with the City and County of San Francisco and upheld the permanent ban on his future employment with the City and County of San Francisco. (Vote of 5 to 0)

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 11)**

President Heldfond informed the Civil Service Commission that the Executive Officer Jennifer Johnston has followed up with the Department of Public Health regarding Mandana Siyadat's appeal from the May 5, 2014 meeting; and that the department's response is due by May 23, 2014.

**ADJOURNMENT (Item No. 12)**

2:43p.m.



# ANNOUNCEMENTS

# ELECTION OF OFFICERS



# HUMAN RESOURCES

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# DIRECTOR'S REPORT

# EXECUTIVE OFFICER'S REPORT



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

May 22, 2014

## NOTICE OF CIVIL SERVICE COMMISSION MEETING

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 49321-13/14; 45611-13/14; 44918-13/14; 43465-13/14; 47233-13/14; 48059-13/14; 3048-10/11; 30933-13/14; 31218-13/14; 4115-11/12 AND 4099-09/10.**

The above matter will be considered by the Civil Service Commission at a meeting to be held on **June 2, 2014** at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the Ratification Agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

*All non-privileged materials being considered by the Civil Service Commission for this item are available for public inspection and copying at the Civil Service Commission office Monday through Friday from 8:00 a.m. to 5:00 p.m.*

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

### Attachment

Cc: Angela Auyong, San Francisco Public Defender  
Cynthia Avakian, Airport Commission  
Henry Gong, San Francisco Sheriff's Department  
Shamica Jackson, Public Utilities Commission  
William Lee, Department of Emergency  
Stacey Lo, Public Utilities Commission  
Sean McFadden, Recreation & Park Department  
Merrick Pascual, Economic & Workforce Development  
Kendall Warrington, Department of Technology  
Commission File  
Commissioners' Binder  
Chron

THIS DOCUMENT SUPPORTS  
CALENDAR ITEM 8





Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director

Date: June 2, 2014

To: The Honorable Civil Service Commission

Through: Micki Callahan  
Human Resources Director

From: Shamica Jackson/Stacey Lo, PUC  
Kendall Warrington, DT  
Sean McFadden, REC  
William Lee, DEM  
Merrick Pascual, ECN  
Henry Gong, SHF  
Cynthia Avakian, AIR  
Angela Auyong, PDR

**Subject: Personal Services Contracts Approval Request**

This report contain eleven (11) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on July 1, 1996.

The services proposed by these contracts have been reviewed by Department of Human Resources (DHR) staff to evaluate whether the requesting departments have complied with City policy and procedures regarding PSCs. The proposed PSCs have been posted on the DHR website for seven (7) calendar days. CSC procedures for processing PSCs require that any appeal of these contracts be filed in the office of the CSC, Executive Officer during the posting period.

No timely appeals have been filed regarding the PSCs contained in this report. These proposed PSCs are being submitted to the CSC for ratification/approval.

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources to date:

Total of this Report	YTD Expedited Approvals FY 2013-2014	Total for FY 2013-2014
\$14,597,000	\$7,606,978	\$785,927,131

Shamica Jackson  
Stacey Lo  
Public Utilities Commission  
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Airport Commission  
Contracts Administration Unit  
PO Box 8097  
San Francisco, CA 94128  
(650) 821-2014

Angela Auyong  
San Francisco Public Defender  
555 – 7<sup>th</sup> Street  
San Francisco, CA 94103  
(415) 553-1677

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## POSTING FOR

June 18, 2014 ~~10~~

### PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

Commission Hearing Date

2014-06-02

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
49321 - 13/14	PUBLIC UTILITIES COMMISSION	\$2,000,000.00	The scope of services consists of: (1) Software license purchase and software implementation services for replacing the electric power scheduling software; (2) Software training for users of the implemented software product; and (3) Annual software maintenance and license renewal including software customizations. As a part of this project, City staff will be trained in how to use the power scheduling software. Approximately eight (8) Utility Specialists (5602) and five (5) Utility Analysts (5601) will be trained on how to use the software features and functionality. In addition, two (2) IT principal engineers (1044) will be trained to learn to become administrators of the software. Water engineers (5241) may also be trained in the use of the software if they benefit from use of the software. The training will be given at end of the project and training by vendor will not be ongoing. It is anticipated that 40-60 hours of training will be provided in total.	June 1, 2014	May 31, 2019
45611 - 13/14	GENERAL SERVICES AGENCY - TECHNOLOGY	\$500,000.00	The Department of Technology is soliciting proposals from firms to build and deploy a microwave network connecting the public safety building and public safety radio communication sites. It is expected that the microwave communication will provide the resilience and redundancy to public safety communications. The services include planning, design, engineering and technical support to maintain the system.	May 1, 2014	December 31, 2014
44918 - 13/14	RECREATION AND PARK COMMISSION	\$2,000,000.00	Provide full Landscape Architectural, Architectural, Engineering, and Outreach services for the Portsmouth Square Renovation. This includes all services necessary for all phases of project delivery: conceptual design, schematic design, design development, complete construction documents for permitting, bid, construction administration, and closeout. Scope will also include facilitation of broad community and stakeholder outreach process in multiple languages. A/E firm shall also provide cost estimating services during the course of the project.	July 15, 2014	July 1, 2019
43465 - 13/14	DEPARTMENT OF EMERGENCY MANAGEMENT	\$300,000.00	Nice System provides the department's Digital Voice Logging Recorder (DVL) system which is an integrated solution with both hardware and software. The system records all of 9-1-1 calls that are made in San Francisco, as well as the emergency radio communications with Police, Fire and Dispatch. The contract is for maintenance and software support services to keep the system online and operational.  The system was purchased in 2004, through a competitive Request for Proposal (RFP) process, and NICE Systems has been maintaining the system since then.	July 10, 2013	July 9, 2017
47233 - 13/14	RECREATION AND PARK COMMISSION	\$1,000,000.00	Provide full Landscape Architectural, Architectural, Engineering, Outreach, and Historic Resource Evaluation services for the Willie Woo Woo Wong Playground Renovation. This includes all services necessary for all phases of project delivery: conceptual design, schematic design, design development, complete construction documents for permitting, bid, construction administration, and closeout. Scope will also include preparation of historic resource evaluation report and facilitation of broad community and stakeholder outreach process in multiple languages. A/E firm shall also provide cost estimating services during the course of the project.	June 1, 2014	March 1, 2019
48059 - 13/14	AIRPORT COMMISSION	\$3,900,000.00	Procure, install, and maintain an Automated Passport Control (APC) kiosk system consisting of 40 kiosks with connectivity to the U.S. Customs and Border Protection (CBP/Customs) data system. Each APC kiosk will have a full range passport reader with e-Passport capability, a fingerprint scanner and digital camera to capture the user's picture. All kiosks must be maintained in compliance with CBP's APC requirements. Kiosks will serve passengers arriving on international flights by capturing travel data and electronically transmitting the information to CBP for processing mandated	July 1, 2014	June 30, 2019



PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
			entrance formalities. Approximately \$1,300,000 will be used towards professional services.		

**TOTAL AMOUNT \$9,700,000**

Posting for June 2, 2014

Proposed Personal Services Contract - Regular

Modification to Increase/Decrease Contract Amount/Duration

PSC No	Dept Description	Modified Amount	Cumulative Amount	Description of Work	PSC Estimated	
					Start Date	End Date
3048-10/11	ECONOMIC AND WORKFORCE DEVELOPMENT - ECN	\$462,000.00	\$739,300.00	In addition to renewing the current modules the department subscribes to, the department would like to add newly developed modules for next three years which include mobile applications for jobseekers, a customer relationship management (CRM) tool for staff to better track business contacts and job leads generated and document imaging and management. The department is also asking for authorization to cover additional training hours from the vendor around these new products. Additional tools may be developed and added on or swapped out in future years as business needs change. (See attached document(s)).	9/1/2014	6/30/2017
30933-13/14	SHERIFF - SHF	\$70,000.00	\$135,000.00	Operate a shuttle service from Civic Center BART station and Balboa Park BART station to San Bruno Jail. The shuttle service operates on weekends and all major holidays from 7:00am - 2:30pm.	4/1/2014	3/31/2015
31218-13/14	AIRPORT COMMISSION-AIR	\$300,000.00	\$400,000.00	Design and fabrication of prototype Common Use Self Service (CUSS) ticketing units for the San Francisco International Airport (SFO). The CUSS ticketing units will be used in SFO's International Terminal to replace existing units that are at the end of their useful life. Once the prototype design has been approved by SFO, Office of Contract Administration will work with the Airport to purchase approximately 80-100 units for installation in the International Terminal. The professional service portion of this work will be less than \$100,000. (See attached document(s)).	3/3/2014	12/31/2016
4115-11/12	PUBLIC DEFENDER - PDR	\$65,000.00	\$209,332.00	Center on Juvenile and Criminal Justice (CJCJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities. CJCJ will provide an intensive case management approach to promote each youth's school and community adjustment by ensuring access to appropriate educational supports. The youth advocate will work as a team with the Public Defender education attorney. The Legal Educational Advocacy Program (LEAP) attorney is the team leader and the education youth advocate works under the daily supervision of the LEAP attorney. The youth advocate is an agent of the attorney and protected by the attorney - client privilege. See additional attachment.	4/1/2014	3/31/2015

4099-09/10	AIRPORT COMMISSION- AIR	\$4,000,000.00	\$16,700,000.00	<p>The scope of services will add work for: 1) Airport Wide As-Needed baggage handling Services (BHS) Improvements for design &amp; construction mgmt. svs. required for essential improvements to existing Airport BHS equipment that is obsolete or beyond its useful life; 2) International Terminal &amp; Terminal 3, Boarding Area F Checked Baggage Inspection System (CBIS) Modernization Prog. for design &amp; construction mgmt. svs. required for the Trans. Security Admin. (TSA)'s CBIS modernization prog. to replace security screening &amp; associated BHS equipment that is obsolete or beyond its useful life; &amp; 3) Airport Wide Safety &amp; Optimization Proj. for design-build svs. required for safety &amp; maintenance access improvements for the TSA's in-line explosives detection screening (EDS) &amp; associated BHS equipment.</p>	7/1/2015	6/30/2017
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**Total Modified Amount: \$4,897,000.00**

**Regular/Continuing/Annual  
Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC Dept. Code: PUC

Type of Request: [X] Initial [ ] Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval: [ ] Expedited [X] Regular ([ ] Omit Posting)

Type of Service: Power Scheduling Replacement/Software Implementation (CS-376)

Funding Source: SFPUC Operating Budget PSC Duration: 5 years
PSC Amount: \$2,000,000 PSC Est. Start Date: 06/01/2014 PSC Est. End Date: 05/31/2019

1. Description of Work

A. Scope of Work:

The scope of services consists of: (1) Software license purchase and software implementation services for replacing the electric power scheduling software; (2) Software training for users of the implemented software product; and (3) Annual software maintenance and license renewal including software customizations. As a part of this project, City staff will be trained in how to use the power scheduling software. Approximately eight (8) Utility Specialists (5602) and five (5) Utility Analysts (5601) will be trained on how to use the software features and functionality. In addition, two (2) IT principal engineers (1044) will be trained to learn to become administrators of the software. Water engineers (5241) may also be trained in the use of the software if they benefit from use of the software. The training will be given at end of the project and training by vendor will not be ongoing. It is anticipated that 40-60 hours of training will be provided in total.

B. Explain why this service is necessary and the consequence of denial:

The current power purchasing software implementation has not kept up with current business conditions and doesn't offer many features typical of some newer packages. Staff has made customizations to support its business needs, which has increased the support burden. Also, support by the vendor is minimal. Denial of the services required to implement and support this software will hamper the San Francisco Public Utility Commissions (SFPUC's) ability to react to changes in its business, reduce its ability to participate in new markets, reduce its efficiency and restrict the exchange of data throughout the utility.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This service hasn't been approved previously by the Civil Service Commission.

D. Will the contract(s) be renewed? An optional two year extension, at SFPUC's discretion.

2. Union Notification: On 04/14/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21,

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49321 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:  
Expertise in determining software requirements, customizing, configuring and training on the proprietary electric utility software.

B. Which, if any, civil service class(es) normally perform(s) this work?  
1044,5602,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
Yes. Contractor may provide external software hosting or backup facilities if that is determined to be the most cost-effective way to deliver the software.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable since presently there are no persons or City & County of San Francisco (CCSF) agencies have customized, configured, or trained on the use of any of the software packages under consideration. Power scheduling software product implementation and configuration requires very unique skill sets with knowledge not available within CCSF.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. Power scheduling software implementation, configuration and training require very specialized skills, most of which may be only needed at the outset of the project. Developing skills internally to do software configuration, administration, and to train future users will occur with current staff.

**5. Additional Information (if "yes", attach explanation)**

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? 40-60 hours. 8-5602;5-5601;2-1044;5148&5241;7482&7484.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 04/16/2014 BY:

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfwater.org

Address: 525 Golden Gate Avenue, 8th Floor San Francisco, CA

**Receipt of Union Notification(s)**  
**◆ Local 21**

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [SJackson@sfgwater.org](mailto:SJackson@sfgwater.org)  
**To:** [Jackson, Shamica](mailto:Jackson,Shamica); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Jackson, Shamica](mailto:Jackson,Shamica); [Isen, Richard](mailto:Isen, Richard); [DHR-PSCCoordinator, DHR](mailto:DHR-PSCCoordinator, DHR)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49321 - 13/14  
**Date:** Monday, April 14, 2014 1:33:59 PM

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RECEIPT for Union Notification for PSC 49321 - 13/14 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 49321 - 13/14 for \$2,000,000 for Initial Request services for the period 06/01/2014 – 05/31/2019. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1799> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended





# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Contract Administration Bureau  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
T 415.551.4603  
F 415.554.3225

## MEMORANDUM

**DATE:** April 11, 2014

**TO:** San Francisco Civil Service Commission

**FROM:** Alaric Degrafinried *AD*  
Manager, Professional Services Contracts

**RE:** Justification for duration 5 or more years  
CS-376, PSC No. 49321 -13/14  
Energy, Trading and Risk Management  
Software Implementation

---

The San Francisco Public Utilities Commission (SFPUC) is requesting Personal Service Contract (PSC) authority for software license purchase and software implementation services for replacing the electric power scheduling software; software training for users of the implemented software product; and annual software maintenance and license renewal including software customizations. These services will extend beyond five (5) years. Therefore, pursuant to the Civil Service Commission policies and procedures, below please find a justification for this extended PSC request.

This is a mission-critical software application for Power Enterprise business operations and revenue generation. It is important to have as much stability in services as possible over time. It is not realistic or desirable to switch critical business applications often, especially in light of the initial costs and the huge time investment for implementation and staff training to use such systems. In the electric industry these software packages are typically used 7+ years before being replaced. The current system was purchased in 2003. Likewise, the proposed new contract will be in place at least through 2019.

Thank you for consideration and should you have any questions please do not hesitate contact me at 415-551-4788.

Edwin M. Lee  
Mayor

Vince Courtney  
President

Ann Moller Caen  
Vice President

Francesca Vietor  
Commissioner

Anson Moran  
Commissioner

Art Torres  
Commissioner

Harlan L. Kelly, Jr.  
General Manager



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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS Dept. Code: TIS

Type of Request: [X] Initial [ ] Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval: [ ] Expedited [X] Regular ([ ] Omit Posting)

Type of Service: Radio and Microwave installation and configuration services

Funding Source: Bond and General Funds PSC Duration: 34 weeks 6 days
PSC Amount: \$500,000 PSC Est. Start Date: 05/01/2014 PSC Est. End Date: 12/31/2014

1. Description of Work

A. Scope of Work:

The Department of Technology is soliciting proposals from firms to build and deploy a microwave network connecting the public safety building and public safety radio communication sites. It is expected that the microwave communication will provide the resilience and redundancy to public safety communications. The services include planning, design, engineering and technical support to maintain the system.

B. Explain why this service is necessary and the consequence of denial:

The new Public Safety Building will provide operational resiliency, enabling police leadership to promptly and properly coordinate public safety services in the event of a major natural disaster.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This is an initial request and has not been provided in the past.

D. Will the contract(s) be renewed? The contract is not expected to be renewed at this time.

2. Union Notification: On 02/25/2014, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45611 - 13/14

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:  
Planning, design, engineering and technical support services to maintain the system. The work also involves installation and configuration of microwave radios and related communication equipment.

B. Which, if any, civil service class(es) normally perform(s) this work?  
7362,7368,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:  
This work is highly specilized and for an intermittent period.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, the classes already exist.

5. Additional Information (if "yes", attach explanation)

YES    NO

- A. Will the contractor directly supervise City and County employee?
- B. Will the contractor train City and County employee?
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services?
- E. Has a board or commission determined that contracting is the most effective way to provide this service?
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 04/25/2014 BY:

Name: Kendall Gary    Phone: 415-581-4066    Email: kendall.gary@sfgov.org

Address: One South Van Ness Ave., 2nd Floor    San Francisco, CA

**Receipt of Union Notification(s)**  
**◆ Local 1021**

**Gines, Jolie**

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Tuesday, February 25, 2014 4:10 PM  
**To:** Gary, Kendall; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thiang@seiu1021.org; Larry.Bradshaw@seiu1021.org; Gines, Jolie; Isen, Richard; DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45611 - 13/14

RECEIPT for Union Notification for PSC 45611 - 13/14 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 45611 - 13/14 for \$500,000 for initial Request services for the period 05/01/2014 -- 12/31/2014. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhr Drupal/node/1501> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Gines, Jolie

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**From:** Gary, Kendall  
**Sent:** Tuesday, February 25, 2014 8:54 AM  
**To:** Gines, Jolie  
**Subject:** FW: RFP-Public safety Building Microwave connectivity  
**Attachments:** image003.png

Jolie,

Here is SEIU's approval to wave 30 of the 60 day requirement.

Thanks,

Ms Kendall W. Gary  
Director of Technology Procurement  
One South Van Ness Avenue, 2<sup>nd</sup> Floor  
San Francisco, Ca. 94103  
415-581-4066 O  
415-470-0668 C  
415-581-3908 F  
Email: kendall.gary@sfgov.org

---

**From:** John, Joseph  
**Sent:** Tuesday, February 25, 2014 8:33 AM  
**To:** Gary, Kendall  
**Subject:** Fwd: RFP-Public safety Building Microwave connectivity

FYI

Sent from my iPhone

Begin forwarded message:

**From:** Ben Sizemore <Ben.Sizemore@seiu1021.org>  
**Date:** February 25, 2014 at 8:31:00 AM PST  
**To:** "Marian, John" <john.marian@sfgov.org>, Joseph John <joseph.john@sfgov.org>  
**Cc:** "Cummings, Francis" <francis.cummings@sfgov.org>  
**Subject:** Re: RFP-Public safety Building Microwave connectivity

Yes the Union will agree to the waiver.

Sent from my iPhone

On Feb 25, 2014, at 7:48 AM, "Marian, John" <john.marian@sfgov.org> wrote:

Ben,

Apparently DT is concerned that if the Union requires 60 days to review we will not be able to meet the construction deadline for the new Public Safety Building hence DT Contracting is looking for a waiver from the Union from 60 to 30 days for review.

Please let me know if this is acceptable to the Union and if so notify Joseph John and DT contracting (Kendall Gary and Jolie Gines)  
Thanks for your help in this matter.

John

**From:** Gines, Jolie  
**Sent:** Monday, February 24, 2014 1:34 PM  
**To:** Vasudevan, Shome; John, Joseph  
**Cc:** Marian, John; Helsing, Blair; Gary, Kendall  
**Subject:** RE: RFP-Public safety Building Microwave connectivity

## Department of Human Resources

<image003.png>

Classification, Compensation and Collective Bargaining  
Agreements  
7362 Communications Systems Tech

Description	<u>7362 Communications Systems Tech</u>
Collective Bargaining Agreement	<u>SEIU 1021 Miscellaneous</u>

## Classification, Compensation and Collective Bargaining Agreements 7368 Senior Comm Systems Technican

Description	<u>7368 Senior Comm Systems Technican</u>
Collective Bargaining Agreement	<u>SEIU 1021 Miscellaneous</u>

Hi Shome,

Well.....those classifications fall under SEIU, who have a 60 Day notice. The deadline for the May 19, 2014 Civil Service meeting was last Friday, February 22, 2014. The next deadline is March 8, 2014 for the June 2, 2014 Civil Service meeting.

*Thank You,  
Jolie*

*Jolie Gines  
City and County of San Francisco  
Department of Technology  
Contract Administration  
One South Van Ness Ave., 2nd Floor  
San Francisco, CA 94103*

415 581 3974  
415 581 3970 FAX



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: RECREATION AND PARK COMMISSION -- REC Dept. Code: REC

Type of Request: [X] Initial [ ] Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval: [ ] Expedited [X] Regular ([ ] Omit Posting)

Type of Service: Landscape Architecture, Engineering, and Outreach Services

Funding Source: Transit Center Dev Impact Fees PSC Duration: 4 years 50 weeks

PSC Amount: \$2,000,000 PSC Est. Start Date: 07/15/2014 PSC Est. End Date: 07/01/2019

1. Description of Work

A. Scope of Work:

Provide full Landscape Architectural, Architectural, Engineering, and Outreach services for the Portsmouth Square Renovation. This includes all services necessary for all phases of project delivery: conceptual design, schematic design, design development, complete construction documents for permitting, bid, construction administration, and closeout. Scope will also include facilitation of broad community and stakeholder outreach process in multiple languages. A/E firm shall also provide cost estimating services during the course of the project.

B. Explain why this service is necessary and the consequence of denial:

This service is the initial phase of the Portsmouth Square Renovation project. It will be completed using of impact fees allocated to Chinatown parks from the Transit Center development project. The service requires historical evaluation, community outreach and facilitation as well as design services. Taken as a whole, these skills are more appropriate for an outside to service contract. Denial will significantly slow down the overall project and jeopardize community support due to delays.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

These services have been provided in the past through the Bureau of Architecture and private consultants. An example is PSC#4046-13/14 for ELS/Kuth Raineri Joint venture for the Balboa Park Pool.

D. Will the contract(s) be renewed? No.

2. Union Notification: On 03/11/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44918 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:  
 Architectural & Engineering services include Civil, Landscape Architectural, Architectural, Structural, Mechanical, Electrical, Plumbing, Irrigation, Community Outreach Facilitation, Historic Resource Evaluation, specification writing & cost estimating throughout the permit and bidding, Construction Administration and Warranty Phases.

B. Which, if any, civil service class(es) normally perform(s) this work?  
 5203,5211,5212,5214,5268,5274,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
 No.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Project involves extensive revision of high-profile, culturally and historically significant park design and program, beyond in kind replacement. As park is located in Chinatown neighborhood, consultant team must conduct comprehensive community outreach process in English, Mandarin, and Cantonese, with broad, diverse stakeholder groups.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
 No, as outlined in 4A, Recreation and Park Department is seeking a design firm to achieve this need.

**5. Additional Information (if "yes", attach explanation)**

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
 ON 05/12/2014 BY:

Name: Sean McFadden Phone: 415 831 2779 Email: sean.mcfadden@sfgov.org

Address: 501 Stanyan Street San Francisco, CA 94117

**Receipt of Union Notification(s)**  
**◆ Local 21**

**Dang, Leorah (HRD)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of sean.mcfadden@sfgov.org  
**Sent:** Tuesday, March 11, 2014 11:39 AM  
**To:** McFadden, Sean (REC); L21PSCReview@ifpte21.org; McFadden, Sean (REC); Isen, Richard (TIS); DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44918 - 13/14

RECEIPT for Union Notification for PSC 44918 - 13/14 more than \$100k

The RECREATION AND PARK COMMISSION -- REC has submitted a request for a Personal Services Contract (PSC) 44918 - 13/14 for \$2,000,000 for Initial Request services for the period 07/01/2014 – 07/01/2019. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

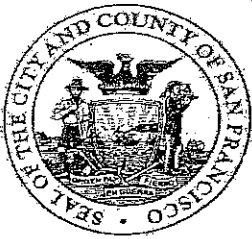
<http://apps.sfgov.org/dhrdrupal/node/1612> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4040-13/14



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

November 22, 2013

4046-13/14  
similar

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 4025-13/14; 4043-13/14 THROUGH 4052-13/14 AND 4078-09/10.**

At its meeting of November 18, 2013 the Civil Service Commission had for its consideration the above matter.

PSC #4025-13/14 was postponed to the meeting of December 2, 2013 at the request of the Public Utilities Commission. The Department of the Environment withdrew its request for approval of PSC #4043-13/14.

As for the remainder of the requests for approval of personal services contracts, the Commission took the following actions:

- 1) Approved PSC #4049-13/14, but for a period of five years only, and with the following conditions: that the Municipal Transportation Agency report back to the Commission before the contract is signed; and that the Municipal Transportation Agency provide a follow-up status report in two years. (Vote of 5 to 0)
- 2) Adopted the report. Approved the request for all remaining proposed personal services contracts (PSC #4043-13/14, PSC numbers 4045-13/14 through 4048-13/14, PSC numbers 4050-13/14 through 4052-13/14, and PSC #4078-09/10). (Vote of 5 to 0)

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

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

Cc: Parveen Boparai, Municipal Transportation Agency  
Rachel Buerkle, Department of Environment  
Micki Callahan, Department of Human Resources  
Kendall Gary, Department of Technology  
Shamica Jackson, Public Utilities Commission  
Joan Lubamersky, General Services Agency  
Allison Magee, Office of the Assessor-Recorder  
Sean McFadden, Recreation & Park Department  
Ben Rosenfield, Controller's Office  
Jaci Fong, Office of Contract Administration  
Commission File  
Chron

POSTING FO

11/18/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4025-13/14	40	Public Utilities Commission	Regular	\$5,000,000	The proposed work includes inspection and observation of testing of equipment, machinery and products to be furnished for Water and Wastewater Treatment Plants, water distribution and wastewater collection projects. Services include inspection, surveillance, sampling and testing of structural steel, fabricated steel pipe, mechanical and electrical equipment and large-diameter valves conducted at various procurement facilities, both national and international.	12/1/2013 - 12/1/2018
4043-13/14	02	Assessor	Regular	\$3,000,000	The Office of the Assessor Recorder (ASR) seeks a comprehensive commercial off the shelf recorder system that is a fully integrated, turnkey software solution. The system must be able to capture and streamline the recording business process that enables the Recorder Division to record an average of 260,000 documents per year. Functions will include document intake, examination, payment, scan and digitization, indexing, publication, and management of documents for the public, title companies, and government agencies on a walk-in, mail-in, and electronic basis. Services will include software solution licenses, hardware and peripherals procurement, system design, configuration, testing, installation, and implementation, along with data migration and conversion, change management assistance and staff training, and system documentation, maintenance, support, and troubleshooting.	4/1/2014 - 3/31/2019
4044-13/14	22	Environment	Regular	\$35,000,000	Provide implementation support for major elements of an on-going energy efficiency partnership program with PG&B and for other grant funded projects. Provide the Department of the Environment with as-needed professional support for energy efficiency, renewables, and climate change activities, to include engineering, technical analysis, research, testing, certification, and policy development.	7/1/2014 - 6/30/2020
4045-13/14	40	Public Utilities Commission	Regular	\$175,000	SFPUC's three (3) new local water treatment facilities were installed under construction contracts ending last quarter of fiscal year 2012-2013. Due to number of changes of plant configuration during construction the controls for these facilities require modifications to meet the California Department of Public Health (CDPH) treatment and reporting requirements. The work will consist of modifying, upgrading, and reconfiguration of control, instrumentation, and reporting elements of Programmable Logic Controllers (PLC) programs and Human Machine Interfaces (HMI) displays.	12/1/2013 - 10/31/2015
4046-13/14	42	Recreation & Park Commission	Regular	\$1,200,000	Provide full Architectural and Engineering services for the Balboa Pool Renovation. This includes all services necessary for schematic design phase, design development, participation in presentations to members of the public, Parks and Recreation Open Space Committee, and Recreation and Parks Department Commission. In addition, complete construction documents for permitting, all services required for the construction administration phase and project closeout. Architectural and Engineering firm shall also provide cost estimating services during the course of the project.	10/31/2013 - 10/20/2018
4047-13/14	68	Municipal Transportation Agency	Regular	\$200,000	The consultant will provide strategic communications advice, and develop and produce an umbrella campaign that conveys a comprehensive story about the San Francisco Municipal Transportation Agency (SFMTA), its services and the value it provides to San Francisco's transportation systems. The consultant will produce a comprehensive marketing campaign that includes dynamic and creative digital, print and video ads within a short timeframe.	11/18/2013 - 1/30/2015

4046-13/14  
similar

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: September 24, 2013 REVISED

DEPARTMENT NAME: Recreation & Park Department DEPARTMENT NUMBER 42

TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING \_\_\_\_\_ )  
 CONTINUING  ANNUAL

TYPE OF REQUEST:  
 INITIAL REQUEST  MODIFICATION (PSC# \_\_\_\_\_ )

TYPE OF SERVICE: Architecture and Engineering Services – Balboa Pool Renovation

FUNDING SOURCE: 2012 Clean and Safe Neighborhood Parks Bond Program (CSNPB)

PSC AMOUNT: \$1,200,000 PSC DURATION: 10/31/2013 thru 10/20/2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

*Provide full Architectural and Engineering services for the Balboa Pool Renovation. This includes all services necessary for schematic design phase, design development, participation in presentations to members of the public, Parks and Recreation Open Space Committee, and Recreation and Parks Department Commission. In addition, complete construction documents for permitting, all services required for the construction administration phase and project closeout. Architectural and Engineering firm shall also provide cost estimating services during the course of the project.*

B. Explain why this service is necessary and the consequences of denial:

*This service is a necessary part of the voter approved implementation of the 2012 Clean & Safe Neighborhood Parks Bond. Denial would stop the project from moving forward and compromise the goal of an integrated aquatic design.*

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

*These services have been provided in the past through the Bureau of Architecture and private consultants. An example is PSC#4075 FOR Cavagnero/Taggart Joint venture for the Larsen Park Sava Pool.*

D. Will the contract(s) be renewed: No.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Local 21 \_\_\_\_\_ Signature of person mailing/faxing form \_\_\_\_\_ Date 9/24/13  
 Union Name

\_\_\_\_\_ Signature of person mailing/faxing form \_\_\_\_\_ Date \_\_\_\_\_  
 Union Name

RFP sent to Local 21, on 8/21/13  
 Union Name Date

\_\_\_\_\_ Signature \_\_\_\_\_

\*\*\*\*\*  
 FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# \_\_\_\_\_  
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

*Specific skills include experience with the Architectural & Engineering services include hydro-thermal performance and integrated design related to aquatic facilities. In addition, Civil, Landscape, Structural, Mechanical, and Electrical expertise.*

B. Which, if any, civil service class normally performs this work?

*The following classes may be able to perform various tasks related to this project; 5203, Asst Engineer, 5211 Engineer/Architect Sr, 5212 Engineer/Architect Prin, 5214 Building Plan Engineer, 5268 Architect.*

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

*The Recreation and Park Department is embarking on a new programmatic philosophy in our Aquatics center seeking out firms with appropriate experience in new trends in the Aquatic industry to suit our goals and a new approach to integrated design, including hydro-thermal performance of aquatic facilities moisture movement, thermal comfort and indoor air quality.*

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

*No, as outlined in 4A, Recreation and Park Department is seeking a design firm to achieve this need.*

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

	Yes	No
A. Will the contractor directly supervise City and County employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Describe the training and indicate approximate number of hours.</li> <li>• Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.</li> </ul>		
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:**



Signature of Departmental Personal Services Contract Coordinator

Sean McFadden

(415) 831-2779

Print or Type Name

Telephone Number

501 Stanyan Street  
San Francisco, CA 94117

Address

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD Dept. Code: ECD

Type of Request: [X] Initial [ ] Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval: [ ] Expedited [X] Regular ([ ] Omit Posting)

Type of Service: Maintenance of Digial Voice Logging Recording - Nice System

Funding Source: General Fund PSC Duration: 4 years
PSC Amount: \$300,000 PSC Est. Start Date: 07/10/2013 PSC Est. End Date: 07/09/2017

1. Description of Work

A. Scope of Work:

Nice System provides the department's Digital Voice Logging Recorder (DVLR) system which is an integrated solution with both hardware and software. The system records all of 9-1-1 calls that are made in San Francisco, as well as the emergency radio communications with Police, Fire and Dispatch. The contract is for maintenance and software support services to keep the system online and operational.

The system was purchased in 2004, through a competitive Request for Proposal (RFP) process, and NICE Systems has been maintaining the system since then.

B. Explain why this service is necessary and the consequence of denial:

The City requires maintenance service on the system to keep the system online. The maintenance includes telephone support, software updates, bug fixes, hardware/software support, and configuration management assistance. NICE Systems Inc is the only manufacturer of this proprietary DVLR hardware and software and is the only vendor that provides its upgrades/updates and required level of support. If this service is denied, then the department will not be able to keep the current system maintained. There would be a potential to lose the audio recordings of sensitive 9-1-1 calls or the audio from the police/fire incident response which would be a liability to the City.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This has not been approved by the Civil Service Commission

D. Will the contract(s) be renewed? It is not anticipated to be renewed

2. Union Notification: On 04/21/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43465 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:  
Knowledge of the NICE Systems recording software and proprietary digital recording hardware.

B. Which, if any, civil service class(es) normally perform(s) this work?  
none,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:  
The equipment and software is proprietary, so civil service class is relevant. Local 21 and SEIU staff manage the contractor and provide Tier 1 technical support, but cannot solely maintain the equipment.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No

5. Additional Information (if "yes", attach explanation)

YES    NO

- A. Will the contractor directly supervise City and County employee?
- B. Will the contractor train City and County employee?
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services?
- E. Has a board or commission determined that contracting is the most effective way to provide this service?
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 05/01/2014 BY:

Name: William Lee    Phone: 415-558-3866    Email: william.lee@sfgov.org

Address: 1011 Turk St    San Francisco, CA 94102

**Receipt of Union Notification(s)**  
**◆ All Unions**

.....

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**From:** dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org  
**Sent:** Monday, April 21, 2014 2:36 PM  
**To:** Lee, William (ECD); rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Geddes, Michelle (ECD); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43465 - 13/14

RECEIPT for Union Notification for PSC 43465 - 13/14 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 43465 - 13/14 for \$300,000 for Initial Request services for the period 07/10/2013 – 07/09/2017. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1841> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: RECREATION AND PARK COMMISSION -- REC Dept. Code: REC

Type of Request: [X] Initial [ ] Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval: [ ] Expedited [X] Regular ([ ] Omit Posting)

Type of Service: Landscape Architecture, Architecture, Engineering, Outreach, and Historic Resource Evaluation

Funding Source: 2012 Clean & Safe Neigh. Bond PSC Duration: 4 years 39 weeks
PSC Amount: \$1,000,000 PSC Est. Start Date: 06/01/2014 PSC Est. End Date: 03/01/2019

1. Description of Work

A. Scope of Work:

Provide full Landscape Architectural, Architectural, Engineering, Outreach, and Historic Resource Evaluation services for the Willie Woo Woo Wong Playground Renovation. This includes all services necessary for all phases of project delivery: conceptual design, schematic design, design development, complete construction documents for permitting, bid, construction administration, and closeout. Scope will also include preparation of historic resource evaluation report and facilitation of broad community and stakeholder outreach process in multiple languages. A/E firm shall also provide cost estimating services during the course of the project.

B. Explain why this service is necessary and the consequence of denial:

Denial would stop progress on planning for the project. The project requires an extensive revision of high-profile, culturally significant park design & program, beyond in kind replacement, & will require historic resource evaluation. As park is located in Chinatown neighborhood, consultant team must conduct comprehensive community outreach process in English, Mandarin, & Cantonese. The department feels this effort requires the additional experience in conceptual design through historical evaluation & outreach.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

These services have been provided in the past through the Bureau of Architecture and private consultants. PSC#4046-13/14 for ELS/Kuth Raineri Joint venture for the Balboa Park Pool.

D. Will the contract(s) be renewed? No.

2. Union Notification: On 03/08/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47233 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise:  
Architectural & Engineering services include Civil, Landscape Architectural, Architectural, Structural, Mechanical, Electrical, Plumbing, Irrigation, Community Outreach Facilitation, Historic Resource Evaluation, specification writing & cost estimating throughout the permit and bidding periods, Construction Administration and Warranty Phases.
- B. Which, if any, civil service class(es) normally perform(s) this work?  
5203,5211,5212,5214,5268,5274,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No.

**4. Why Classified Civil Service Cannot Perform**

- A. Explain why civil service classes are not applicable:  
Department has awarded Dept. of Public Works (DPW) all of the projects in the first phase or approximately \$3.8M in design fees. Project involves an extensive revision of high-profile, culturally significant park design & program, beyond in kind replacement, & will require historic resource evaluation. As park is located in Chinatown neighborhood, consultant team must conduct comprehensive community outreach process. The Department feels this effort requires the additional experience in this proces
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, as outlined in 4A, Recreation and Park Department is seeking to achieve a design requiring a variety of skill sets that is more appropriate for an outside design firm to bring together.

**5. Additional Information (if "yes", attach explanation)**

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 05/12/2014 BY:

Name: Sean McFadden Phone: 415 831 2779 Email: sean.mcfadden@sfgov.org

Address: 501 Stanyan Street San Francisco, CA 94117



**Receipt of Union Notification(s)**

**◆ Local 21**

**Dang, Leorah (HRD)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of sean.mcfadden@sfgov.org  
**Sent:** Saturday, March 08, 2014 12:20 AM  
**To:** McFadden, Sean (REC); L21PSCReview@ifpte21.org; McFadden, Sean (REC); Isen, Richard (TIS); DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47233 - 13/14

RECEIPT for Union Notification for PSC 47233 - 13/14 more than \$100k

The RECREATION AND PARK COMMISSION -- REC has submitted a request for a Personal Services Contract (PSC) 47233 - 13/14 for \$1,000,000 for Initial Request services for the period 03/01/2014 – 03/01/2019. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

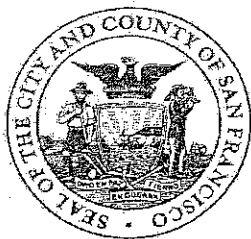
<http://apps.sfgov.org/dhrdrupal/node/1614> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

- 1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4046-13/14



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

November 22, 2013

4046-13/14  
similar

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 4025-13/14; 4043-13/14 THROUGH 4052-13/14 AND 4078-09/10.**

At its meeting of November 18, 2013 the Civil Service Commission had for its consideration the above matter.

PSC #4025-13/14 was postponed to the meeting of December 2, 2013 at the request of the Public Utilities Commission. The Department of the Environment withdrew its request for approval of PSC #4043-13/14.

As for the remainder of the requests for approval of personal services contracts, the Commission took the following actions:

- 1) Approved PSC #4049-13/14, but for a period of five years only, and with the following conditions: that the Municipal Transportation Agency report back to the Commission before the contract is signed; and that the Municipal Transportation Agency provide a follow-up status report in two years. (Vote of 5 to 0)
- 2) Adopted the report. Approved the request for all remaining proposed personal services contracts (PSC #4043-13/14, PSC numbers 4045-13/14 through 4048-13/14, PSC numbers 4050-13/14 through 4052-13/14, and PSC #4078-09/10). (Vote of 5 to 0)

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

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

Cc: Parveen Boparai, Municipal Transportation Agency  
Rachel Buerkle, Department of Environment  
Micki Callahan, Department of Human Resources  
Kendall Gary, Department of Technology  
Shamica Jackson, Public Utilities Commission  
Joan Lubamersky, General Services Agency  
Allison Magee, Office of the Assessor-Recorder  
Sean McFadden, Recreation & Park Department  
Ben Rosenfield, Controller's Office  
Jaci Fong, Office of Contract Administration  
Commission File  
Chron

POSTING FO  
11/18/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4025-13/14	40	Public Utilities Commission	Regular	\$5,000,000	The proposed work includes inspection and observation of testing of equipment, machinery and products to be furnished for Water and Wastewater Treatment Plants, water distribution and wastewater collection projects. Services include inspection, surveillance, sampling and testing of structural steel, fabricated steel pipe, mechanical and electrical equipment and large-diameter valves conducted at various procurement facilities, both national and international.	12/1/2013 - 12/1/2018
4043-13/14	02	Assessor	Regular	\$3,000,000	The Office of the Assessor Recorder (ASR) seeks a comprehensive commercial off the shelf recorder system that is a fully integrated, turnkey software solution. The system must be able to capture and streamline the recording business process that enables the Recorder Division to record an average of 260,000 documents per year. Functions will include document intake, examination, payment, scan and digitization, indexing, publication, and management of documents for the public, title companies, and government agencies on a walk-in, mail-in, and electronic basis. Services will include software solution licenses, hardware and peripherals procurement, system design, configuration, testing, installation, and implementation, along with data migration and conversion, change management assistance and staff training, and system documentation, maintenance, support, and troubleshooting.	4/1/2014 - 3/31/2019
4044-13/14	22	Environment	Regular	\$35,000,000	Provide implementation support for major elements of an on-going energy efficiency partnership program with PG&E and for other grant funded projects. Provide the Department of the Environment with as-needed professional support for energy efficiency, renewables, and climate change activities, to include engineering, technical analysis, research, testing, certification, and policy development.	7/1/2014 - 6/30/2020
4045-13/14	40	Public Utilities Commission	Regular	\$175,000	SRPUC's three (3) new local water treatment facilities were installed under construction contracts ending last quarter of fiscal year 2012-2013. Due to number of changes of plant configuration during construction the controls for these facilities require modifications to meet the California Department of Public Health (CalDPH) treatment and reporting requirements. The work will consist of modifying, upgrading, and reconfiguration of control, instrumentation, and reporting elements of Programmable Logic Controllers (PLC) programs and Human Machine Interfaces (HMI) displays.	12/1/2013 - 10/31/2015
4046-13/14	42	Recreation & Park Commission	Regular	\$1,200,000	Provide full Architectural and Engineering services for the Balboa Pool Renovation. This includes all services necessary for schematic design phase, design development, participation in presentations to members of the public, Parks and Recreation Open Space Committee, and Recreation and Parks Department Commission. In addition, complete construction documents for permitting, all services required for the construction administration phase and project closeout. Architectural and Engineering firm shall also provide cost estimating services during the course of the project.	10/31/2013 - 10/20/2018
4047-13/14	68	Municipal Transportation Agency	Regular	\$200,000	The consultant will provide strategic communications advice, and develop and produce an umbrella campaign that conveys a comprehensive story about the San Francisco Municipal Transportation Agency (SFMTA), its services and the value it provides to San Francisco's transportation systems. The consultant will produce a comprehensive marketing campaign that includes dynamic and creative digital, print and video ads within a short timeframe.	11/18/2013 - 1/30/2015

4046-13/14  
Similar

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: September 24, 2013 REVISED

DEPARTMENT NAME: Recreation & Park Department DEPARTMENT NUMBER 42

TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING \_\_\_\_\_ )  
 CONTINUING  ANNUAL

TYPE OF REQUEST:  
 INITIAL REQUEST  MODIFICATION (PSC# \_\_\_\_\_ )

TYPE OF SERVICE: Architecture and Engineering Services - Balboa Pool Renovation

FUNDING SOURCE: 2012 Clean and Safe Neighborhood Parks Bond Program (CSNPB)

PSC AMOUNT: \$1,200,000 PSC DURATION: 10/31/2013 thru 10/20/2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

*Provide full Architectural and Engineering services for the Balboa Pool Renovation. This includes all services necessary for schematic design phase, design development, participation in presentations to members of the public, Parks and Recreation Open Space Committee, and Recreation and Parks Department Commission. In addition, complete construction documents for permitting, all services required for the construction administration phase and project closeout. Architectural and Engineering firm shall also provide cost estimating services during the course of the project.*

B. Explain why this service is necessary and the consequences of denial:

*This service is a necessary part of the voter approved implementation of the 2012 Clean & Safe Neighborhood Parks Bond. Denial would stop the project from moving forward and compromise the goal of an integrated aquatic design.*

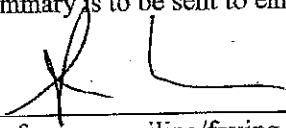
C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

*These services have been provided in the past through the Bureau of Architecture and private consultants. An example is PSC#4075 FOR Cavagnero/Taggart Joint venture for the Larsen Park Sava Pool.*

D. Will the contract(s) be renewed: No.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

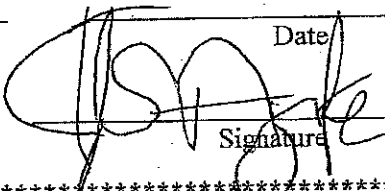
Local 21  
Union Name

  
Signature of person mailing/faxing form

9/24/13  
Date

\_\_\_\_\_  
Union Name

\_\_\_\_\_  
Signature of person mailing/faxing form

  
Date  
Signature

RFP sent to Local 21, on 8/21/13  
Union Name Date

\*\*\*\*\*  
FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# \_\_\_\_\_  
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

*Specific skills include experience with the Architectural & Engineering services include hydro-thermal performance and integrated design related to aquatic facilities. In addition, Civil, Landscape, Structural, Mechanical, and Electrical expertise.*

B. Which, if any, civil service class normally performs this work?

*The following classes may be able to perform various tasks related to this project; 5203, Asst Engineer, 5211 Engineer/Architect Sr, 5212 Engineer/Architect Prin, 5214 Building Plan Engineer, 5268 Architect.*

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

*The Recreation and Park Department is embarking on a new programmatic philosophy in our Aquatics center seeking out firms with appropriate experience in new trends in the Aquatic industry to suit our goals and a new approach to integrated design, including hydro-thermal performance of aquatic facilities moisture movement, thermal comfort and indoor air quality.*

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

*No, as outlined in 4A, Recreation and Park Department is seeking a design firm to achieve this need.*

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

C. Are there legal mandates requiring the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

D. Are there federal or state grant requirements regarding the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

E. Has a board or commission determined that contracting is the most effective way to provide this service?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:**

Signature of Departmental Personal Services Contract Coordinator

Sean McFadden

(415) 831-2779

Print or Type Name

Telephone Number

501 Stanyan Street  
San Francisco, CA 94117

Address

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Automated Passport Control (APC) Kiosks

Funding Source: Airport Capital Funds PSC Duration: 5 years  
PSC Amount: \$3,900,000 PSC Est. Start Date: 07/01/2014 PSC Est. End Date: 06/30/2019

**1. Description of Work**

A. Scope of Work:

Procure, install, and maintain an Automated Passport Control (APC) kiosk system consisting of 40 kiosks with connectivity to the U.S. Customs and Border Protection (CBP/Customs) data system. Each APC kiosk will have a full range passport reader with e-Passport capability, a fingerprint scanner and digital camera to capture the user's picture. All kiosks must be maintained in compliance with CBP's APC requirements. Kiosks will serve passengers arriving on international flights by capturing travel data and electronically transmitting the information to CBP for processing mandated entrance formalities. Approximately \$1,300,000 will be used towards professional services.

B. Explain why this service is necessary and the consequence of denial:

The APC Kiosk System is a necessity for relieving terminal congestion and improving the guest experience in the Customs area, and for the San Francisco International Airport (Airport or SFO) to be competitive with other airports. Without proper procurement, installation, and maintenance, the kiosks are at risk of outages causing delays in passenger processing in the Customs area. Denial of this service would cause customer dissatisfaction, resulting in a potential loss of revenues to the Airport.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.  
This is a new service.

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services.

2. **Union Notification:** On 04/07/2014, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21, Municipal Executive Association, Electrical Workers, Local 6,

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48059 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

340

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:

Specialized knowledge in customs kiosk platforms, remote monitoring and diagnostic of computer systems, and engineering and maintenance of such kiosks which are unique to the airport industry. This work requires expertise in the integration of self-service kiosks to computer networks, and computer systems of the automated passport kiosk system. Complete familiarization in customs and immigration protocols and procedures for passport control is also required.

B. Which, if any, civil service class(es) normally perform(s) this work?

9240,9241,9242,1041,1042,1043,1044,7308,0923,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

Yes, the automated passport control kiosks system will be procured from the contractor.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

The are no current civil service classes that have the technical expertise in the design, programming and integration of this unique kiosk system specializing in customs and immigration processing.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No as services are specialized to the nature of this work and do not occur frequently enough to justify permanent staffing.

**5. Additional Information (if "yes", attach explanation)**

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 05/12/2014 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flsfo.com

Address: PO Box 8097 San Francisco, CA 94128

**Receipt of Union Notification(s)**

◆ **Local 21**

◆ **Local 6**

◆ **MEA**

## Dang, Leorah (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Monday, April 07, 2014 2:55 PM  
**To:** cynthia.avakian@flysfo.com; L21PSCReview@ifpte21.org; camaguey@sfmea.com; staff@sfmea.com; khughes@ibew6.org; christina.chiong@flysfo.com; Isen, Richard (TIS); DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48059 - 13/14

RECEIPT for Union Notification for PSC 48059 - 13/14 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 48059 - 13/14 for \$3,900,000 for Initial Request services for the period 07/01/2014 -- 06/30/2019. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1783> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Department's Letter of Explanation**

- **Proposed PSC requesting 5 years or more**

**PSC # 48059-13/14  
Automated Passport Control (APC) Kiosks  
Term Justification**

The Airport requests the term of the Automated Passport Control (APC) Kiosks contract to be a minimum of 3 years with two optional 1-year terms. Given the complexity of the project and the involvement with US Customs and Border Protection, high frequencies of turn-over in this contract could delay services and impact the effectiveness of the system.

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# **Modification**

## **Personal Services Contracts**

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT Dept. Code: ECN

Type of Request:  Initial  Modification of an existing PSC (PSC # 3048-10/11)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Client and job order database program subscription w/ web interface

Funding Source: GF and Workforce Investment Act

PSC Original Approved Amount: \$49,900

PSC Original Approved Duration: 02/07/11 - 03/01/12 (1 year 3 week)

PSC Mod#1 Amount: \$135,000

PSC Mod#1 Duration: 02/22/12-06/30/13 (1 year 17 weeks)

PSC Mod#2 Amount: \$92,400

PSC Mod#2 Duration: 07/01/13-08/30/14 (1 year 8 weeks)

PSC Mod#3 Amount: \$462,000

PSC Mod#3 Duration: 09/01/14-06/30/17 (2 years 43 weeks)

PSC Mod#4 Amount: \_\_\_\_\_

PSC Mod#4 Duration: \_\_\_\_\_

PSC Cumulative Amount Proposed: \$739,300

PSC Cumulative Duration Proposed: 6 years 20 weeks

**1. Description of Work**

**A. Scope of Work:**

In addition to renewing the current modules the department subscribes to, the department would like to add newly developed modules for next three years which include mobile applications for jobseekers, a customer relationship management (CRM) tool for staff to better track business contacts and job leads generated and document imaging and management. The department is also asking for authorization to cover additional training hours from the vendor around these new products. Additional tools may be developed and added on or swapped out in future years as business needs change. See attached document(s).

**B. Explain why this service is necessary and the consequence of denial:**

If there is a lack of coordination and tracking, the participants of the City's workforce system are not receiving the advantage of competing for early-posted open entry level positions. Federal law penalizes states that fail to meet their assigned quotas for moving individuals from welfare to work by imposing monetary sanctions that will be passed on to the counties. (Please see additional document)

**C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.**

Yes

**D. Will the contract(s) be renewed? Unknown at this time**

**2. Union Notification:** On 04/21/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3048-10/11

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:

Extensive experience developing and implementing systems of a similar nature in the California Workforce community. Program must have well developed reporting tools to be able to report on activities at all levels - job development, placement, employer tracking, and potential employee matches. Program must also be able to "spider" through other job boards to pull in postings from other sources (Monster, Career Builder, etc) to maintain a robust database of opportunities at all times.

B. Which, if any, civil service class(es) normally perform(s) this work?  
1053,1063,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

The department does not have any employees with the expertise to develop the needed resource. The City's Department of Technology Services (DTIS) was approached about performing the work & the department was told there were not resources to develop the tool & that the project was outside the scope of that department's work. This project is highly specialized & would best be performed by an organization that has extensive experience with similar projects as noted in 3 A above.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. Development of a new like service would be temporary in nature. The organization the department would like to contract with already has a tool developed that is being successfully used in several CA counties, including San Francisco. [See attached PSC for additional language]

**5. Additional Information (if "yes", attach explanation)**

**YES NO**

- A. Will the contractor directly supervise City and County employee?  YES  NO
- B. Will the contractor train City and County employee?  
Contractor will train OEWD staff (2-9774; 1-0922) ~20 hrs  YES  NO
- C. Are there legal mandates requiring the use of contractual services?  YES  NO
- D. Are there federal or state grant requirements regarding the use of contractual services?  YES  NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service?  YES  NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? extension of current contractor; Geographic Solutions  YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 04/21/14 BY:

Name: Merrick Pascual Phone: (415)701-4811 Email: merrick.pascual@sfgov.org

Address: 1 South Van Ness Avenue, 5th Floor San Francisco, CA

**Receipt of Union Notification(s)**  
**◆ Local 21**

.....

.....

## Dang, Leorah (HRD)

---

**From:** dhr-psccordinator@sfgov.org on behalf of merrick.pascual@sfgov.org  
**Sent:** Monday, April 21, 2014 4:58 PM  
**To:** Pascual, Merrick (MYR); rmittchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Damalas, Kristine (MYR); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 3048-10/11 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN has submitted a modification request for a Personal Services Contract (PSC) for \$462,000 for services for the period September 1, 2014 -- June 30, 2017. For Regular/Annual/Continual Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1939>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present.

Either you selected none or there is no email entered in the system by that particular union

## **Additional Attachment(s) of Explanation**

### **◇ Section 1. Description of Work**

#### **1A: Scope of Work**

**Purchase of subscription to database program with web interface to administer non-construction First Source (FS) Hiring program and facilitate hiring of candidates case managed by the City's network of One-Stop Career Centers. The program will allow case managers to efficiently screen, match, and refer appropriate candidates to job openings using a proprietary skill matching feature. It will facilitate the sharing of open positions to ensure workers are placed quickly, allow businesses to more effectively comply with the City's First Source Hiring requirements and allow tracking of compliance of non-construction contractors bound by First Source (Municipal Code Chapter 83).**

#### **1B. Explain why this service is necessary and the consequences of denial**

**If there is a lack of coordination and tracking, the participants of the City's workforce system are not receiving the advantage of competing for early-posted open entry level positions. Federal law penalizes states that fail to meet their assigned quotas for moving individuals from welfare to work by imposing monetary sanctions that will be passed on to the counties. The welfare time limits imposed upon families place tremendous pressure on the City to find jobs, provide appropriate training opportunities, and assist economically disadvantaged individuals to find and retain adequate employment. The available of sufficient employment opportunities is essential to the economic and social well-being of the City.**

## CHAPTER 83: FIRST SOURCE HIRING PROGRAM

Sec. 83.1. Short Title.

Sec. 83.2. Findings.

Sec. 83.3. Purpose.

Sec. 83.4. Definitions.

Sec. 83.5. Scope.

Sec. 83.6. First Source Hiring Administration.

Sec. 83.7. Duties of City Departments.

Sec. 83.8. Workforce Development Advisory Committee.

Sec. 83.9. First Source Hiring Requirements for Contracts and Property Contracts, and Other Work Performed in the City by City Contractors.

Sec. 83.10. Violation of First Source Hiring Requirements in Contracts and Property Contracts.

Sec. 83.11. First Source Hiring Requirements for Permits for Commercial Development and Residential Projects.

Sec. 83.12. Violation of First Source Hiring Requirements in Permits and in Work Performed by a City Contractor on Non-City Projects in the City.

Sec. 83.13. Records.

Sec. 83.14. General Exclusions and Limitations.

Sec. 83.15. Collective Bargaining Agreements.

Sec. 83.16. Severability.

Sec. 83.17. Limited to Promotion of General Welfare.

Sec. 83.18. Operative Date and Application.

### SEC. 83.1. SHORT TITLE.

This Chapter shall be known as the "First Source Hiring Program."

(Added by Ord. 264-98, App. 8/21/98)

### SEC. 83.2. FINDINGS.

(a) In August 1996, a new Federal law, the Personal Responsibility and Work Opportunity Act, also known as "welfare reform," fundamentally changed the nature of public assistance programs in this country; shifting the focus from the receipt of benefits to procurement of employment within specified time limits. Approximately 17,350 of San Francisco's children and 7,330 of its adults (3.4 percent of the population) who currently receive Temporary Assistance to Needy Families (TANF), the program formerly known as Aid to Families with Dependent Children (AFDC), will be limited to five cumulative years of aid during their lifetime. This means that within five years, the adult members of these families, unless specifically exempted, must be employed at an economically self-sufficient level. Under the new Federal law, after two years on aid, most recipients must work in order to maintain eligibility for (TANF). As families reach their time limits, there will be no federal or State funding help to support them. Therefore, the creation and retention of adequate employment opportunities within the City is essential to prevent these families from falling into complete destitution.

(b) The Federal law will penalize states that fail to meet their assigned quotas for moving individuals from welfare to work by imposing monetary sanctions that will be passed on to the counties.

(c) Many people on welfare and other economically disadvantaged individuals do not have immediate access to employment opportunities that will bring economic self-sufficiency. Often, long-term recipients of public benefits are confronted with multiple barriers to full employment, including lack of education, job-readiness skills and work experience.

(d) In San Francisco, there are 9,000 single unemployed adults in the County Adult Assistance Program (CAAP) who are also in need of programs to move toward self-sufficiency. Many CAAP clients have chosen an employment track and are pursuing self-sufficiency through work. Unlike TANF, CAAP is funded solely by County dollars and is not subsidized by the State or Federal government. While the economy shows signs of improvement, unemployment rates in San Francisco remain at 5.8 percent.

(e) Since 2000, over 100,000 jobs have been lost, almost three times the job loss rate of the early 1990's.

(f) The welfare time limits imposed upon families place tremendous pressure on the City to find jobs, provide appropriate training opportunities, and assist economically disadvantaged individuals to find and retain adequate employment. The availability of sufficient employment opportunities is essential to the

economic and social well-being of the City. This process of workforce development must be a component of the City's economic development planning.

(g) New development and construction of commercial projects tend to increase property values which in turn can displace low-income residents and put a greater burden on the City to assist economically disadvantaged individuals.

(h) Additionally, business expansion places increased demand upon, and reduces the available pool, of qualified workers. The City's economic health depends upon the maintenance of that pool. Job training funds are a component of welfare reform and will result in an increase of available qualified workers. Thus, early identification of entry level positions in new or growing commercial activity allows the City to plan training programs that will prepare economically disadvantaged individuals to be available for these new jobs. One of the goals of this Chapter is to create a seamless job referral system.

(i) The City, the business community, the service providers, organized labor, the schools, and the people who must personally meet the challenge of welfare reform are gathering at a unique historical moment. The time limits on public assistance are a matter of law, and the only choice is to organize the opportunities so as not to bypass these workers. The consequences of welfare reform are significant not just for the individuals who must find economic self-sufficiency, but for the whole economic well-being and commercial activity of the City and its constituents.

(j) The concept of "First Source Hiring" under this Chapter contains two essential components: the identification of entry level positions in order to properly allocate training resources, and the availability of the first opportunity for graduates of those training programs to be considered for employment. The City must work with the business community, the service providers, organized labor and schools in identifying workforce needs, developing job readiness standards, supporting training that creates a new pool of qualified workers, and providing a mechanism by which the business community can draw upon this pool; thereby facilitating and strengthening the relationship between the City, educational institutions, community-based job training, development and place-mended programs, and the private sector. While the City commits to providing the support services necessary to ensure the successful transition to economic self-sufficiency, the business community must be willing to offer these employment opportunities to qualified economically disadvantaged individuals.

(k) Participation in the City's First Source Hiring Program can be economically advantageous to employers. The Program provides a ready supply of qualified workers to employers with hiring needs. There are a variety of City, federal and State tax credits available for hiring qualified economically disadvantaged individuals. Within State-designated "Enterprise Zone" areas of San Francisco, the state offers a hiring tax credit for employers who hire job seekers from targeted groups. Employers can claim up to \$31,605.00 in tax credits over a 5 year period when they hire qualified employees. The State of California also allows a hiring tax credit against wages paid qualified economically disadvantaged individuals, and a sales tax credit for equipment purchased for use in designated Enterprise Zones.

(l) In order to provide financial assistance to employers who hire qualified economically disadvantaged individuals, the federal government offers the Federal Welfare-to-Work Credit that provides up to \$8,500 in tax credits per qualified employee and the Work Opportunity Tax Credit that provides up to \$2,400 in tax credits per qualified employee.

(m) The City is committed, in partnership with the Private Industry Council, to facilitating employer access to tax credit and other financial incentive information regarding the hiring of qualified economically disadvantaged individuals who meet City, State or federal program criteria.

(n) The Board of Supervisors passed the FSHA before Congress passed the Workforce Investment Act of 1998 (WIA) (29 U.S.C.A. 2801 et seq.). The WIA mandates the creation of a Workforce Investment Board (WIB) that, in partnership with the Mayor, oversees the workforce development system for the City.

(o) The WIA also requires the implementation of a One-Stop delivery system that provides services to both job seekers and employers. It requires that the workforce development services in each locality be delivered through a single "One-Stop" delivery system. The WIA gives states and localities flexibility in deciding how to implement the One-Stop system with the condition that a "full service center" be formed in each locality, which provides full access to all services. The WIB, in partnership with the Mayor, agreed to have one full service center located on Mission Street, two affiliate centers located in the southeast sector and in the Civic Center area, and a multitude of access points. This structure makes up the foundation of the One-Stop system in San Francisco. The City chose a consortium of agencies to be responsible for the operation of these centers, including the San Francisco Human Services Agency (HSA), City College of

San Francisco, the National Council on Aging, and the State of California Employment Development Department.

(p) With the passage of the WIA and the implementation of the One-Stop system, the FSHA has been fully integrated into the delivery of services.

(q) In 2003, the FSHA ordinance was extended for one year, during which time an independent evaluation was conducted on the effectiveness of the program. The final report indicates that the stakeholders view the ordinance as a tool to open doors to jobs for populations that have historically had difficulty gaining access to employment opportunities.

(r) In March 2004, HSA began implementing a business service initiative designed to integrate job posting and placement activities within the One-Stop system. With this new referral system in place, a process exists to connect job seekers with the job opportunities that result from this ordinance.

(s) Also in 2004, HSA implemented a new data system that tracks the activities of the referral system. Information gathered includes the number of employers notified of first source requirements, the number that comply with first source requirements, the number of jobs posted, and the number of job seekers referred and placed in jobs.

(t) The proposed Market and Octavia Area Plan - consisting of general plan, planning code, and zoning map amendments - is a means for implementing an innovative set of land use controls, urban design guidelines, and public space and transportation system improvements to create a dense, vibrant and transit-oriented neighborhood. The plan rezones the commercial uses in the Plan Area; consequently more jobs will occur in the lower wage industries such as retail, food service, and personal services. Such industries offer employment opportunities to first time and entry level workers especially served by the City's First Source Hiring program and as such special efforts will be made to enlist lower income residents and job seekers in these new employment opportunities. Expanding the provisions of the First Source Hiring Ordinance to the Market and Octavia Area Plan will serve as a pilot project for other areas of the City and is in the best interest of the residents residing in this designated area.

(Added by Ord. 264-98, App. 8/21/98; amended by Ord. 250-04, File No. 041190, App. 10/14/2004; Ord. 76-06, File No. 060166, App. 4/20/2006; Ord. 214-08, File No. 080235, App. 9/19/2008)

### SEC. 83.3. PURPOSE.

The purpose of this Chapter is to establish a First Source Hiring Program for the City and County of San Francisco to foster construction and permanent employment opportunities for qualified economically disadvantaged individuals. Participation in this program shall be required in City contracts and City property contracts. In addition, participation in this program is required by City contractors for any and all work performed by the contractor in the City.

This Chapter additionally requires similar first source hiring obligations to be included in permits authorizing construction of certain commercial development and residential projects.

Because of the wide variety of contracts, property contracts, other work performed in the City by the City contractor, and permits issued by, the City, there is no single first source hiring requirement that can be applied and enforced in all such situations. Therefore, specific first source hiring requirements must be tailored to individual contracts, property contracts, work performed in the City by City contractors, and permits for commercial activities and residential projects. An administrative body shall be established by the City to assist in the tailoring of these requirements, and shall be known as the "First Source Hiring Administration (FSHA)" for the purpose of implementing and overseeing the first source hiring requirements under this Chapter.

This Chapter is intended to authorize and direct the First Source Hiring Administration, where consistent with the purpose of this Chapter and its assessment of feasibility, and in a manner that avoids conflicts with applicable federal and State law, to set entry level position hiring and retention goals for contracts, property contracts, other work performed in the City by City contractors, and permits.

Nothing in this Chapter is intended to, nor shall it be interpreted or applied so to create delay to contractors or developers under permits subject to the requirements of first source hiring.

Three years after the effective date of this Chapter, the Board of Supervisors shall review the First Source Hiring Program to determine: (1) the number of entry level positions identified and acquired by qualified economically disadvantaged individuals; (2) whether participants in the Workforce Development System received appropriate and sufficient training; (3) whether the requirements of this Chapter are adequate to achieve the goals of the program; and (4) whether amendments and/or revisions of this Chapter are needed.

(Added by Ord. 264-98, App. 8/21/98; amended by Ord. 250-04, File No. 041190, App. 10/14/2004)



**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

- 1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 3048-10/11

3048-10/11

Meat 1



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

E. DENNIS NORMANDY  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

SCOTT R. HELDFOND  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

March 8, 2012

## NOTICE OF CIVIL SERVICE COMMISSION MEETING

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4095-11/12 THROUGH 4101-11/12; 3048-10/11; 4023-98/99; 4041-10/11; 4098-04/05; 4001-09/10 AND 4109-08/09.**

The above matter will be considered by the Civil Service Commission at a meeting to be held on **March 19, 2012 at 2:00 p.m. in Room 400**, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the ratification agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

*All nonprivileged materials being considered by the Civil Service Commission for this item are available for public inspection and copying at the Civil Service Commission office Monday through Friday from 8:00 a.m. to 5:00 p.m.*

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

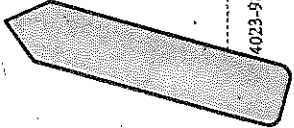
### Attachment

- c: Cynthia Avakian, Airport Commission
- Parveen Boparai, Municipal Transportation Agency
- Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Kendall Gary, Department of Technology
- Merrick Pascual, Mayor's Office of Economic Workforce Development
- Maria Ryan, Department of Human Resources
- Shawn Wallace, San Francisco Police Department
- Commission File
- Commissioners' Binder
- Chron

POSTING FOR  
3/19/2012

PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
3048-10/11	21	Business, Economic Development	Regular	\$135,000	\$184,900	The City contracted this service last year and launched a pilot to use the service as described herein with great success and would like to continue this relationship another year. Purchase subscription to database program with web interface to administer non-construction First Source Hiring program and facilitate hiring of candidates case managed by the City's network of One-Stop Career Centers. The program will allow case managers to efficiently screen, match, and refer appropriate candidates to job openings using a proprietary skill matching feature. It will facilitate the sharing of open positions to ensure workers are placed quickly, allow businesses to more effectively comply with the City's First Source Hiring requirements and allow tracking of compliance of non-construction contractors bound by First Source (Municipal Code Chapter 83).	2/7/2011 - 6/30/2013
4023-98/99	27	Airport Commission	Regular	\$800,000	\$2,560,000	Bond trustee services include payment of principal and interest to bondholders, maintenance of books of registration for bonds, compliance with all tax laws, provision of notices to bondholders, investment of reserve funds, reporting of investment yields, and assistance on other bond matters and other financial instruments. As the size and complexity of the Airport's capital finance structure grows, trustee-related transactions have become more complex and more frequent, especially due to the issuance of variable rate debt. This modification reflects the additional services anticipated for the next five years	11/9/1991 - 3/31/2017
4041-10/11	27	Airport Commission	Regular	\$415,000	\$640,000	This is a service modification to the Airport's SAFE system that allows communications between SFO's multiple security and credentialing systems. This modification adds required software maintenance and licensing fees to the above software service.	11/1/2010 - 6/30/2014
4098-04/05	27	Airport Commission	Regular	\$0	\$7,200,000	Parking Access Control System (PARCS) at Domestic Garage, IT Garage "A", IT Garage "G", Lot C, Lot D, Garage and Lot DD, and Westfield Garage. A new PARCS system will be designed, manufactured, installed, and maintained to replace the existing parking control system. There have been delays in implementation and acceptance of this system. The 3-year maintenance was part of the original contract however since the system was only recently accepted there have been delays in beginning the maintenance phase of this contract.	7/1/2005 - 12/31/2014



3048-10/11  
Mod #1

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 23, 2012

DEPARTMENT NAME: Economic and Workforce Development DEPARTMENT NUMBER 21

TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING : \_\_\_\_\_)  
 CONTINUING  ANNUAL

TYPE OF REQUEST:  
 INITIAL REQUEST  MODIFICATION (PSC# 3048-10/11 )

TYPE OF SERVICE: Client and job order database program subscription with web interface

FUNDING SOURCE: General Fund and Federal Grant Funds (Workforce Investment Act)

PSC AMOUNT: Original \$49,900 PSC DURATION: Original: 2/7/11-3/1/12  
Mod amt \$135,000 Mod: extend until 6/30/13  
Total request: \$184,900 New term: February 7, 2011 - June 30, 2013

DESCRIPTION OF WORK

A. Concise description of proposed work:

*Purchase of subscription to database program with web interface to administer non-construction First Source Hiring program and facilitate hiring of candidates case managed by the City's network of One-Stop Career Centers. The program will allow case managers to efficiently screen, match, and refer appropriate candidates to job openings using a proprietary skill matching feature. It will facilitate the sharing of open positions to insure workers are placed quickly, allow businesses to more effectively comply with the City's First Source Hiring requirements and allow tracking of compliance of non-construction contractors bound by First Source (Municipal Code Chapter 83).*

B. Explain why this service is necessary and the consequences of denial:

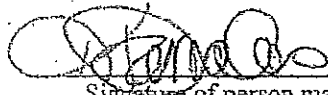
*If there is a lack of coordination and tracking, the participants of the City's workforce system are not receiving the advantage of competing for early-posted open entry level positions. Federal law penalizes states that fail to meet their assigned quotas for moving individuals from welfare to work by imposing monetary sanctions that will be passed on to the counties. The welfare time limits imposed upon families place tremendous pressure on the City to find jobs, provide appropriate training opportunities, and assist economically disadvantaged individuals to find and retain adequate employment. The available of sufficient employment opportunities is essential to the economic and social well-being of the City.*

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

*Companies required to report entry level opening under FS faxed job descriptions for open positions to a single One Stop center which was responsible for matching appropriate workforce clients using paper resumes and client case notes. Very little coordination or sharing of job leads was done across the City's six centers. The City contracted this service last year and launched a pilot to use the service as described above with great success and would like to continue this relationship another year.*

D. Will the contract(s) be renewed: Unknown at this time

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Local 21  4/23/12 - 1st copy  
Union Name Signature of person mailing/faxing form Date  
4/23/12 - revision  
2/9/12 - final revision

Union Name Signature of person mailing/faxing form Date

RFP sent to \_\_\_\_\_, on \_\_\_\_\_  
Union Name Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

# 3048-10/11  
STAFF ANALYSIS/RECOMMENDATION:

Received 2/22/12  
OWK

CIVIL SERVICE COMMISSION ACTION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Extensive experience developing and implementing systems of a similar nature in the California Workforce community. Program must have well developed reporting tools to be able to report on activities at all levels - job development, placement, employer tracking, and potential employee matches. Program must also be able to "spider" through other job boards to pull in postings from other sources (Monster, Career Bulder, etc) to maintain a robust database of opportunities at all times.

B. Which, if any, civil service class normally performs this work?

1053 IS Business Analyst - Senior  
1063 IS Program Analyst - Senior

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The department does not have any employees with the expertise to develop the needed resource. DTIS was approached about performing the work and the department was told there were not resources to develop the tool and that the project was outside the scope of that department's work. This project is highly specialized and would best be performed by an organization that has extensive experience with similar projects as noted in 3 A above.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. Development of a new like service would be temporary in nature. The organization the department would like to contract with already has a tool developed that is being successfully used in several CA counties, including San Francisco. Because the department would be purchasing a subscription to an existing tool, no additional development costs, maintenance, or hosting costs would be incurred.

ADDITIONAL INFORMATION (if "yes," attach explanation)

- |   | Yes                                 | No                                  |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Describe the training and indicate approximate number of hours.   |                                     |                                     |
| • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. |                                     |                                     |
| Contractor will train OEWD staff (2 - 9774; 1 -0922) on any updates and upgrades to the system  |                                     |                                     |
| C. Are there legal mandates requiring the use of contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?                                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Signature of Departmental Personal Services Contract Coordinator

Merrick Pascual  
Print or Type Name

415-701-5511  
Telephone Number

1 South Van Ness Ave, 5<sup>th</sup> Floor  
San Francisco, CA 94103

Address

3048-10/11  
Mod # 2



City and County of San Francisco :: Edwin M. Lee, Mayor  
Economic and Workforce Development :: Todd Ruffo, Director

**MEMORANDUM**

DATE: May 10, 2013  
TO: Leorah Dang, PSC Coordinator  
Department of Human Resources (Dept. 33)  
FROM: Merrick Pascual, Chief Financial Officer *MP*  
Department of Economic and Workforce Development (Dept. 21)  
RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No:	<u>#3048-10/11</u>	Approval Date:	<u><del>3/19/12 (mod 1)</del> 1/24/2011</u> <i>W</i>
Description of Service(s):	Client and job order database program with web interface		
Original Approved Amount:	<u>\$49,900</u>	Original Approved Duration:	<u>2/7/11-3/1/12</u>
Modification Amount:	<u>Mod 1 \$135,000</u>	Modification of Duration:	<u>Extend through 6/30/13</u>
	<u>Mod 2 \$92,400</u>		<u>Extend through 8/30/14</u>
Total Amount as Modified:	<u>\$277,300</u>	Total Duration as Modified:	<u>2/7/11-8/30/14</u>

Reason for the modification:

The product the contractor provides has been effectively integrated into the service delivery model with Workforce system clients and providers. The department reviewed proposals for other similar products in Winter/Spring 2013 and is still confident that this one best meets the needs of all parties; therefore a renewal is being sought.

Attachment: Copy of Approved PSC Summary

.....  
FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION:  Approved

Approval Date: *W* 5/10/2013

By: *fc*  
Micki Callahan, Human Resources Director



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF Dept. Code: SHF

Type of Request:  Initial  Modification of an existing PSC (PSC # 30933 - 13/14)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Shuttle bus service from SF to San Bruno Jail on wknds and holidays

Funding Source: <u>General Fund</u>	
PSC Original Approved Amount: <u>\$65,000</u>	PSC Original Approved Duration: <u>04/01/14 - 03/31/15 (52 weeks)</u>
PSC Mod#1 Amount: <u>\$70,000</u>	PSC Mod#1 Duration: <u>no duration added</u>
PSC Mod#2 Amount: _____	PSC Mod#2 Duration: _____
PSC Cumulative Amount Proposed: <u>\$135,000</u>	PSC Cumulative Duration Proposed: <u>52 weeks</u>

**1. Description of Work**

**A. Scope of Work:**

Operate a shuttle service from Civic Center BART station and Balboa Park BART station to San Bruno Jail. The shuttle service operates on weekends and all major holidays from 7:00am - 2:30pm.

**B. Explain why this service is necessary and the consequence of denial:**

The shuttle service will provide direct transportation to inmate's friends and family to the San Bruno Jail, where a vast majority of current shuttle riders would otherwise have multiple transfers, thus discouraging visitation. Increase visitation promotes improved inmate behavior at San Bruno Jail.

**C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.**

PSC 30933-13/14 was approved by DHR on 3/18/14.

**D. Will the contract(s) be renewed? Exercising contract option to extend 1 year.**

**2. Union Notification:** On 04/23/14, the Department notified the following employee organizations of this PSC/RFP request: Transport Workers Union, L 200;

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30933 - 13/14

Civil Service Commission Action:

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/02/2014

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:

The contractor must be certified by the State of California as a transportation provider. In addition, the bus operator must have a Class B driver license to operate the 15-28 passenger Compressed Natural Gas vehicles. The contractor must affirm that the buses comply with the California Air Resource Board's emissions regulations.

B. Which, if any, civil service class(es) normally perform(s) this work?  
9163,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
Contractor will provide Hybrid or Compressed Natural Gas vehicle with a capacity of 15-28 passengers.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Federal Transit Administration's (FTA) Charter Bus Service Rule, which implements 49 U.S. C. 5323(d), protects private charter operators from unauthorized competition from FTA grant recipients. Under #49 Code of Federal Regulations, Section 604.9(a) states as follows: If a recipient desires to provide a charter service using FTA equipment or facilities, the recipient must first determine if there are any private charter operators willing and able to provide the charter which the recipient desires to provide.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

It would not be practical to adopt a new civil service class to perform charter bus service due to Federal Transit Administration's Charter Bus Service Rule, which implements 49 U.S.C. 5323(d), protects private charter operators from unauthorized competition from Federal Transit Administration grant recipient

**5. Additional Information (if "yes", attach explanation)**

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Exercise 1 year option on current contract with Transmetro.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 04/23/14 BY:

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

Address: 1 Dr. Carlton Goodlett Place San Francisco, CA 94103



**Receipt of Union Notification(s)**  
**◆ Local 200**

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**Gong, Henry (SHF)**

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**From:** dhr-psccordinator@sfgov.org  
**Sent:** Wednesday, April 23, 2014 8:39 AM  
**To:** Gong, Henry (SHF); local200twu@sbcglobal.net; Gong, Henry (SHF); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 30933 - 13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The SHERIFF – SHF has submitted a modification request for a Personal Services Contract (PSC) for \$70,000 for services for the period April 1, 2014 – March 31, 2015. For Regular/Annual/Continual Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/>

Email sent to the following addresses: [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net)

PSC #30933-13/14

Additional Information for 4A

### 3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)  
49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

[http://www.fta.dot.gov/12831\\_6195.html#BM3](http://www.fta.dot.gov/12831_6195.html#BM3)

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 30933-13/14

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF – SHF Dept. Code: SHF

Type of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Shuttle bus service from SF to San Bruno Jail on wknds and holidays

Funding Source: General Fund PSC Duration: 52 weeks  
PSC Amount: \$65,000 PSC Est. Start Date: 04/01/2014 PSC Est. End Date: 03/31/2015

**1. Description of Work**

**A. Scope of Work:**

Operate a shuttle service from Civic Center BART station and Balboa Park BART station to San Bruno Jail. The shuttle service operates on weekends and all major holidays from 7:00am - 2:30pm.

**B. Explain why this service is necessary and the consequence of denial:**

The shuttle service will provide direct transportation to inmate's friends and family to the San Bruno Jail, where a vast majority of current shuttle riders would otherwise have multiple transfers, thus discouraging visitation. Increase visitation promotes improved inmate behavior at San Bruno Jail.

**C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.**

This service is currently performed under PSC 3064-10/11 that was approved by DHR on 3/16/11. PSC 3064-10/11 expired on 3/31/12. Therefore, the Sheriff's Department is requesting a new PSC.

**D. Will the contract(s) be renewed? Exercising contract option to extend 1 year.**

**2. Union Notification:** On 03/11/2014, the Department notified the following employee organizations of this PSC/RFP request: Transport Workers Union, L 200,

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30933 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/18/2014

**3. Description of Required Skills/Expertise**

**A. Specify required skills and/or expertise:**

The contractor must be certified by the State of California as a transportation provider. In addition, the bus operator must have a Class B driver license to operate the 15-28 passenger Compressed Natural Gas vehicles. The contractor must affirm that the buses comply with the California Air Resource Board's emissions regulations.

**B. Which, if any, civil service class(es) normally perform(s) this work?**  
9163,

**C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:**  
Contractor will provide Hybrid or Compressed Natural Gas vehicle with a capacity of 15-28 passengers.

**4. Why Classified Civil Service Cannot Perform**

**A. Explain why civil service classes are not applicable:**

Federal Transit Administration's (FTA) Charter Bus Service Rule, which implements 49 U.S.C. 5323(d), protects private charter operators from unauthorized competition from FTA grant recipients. Under #49 Code of Federal Regulations, Section 604.9(a) states as follows: If a recipient desires to provide a charter service using FTA equipment or facilities, the recipient must first determine if there are any private charter operators willing and able to provide the charter which the recipient desires to provide.

**B. Would it be practical to adopt a new civil service class to perform this work? Explain.**

It would not be practical to adopt a new civil service class to perform charter bus service due to Federal Transit Administration's Charter Bus Service Rule, which implements 49 U.S.C. 5323(d), protects private charter operators from unauthorized competition from Federal Transit Administration grant recipient

**5. Additional Information (if "yes", attach explanation)**

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Exercising contract option to extend 1 year.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 03/11/2014 BY:

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

Address: 1 Dr. Carlton Goodlett Place San Francisco, CA 94103

## Gong, Henry

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**From:** dhr-psccordinator@sfgov.org on behalf of henry.gong@sfgov.org  
**Sent:** Tuesday, March 11, 2014 2:30 PM  
**To:** Gong, Henry (SHF); local200twu@sbcglobal.net; Gong, Henry (SHF); Isen, Richard (TIS); DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notification to Union for New Expedited PSC Request PSC # 30933 - 13/14

RECEIPT for Union Notification for Expedited PSC 30933 - 13/14 less than \$100k

The SHERIFF – SHF has submitted a request for a Personal Services Contract (PSC) 30933 - 13/14 for \$65,000 for Initial Request services for the period 04/01/2014 – 03/31/2015. Questions about the services should be directed to the Department directly.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1630> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

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

**Agreement between the City and County of San Francisco and  
Transmetro, Inc.**

This Agreement is made this **First day of April, 2011**, in the City and County of San Francisco, State of California, by and between: **Transmetro, Inc.**, 3931 Alemany Blvd., Suite 2002-221, San Francisco, CA 94132, hereinafter referred to as "Contractor," and the **City and County of San Francisco**, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Sheriff's Department ("Department") wishes to contract for Shuttle Bus Service to the San Bruno Jail Complex; and,

WHEREAS, a Request for Proposal ("RFP") was issued on January 21, 2011, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Department of Human Resources approved Personal Services Contract number #3064-10/11 on March 16, 2011;

Now, THEREFORE, the parties agree as follows:

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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



2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from April 1, 2011 to March 31, 2014.

In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in monthly payments on or before the fifteenth day of each month for work, as set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred Three Thousand Two Hundred Fifty Dollars (\$103,250)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Sheriff's Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

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

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor,

subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

#### **10. Taxes**

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

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

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

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

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

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

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

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

**13. Responsibility for Equipment. "Responsibility for Equipment" Left Blank by Agreement of the Parties.**

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

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

b. **Payment of Taxes and Other Expenses.**

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

## 15. Insurance

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

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

- 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement

and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

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

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

**18. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**19. Liquidated Damages.** "Liquidated Damages" Left Blank by Agreement of the Parties.

**20. Default; Remedies**

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

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

- |   |                                       |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties.     | 37. Drug-free workplace policy        |
| 10. Taxes   | 53. Compliance with laws              |
| 15. Insurance                                       | 55. Supervision of minors             |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment                                      | 58. Graffiti removal                  |

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

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

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

debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

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

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

## **21. Termination for Convenience**

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

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

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

7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

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

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



## 22. Rights and Duties upon Termination or Expiration

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

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

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

**23. Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

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

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

To City: SAN FRANCISCO SHERIFF'S DEPARTMENT  
#1 Dr. Carlton B. Goodlett Place, Room 456  
San Francisco, CA 94102  
Attn: MAUREEN GANNON  
CHIEF FINANCIAL OFFICER  
[maureen.gannon@sfgov.org](mailto:maureen.gannon@sfgov.org)  
Fax. 415 554-7050

To Contractor: TRANSMETRO, INC.  
3931 Alemany Blvd., Suite #2002-221  
San Francisco, CA 94132  
Attn: MS. MARY OMER  
CHIEF EXECUTIVE OFFICER  
[info@transmetro.org](mailto:info@transmetro.org)

Any notice of default must be sent by registered mail and emailed.

- 26. Ownership of Results.** Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.
- 27. Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.
- 28. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.
- 29. Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the

basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

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

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

**32. Earned Income Credit (EIC) Forms.** Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

**33. Local Business Enterprise Utilization; Liquidated Damages**

**a. The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In

addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**b. Compliance and Enforcement**

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

**34. Nondiscrimination; Penalties**

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

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

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above.

between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

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

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

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

**37. Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

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

**39. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled

persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

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

**41. Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

#### 43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

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

pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

#### **44. Requiring Health Benefits for Covered Employees**

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

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

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

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

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



Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

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

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

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

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

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

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

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

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

#### **45. First Source Hiring Program**

##### **a. Incorporation of Administrative Code Provisions by Reference.**

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

##### **b. First Source Hiring Agreement.**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring

agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

- 1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.
- 2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- 3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- 4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- 5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and

property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

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

**c. Hiring Decisions**

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

**d. Exceptions**

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

**e. Liquidated Damages.**

Contractor agrees:

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

level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

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

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

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

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

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

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

**f. Subcontracts.**

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

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

contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**47. Preservative-treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

**49. Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

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

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

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

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

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

**59. Food Service Waste Reduction Requirements.** Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**60. Slavery Era Disclosure "Slavery Era Disclosure" Shall be Left Blank by Agreement of the Parties.**

**61. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**55. Supervision of Minors.** "Supervision of Minors" Shall be Left Blank by Agreement of the Parties.

**56. Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**57. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**58. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.


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

**CITY**

**CONTRACTOR**

Recommended by:

TRANSMETRO, INC.


  
Michael Hennessey  
SHERIFF  
San Francisco Sheriff's Department

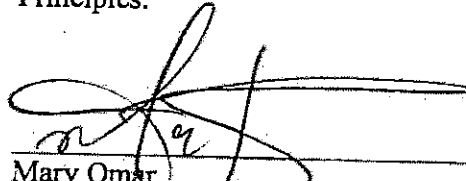
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

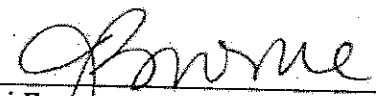
I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the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

Dennis J. Herrera  
City Attorney

By:   
Sallie Gibson  
Deputy City Attorney

  
Mary Omar  
Chief Executive Officer  
3931 Alemany Blvd., Suite #2002-221  
San Francisco, CA 94132

Approved:

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

City vendor number: 82454

**Appendices**

- A: Services to be provided by Contractor
- B: Calculation of Charges



**Appendix A**  
**Services to be provided by Contractor**

**I. Description of Services**

Contractor agrees to perform the following services:

**A. Minimum Contract Requirements**

Transmetro, Inc. will provide shuttle bus service for inmate visitors departing from locations within San Francisco, as described in Section B. Scope of Work, and delivering to the San Bruno Jail Complex.

- a. **Vehicles:** The transportation vehicle will be either hybrid, or alternative fuel-powered, and will have vehicle registration for at least one (1) 2004 or newer model year Compressed Natural Gas (CNG) powered vehicle. The vehicle will have a minimum seating capacity of 17, and will be ADA compliant and wheelchair accessible. In addition, Transmetro certifies that they have the ability to supply a similar vehicle with a 23 seat capacity, if so mutually agreed upon by the parties for future contract amendments. Transmetro certifies that all contract vehicles will comply with the California Air Resource Board's (CARB) emissions regulations. All vehicles will be equipped with first aid equipment, and must have accepted methods of securing a child car seat.

Transmetro will inspect all Contractor vehicles every 45 days or 4500 miles, whichever comes first. All Contractor operators will inspect their vehicles before beginning their shift and complete a pre-trip form, which will be submitted to the Contractor operations coordinator. In the event the primary vehicle is found not suitable for service for a particular shift, Transmetro will provide a replacement vehicle.

All Transmetro vehicles are certified to meet the vehicle standards established by ADA and USDOT. Annual California Highway Patrol (CHP) vehicle and records inspections will be done on all Transmetro vehicles.

- b. **Communication:** Transmetro will provide direct communication capability between Contractor trained customer service representative and/or dispatcher, driver and SFSD staff during all scheduled shuttle service times and days. Transmetro will provide either two-way radios or cell phones to maintain communications. If cell phones are used, Transmetro will provide the capability to communicate without use of hands during transportation, as required by law.
- c. **Drivers:** Transmetro certifies that all drivers provided under contract have a class B license, which they will carry at all times when transporting passengers, and all drivers will successfully complete a physical within the last two years. CPR/First-Aid training and certification are also a requirement for Contractor drivers. Transmetro certifies that Contractor employees are enrolled in a Drug & Alcohol screening program administered by a third party. Accurate drug & alcohol testing, and pre-employment screening, as well as post-accident testing will be required as part of this process. Transmetro will provide centrally located and easily accessible testing facilities for their employees.

RECEIVED  
PURCHASING DEPARTMENT

11 MAR 22 AM 8:30

In the event Transmetro's lead driver is on vacation, sick or caught in an unforeseen circumstance, a Transmetro relief bus driver will be assigned.

- d. **Incident Response and Preparation Plan:** Transmetro's shuttle bus driver will notify the proper authorities of any difficulties that occur during the transportation of visitors. In the case of illness, accidents or security risks (arguments, physical and/or verbal attacks, etc.), the driver will report to the agency of primary jurisdiction to advise and receive instructions. All communications between the driver and a primary jurisdiction will be reported to the SFSD Watch Commander at (650) 266-7501.

In the event of a vehicle breakdown or accident, Transmetro will direct staff to extend phone communication hours, provide information to SFSD and clients, and coordinate additional shuttle operations, if necessary. Transmetro, Inc. will respond to all major incidents and emergencies as indicated above, and as further directed by the Sheriff's staff.

Transmetro, Inc. will prepare and submit an Incident Preparation Plan (IPP) draft to SFSD for review and approval within the first 180 days following completion of the fully executed contract. This document will outline Transmetro's action under a variety of events or situations (e.g., earthquakes, fires, power outages, major traffic closures, transit labor disputes).

## B. Scope of Work

Transmetro Inc., will provide a visitor shuttle bus service from San Francisco Civic Center BART/Muni Station to the San Bruno Jail Complex, with one stop at the Balboa BART station for visitor pickup. This shuttle service will run on Saturdays and Sundays only. Visitors will not be charged for the service.

In the event the City of San Francisco has a special event (such St. Patrick's Day Parade, Gay Pride Parade, etc.) the bus route in the City will be altered. Transmetro will work with Sheriff's Department staff to outline the altered route. Any changes to locations stops, and/or addition of weekday service will be by mutual agreement, and in writing (Contract Amendment).

**Van Shuttle Service Schedule**

Civic Center Bart/Muni Station	Depart/Leave BART/Muni Station						
	7:15 AM	8:45 AM	10:15 AM	Lunch Break 11:45 to 12:15 pm	12:15 PM	1:45 PM	No Departure
Balboa BART	7:35 AM	9:05 AM	10:35 AM		12:35 AM		
San Bruno Jail Complex	Depart/Leave San Bruno						
	8:00 AM	9:30 AM	11:00 AM	Lunch Break 11:45 to 12:15 pm	1:00 PM	2:30 PM Last Shuttle back to City	

**Shuttle Service Operation**

Transmetro, Inc. will commence weekend operation of the Shuttle Bus Service Saturday at 7:15 am at the Civic Center BART/Muni Station. The bus will leave promptly at 7:15 am for a brief pickup stop at the Balboa BART station. The bus will then proceed from Balboa to the San Bruno Jail Complex. The first roundtrip return bus will leave the San Bruno Jail Complex at 8:00 am. Transmetro, Inc. will have a bus leave the Civic Center Station every 90 minutes with the final destination stop at the San Bruno Jail Complex front gate. All inmate visitors will be required by Transmetro staff to exit the bus at the front gate and check in with the front gate Deputy. A small van will be provided by the SFSD to shuttle the visitors to the jail facility front door. At no time will Transmetro Inc. staff allow arriving San Bruno Jail visitors to stay on the arriving bus.

Visitors will re-board the bus for the return trip after their inmate visitation is completed. Only one round trip, per visitor, per day, is allowed. The final shuttle bus service from the San Bruno Jail Complex leaves at 2:30 pm. During the hours of service, riders will be instructed by Transmetro staff to contact the SFSD Watch Commander at (650) 266-7501 with any questions they may have regarding that day's service.

**Last Shuttle of the Day**

If, upon Transmetro's arrival with the last shuttle bus of the day at San Bruno Jail Complex, the bus driver finds more passengers than is possible to accommodate, the driver will make a return trip to collect the remaining visitors and deposit them at their appropriate location stop.

**Holidays**

Transmetro, Inc., will provide shuttle bus service on Thanksgiving, Christmas and New Year's. Holiday rates will apply for Christmas and New Year's whether or not they fall on a Saturday or Sunday.

## **2. Reports**

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

## **3. Department Liaison**

In performing the services provided for in this Agreement, Contractor's liaison with the Sheriff's Department will be Lt. DeVoy (415) 575-4460.

**Appendix B  
Calculation of Charges  
For  
Shuttle Bus Service to San Bruno Jail Complex**

- |    |  |          |
|----|--|----------|
| 1. | Daily Service Rate for a 17 seat capacity Hybrid or CNG powered Vehicle:                           | \$320.00 |
| 2. | Holiday Daily Service Rate on same vehicle:  | \$450.00 |
| 3. | Extra round trip rate for remaining passengers at days end.  | \$40.00  |
| 4. | No Cancellation Fee to be charged for notification of less than 24 hours prior to scheduled start. |          |

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 31218 - 13/14)

Type of Approval: [ ] Expedited [x] Regular ([ ] Omit Posting)

Type of Service: Design and Fabrication of Common Use Self Service Ticketing Units

Funding Source: Airport Operating Funds
PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 03/03/14 - 06/30/16 (2 years 17 w
PSC Mod#1 Amount: \$300,000 PSC Mod#1 Duration: 03/03/14-12/31/16 (26 weeks 2 days)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$400,000 PSC Cumulative Duration Proposed: 2 years 43 weeks

1. Description of Work

A. Scope of Work:

Design and fabrication of prototype Common Use Self Service (CUSS) ticketing units for the San Francisco International Airport (SFO). The CUSS ticketing units will be used in SFO's International Terminal to replace existing units that are at the end of their useful life. Once the prototype design has been approved by SFO, Office of Contract Administration will work with the Airport to purchase approximately 80-100 units for installation in the International Terminal. The professional service portion of this work will be less than \$100,000. See attached document(s).

B. Explain why this service is necessary and the consequence of denial:

Existing units are near the end of their useful life, and will eventually be unable to support the software required to operate. Denial of this service would result in delaying the ticketing process for passengers, which could have a negative impact on passenger satisfaction and a potential loss of revenue.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, PSC 31218-13/14

D. Will the contract(s) be renewed? Yes, if there continues to be a need for services.

2. Union Notification: On 04/29/14, the Department notified the following employee organizations of this PSC/RFP request: Electrical Workers, Local 6; Carpenters, Local 22;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31218 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Design engineering and fabrication of millwork, electrical and software installation skills.

B. Which, if any, civil service class(es) normally perform(s) this work?

7318,7344,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

Yes, the Contractor will provide CUSS units specialized for airline ticketing use.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

No existing civil service classifications design and fabricate the type of high end millwork required for these self-ticketing components.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, as the work is periodic in nature.

5. Additional Information (if "yes", attach explanation)

YES NO

- A. Will the contractor directly supervise City and County employee?  YES  NO
- B. Will the contractor train City and County employee?  YES  NO
- C. Are there legal mandates requiring the use of contractual services?  YES  NO
- D. Are there federal or state grant requirements regarding the use of contractual services?  YES  NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service?  YES  NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Yes, EIR, Inc.  YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 04/29/14 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: PO Box 8097 San Francisco, CA, 94128



**Receipt of Union Notification(s)**

◆ Local 6

◆ Local 22

## Cynthia Avakian

---

**From:** Cynthia Avakian  
**Sent:** Tuesday, April 29, 2014 3:46 PM  
**To:** smcgarry@nccrc.org  
**Subject:** FW: Receipt of a REGULAR Modification Request to PSC # 31218 - 13/14 - MODIFICATIONS

Sean,

I noticed that this email did not go to Local 22 from the PSC Database so I am emailing this notice to you.

Please let me know if you have further questions. Thanks,

Cynthia Avakian  
Contracts Administration Unit  
San Francisco International Airport  
P. O. Box 8097, San Francisco, CA 94128  
E-mail: [cynthia.avakian@flysfso.com](mailto:cynthia.avakian@flysfso.com)  
Phone: (650) 821-2014

-----Original Message-----

**From:** dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of cynthia.avakian@flysfso.com  
**Sent:** Tuesday, April 29, 2014 3:41 PM  
**To:** Cynthia Avakian; khughes@ibew6.org; Cynthia Avakian; DHR-PSCCoordinator; Richard Isen  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 31218 - 13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$300,000 for services for the period March 3, 2014 – December 31, 2016. For Regular/Annual/Continual Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1973>

Email sent to the following addresses: [khughes@ibew6.org](mailto:khughes@ibew6.org)

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

- 1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 31218-13/14

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR Dept. Code: AIR

Type of Request: [X] Initial [ ] Modification of an existing PSC (PSC # )

Type of Approval: [X] Expedited [ ] Regular ( [ ] Omit Posting)

Type of Service: Design and Fabrication of Common Use Self Service Ticketing Units

Funding Source: Airport Operating Funds PSC Duration: 2 years 17 weeks

PSC Amount: \$100,000 PSC Est. Start Date: 03/03/2014 PSC Est. End Date: 06/30/2016

1. Description of Work

A. Scope of Work:

Design and fabrication of prototype Common Use Self Service (CUSS) ticketing units for the San Francisco International Airport (SFO). The CUSS ticketing units will be used in SFO's International Terminal to replace existing units that are at the end of their useful life. Once the prototype design has been approved by SFO, Office of Contract Administration will work with the Airport to purchase approximately 80-100 units for installation in the International Terminal.

B. Explain why this service is necessary and the consequence of denial:

Existing units are near the end of their useful life, and will eventually be unable to support the software required to operate. Denial of this service would result in delaying the ticketing process for passengers, which could have a negative impact on passenger satisfaction and a potential loss of revenue.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This is a new service.

D. Will the contract(s) be renewed? Yes, if there continues to be a need for services.

2. Union Notification: On 01/06/2014, the Department notified the following employee organizations of this PSC/RFP request: Electrical Workers, Local 6, Carpenters, Local 22,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31218 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/22/2014

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:

Design engineering and fabrication of millwork, electrical and software installation skills.

B. Which, if any, civil service class(es) normally perform(s) this work?  
7318,7344,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
Yes, the Contractor will provide CUSS units specialized for airline ticketing use.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

No existing civil service classifications design and fabricate the type of high end millwork required for these self-ticketing components.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, as the work is periodic in nature.

**5. Additional Information (if "yes", attach explanation)**

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/17/2014 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysf.com

Address: PO Box 8097 San Francisco, CA, 94128

## Dang, Leorah

---

**From:** Cynthia Avakian <Cynthia.Avakian@flysfo.com>  
**Sent:** Monday, January 06, 2014 5:08 PM  
**To:** smcgarry@nccrc.org  
**Cc:** DHR-PSCCoordinator, DHR  
**Subject:** FW: Receipt of Notification to Union for New Expedited PSC Request PSC # 31218 - 13/14

Sean,

I noticed that this email did not go to Local 22 from the PSC Database so I am emailing this notice to you.

Please let me know if you have further questions. Thanks,

Cynthia Avakian  
Contracts Administration Unit  
San Francisco International Airport  
P. O. Box 8097, San Francisco, CA 94128  
E-mail: [cynthia.avakian@flysfo.com](mailto:cynthia.avakian@flysfo.com)  
Phone: (650) 821-2014

-----Original Message-----

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of [cynthia.avakian@flysfo.com](mailto:cynthia.avakian@flysfo.com)  
**Sent:** Monday, January 06, 2014 5:02 PM  
**To:** Cynthia Avakian; [khughes@ibew6.org](mailto:khughes@ibew6.org); Lisa Randall; Richard Isen; DHR-PSCCoordinator  
**Subject:** Receipt of Notification to Union for New Expedited PSC Request PSC # 31218 - 13/14

RECEIPT for Union Notification for Expedited PSC 31218 - 13/14 less than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 31218 - 13/14 for \$100,000 for Initial Request services for the period 03/03/2014 – 06/30/2016. Questions about the services should be directed to the Department directly.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/1172> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC DEFENDER Dept. Code: PDR

Type of Request: [ ] Initial [X] Modification of an existing PSC (PSC # 4115 11/12)

Type of Approval: [ ] Expedited [X] Regular ([ ] Omit Posting)

Type of Service: Contract for Case Management Services

Funding Source: Federal Grant

Table with 2 columns: Amount and Duration. Rows include PSC Original Approved Amount (\$72,166), PSC Mod#1-4 amounts (\$36,000, \$36,166, \$65,000), and PSC Cumulative Amount Proposed (\$209,332).

1. Description of Work

A. Scope of Work:

Center on Juvenile and Criminal Justice (CJCJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities.

B. Explain why this service is necessary and the consequence of denial:

If the City/County denies this contract, the Office of the Public Defender will be out of compliance with our LEAP federal grant requirements to provide the necessary supports and case management supervision for our clients who are in risk and are on probation.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, prior PSC 4115-11/12

D. Will the contract(s) be renewed? Yes, if the grant receive additional funding.

2. Union Notification: On 03/21/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4115 11/12

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:

The youth advocate develops individualized case service plans for the youth to provide consistent and close supervision of the youth in compliance with education plans and probation conditions.

B. Which, if any, civil service class(es) normally perform(s) this work?  
2910,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

This is a program funded by the federal pass-thru Block II grant which encourages collaboration with juvenile justice community based organization partners. (Board Resolution No. 24-12)

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. This is a twelve month program with possibility of continued funding for an additional two years.

**5. Additional Information (if "yes", attach explanation)**

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services? Board Resolution 287-13	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service? Board Resolution 287-13	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Center on Juvenile & Criminal Justice	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 03/21/14 BY:

Name: Angela Auyong Phone: 553-1677 Email: angela.auyong@sfgov.org

Address: 555 Seventh Street San Francisco, CA



**Receipt of Union Notification(s)**  
**◆ Local 1021**



**Receipt of a REGULAR Modification Request to PSC # 4115-11/12 -  
MODIFICATIONS**

angela.auyong, david.canham, joe.tanner,  
angela.auyong to: Larry.Bradshaw, angela.auyong,  
dhr-psccordinator, richard.isen  
Sent by: dhr-psccordinator@sfgov.org

03/21/2014 04:54 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC DEFENDER -- PDR has submitted a modification request for a  
Personal  
Services Contract (PSC) for \$65,000 for services for the period April 1, 2014  
- March 31, 2015. For Regular/Annual/Continual Modification requests,  
there  
is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1731>  
Email sent to the following addresses: Larry.Bradshaw@seiu1021.org  
joe.tanner@seiu1021.net david.canham@seiu1021.org

## **Additional Attachment(s) of Explanation**

### **◇ Section 1. Description of Work**

#### **1A: Scope of Work**

Center on Juvenile and Criminal Justice (CJCJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities. CJCJ will provide an intensive case management approach to promote each youth's school and community adjustment by ensuring access to appropriate educational supports. The youth advocate will work as a team with the Public Defender education attorney. The LEAP attorney is the team leader and the education youth advocate works under the daily supervision of the LEAP attorney. The youth advocate is an agent of the attorney and protected by the attorney – client privilege. While the education attorney advocates for the legal educational rights of the youth, the youth advocate ensures that an individualized service plan is developed for the youth to provide consistent and close supervision of the youth in compliance with education plans. The youth advocate will be based in the community and will work daily in the schools, interacting with school teachers, administrators, and support staff. The youth advocate will also assist the LEAP attorney in advocating for educational system's reform by conducting education workshops for parents and guardians who are the education rights holders of youth, testifying before school board hearings and meetings, and interfacing with community based agencies to improve policies and procedures that impact school success for Public Defender juvenile clients.

The LEAP youth advocate's sole goal and responsibility is to improve youth's educational performance as measured by increased attendance, improved behavior, improved grades, and ultimately matriculation through appropriate grade level and graduation.

**Additional Attachment(s)**

◇ **Section 4. Why Classified Civil Service Cannot Perform**

**4A. Explain why civil service classes are not applicable**

- ◆ **Federal Pass-Thru Block II Grant  
Ordinance No. 24-12**

1 [Accept and Expend Grant - Public Defender - Legal Education Advocacy Program and  
2 Amendment to the Annual Salary Ordinance, FY2011-2012 - \$231,147]

3 Ordinance authorizing the San Francisco Public Defender's Office to retroactively  
4 accept and expend a grant in the amount of \$231,147 from the Correction Standards  
5 Authority for the purpose of establishing a Legal Educational Advocacy Program; and  
6 amending Ordinance No. 146-11 (Annual Salary Ordinance, FY2011-2012) to reflect the  
7 addition of one Class 8177 Trial Attorney grant-funded position (0.50 FTE) at the San  
8 Francisco Public Defender's Office.

9 NOTE: Additions are single-underline italics Times New Roman;  
10 deletions are ~~strike-through italics Times New Roman~~.  
11 Board amendment additions are double-underlined;  
12 Board amendment deletions are ~~strikethrough-normal~~.

13 Be it ordained by the People of the City and County of San Francisco:

14 Section 1. Findings

15 (a) The San Francisco Public Defender's Office applied to the Correction Standards  
16 Authority for a Federal Block II Grant to establish a Legal Educational Advocacy Program, and  
17 CSA awarded PDR \$231,147 on November 10, 2011.

18 (b) The purpose of the grant award is to support the creation and implementation of  
19 LEAP to address the long standing histories of truancy, absenteeism, and failing school  
20 placements which are pervasive among court-involved youth.

21 (c) LEAP will provide for juvenile client's educational needs by building a team of  
22 professionals and partnerships with juvenile justice stakeholders dedicated to planning for  
23 client's educational success. The mission of LEAP will be to reduce juvenile offending,  
24 reduce racial disparities, and bring needed systems reform in the juvenile justice system.  
25

1 (d) The award period for the grant funds is from January 1, 2012 – December 31,  
2 2012;

3 Section 2. Authorization to Accept and Expend Grant Funds.

4 (a) The Board of Supervisors hereby authorizes the San Francisco Public  
5 Defender's Office to accept and expend \$231,147 in grant funds from the Federal Title II  
6 Block Grant administered by Correction Standards Authority; for the purpose of creating and  
7 implementing the San Francisco Public Defender's Legal Educational Advocacy Program.

8 (b) In addition, in accordance with the Public Defender's proposal to maximize use  
9 of available grant funding on direct services by not including indirect costs in the grant budget,  
10 the Board of Supervisors hereby waives inclusion of indirect costs in the grant budget.

11 Section 3. Grant Funded Position; Amendment to FY 2011-2012 Salary Ordinance.

12 The hereinafter designated section of Ordinance No. 146 -11 (Annual Salary Ordinance, FY  
13 2011 – 2012) is hereby amended to add one (.50 FTE) position to the Office of the Public  
14 Defender, as follows:

15 Department: PDR

16 Program: AKI

17 Subfund: 2SPPFGNC

18 Index Code: 055175

19 Amendment	# of Positions	Class and Item No.	Compensation Schedule
20 <u>Add</u>	<u>0.50</u>	<u>8177 Trial Attorney</u>	<u>\$3,789 - \$6,638</u>

22 APPROVED AS TO FORM:

24 By:

23   
Sallie Gibson  
Deputy City Attorney

22 APPROVED AS TO CLASSIFICATION  
DEPARTMENT OF HUMAN RESOURCES

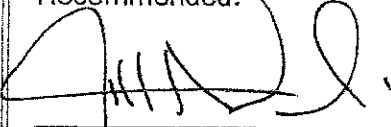
24 By:

23   
Micki Callahan, Director  
Department of Human Resources

25 Supervisor David Campos  
BOARD OF SUPERVISORS

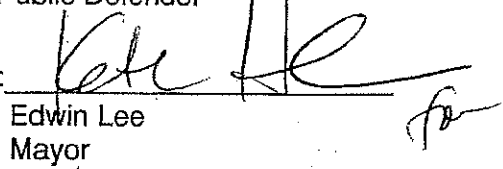
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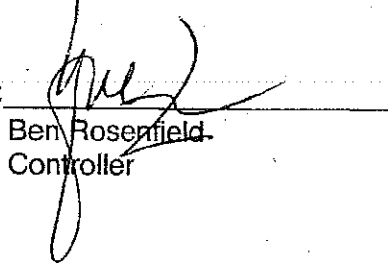


Jeff Adachi, Public Defender

APPROVED:

  
Edwin Lee  
Mayor

APPROVED:

  
Ben Rosenfield  
Controller



City and County of San Francisco

Tails  
Ordinance

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 120019

Date Passed: February 07, 2012

Ordinance authorizing the San Francisco Public Defender's Office to retroactively accept and expend a grant in the amount of \$231,147 from the Correction Standards Authority for the purpose of establishing a Legal Educational Advocacy Program; and amending Ordinance No. 146-11 (Annual Salary Ordinance, FY2011-2012) to reflect the addition of one Class 8177 Trial Attorney grant-funded position (0.50 FTE) at the San Francisco Public Defender's Office.

January 25, 2012 Budget and Finance Committee - RECOMMENDED

January 31, 2012 Board of Supervisors - PASSED, ON FIRST READING

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Olague and Wiener

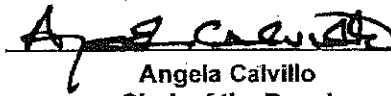
February 07, 2012 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Avalos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Olague and Wiener

Excused: 1 - Campos

File No. 120019

I hereby certify that the foregoing  
Ordinance was FINALLY PASSED on  
2/7/2012 by the Board of Supervisors of the  
City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
Mayor

  
Date Approved



**Additional Attachment(s)**

◇ **Section 4. Why Classified Civil Service Cannot Perform**

**5D. Are there federal or state grant requirements regarding the use of contractual services?**

- **Board Resolution #287-13**

**5F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?**

- **Board Resolution #287-13**

1 [Accept and Expend Grant - Legal Educational Advocacy Program - \$229,803]

2  
3 **Resolution authorizing the Public Defender's Office to retroactively accept and expend**  
4 **a grant in the amount of \$229,803 from the Board of State and Community Corrections**  
5 **for the purposes of implementing a Legal Educational Advocacy Program at the Public**  
6 **Defender's Office for the period of January 1, 2013, through December 31, 2013.**

7  
8 WHEREAS, The San Francisco Public Defender's Office desires to receive and utilize  
9 grant funds available through the Legal Educational Advocacy Program (LEAP) administered  
10 by the Board of State and Community Corrections (hereafter referred to as BSCC); and

11 WHEREAS, The grant does not require an ASO amendment; and

12 WHEREAS, The Department proposes to maximize use of available grant funds on  
13 program expenditures by not including indirect costs in the grant budget; now, therefore, be it

14 RESOLVED, That the Public Defender of the City and County of San Francisco is  
15 authorized on behalf of the City and County of San Francisco Board of Supervisors to submit  
16 the LEAP application to BSCC and is authorized to sign the Grant Agreement with BSCC;  
17 including any amendments thereof; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
19 indirect costs in the grant budget; and, be it

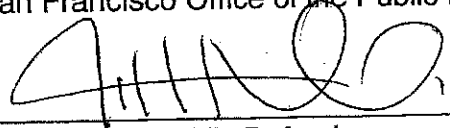
20 FURTHER RESOLVED, That the City and County of San Francisco agrees to provide  
21 all matching funds as required for said project (including any amendment thereof), and abide  
22 by the statues and regulations governing the LEAP Program as well as the terms and  
23 conditions of the Grant Agreement as set forth by the BSCC; and, be it

24 FURTHER RESOLVED, That grant funds received hereunder shall not be used to  
25 supplant expenditures controlled by this body.

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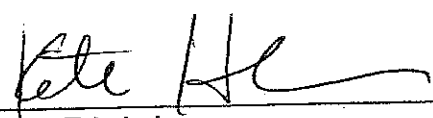
RECOMMENDED:

San Francisco Office of the Public Defender



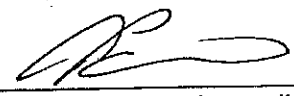
Jeff Adachi, Public Defender  
City and County of San Francisco

APPROVED:



Mayor Edwin Lee

APPROVED:



For Ben Rosenfield, Controller



**City and County of San Francisco**

**Tails  
Resolution**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 130496

**Date Passed:** July 30, 2013

Resolution authorizing the Public Defender's Office to retroactively accept and expend a grant in the amount of \$229,803 from the Board of State and Community Corrections for the purposes of implementing a Legal Educational Advocacy Program at the Public Defender's Office for the period of January 1, 2013, through December 31, 2013.

July 24, 2013 Budget and Finance Committee - RECOMMENDED

July 30, 2013 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 130496

I hereby certify that the foregoing Resolution was ADOPTED on 7/30/2013 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo  
Clerk of the Board

  
Mayor

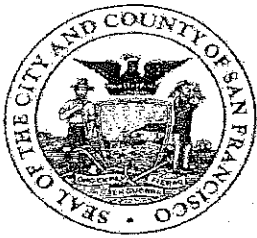
8/7/2013  
Date Approved

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

- 1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4115-11/12



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

4115-11/12  
Mod #2

August 21, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4012-13/14 THROUGH 4016-13/14; 4115-11/12 AND 4123-05/06.**

At its meeting of August 19, 2013 the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report and approved the request for proposed personal services contracts. Notify the Office of the Controller and the Office of Contract Administration.

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

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

  
JENNIFER JOHNSTON  
Executive Officer

Attachment

Cc: Cynthia Avakian, San Francisco International Airport  
Angela Auyong, Public Defender  
Parveen Boparai, Municipal Transportation Agency  
Micki Callahan, Department of Human Resources  
Leorah Dang, Department of Human Resources  
William Lee, Department of Emergency Management  
Brent Lewis, Department of Human Resources  
Joan Lubamersky, General Services Agency  
Commission File  
Chron

POSTING FOR  
08/19/2013

PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date	End Date
4115-11/12	05	Public Defender	Regular	\$36,166	\$144,332	Center on Juvenile and Criminal Justice (CJCJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities. CJCJ will provide an intensive case management approach to promote each youth's school and community adjustment by ensuring access to appropriate educational supports. The youth advocate will work as a team with the Public Defender education attorney. The Legal Education Advocacy Program (LEAP) attorney is the team leader and the education youth advocate works under the daily supervision of the LEAP attorney. The youth advocate is an agent of the attorney and protected by the attorney - client privilege. While the education attorney advocates for the legal educational rights of the youth, the youth advocate ensures that an individualized service plan is developed for the youth to provide consistent and close supervision of the youth in compliance with education plans. The youth advocate will be based in the community and will work daily in the schools, interacting with school teachers, administrators, and support staff. The youth advocate will also assist the LEAP attorney in advocating for educational system's reform by conducting education workshops for parents and guardians who are the education rights holders of youth, testifying before school board hearings and meetings, and interfacing with community based agencies to improve policies and procedures that impact school success for Public Defender juvenile clients.	1/1/2012	3/31/2014
4122-05/06	33	Human Resources	Regular	\$575,000	\$1,149,500	The LEAP youth advocate's sole goal and responsibility is to improve youth's educational performance as measured by increased attendance, improved behavior, improved grades, and ultimately matriculation through appropriate grade level and graduation.  The Department of Human Resources (DHR) must provide City unemployment insurance claims administration services, including unemployment claims processing, claims appeals, representation at unemployment insurance appeals hearings, regular audits of billing statements, records maintenance, reports and training.	7/1/2006	6/30/2021

Sum of Modified Amounts:

\$611,166

PERSONAL SERVICES CONTRACT SUMMARY

DATE: July 24, 2013

DEPARTMENT NAME: Public Defender

DEPARTMENT NUMBER 05

TYPE OF APPROVAL: EXPEDITED

X REGULAR (OMIT POSTING)

[ ] CONTINUING

[ ] ANNUAL

TYPE OF REQUEST:

INITIAL REQUEST X MODIFICATION (PSC#4115-11/12)

TYPE OF SERVICE: Contract for Case Management Services

FUNDING SOURCE: 2SPFPGNC

Original PSC AMOUNT: \$ 72,166

Original PSC DURATION : January 1, 2012 – December 31, 2012

Modification One AMOUNT: \$36,000

Modification One DURATION: January 1, 2013-June 30, 2013

Modification Two AMOUNT: \$36,166

Modification Two DURATION: July 1, 2013 – March 31, 2014

Total AMOUNT: \$144,332

Total DURATION: January 1, 2012-March 31, 2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Center on Juvenile and Criminal Justice (CJ CJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities. CJ CJ will provide an intensive case management approach to promote each youth's school and community adjustment by ensuring access to appropriate educational supports. The youth advocate will work as a team with the Public Defender education attorney. The Legal Education Advocacy Program (LEAP) attorney is the team leader and the education youth advocate works under the daily supervision of the LEAP attorney. The youth advocate is an agent of the attorney and protected by the attorney – client privilege. While the education attorney advocates for the legal educational rights of the youth, the youth advocate ensures that an individualized service plan is developed for the youth to provide consistent and close supervision of the youth in compliance with education plans. The youth advocate will be based in the community and will work daily in the schools, interacting with school teachers, administrators, and support staff. The youth advocate will also assist the LEAP attorney in advocating for educational system's reform by conducting education workshops for parents and guardians who are the education rights holders of youth, testifying before school board hearings and meetings, and interfacing with community based agencies to improve policies and procedures that impact school success for Public Defender juvenile clients.

The LEAP youth advocate's sole goal and responsibility is to improve youth's educational performance as measured by increased attendance, improved behavior, improved grades, and ultimately matriculation through appropriate grade level and graduation.

B. Explain why this service is necessary and the consequences of denial:

If the City/County denies this contract, the Office of the Public Defender will be out of compliance with our LEAP federal grant requirements to provide the necessary supports and case management supervision for our clients who are in risk and are on probation. LEAP is in the second year of funding and year 3 funding will be continued only if LEAP is providing the stated services of youth advocacy case management services provided by CJ CJ. Moreover, the lack of educational advocacy case management services for our high risk clients can result with youth in prolonged detention, removal of the youth from the home, and higher rates of recidivism.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This service was previously approved by CSC on April 16, 2012. The PSC number is 4115-11/12..

D. Will the contract(s) be renewed:

Yes, if the grant receive additional funding for 3rd years.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Local 1021

Union Name

Signature of person mailing / faxing form

Date

RFP sent to

, on

Union Name

Date

Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The youth advocate develops individualized case service plans for the youth to provide consistent and close supervision of the youth in compliance with education plans and probation conditions.

B. Which, if any, civil service class normally performs this work?  
None.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

This is a program funded by the federal pass-thru Block II grant which encourages collaboration with juvenile justice community based organization partners.

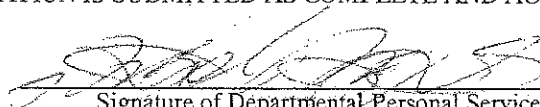
B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. This is a twelve month program with possibility of continued funding for an additional one year.

5. ADDITIONAL INFORMATION (if "yes", attach explanation)

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	<input type="checkbox"/>	X
B. Will the contractor train City and County employees? - Describe training and indicate approximate number of hours. - Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.	<input type="checkbox"/>	X
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	X
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	X
E. Has a board or commission determined that contracting is the most effective way to provide this service?	X	File # 130496
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	<input type="checkbox"/>	X

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

  
 \_\_\_\_\_  
 Signature of Departmental Personal Services Contract Coordinator  
 Angela Auyong (415) 553-1677  
 \_\_\_\_\_  
 Print or Type Name Telephone Number

555 7<sup>th</sup> Street  
 \_\_\_\_\_  
 San Francisco, CA 94103  
 \_\_\_\_\_  
 Address

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4099-09/10)

Type of Approval: [ ] Expedited [x] Regular ([ ] Omit Posting)

Type of Service: Design & Integration Svcs for Baggage Handling Sys (BHS) & Passenger Loading Bridge Improv

Funding Source: Airport Capital Funds

Table with 2 columns: PSC Original Approved Amount/Duration and PSC Mod# Amount/Duration. Includes cumulative totals for amount and duration.

1. Description of Work

A. Scope of Work:

The scope of services will add work for: 1) Airport Wide As-Needed baggage handling Services (BHS) Improvements for design & construction mgmt. svcs. required for essential improvements to existing Airport BHS equipment that is obsolete or beyond its useful life; 2) International Terminal & Terminal 3, Boarding Area F Checked Baggage Inspection System (CBIS) Modernization Prog. for design & construction mgmt. svcs. required for the Trans. Security Admin. (TSA)'s CBIS modernization prog. to replace security screening & associated BHS equipment that is obsolete or beyond its useful life; & 3) Airport Wide Safety & Optimization Proj. for design-build svcs. required for safety & maintenance access improvements for the TSA's in-line explosives detection screening (EDS) & associated BHS equipment.

See attached document(s).

B. Explain why this service is necessary and the consequence of denial:

Terminal 3, Boarding Area E will be vacated by American Airlines in early 2011 when American Airlines moves to Terminal 2. The BHS has insufficient capacity & reliability for the three new airlines that will occupy the facility. The International Terminal BHS includes the first in-line EDS system in the USA, & the programmable logic controls (PLC) & other systems are beyond their useful life, & must be replaced to maintain operations. (see attachment)

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, PSC 4099-09/10

D. Will the contract(s) be renewed? No.

2. Union Notification: On 04/29/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4099-09/10

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:

BHS design & integration is unique to this specialized industry. Design requires a combination of specialized expertise in baggage handling conveyor systems, programmable logic controls, electronics, motor controls, & TSA explosives detection systems. Passenger Boarding Bridge design & integration requires special expertise in pre-conditioned air systems, 400hertz power systems, aircraft parking, fuel hydrant systems, & portable water systems that are unique to passenger boarding bridges

B. Which, if any, civil service class(es) normally perform(s) this work?  
5504,5508,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

There are currently no civil service classes which have the technical expertise in the design, programming, & integration of these specialized Airport operating systems.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, because once the BHS & passenger boarding bridges are designed & integrated the design services is no longer required.

**5. Additional Information (if "yes", attach explanation)**

**YES NO**

- A. Will the contractor directly supervise City and County employee?  YES  NO
- B. Will the contractor train City and County employee?  YES  NO
- C. Are there legal mandates requiring the use of contractual services?  YES  NO
- D. Are there federal or state grant requirements regarding the use of contractual services?  YES  NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service?  YES  NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Yes, Vanderlande Industries has the contract.  YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 04/29/14 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfso.com

Address: P.O. Box 8097 San Francisco, CA

**Receipt of Union Notification(s)**  
**◆ Local 21**

## Dang, Leorah (HRD)

---

**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Tuesday, April 29, 2014 4:23 PM  
**To:** cynthia.avakian@flysfo.com; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Theresa.Lopez@flysfo.com; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 4099-09/10 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$4,000,000 for services for the period July 1, 2015 – June 30, 2017. For Regular/Annual/Continual Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1373>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org)

## Additional Attachment(s) of Explanation

### ◇ Section 1. Description of Work

#### 1B. Explain why this service is necessary and the consequences of denial

Terminal 3, Boarding Area E will be vacated by American Airlines in early 2011 when American Airlines moves to Terminal 2. The BHS has insufficient capacity & reliability for the three new airlines that will occupy the facility. The International Terminal BHS includes the first in-line EDS system in the USA, & the programmable logic controls(PLC) & other systems are beyond their useful life, & must be replaced to maintain operations. The Boarding Area B & E passenger boarding bridges(PBBs)'s were originally designed for aircraft that are now obsolete, equipment is beyond its useful life, & parts are unavailable. PBB's must be reconfigured in some cases to support airline relocations.

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**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4099-09/10



Mod #1



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

E. DENNIS NORMANDY  
PRESIDENT

June 10, 2011

DONALD A. CASPER  
VICE PRESIDENT

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

MORGAN R. GORRONO  
COMMISSIONER

**SUBJECT: APPEAL BY IFPTE LOCAL 21 OF PSC #4099-09/10 FROM THE AIRPORT COMMISSION.**

MARY Y. JUNG  
COMMISSIONER

At its meeting of June 6, 2011 the Civil Service Commission had for its consideration the above matter.

LISA SEITZ GRUWELL  
COMMISSIONER

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

ANITA SANCHEZ  
EXECUTIVE OFFICER

It was the decision of the Commission to adopt the report; approve request for proposed personal services contract. Notify the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

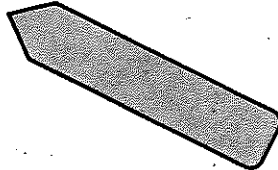
### Attachment

- c: Cynthia Avakian, Airport Commission
- Joe Brenner, IFPTE Local 21, 1182 Market Street, Room 425, S.F., CA 94102
- Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Naomi Kelly, Office of Contract Administration
- Ben Rosenfield, Controller
- Maria Ryan, Department of Human Resources
- Larry Wong, IFPTE Local 21, 1182 Market Street, Room 425, S.F., CA 94102
- Commission File
- Chron

POSTING FOR  
6/6/2011

PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

FSC No	Dept No	Dept Description	Approval Type	Amount	Modified Cumulative Total	Description of Work	Start Date - End Date
4066-08/09	25	Mayor	Regular	\$200,000	\$424,500	The consultant will continue to assist OBWD with design and implementation of a web based secure software tool to support client tracking and performance management for Workforce Investment Act (WIA), CityBuild, and other OBWD workforce programs. The system developed and utilized so far has proven to be material in allowing OBWD to track and report to the California Employment Development Department (EDD), through required file export and upload, activities and outcomes as required for WIA and other special demonstration grants. EDD recently awarded a contract to a new vendor to develop a replacement file upload system to comply with the new State system. Additionally we anticipate additional reporting and some system development will be required by the department resulting from OBWD's grantee portfolio shifting and anticipated new funding streams. OBWD will need to be prepared to adjust tracking and reporting to ensure that WIA funding is properly accounted for, monitored, and ultimately not jeopardized.	1/1/2009 - 12/31/2013
4099-09/10	27	Airport Commission	Regular	\$6,700,000	\$9,200,000	Subsequent to our initial request, we determined that essential Airport wide BHS improvements were required to support operations (excluding Terminal 2); and we received federal grants to: 1) modernize the TSA's CBIS and associated BHS at the International Terminal and Terminal 3, Boarding Area E; and 2) provide baggage safety screening and optimization to existing systems in order to improve TSA maintenance activities. All of this requires additional BHS design, construction management, and construction activities. Terminal 3, Boarding Area E will be vacated by American Airlines in early 2011 when American Airlines moves to Terminal 2. The BHS has insufficient capacity and reliability for the three new airlines that will occupy the facility. The International Terminal BHS includes the first in-line EDS system in the USA, and the PLC and other systems are beyond their useful life, and must be replaced to maintain operations. The Boarding Area E and B PBB's were originally designed for aircraft that are now obsolete, equipment is beyond its useful life, and parts are unavailable. PBB's must be reconfigured in some cases to support airline relocations.	5/3/2010 - 6/30/2015
3154-07/08	64	Children & Families Commission	Regular	\$16,400	\$65,600	The audit will provide opinions as to whether the Commission's basic financial statements are fairly presented, in all material respects, in conformity with the accounting principles generally accepted in the United States of America (GAAP), and certain laws and regulations under the Children and Families Program, issued by the State Controller's Office. The audit will include testing of accounting records of the Commission and an evaluation of the Commission's compliance with the following requirements: contracting and procurement, administrative costs, conflicts of interest, County ordinance, long-range financial plans, financial conditions of the Commission, program evaluation, salaries and benefits policies. The auditor will also prepare the fiscal portion of the annual report.	7/1/2008 - 11/1/2013



Mod #1

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: April 8, 2011

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

TYPE OF APPROVAL: [ ] EXPEDITED [X] REGULAR (OMIT POSTING [ ]) [ ] CONTINUING [ ] ANNUAL

TYPE OF REQUEST: [ ] INITIAL REQUEST [X] MODIFICATION [PSC # 4099-09/10]

TYPE OF SERVICE: Design & Integration Services for Baggage Handling System and Passenger Loading Bridge Improvements

FUNDING SOURCE: Airport Capital and Federal Transportation Security Administration Funds

Original PSC Amount: \$2,500,000 Original PSC Duration: 5/3/2010 - 5/31/2013
Proposed Modification: \$6,700,000 Modification PSC Duration: 6/20/2011 - 6/30/2015
TOTAL PSC AMOUNT: \$9,200,000 TOTAL PSC DURATION: 5/3/2010 - 6/30/2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Boarding Area E Baggage Handling System: Design and integrate baggage handling systems (BHS) and in-line explosives detection screening (EDS) systems at Terminal 3, Boarding Area E, International Terminal Building and other Airport BHS locations: (i) 100% complete biddable construction documents, (ii) full-service construction administration, (iii) quality control for BHS additions and modifications, (iv) 100% design and integration of programmable logic controls (PLC), (v) Pre-construction simulations, and (vi) acceptance testing and integration with servers, switches, motor controls, and TSA screening equipment for a complete operating system.

Boarding Area E Passenger Boarding Bridges: Provide design and integration services required for the passenger boarding bridges (PBBs) at Boarding Area B, Boarding Area E and other Airport locations: (i) 100% complete biddable construction documents, (ii) full-service construction administration, (iii) quality control services for complete PBB replacements, relocations and/or modifications, (iv) PBB integration with aircraft parking, fuel hydrant system, preconditioned air and ground power, (v) acceptance testing with aircraft for a complete operating system.

Airport Wide As-Needed BHS Improvements: Design and construction management services required for essential improvements to existing Airport BHS equipment that is obsolete or beyond its useful life: (i) 70% complete bridging documents for a separate Design-build RFP, (ii) full service construction management including special inspections.

International Terminal and Terminal 3, Boarding Area F - Checked Baggage Inspection System (CBIS) Modernization Program: Design and construction management services required for the TSA's CBIS modernization program to replace security screening and associated BHS equipment that is obsolete or beyond its useful life: (i) 70% complete bridging documents for a separate Design-build RFP, (ii) full service construction management including special inspections.

Airport Wide Safety and Optimization Project: Design-build services required for safety and maintenance access improvements for the TSA's in-line EDS and associated BHS equipment: (i) 100% complete construction documents, (ii) fabrication and installation of safety, maintenance access and BHS equipment.

**B. Explain why this service is necessary and the consequences of denial:**

Subsequent to our initial request, we determined that essential Airport wide BHS improvements were required to support operations (excluding Terminal 2); and we received federal grants to: 1) modernize the TSA's CBIS and associated BHS at the International Terminal and Terminal 3, Boarding Area F; and 2) provide baggage safety screening and optimization to existing systems in order to improve TSA maintenance activities. All of this requires additional BHS design, construction management, and construction activities. Terminal 3, Boarding Area E will be vacated by American Airlines in early 2011 when American Airlines moves to Terminal 2. The BHS has insufficient capacity and reliability for the three new airlines that will occupy the facility. The International Terminal BHS includes the first in-line EDS system in the USA, and the PLC and other systems are beyond their useful life, and must be replaced to maintain operations. The Boarding Area B and E PBB's were originally designed for aircraft that are now obsolete, equipment is beyond its useful life, and parts are unavailable. PBB's must be reconfigured in some cases to support airline relocations.

**C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):**

The services have been previously provided through a contract, most recently under PSC # 4099-09/10. The baggage handling systems have been performed under design-build contracts; the passenger boarding bridge design was previously provided during the master plan by an outside consultant under a professional service agreement.

**D. Will the contract(s) be renewed?** Yes, if there continues to be a need for such services at the Airport.

**2. UNION NOTIFICATION:** Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedure):

IFPTE Local 21	<i>Christina P. Chalk</i>	April 4, 2011
-----	-----	-----
Union Name	Signature of person mailing/faxing form	Date
RFP sent to: IFPTE Local 21	on February 5, 2010	<i>Christina P. Chalk</i>
-----	-----	-----
Union Name	Date	Signature

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC # 4099-09/10  
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION: *Approved 4/6/11*

**3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE**

**A. Specify required skills and/or expertise:**

Baggage Handling Systems design and integration is unique to this specialized industry. Design requires a combination of specialized expertise in baggage handling conveyor systems, programmable logic controls, electronics, motor controls, and TSA explosives detection systems. Passenger Boarding Bridge design and integration requires special expertise in pre-conditioned air systems, 400 hertz power systems, aircraft parking, fuel hydrant systems, and potable water systems that are unique to passenger boarding bridges.

**B. Which, if any, civil service class normally performs this work?**

There are no current civil service classes that can design baggage handling systems or passenger boarding bridges. However, civil service classes participate in Airport baggage handling system and passenger boarding bridge projects in capacities such as building electrical power and infrastructure design. A project manager II and IV (5504 and 5508 class) will be managing this project.

**C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:**

No

**4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM**

**A. Explain why civil service classes are not applicable:**

There are currently no civil service classes which have the technical expertise in the design, programming, and integration of these specialized Airport operating systems.

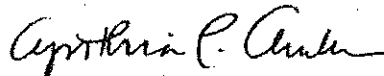
**B. Would it be practical to adopt a new civil service class to perform this work? Explain.**

No, because once the baggage handling system and passenger boarding bridges are designed and integrated the design service is no longer required.

**5. ADDITIONAL INFORMATION (if "yes," attach explanation)**

- |   | <u>Yes</u>                          | <u>No</u>                           |
|---|-------------------------------------|-------------------------------------|
| <b>A. Will the contractor directly supervise City and County employees?</b>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>B. Will the contractor train City and County employees?</b>  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Describe the training and indicate approximate number of hours.</li> <li>• Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained.</li> </ul> |                                     |                                     |
| <b>C. Are there legal mandates requiring the use of contractual services?</b>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>D. Are there federal or state grant requirements regarding the use of contractual services?</b>  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>E. Has a board or commission determined that contracting is the most effective way to provide this service? Attached is Airport Commission Resolution #10-0021</b>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? Yes</b>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:**



Signature of Departmental Personal Services Contract Coordinator

**Cynthia P. Avakian**

**(650) 821-2014**

Print or Type Name

Telephone Number

Airport Commission, Contracts Administration Unit  
P.O. Box 8097, San Francisco, CA 94128

Address

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 10-0021

AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR CONTRACT 8974.1, BOARDING AREA E BAGGAGE HANDLING SYSTEM AND PASSENGER BOARDING BRIDGE IMPROVEMENTS DESIGN AND INTEGRATION

- WHEREAS, following the completion of the Terminal 2 (T2) Renovations Program, and the relocation of American Airlines from Boarding Area E (BAE) into T2, the Airport will take the opportunity to remodel BAE prior to relocating Continental and US Air into that facility; and
- WHEREAS, the scope of work for remodeling BAE includes significant improvements to the baggage handling system (BHS) and passenger boarding bridges (PBB), as well as making various other infrastructure and architectural improvements; and
- WHEREAS, the proposed RFP for Contract 8974.1 will seek professionals to provide the necessary design and integration services for BHS and PBB improvements at BAE; and
- WHEREAS, the estimated value for these professional services is \$1,000,000; and
- WHEREAS, the construction work for the BHS and PBB will be competitively bid based on the bid documents prepared by the successful firm; and
- WHEREAS, through the RFP process, the Airport will establish minimum qualifications in terms of firm and key personnel experience and expertise; and
- WHEREAS, the Airport will convene a three-member selection panel to review the proposals of firms meeting the minimum qualifications, interview the firms, and develop a ranking of the most qualified firms based on the firm and key personnel's relevant qualifications and experience in BHS and PBB design and integration; and
- WHEREAS, Staff will return to the Commission with a recommendation to approve the selection panel's nomination of the highest ranked firm, and request authorization to enter into negotiations; and
- WHEREAS, pending the successful outcome of negotiations, Staff will return to the Commission with a recommendation to award a contract to the successful firm; and
- WHEREAS, Staff will work with the HRC to establish the LBE goals; now, therefore be it
- RESOLVED, that this Commission hereby authorizes the Director to issue a Request for Proposals for professional services for Contract 8974.1, Boarding Area E Baggage Handling System and Passenger Boarding Bridge Improvements Design and Integration.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of

JAN 26 2010

  
Secretary

Mod #2



San Francisco International Airport

**MEMORANDUM**

DATE: February 15, 2013  
 TO: Leorah Dang, PSC Analyst  
 Department of Human Resources (Dept. 33)  
 FROM: Cynthia Avakian, PSC Coordinator  
 Airport Commission (Dept. 27) *Cynthia P. Avakian* Feb 15 2013 9:04  
 RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 4099-09/10 Approval Date: June 6, 2011

Description of Service(s): Design & Integration Services for Baggage Handling System and Passenger Loading Bridge Improvements

Original Approved Amount:	<u>\$2,500,000</u>	Original Approved Duration:	<u>5/3/10 – 5/31/13</u>
Modification 1 Amount:	<u>\$6,700,000</u>	Modification 1 Duration:	<u>6/20/11 – 6/30/15</u>
Modification 2 Amount:	<u>\$3,500,000</u>	Modification 2 Duration:	<u>No change</u>
Total Modified Amount:	<u>\$12,700,000</u>	Total Modified Duration:	<u>5/3/10 – 6/30/15</u>

Reason for the modification:

To cover increased scope to Task 4, Boarding Area E Transfer Line to the Construction Management contract scope.

Attachment: Copy of Approved PSC Summary

.....  
**FOR DEPARTMENT OF HUMAN RESOURCES USE**

DHR ACTION:  Approved

Approval Date: 2/22/13

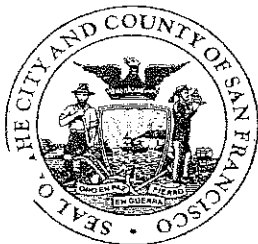
By: *MC*  
Micki Callahan, Human Resources Director

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE MAYOR	LARRY MAZZOLA PRESIDENT	LINDA S. CRAYTON VICE PRESIDENT	ELEANOR JOHNS	RICHARD J. GUGGENHIME	PETER A. STERN	JOHN L. MARTIN AIRPORT DIRECTOR
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**CIVIL SERVICE COMMISSION**  
**CITY AND COUNTY OF SAN FRANCISCO**

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

SCOTT R. HELDFOND  
PRESIDENT

E. DENNIS NORMANDY  
VICE PRESIDENT

DOUGLAS S. CHAN  
COMMISSIONER

KATE FAVETTI  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

May 22, 2014

**NOTICE OF CIVIL SERVICE COMMISSION MEETING**

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBER 4070-09/10.**

The above matter will be considered by the Civil Service Commission at a meeting to be held on **June 2, 2014** at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the Ratification Agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

*All non-privileged materials being considered by the Civil Service Commission for this item are available for public inspection and copying at the Civil Service Commission office Monday through Friday from 8:00 a.m. to 5:00 p.m.*

CIVIL SERVICE COMMISSION

Handwritten signature of Jennifer Johnston in black ink.

JENNIFER JOHNSTON  
Executive Officer

Attachment

Cc: Kendall Warrington, Department of Technology

THIS DOCUMENT SUPPORTS  
CALENDAR ITEM 9





Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director

Date: June 2, 2014  
To: The Honorable Civil Service Commission  
Through: Micki Callahan  
Human Resources Director *[Signature]*  
From: Kendall Warrington, DT

**Subject: Personal Services Contracts Approval Request**

This report contain one (1) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on July 1, 1996.

The services proposed by these contracts have been reviewed by Department of Human Resources (DHR) staff to evaluate whether the requesting departments have complied with City policy and procedures regarding PSCs. The proposed PSCs have been posted on the DHR website for seven (7) calendar days. CSC procedures for processing PSCs require that any appeal of these contracts be filed in the office of the CSC, Executive Officer during the posting period.

No timely appeals have been filed regarding the PSCs contained in this report. These proposed PSCs are being submitted to the CSC for ratification/approval.

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources to date:

Total of this Report	YTD Expedited Approvals FY 2013-2014	Total for FY 2013-2014
\$26,000,000.00	\$7,606,978	\$785,927,131

Kendall Warrington  
Department of Technology  
1 South Van Ness, 2<sup>nd</sup> Flr  
San Francisco, CA 94103  
(415) 581-4066

Table of Contents  
PSC Submissions

<b>Modification PSC</b>	<b>Department</b>	<b>Page</b>
4070-09/10	Technology	1

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Posting for June 2, 2014  
Proposed Personal Services Contract  
Regular - Modification

PSC No	Dept Description	Modified Amount	Cumulative Amount	Description of Work	PSC Modified Estimated	
					Start Date	End Date
4070-09/10	GENERAL SERVICES AGENCY - TECHNOLOGY - TIS	\$26,000,000.00	\$41,000,000.00	As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology (IT) projects. Services will include system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.	1/1/2014	8/31/2016

**Total Modified Amount: \$26,000,000.00**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY Dept. Code: TIS

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4070 09/10)

Type of Approval: [ ] Expedited [x] Regular ([ ] Omit Posting)

Type of Service: As needed telecommunications, system, voice and data design, business analysis, programming,

Funding Source: Public Bond, Grant, Lease, General

PSC Original Approved Amount: \$15,000,000 PSC Original Approved Duration: 01/01/10 - 12/31/13 (4 years)

PSC Mod#1 Amount: \$26,000,000 PSC Mod#1 Duration: 01/01/14-08/31/16 (2 years 34 weeks)

PSC Mod#2 Amount: PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$41,000,000 PSC Cumulative Duration Proposed: 6 years 34 weeks

1. Description of Work

A. Scope of Work:

As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology (IT) projects. Services will including system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.

B. Explain why this service is necessary and the consequence of denial:

The contracts include prequalified vendors to help expedite the procurement of telecommunications and IT solutions. Outside expertise is needed, especially for projects involving new technology to supplement the skills provided by City employees. Many projects are on restricted funding time frames with bond and grant funds. If denied, the process and timeframes required to procure new systems and implement solutions will be expanded significantly. Also, Public Safety voice and data networks often need a very quick response for service issues.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, prior PSC and piggybacking on Airport 's RFP.

D. Will the contract(s) be renewed? Yes, the contract will be renewed.

2. Union Notification: On 02/24/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4070 09/10

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:

Many Highly specialized technical and professional skills are required on an as needed basis, depending on the project.

\* Knowledge of specific types of voice and data networks, hardware and software, business/Telecom and IT analytical skills and programming for new applications are needed to design, create, update and implement Telecom and IT solutions.

B. Which, if any, civil service class(es) normally perform(s) this work?

1005,1014,1024,1033,1070,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

The work is intermittent and highly specialized for as needed projects.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, technology changes too rapidly and the work is intermittent.

**5. Additional Information (if "yes", attach explanation)**

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? Please see attached document.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? AT&T	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD

ON 02/24/14 BY:

Name: Kendall Gary Phone: 415-581-4066 Email: kendall.gary@sfgov.org

Address: One South Van Ness Avenue, 2nd Floor San Francisco, CA 94103



**Receipt of Union Notification(s)**  
**◆ Local 21**

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## Fabiani, Phyllis

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**From:** Gines, Jolie  
**Sent:** Tuesday, February 25, 2014 9:08 AM  
**To:** Fabiani, Phyllis  
**Subject:** FW: Receipt of a REGULAR Modification Request to PSC # 4070-09/10 - MODIFICATIONS

Phyllis,

This modification was submitted and is now before L21's review and approval path.

Thank You,  
Jolie

Jolie Gines  
City and County of San Francisco  
Department of Technology  
Contract Administration  
One South Van Ness Ave., 2nd Floor  
San Francisco, CA 94103

415 581 3974  
415 581 3970 FAX

-----Original Message-----

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [<mailto:dhr-psccordinator@sfgov.org>]  
**Sent:** Monday, February 24, 2014 4:10 PM  
**To:** Gary, Kendall; [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); Gines, Jolie; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 4070-09/10 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to DHR

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a modification request for a Personal Services Contract (PSC) for \$26,000,000 for services for the period April 21, 2014 – April 20, 2016. For Regular/Annual/Continual Modification requests there is a 7-Day notice to the union(s) prior to Department PSC Due to DHR date before the request is scheduled for Civil Service Commission meeting date.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrDrupal/node/1494>  
Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)

## Additional Attachment(s) of Explanation

### ◇ Section 5. Additional Information

#### **5B. Will the contractor train City and County employees?**

- **Describe training and indicate approximate number of hours.**
- **Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.**

Employees in section 3B classes could receive as needed training on the use of the equipment that will be purchased. Training will conform to industry standards and the hours of training will be variable based on the type of equipment and its complexity.

## **Additional Documents**

- ◆ **Department's report regarding Commission's condition from CSC 12/21/2009 meeting.**



City & County of San Francisco  
**Department of  
Technology**  
*Powered by Innovation*

One South Van Ness Avenue, 2nd Floor  
San Francisco, CA 94103-0948  
Office: 415-581-4001 • Fax: 415-581-4002

## INTEROFFICE MEMORANDUM

DATE: May 7, 2014

TO: Ms. Jennifer Johnston, Executive Officer  
Civil Service Commission

FROM: Marc Tuitou, CIO, Executive Director, Department of Technology *HT 5/6/14*

RE: PSC#4070-9/10 AT&T Update

Dear Commissioners,

On December 21, 2009, the Civil Service Commission voted 5-0 to approve PSC#4070-9/10 for AT&T in the amount of 15 million dollars. The condition for this approval was that the Department of Technology submits quarterly reports to the Commission identifying projects or type of work contracted out under this request and the dollar amount of each request, with notifications to Local 1021 where applicable. Also, notify the offices of the Controller and the Office of Contract Administration.

DT acknowledges this oversight of not providing quarterly reports. I have attached the Memo that was submitted to the board in Aug 2013 providing an update to the Board of Supervisors for the AT&T contract spend as well as the LBE participation over the term of the contract.

DT is currently requesting CSC approval for "time" on the AT&T contract while we prepare for an RFP. Of the CSC approval of 15 million, \$3,298,663 has been allocated as listed below, and 11 million remains unspent.

- DT -\$238,459
- Laguna Honda – \$546,000
- SF General – \$520,000
- SFO – \$1,994,204

Thank you for time and attention. Please do not hesitate to contact Kendall Warrington at 415-581-4066 with any further questions regarding this matter.



Printed on recycled paper



**Date:** August 1, 2013  
**To:** Angela Calvillo, Clerk of the Board  
 Board of Supervisors  
**From:** Marc Touitou  
 Chief Information Officer  
**Subject:** Report on AT&T Master Agreement per Ordinance 98-10 (File No. 100521)

**MEMORANDUM**

On May 4, 2010, the Board approved an agreement between the City and AT&T for telecommunication products and services for a maximum amount of seventy-five million dollars for a period of four and a half years [File No. 100521; Ordinance 98-10]. In approving the Ordinance, the Board requested that the Department provide a report to the Board one year prior to the end of the contract, or approximately September 1, 2013, on the following two subjects: (1) LBE retention and the amount awarded to each LBE and (2) the expenditures by each City department each year under the 2010 Contract and the City as a whole. In accordance with this request, we are providing the Board with this report.

1) In the City's Master Agreement – Section 32, the City and AT&T agreed that certain products and services purchased under the agreement would not be subject to LBE participation, and this change in the City's standard contract language was approved by the Director of the Human Rights Commission and the Board. All of the products and services purchased under this agreement have been limited to those for which there is no LBE participation requirement. As of the date of this report, there has been no LBE participation as a part of the AT&T Master Agreement.

2) As of June 30, 2013, the City has issued purchase orders under the Master Agreement in the total amount of \$34,375,705.22. Please see the below table for the breakdown by department and fiscal year.

**PO Releases Against the Master Agreement Blanket by Department by Year**

	2009-2010	2010-2011	2011-2012	2012-2013	Total
Airport	-	1,035,650.84	643,000.00	2,100,585.70	3,779,236.54
DCYF	-	27,822.85	10,742.50	-	38,565.35
DPH	-	945,875.66	-	520,000.00	1,465,875.66
Library	-	46,000.00	187,764.40	-	233,764.40
DT	4,702,000.00	7,457,576.06	8,224,353.91	8,460,671.30	28,844,601.27
PUC	-	-	-	13,662.00	13,662.00
<b>TOTAL</b>	\$ 4,702,000.00	\$ 9,512,925.41	\$ 9,065,860.81	\$ 11,094,919.00	\$ 34,375,705.22

NOTE: Additional department expenditures for the listed departments, as well as all other City departments, are also captured through DT POs.

Please do not hesitate to contact my Procurement Director Kendall Gary directly at (415)581-4066 or by email to [Kendall.Gary@sfgov.org](mailto:Kendall.Gary@sfgov.org) with any further questions regarding this matter.

**Additional Attachment(s) of Explanation**

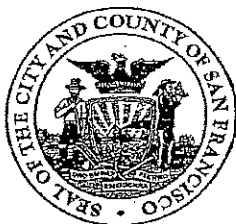
◇ **Section 1. Description of Work**

- 1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4070-09/10

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4070-09/10  
Initial



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

MORGAN R. GORRONO  
PRESIDENT

E. DENNIS NORMANDY  
VICE PRESIDENT

JOY Y. BOATWRIGHT  
COMMISSIONER

DONALD A. CASPER  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

MINUTES  
Regular Meeting  
December 21, 2009

2:00 p.m.  
ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place

### CALL TO ORDER

2:09 p.m.

### ROLL CALL

President Morgan R. Gorrone	Present
Vice President E. Dennis Normandy	Present
Commissioner Joy Y. Boatwright	Present
Commissioner Donald A. Casper	Present
Commissioner Mary Y. Jung	Present

President Morgan R. Gorrone presided.

### PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

John Marian and Rachele Savola, SEIU Local 1021 stated their concerns regarding PSC #4070-09/10.

### APPROVAL OF MINUTES

Regular Meeting of December 7, 2009

Action: Approve. (Vote of 5 to 0)



0371-09-1

**Commendation for Belen Afable, Personnel Analyst, upon her retirement after thirty years of service to the City & County of San Francisco. (Item No. 5)**

**Speakers:** Commissioner Donald A. Casper thanked Ms. Afable for her contributions and accomplishments during her City and County tenure.

**Action:** Adopt. (Vote of 5 to 0)

0372-09-8

**Review of request for approval of proposed personal services contracts. (File No. 6)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4069-09/10	Art Commission	\$200,000	Three or more artists, or artist teams, will design, fabricate, and install original artwork for each of three Dept. of Public Works Streetscape Improvement Projects: Leland Avenue, Valencia Avenue, and SOMA West.	Regular	12/31/11
4070-09/10	Department of Technology	\$15,000,000	Provide as-needed information technology and telecommunication services, including system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture. Services are to be provided in conjunction with the acquisition of new information technology and telecommunication equipment.	Regular	12/31/13
4071-09/10 <i>Postpone to the meeting of 01/04/10</i>	Municipal Transportation Agency	\$2,000,000	Preparation of technical specifications and Unit Price Books containing 150,000 - 200,000 items of work. Train staff and contractors for an SFMTA-customized job order contracting system. Provide proprietary software and management tools to administer the job order contracting program. The consultant contract is performance based, and fees are paid as a percentage of actual construction task orders issued after the master construction contracts are awarded.	Regular	01/14/15
4072-09/10	Department of Public Health	\$125,000	Provide software implementation and support services for an integrated call center application to be used in a new Call Center staffed by registered nurses. The new Call Center will dispense medical advice (nurse advice line) to current Department clients, and will also function as the first point of contact for clients wishing to receive services.	Regular	06/30/15
4029-05/06 <i>Postpone to the meeting of 01/04/10</i>	Airport Commission	Increase Amount \$8,000,000 New Amount \$22,000,000	Will hire construction management team members, including construction managers, resident engineers, inspectors, part-time schedulers, and cost engineers for PDC capital improvement projects. Additional services include structural analysis, geotechnical reports, and hazardous material analysis and reports.	Modification	12/31/13
4073-09/10	Public Utilities Commission	Increase Amount \$25,000 New Amount \$75,000	Provide auditing services to independently review and evaluate the use of revenue bond proceeds in the SFPUC Water System Improvement Program (WSIP) pursuant to San Francisco Administrative Code Section 5.31(c).	Modification	07/15/10

4125-07/08	Public Utilities Commission	Increase Amount \$6,500,000 New Amount \$11,000,000	Will provide design of Hetch Hetchy Water & Power (HHWP) rehabilitation work of Power Infrastructure (PI) for reliability and the design of rehabilitation work of Power Infrastructure to meet Western Electricity Coordination Council regulatory compliance. The modification is intended for two as-needed contracts, each with identical scopes of work.	Modification	07/31/13
4017-07/08	Public Utilities Commission	Increase Amount \$3,500,000 New Amount \$7,500,000	Will perform condition assessments on the HHWP conveyance system to develop sustainability plans for each large conveyance system component. Civil, corrosion, and mechanical engineering and other specialized engineering services are needed to complete these assessments.	Modification	03/02/15

Speakers:

Vitus Leung and Richard Robinson, Department of Technology and Rachele Savola and John Marian, SEIU Local 1021 spoke on PSC #4070-09/10.

Drew Howard, Municipal Transportation Agency and Joe Brenner, IFPTE Local 21 spoke on PSC #4071-09/10.

Robert Longhitano and Sheila Kerr, Department of Public Health and Joe Brenner, IFPTE Local 21 spoke on PSC #4072-09/10.

Kofo Domingo, Public Utilities Commission spoke on PSC #4073-09/10.

Kofo Domingo and Margaret Hannaford, Public Utilities Commission spoke on PSC #4125-07/08.

David Scott and Margaret Hannaford, Public Utilities Commission spoke on PSC #4017-07/08.

Action:

(1) Postpone PSC #4071-09/10 to the meeting of January 4, 2010 at the request of IFPTE Local 21. The Commission stipulated there will be no further continuances. (Vote of 5 to 0)

(2) Postpone PSC #4029-05/06 to the meeting of January 4, 2010 at the request of the Airport Commission. (Vote of 5 to 0)

(3) Approve request for proposed personal services contract #4070-09/10 on the condition that the Department of Technology submit quarterly reports to the Commission identifying the projects or type of work which has been contracted out or will be contracted out under this request and the dollar amount of each request, with notifications to SEIU Local 1021 where applicable. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

(4) Approve request for all remaining proposed personal services contracts. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

**0373-08-8 Review of request for approval of personal services contract. (File No. 7)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4074-09/10	Municipal Transportation Agency	\$39,949,959	Provide professional architectural & engineering services for the Final Design & Construction of the Central Subway Project - Design Package #2 Stations Design. Services include final design of the three underground subway stations (Moscone, Union Square Market St. & Chinatown); and construction services that include contract design management, verify/validate existing preliminary engineering design, verify cost & schedule for each construction contract, engineering support duration construction, and other related services.	Regular	03/31/19

**Speakers:** John Funghi, Municipal Transportation Agency

**Action:** Approve request for proposed personal services contract.  
Notify the offices of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

**0563-08-8 Report from the Office of Economic & Workforce Development on the status of the conditional approval of personal services contract number 4066-08/09. (File No. 8)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4066-08/09	Office of Economic & Workforce Development	\$150,000	Will assist Office of Economic & Workforce Development (OEWD) with design and implementation of a system to support client tracking and performance management for Workforce Investment (WIA).	Regular	08/17/10

December 15, 2008: Adopt the Human Resources Director's report on PSC #4066-08/09 on the condition that within one year's time, the Office of Economic & Workforce Development shall report back to the Civil Service Commission on the progress of the communications with the Department of Technology relating to the possible transition of the work to civil service employees. Notify the offices of the Controller and the Purchaser.

**Speakers:** None.

**Action:** Accept and file the report. (Vote of 5 to 0)

4070-09/10  
Initial

City and County of San Francisco

Department of Human Resources

**PERSONAL SERVICES CONTRACT SUMMARY**

DATE: November 20, 2009

DEPARTMENT NAME: Department of Technology DEPARTMENT NUMBER 75

TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING \_\_\_\_\_)  
 CONTINUING  ANNUAL

TYPE OF REQUEST:  
 INITIAL REQUEST  MODIFICATION (PSC# \_\_\_\_\_)

TYPE OF SERVICE: As needed Information Technology and Telecommunications Services, including system design, voice and data network design, business analysis, programming, configuration, software design and other IT and Telecom Services

FUNDING SOURCE: Public Bond Funds, Grant Funds, General Fund and Lease Funds

PSC AMOUNT: \$15,000,000 PSC DURATION: January 1, 2010 through December 31, 2013

**1. DESCRIPTION OF WORK**

A. Concise description of proposed work:

*As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology projects. Services will include system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.*

B. Explain why this service is necessary and the consequences of denial:

*The contracts include prequalified vendors to help expedite the procurement of telecommunications and IT solutions. Outside expertise is needed, especially for projects involving new technology to supplement the skills provided by City employees. Many projects are on restricted funding time frames with bond and grant funds. If denied, the process and timeframes required to procure new systems and implement solutions will be expanded significantly. Also, Public Safety voice and data networks often need a very quick response for service issues.*

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

*Departments have made a variety of individual request from the Civil Service Commission. The most recent request was made by Department of Public Health, PSC #4146 08/09 on May 18, 2009.*

2. **UNION NOTIFICATION:** Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Local 21  
Union Name  
 SEIU  
Union Name

Shawn Allison  
Signature of person mailing/faxing form  
Shawn Allison  
Signature of person mailing/faxing form

11/20/09  
Date  
11/20/09  
Date

RFP sent to \_\_\_\_\_, on \_\_\_\_\_, Signature \_\_\_\_\_  
Union Name Date

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# \_\_\_\_\_  
STAFF ANALYSIS/RECOMMENDATION:  
CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Many Highly specialized technical and professional skills are required on an as needed basis, depending on the project. Knowledge of specific types of voice and data networks, hardware and software, business/Telecom and IT analytical skills and programming for new applications are needed to design, create, update and implement Telecom and IT solutions.

B. Which, if any, civil service class normally performs this work?

Typically this work is performed by outside Telecom/IT professionals who are experts on specific types of equipment and software. Portions of the work may be performed by some of the following classifications, depending on the department's project type and need: 1002-1005-Operators, 1011-1014-Technicians, 1021-1024-Administrators, 1031-1033-Trainers, 1041-1044-Engineers, 1051-1054-Business Analysts, 1061-1064-Programmer Analysts, 1070-Project Director. Under an Agreement with Local 21 they will review each SOW for services, and as applicable, a transition/training plan may be included in the Scope of Work to transfer knowledge and skills to City workers.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: Training may occur at the contractor's facilities; also, the equipment or products may be warehoused temporarily at contractor's location.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The work is intermittent, highly specialized, for as needed projects.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, the technology changes to rapidly. Also, due to the temporary nature of the project hiring, permanent employees would not be applicable.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees? *Depends on Project*

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

Employees in section 3, B. classes could receive as needed training on the use of the equipment that will be purchased. Training will conform to industry standards and the hours of training will be variable based on the type of equipment and it's complexity.

C. Are there legal mandates requiring the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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D. Are there federal or state grant requirements regarding the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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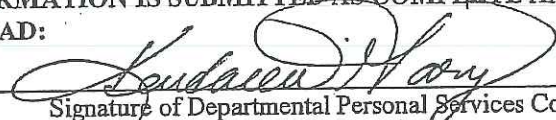
E. Has a board or commission determined that contracting is the most effective way to provide this service?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

~~THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:~~

  
 Signature of Departmental Personal Services Contract Coordinator  
 Kendall Gary 581-4066  
 Print or Type Name Telephone Number

One South Van Ness Avenue, 2<sup>nd</sup>  
 Floor  
 San Francisco, CA 94102  
 Address

**City and County of San Francisco  
Airport Commission**

**Request for Proposals for**

**Airport Telecommunication Services**

<b>RELEASE DATE:</b>		<b>JUNE 8, 2007</b>
<b>PRE-PROPOSAL CONFERENCE:</b>	<b>2:30 PM</b>	<b>June 20, 2007</b>
<b>DEADLINE FOR SUBMISSION:</b>	<b>5:00 PM</b>	<b>August 27, 2007</b>

SFO Airport Telecommunication Services RFP

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**Appendices:**

Appendix A     HRC Forms ..... A-1  
                  Human Rights Commission Forms: Listing and Internet addresses of Interim HRC  
                  Attachment 2 which contains HRC Forms 3, 4 and 5

Appendix B     Standard Forms..... B-1  
                  Listing and Internet addresses of Forms related to Chapters 12B, 12C, and 14A of the  
                  S.F. Administrative Code, to Business Tax, and to Employer Identification Number

Appendix C     Agreement for Professional Services (Form AIR-500)

**SFO Non-Disclosure Agreement Forms**

**Request for Proposals for**

**Airport Telecommunication Services**

## SFO Airport Telecommunication Services RFP

### 1. INTRODUCTION

The City and County of San Francisco Airport Commission (the "Airport Commission") is soliciting proposals for Telecommunication Services for the San Francisco International Airport.

San Francisco International Airport (the "Airport" or "SFO") is the principal commercial service airport for the San Francisco Bay Area. The San Francisco Airport Commission operates the Airport as a separate enterprise department of the City and County of San Francisco (the "City"). The Airport Commission manages a talented and committed alliance of Airport staff, airlines, concessionaires, consultant, and support organizations who operate and maintain the Airport facilities that accommodate air and ground transportation for more than 32 million passengers and over half a million metric tons of cargo per year.

SFO is seeking proposals for services described in Section 2 (Scope of Work) below, including but not limited to Internet Service Provider ("ISP"), Cellular, local toll voice services, Wide Area Network ("WAN") services, Cable Access TV/media content services ("CATV"), disaster recovery, telecommunications consulting and all other services to support the creation of an Airport-wide Internet Protocol ("IP") networking environment (collectively, the "Telecommunications Services") described in this Request for Proposal (the "RFP"). Proposals are to be delivered to John Payne at the SFO Information Technology and Telecommunications Department in Terminal 2 Room 355 located on the 3<sup>rd</sup> floor no later than 5:00 p.m. Pacific Daylight Time on August 27, 2007.

Proposal forms may be obtained from the Airport website at [http://www.flysfo.com/rfp/bid/bid\\_list.asp](http://www.flysfo.com/rfp/bid/bid_list.asp)

### 2. SCOPE OF WORK

The following Scope of Work (RFP Section 2.1 – 2.58) is a general guide and is not intended to be a complete list of all work necessary to fulfill services of the final contract.

The purpose of this RFP is to solicit proposals from qualified firms (the "Proposer") to provide Telecommunication Services comprised of ISP, Cellular, local toll voice services, WAN services, CATV/media content services, disaster recovery, telecommunications consulting and all other services to support the creation of an Airport-wide IP network platform. The RFP Telecommunication Services cover a broad segment of telecommunications technologies. It is the intent of SFO to establish a contractual relationship with a single, prime contractor. The Proposer may subcontract up to sixty percent (60%) of the Telecommunication Services. In this event, however, the Airport will still only have one contractual relationship with the prime. All sub-contractor relationships will be the responsibility of the successful Proposer for the duration of the contractual term.

Furthermore, Proposers may be newly formed entities (e.g. limited liability companies, joint ventures, corporations) provided that the Airport is satisfied that the Proposer is qualified such that the corporation or other legal entity that is the Proposer of its managing members (e.g. LLC members, joint venture partners, corporation shareholders) meet the Minimum Qualifications in RFP Section 4.

#### 2.1 Voice Services Organization Overview

The Telecommunications staff of SFO is responsible for the installation, testing and repair of telephone lines and equipment within the Airport campus. The Telecommunications staff performs needs

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assessment, order review, and implementation; telephone system administration and phone installation; work assignments, customer coordination, and telephone phone trouble resolution. Telecommunication service is delivered the Airport Commission PBX Telephone System and SONET Ring. The Telecommunications group is also responsible for the distribution and support of mobile communications devices such as cell phones, Smart Phones, PDA's and wireless laptops.

### 2.2 Voice Services Network

The SFO voice system and infrastructure is comprised of an Avaya S8710 with 10 distributive EPN nodes that are located at strategic points of presence throughout the Airport campus. The services network also includes Avaya Intuity Voicemail, Spectel WebPortal Conference Bridge, Sierra Gold Call Detail Recording system. This network supports approximately 4000 end users. The SFO Telecommunications staff operates and manages this network. Avaya is the system maintenance provider.

### 2.3 Voice Services Requirements

Proposer shall provide the following voice services:

- Install, provide and maintain voice and data communications services to the Airport Commission Telecommunications System.
- The required services to be provided to SFO are to include, at the minimum, but not exclusive to:
  - A. Digital and Analog Trunks
  - B. Basic Telephone Service
  - C. Centrex Service
  - D. Frame Relay
  - E. Asynchronous Transfer Mode (ATM) Transport
  - F. Internet Connectivity
  - G. Local Calling
  - H. LATA Toll Calling
  - I. Long Distance Calling
  - J. International Calling
  - K. 800/888 Services
  - L. Video Conferencing
  - M. Calling Card Services
  - N. Maintenance services for voice services network equipment
  - O. Voice services network equipment and parts
  - P. Voice services network test equipment
  - Q. Voice services network components (cable, wire, racks, patch panels ect.)
  - R. Voice services network management software
  - S. Infrastructure services (cable, fiber, conduit)
  - T. Disaster and business continuity planning
  - U. Voice services network security analysis and consulting
  - V. Bill reconciliation
  - W. All associated professional services, hardware and software that are required from time to time for the execution of the functions outline above.

It is assumed that any other vendor provided services, not listed, are also included.

### 2.4 Voice Services Local Maintenance and Service

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Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address.
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What steps will be taken during installation to ensure a smooth transition to your service, include number portability, cutover, etc.?
7. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted, provide a detailed description of the contractor's capabilities.
8. Describe the content, formats and electronic media of all required reports and bills.
9. Is your proposal for local service based on flat rate charges? Yes \_\_\_ No \_\_\_
10. Is your proposal for local service based on measured service? Yes \_\_\_ No \_\_\_
11. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to dial tone for SFO and its Tenants.

### 2.5 Voice Services Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Will your service conform to the current North American Numbering Plan (NANP) changes? Yes \_\_\_ No \_\_\_
3. Describe in detail your network architecture
4. Describe in detail your VOIP network. Will this network be made available to SFO as part of this agreement? Yes \_\_\_ No \_\_\_
5. What additional or enhanced services do you provide which have not been described in this RFP?

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6. Will your system/service interface with the digital interface cards for the Avaya PBX without any additional cost? If not, state what equipment will be necessary and all associated cost.
7. Will you provide full number portability? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Describe how you plan to provide number portability.
9. If you are proposing call forwarding as a means of providing number portability, describe the process of how the transfer will occur and the amount of time this process will take.
10. What provisions are available for IntraLATA service?
11. How are you connected to the Local Exchange Carrier (LEC)?
12. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
13. SFO provides Shared Tenant Services (STS) to a variety of tenants. Please detail how you plan to provide the following services?
  - A. E911
  - B. Directory Assistance
  - C. Directory Listings (for each tenant)
  - D. Publication Listings (for each tenant)
  - E. Caller ID
  - F. Telephone Directories
14. Describe in detail your local calling area and provide your definition of a local call. Also, provide a network map of the local calling area.
15. Describe any outside plant cable inventory management, discovery, or audit services you provide. How would such services be billed?
16. Describe any outside plant cable installation services you provide. Service should include, but not excluded to, trenching, conduit installation and cable termination. How would such services be billed?

**2.6 Voice Services General Requirements**

1. Describe any future price reductions during the term of this agreement.
2. At the request of the Airport, Proposer will provide audit services to address all billing discrepancy issues.
3. What is included in your billing/documentation that you will make available to SFO each month?
4. Will you maintain the existing block of Direct Inward Dial (DID) numbers currently being used by the Airport? Yes \_\_\_\_\_ No \_\_\_\_\_

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5. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, why? \_\_\_\_\_

**2.7 Voice Service Costs**

Pricing scheduled requested below must be completed in its entirety in order for SFO to accurately evaluate the services offered. All pricing shall be valid throughout the term of the Agreement. Service information should include the composite cost per minute for each type of service. Specify all fixed costs and fees (one time and recurring).

Current Service Expenditure:

1. Long Distance = \$100,000.00 per FY
2. Local Carrier Service = \$265,000.00 per FY
3. Local Toll Charges = \$385,000.00 per FY

What is your complete cost, including taxes the following basic services:

Installed Monthly Service:	<u>PRICE</u>
A. Digital/ PRI Trunks	_____
B. Analog Trunks	_____
C. Basic Telephone Service	_____
D. Centrex Service	_____
E. Frame Relay	_____
F. Asynchronous Transfer Mode (ATM) Transport	_____
G. Internet Connectivity	_____
H. Local Calling	_____
I. LATA Toll Calling	_____
J. Long Distance Calling	_____
K. International Calling	_____
L. 800/888 Services	_____
M. Video Service	_____
N. Calling Card Services	_____
O. VOIP	_____

Long Distance Pricing:

Long Distance Services (rates per minute):

Interstate

- |                        |       |
|------------------------|-------|
| A. Switched Outbound   | _____ |
| B. Switched Toll Free  | _____ |
| C. Dedicated Outbound  | _____ |
| D. Dedicated Toll Free | _____ |

Intrastate (California)

- |                      |       |
|----------------------|-------|
| A. Switched Outbound | _____ |
|----------------------|-------|

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- B. Switched Toll Free \_\_\_\_\_
- C. Dedicated Outbound \_\_\_\_\_
- D. Dedicated Toll Free \_\_\_\_\_

**2.8 Cellular Service**

SFO's current cellular inventory consists of approximately 250 cellular phones, and other wireless communication devices. Cellular phone service is essential in the contact of emergency responders such as SFPD-Airport Bureau, SF Fire Dept., Airfield Safety, Maintenance, Airport Duty Managers, ITT Voice/Data Specialist and Airport Senior Management. The Airport Telecommunications group is responsible for the distribution and support of mobile communications devices such as cell phones, Smart Phones, and wireless laptops modem cards.

True enterprise support for cellular service has been lacking in the previous cellular vendor. Please describe the nature and value of the enterprise support that you are proposing in the sections below.

**2.9 Cellular Phone Service Requirements**

The Proposer shall provide to SFO **Enterprise –class** cellular phone service and data mobility. Enterprise-class refers to service that are targeted not to the consumer but to large business and enterprises like the Airport. Wireless applications and services that enable remote access to office files, directories and data bases are required components of all responses.

In all answers please distinguish your enterprise support from consumer support in terms of the following:

1. Ability to maintain stable inventory of cellular devices and all associated accessories selected by the Airport? (two years is the goal)
2. Ability to change any given cellular carrier if they fail to meet Airport requirements?
  - a. Time frame to swap an existing Airport cellular carrier out for another
  - b. Any costs associated with this activity (one time and re-occurring)
3. Describe your 24 Hrs x 7 days a week technical support offering.
4. Describe your 24 x 7 end user support offering for non-voice issues with SmartPhones and PDAs? Please include descriptions on how you answer "How do I do this?" questions .

The Proposer shall furnish both services and handheld devices. Devices to be furnished should include, but not be limited to, cell phones, Smart Phones, and wireless laptops modem cards.

- The cellular phone systems to be made available to the Airport can include. Please describe what is being proposed and why with a description of the advantages of the proposed approach(es) and the disadvantages of competing options:
  - A. GSM
  - B. TDMA
  - C. Other
- The technologies for data mobility to be made available to SFO can include. Please describe what is being proposed and why with a description of the advantages of the proposed approach(es) and the disadvantages of competing options:

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- A. HSDPA
- B. EDGE
- C. CDMA
- D. EVDO
- E. Wi-Fi (802.11)
- F. Other

Please describe future cellular and data mobility enhancements that are in the planning horizon of the anticipated Airport contractual term (5-7 years from contract award) that would be made available to SFO. *Please use the NDA in the appendix if deemed necessary by the proposer.*

### 2.10 Cellular Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the Account Manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the Service Contact in the San Francisco area? Provide the person's business phone number and address.
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
7. Describe the content, formats and electronic media of all required reports and bills.
8. Describe your billing increments.
9. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to dial tone for SFO?
  - A. Priority access by account number
  - B. Priority access by a group of cellular numbers
  - C. Priority access by individual cellular numbers
  - D. Emergency provision and activation of cellular phones or devices
10. If a disaster/emergency that affects the San Francisco Bay Area how will the Proposer provide SFO with Priority 1 service?



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11. Will you provide SFO a 24-hour, toll-free, emergency telephone number to a company representative who will be able to receive and process orders for immediate service?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If no, how will such request be handled? Explain.

12. Describe the process of how lost, stolen, or broken cellular equipment should be reported, and how they will be replaced. Include : (1) Average time of delivery, (2) method of delivery, (3) List any applicable restrictions on replacement.

**2.11 Cellular Service Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible

1. Describe how you would transition existing SFO users to your service. The transition plan should describe how orders will be handled and how long the conversion will take. The transition plan should also detail the measures that the Proposer will take to eliminate service disruption.
2. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications:
3. Describe in detail your network architecture
4. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
5. What additional or enhanced services do you provide which have not been described in this RFP?
6. Describe your Local, Long Distance and International plans and coverage areas, and which ones would be made available to SFO.
7. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
8. Describe in detail your local calling area and provide your definition of a local call. Also, provide a network map of the local calling area.
9. Describe in detail how text messages are handled on your cellular network. SFO requires access to an Enterprise grade network to ensure delivery of text messages. If the Proposer does not have such a network, describe what steps are taken to prioritize text messages sent by SFO from those of the regular consumer.
10. The Proposer shall provide the features commonly available among various manufacturers and various cellular device models. The required services to be provided to the Airport are to include, at the minimum, but not exclusive to:

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- A. Silent ring or vibrate
- B. Hands Free or speaker phone option
- C. Illuminated display
- D. AC power adapter for charging
- E. Voice Mail

Can the Proposer provide the minimum requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

Describe any additional features that would be made available to SFO.

**2.12 Cellular Service General Requirement**

1. Describe any future price reductions during the term of this agreement.
2. At the request of the Airport, Proposer will provide audit services to address all billing discrepancies.
3. What is included in your billing/documentation that you will make available to SFO each month?

**2.13 Cellular Service Costs**

Current Service Expenditure = \$160,000.00 per FY

1. Describe in detail the pricing and calling plan(s) that would be made available to SFO. Include any taxes, and any other applicable charges.
2. Is your proposal for cellular service based on Flat Rate plan(s)? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Is your proposal for cellular service based on Per Minute plan(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

**2.14 Paging Services**

SFO's current pager inventory consists of approximately 300 pagers. Pagers are essential in the contact of emergency responders such as SFPD-Airport Bureau, SF Fire Dept., Airfield Safety, Maintenance, Airport Duty Managers, ITT Voice/Data Specialist and Airport Senior Management. The Airport Telecommunications group is responsible for the distribution and support of pagers.

**2.15 Paging Services Requirement**

- A. Proposer shall provide to the Airport paging equipment and services necessary to meet its current and future paging needs.
- B. Proposer shall provide a cost effective paging solution to meet the Airport's current and future paging needs.
- C. Proposer shall provide the Airport with standard telephone-interconnect type paging service, whereby the caller dials a local number within the area code serving the Airport.
- D. Proposer shall furnish both the service and compatible pager units.

- E. Contractor shall furnish cost-effective paging services geared for the crafts (i.e. plumbers, electricians, carpenters, etc.)

## 2.16 Paging Local Maintenance and Services

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the Account Manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the Service Contact in the San Francisco area? Provide the person's business phone number and address.
3. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year.
4. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
5. Describe the content, formats and electronic media of all required reports and bills.
6. Describe your billing increments.

## 2.17 Paging Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible

### 1. Pager Types

This contract will supply both numeric and alphanumeric pagers, to be ordered at the discretion of the Airport.

All pagers shall be pocket sized and shall include a battery and a belt clip. The pager's antenna shall be enclosed within the body of the pager. The pager shall emit a "call received" alarm, either audible or vibrating. Alert signal by tone or vibration shall be selectable by the user.

Controls for the pager shall include power, reset, message scrolling, and tone/vibration mode selection. The reset control shall be a momentary switch and shall be used to silence the pager's audible tone whenever the pager has received a call. The functions listed above may be accommodated using multi-function controls.

#### A. Numeric Pagers

Most of the pagers the Airport will use will be numeric. Thus, for the purposes of bid selection the Airport shall more closely evaluate the Proposer's ability to provide numeric pagers.

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Once paged, numeric pagers shall display the received numeric information on the pager's liquid crystal display (LCD). A numeric pager shall have a minimum display capacity of 20 characters. The pager shall provide a minimum of 16 memory locations for message storage.

### B. Alphanumeric Pagers

Once paged, alphanumeric pagers shall display the received alphanumeric information on the pager's liquid crystal display (LCD). The pager shall have a minimum display capacity of 20 alphanumeric characters and the ability to receive, store, and display (through scrolling, if necessary) a text message of up to 250 ASCII characters. The pager shall provide a minimum of 16 memory locations for message storage.

2. Describe in detail any future enhancements planned for your paging network, or overall paging functionality. If any changes are planned, will they be part of this Agreement? Yes \_\_\_\_\_ No \_\_\_\_\_

### 2.18 Paging General Requirements

1. Describe any future price reductions during the term of this agreement.
2. At the request of the Airport, Proposer will provide audit services to address all billing discrepancies.
3. What is included in your billing/documentation that you will make available to SFO each month?

### 2.19 Paging Service Costs

Current Service Expenditure = \$40,000.00 per FY

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges

### 2.20 High Availability Satellite Services for WAN Access

### 2.21 High Availability Satellite Requirement

The Proposer will provide to SFO a fully managed, "bandwidth on demand" Satellite network in the event a catastrophic failure compromises the SFO voice and data network. The managed network will support variable bandwidth needs, along with the flexibility of usage based pricing. The fully automated system will reserve bandwidth to support applications such as voice, video, and data that are used in airport operations.

### 2.22 High Availability Satellite Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the Account Manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the Service Contact in the San Francisco area? Provide the person's business phone number and address.

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3. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
4. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
5. Describe the content, formats and electronic media of all required reports and bills.

### **2.23 High Availability Satellite Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture
3. How much "on-demand" satellite bandwidth is being proposed as part of this agreement.?
4. What additional or enhanced services do you provide which have not been described in this RFP?
5. Will this service be contracted? If contracted, provide a detailed description of the contractor's capabilities.
6. Will your system/service interface with the digital interface cards for the Avaya PBX without any additional cost? If not, state what equipment will be necessary and all associated cost.
7. How are you connected to the Local Exchange Carrier (LEC)?
8. If a disaster were to occur on or near SFO that compromised terrestrial voice and data network connectivity, what assurances has the Proposer included in their proposal that guarantees the bandwidth that will be necessary to resume voice and data operations at SFO?
9. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
10. Describe in detail what environmental conditions might affect satellite functionality (i.e. cloud cover, rain, smoke). If affected, what service level that can be expected from the satellite?

### **2.24 High Availability WAN Satellite General Requirements**

In the event of a catastrophic event to our serving central office (San Bruno today, with the anticipated addition of a second serving central office, Colma, by 1Q2008) becomes unavailable, the Airport desires to have a satellite connection to quickly re-establish connections to wide area facilities (Internet, PSTN and WAN data).

1. Describe any future price reductions during the term of this agreement.

## SFO Airport Telecommunication Services RFP

2. At the request of the Airport, the Proposer will provide audit services to address all billing discrepancies.
3. What is included in your billing/documentation that you will make available to SFO each month?

### 2.25 High Availability Satellite Service Costs

1. Describe in detail the pricing plan(s) that would be made available to SFO. Include any taxes, and any other applicable charges.

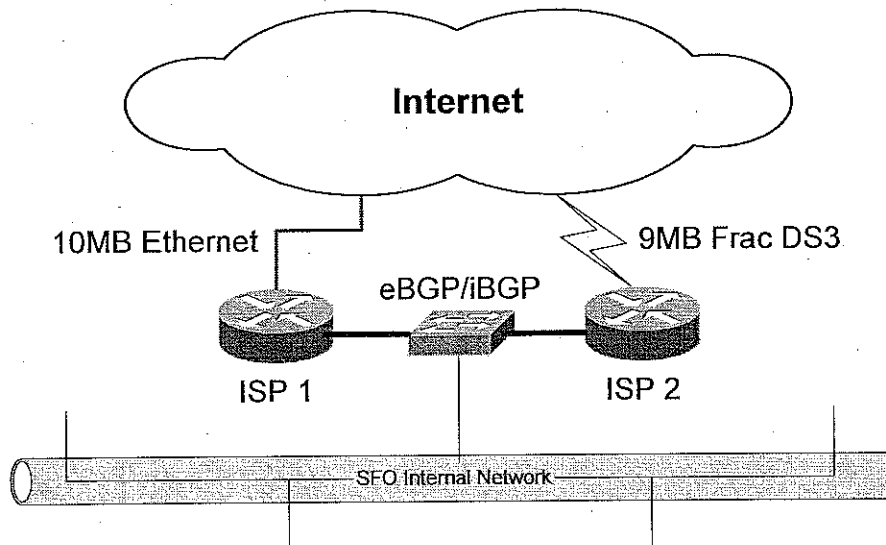
### 2.26 Internet Services Provider (ISP)

The Airport utilizes two Tier 1 ISPs and run the BGP protocol to provide carrier redundancy. Currently, two Cisco Routers are used to peer with each ISP at connection speeds of 9MB Fractional DS3 and 10MB Optical Ethernet and is receiving partial routes distribution from both upstream providers. The Airport owns its own ARIN-assigned public routable IP Space and is advertising it over both providers.

### 2.27 Internet Services Provider Requirement

Proposer shall provide the Airport with the following Internet Services:

- A. Internet connectivity utilizing traditional modem dial-up, DSL, and Cable Modem Broadband service to dedicated T1/T3, OC-12, OC-48, Satellite Access and above
- B. Web Hosting, eCommerce, Collocation Services, and Web Site Disaster Recovery capabilities
- C. Email/Webmail, SPAM Filtering, Intrusion Prevention Services, FTP, and other standard and advanced Internet Tools
- D. Ability to offer Wireless ISP Services (WISP)



### 2.28 Internet Services Provider Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

SFO Airport Telecommunication Services RFP

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address?
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What steps will be taken during installation to ensure a smooth transition to your service?
7. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
8. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to Internet Services for SFO and its Tenants.

**2.29 Internet Services Provider Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture.
3. What additional or enhanced services do you provide which have not been described in this RFP?

**2.30 Internet Services Provider General Requirements**

1. Describe any future price reductions during the term of this agreement.
2. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_ No \_\_\_

If no, why? \_\_\_\_\_

**2.31 Internet Services Provider Service Costs**

## SFO Airport Telecommunication Services RFP

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### 2.32 Network Security Services

The Airport utilizes a variety of vendors and tools throughout the Enterprise that makeup the overall security posture. These are some of the security solutions that are implemented at SFO.

- A. Cisco IDS/IPS Appliances (4215, 4235)
- B. Cisco Security Agent (Host Based)
- C. Cisco Access Control Server Appliance
- D. Symantec Anti-Virus
- E. Microsoft WSUS for Patch Management
- F. Brightmail & Ironport for Anti-Spam

### 2.33 Network Security Services Requirement

Proposer shall provide SFO with the following Network Security Services:

- A. Network based IDS/IPS Design, Installation, Maintenance, and Training
- B. Host Based IDS/IPS Design, Installation, Maintenance, and Training
- C. Security threat mitigation and preparedness
- D. Security Audits; Internal and External Assessments
- E. Patch Management, Change Control, Process Control
- F. IT Security Consulting Services at various levels
- G. Various Security Reports such as Internet Security, Vulnerability Assessment, and Customized Reports

### 2.34 Network Security Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address?
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. What steps will be taken during installation to ensure a smooth transition to your service?
5. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.

### 2.35 Network Security Technical Capabilities



## SFO Airport Telecommunication Services RFP

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your experience in Network Security citing specific examples.
3. Provide a list of past customers that can provide references.
4. What additional or enhanced services do you provide which have not been described in this RFP?
5. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.

### 2.36 Network Security General Requirements

1. Describe any future price reductions during the term of this agreement.
2. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, why? \_\_\_\_\_

### 2.37 Network Security Service Costs

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### 2.38 Telecommunication Consulting / Professional Services

Requirements: Proposer shall provide the following consulting services:

- A. Ability to provide professional services on an as needed basis. Professional service(s) is defined as occasional technical functions, and consulting services performed by independent contractors and consultants whose occupation is the rendering of such services
- B. Professional Consulting Services in guided wire, wireless, voice, video, data, and VoIP Technologies and Services
- C. Aside from Professional Services, must have the ability to provide product, whether it be hardware and/or software for a particular solution
- D. Ability to provide seasoned subject matter experts on various IT Disciplines and the needed Training required to maintain and support any relevant Technologies Implemented

### 2.39 Telecommunication Consulting / Professional Services Local Maintenance and Service

## SFO Airport Telecommunication Services RFP

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?

Who is the service contact in the San Francisco area? Provide the person's business phone number and address?

### **2.40 Telecommunication Consulting / Professional Services Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Describe in detail your experience in this area citing specific examples.
2. Provide a list of past customers that can provide references.
3. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
4. What additional or enhanced services do you provide which have not been described in this RFP?

### **2.41 Telecommunication Consulting / Professional Services General Requirements**

1. Describe any future price reductions during the term of this agreement.

### **2.42 Telecommunication Consulting / Professional Services Service Costs**

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### **2.43 Wireless Services**

Wireless Services will be defined as movement of information through unguided, licensed or unlicensed frequencies.

### **2.44 Wireless Services Requirement**

Please describe your product/service offerings in the following areas:

- A. RF Based 802.11 Standard Network Technologies (Wi-Fi)
- B. RF Based 802.16 Standard Network Technologies (WiMax)
- C. Digital Radio Technology used for Public & Life Safety
- D. GPS aspects of any of your product services
- E. RFID Technology Services

## SFO Airport Telecommunication Services RFP

- F. Infrared Services (only if airport customer references of an existing implementation can be provided)
- G. Microwave Services (only if airport customer references of an existing implementation can be provided)
- H. Distributed Antennae System - DAS (Design, Implementation, Operation Management)
- I. Complete Wireless Technology Deployment which includes Project Management, Design, Installation, Maintenance, and Training
- J. Ability to provide Wireless RF Spectrum Surveys and Audits as well as detailed coverage maps and various reports on an ongoing and reoccurring basis
- K. Ability to provide and implement the latest Security features in Wireless Technology
- L. Ability to Manage, Support and proactively monitor a Wireless System for break-fix situations, configuration, billing, and/or performance improvements
- M. Ability to operate within 802.11 Wi-Fi FAT or THIN AP Architectures, and protect investments by insuring appropriate upgrade capabilities to supported hardware or software

### 2.45 Wireless Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address?
3. What steps will be taken during installation to ensure a smooth transition to your service?
4. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.

### 2.46 Wireless Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture
3. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
4. Provide a list of past customers that can provide references.
5. What additional or enhanced services do you provide which have not been described in this RFP?

### 2.47 Wireless General Requirements

1. Describe any future price reductions during the term of this agreement.
2. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, why? \_\_\_\_\_

### 2.48 Wireless Service Costs

Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### 2.49 MPOE / WAN Services

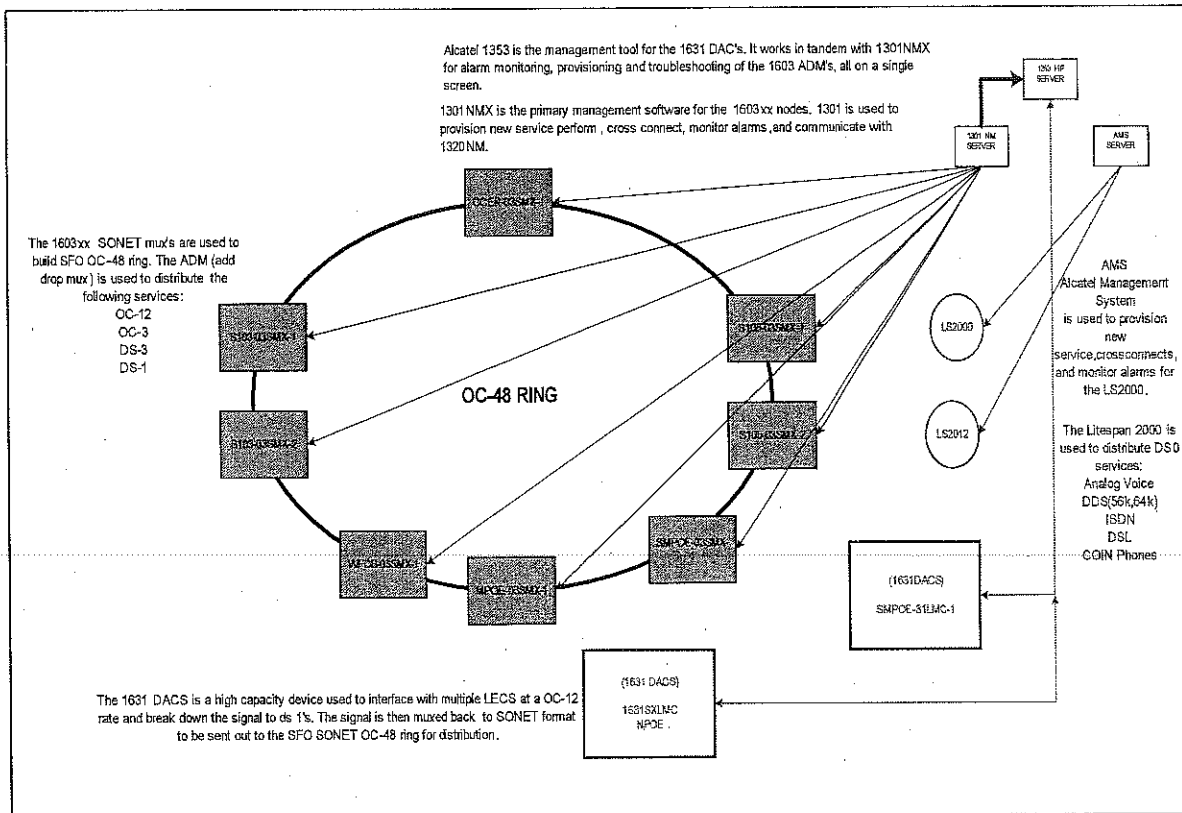
The Telecommunication infrastructure is a critical component of the Airport's operation that needs to be fully redundant and fault tolerant. By having two physically separate MPOE and two separate service providers present in each location, the Airport safeguards itself from any possible disasters such as fires, earthquakes, terrorist attacks, and/or plane crashes.

San Francisco International Airport has two main points of entry (MPOE) where telecommunication service providers deliver and terminate their circuits. This is the demarcation point where SFO can accept telecommunication services and control access into the Airport. The two locations, which are NMPOE and SMPOE, provide redundancy by eliminating a facility from being a single point of failure. In addition, SFO utilizes two different service providers, AT&T and Legacy ATT/LNS, which provide an extra level of redundancy and fault tolerance.

Currently, both AT&T and ATT/LNS have an OC-12 Ring that terminates into NMPOE. SFO utilizes that bandwidth to provide Telco services to the Airlines, Tenants, Commission, and Concessions over the Airport's OC-48 SONET Ring. These services consist of OC-12, OC-3, DS3, DS1, and DS0, which include POTS and Coin Phones. AT&T is currently has second OC-12 into SMPOE, which will provide SFO an even higher level of redundancy by having AT&T presence in two different MPOEs. Should one MPOE ever become inoperable, SFO can continue to provide service through the alternate location. By having the redundancy at the MPOE Level, SFO recovery time goes from weeks and/or months, to just a few hours.

The SONET Network is comprised of Alcatel Add Drop Multiplexers (ADM) and Digital Loop Carriers (DLC) installed as transport network elements on an intra-campus OC-48 SONET Ring. The SONET Ring transports AT&T and Legacy ATT/LNS service to multiple SONET nodes in the Airport campus. The SONET Ring is set up in a UPSR configuration to provide path redundancy in the event of a fiber cable failure. The OC-48 Ring is currently using only half the bandwidth capacity to transport TDM service to the San Francisco Airport. The SONET infrastructure is reliable, stable and does not approach the OC48 bandwidth capacity in its current configuration.

## SFO Airport Telecommunication Services RFP



### 2.50 MPOE / WAN Services Requirements

Proposer shall provide SFO with Wide Area Network Services that include but are not limited to connecting to remote locations, the Internet, or any other network that will require a WAN facility. The WAN Technology must have the capability to use various protocols such as Frame-Relay, ATM, MPLS, etc. The Proposer will also need to provide 24 x 7 monitoring service between SFO and the LEC. Proposer will also have the capability to Engineer, Furnish and Install(EF&I) SONET as well as Optical Equipment, including Fiber Optic and Copper feeder cables. Proposer shall provide the following WAN services:

- Install, provide and maintain Wide Area Services to the Airport Commission Telecommunications System.
- The required services to be provided to SFO are to include, at the minimum, but not exclusive to:
  - A. OC-xxx SONET Services
  - B. OC-48 SONET Service
  - C. OC-12 SONET Service
  - D. OC-3 SONET Service
  - E. DS3 service
  - F. DS1 service
  - G. DS0 service
  - H. Optical MAN Service
  - I. Standard WAN Service

It is assumed that any other vendor provided services, not listed, is also included.

SFO Airport Telecommunication Services RFP

**2.51 MPOE / WAN Services Local Maintenance and Service**

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address.
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What steps will be taken during installation to ensure a smooth transition to your service, include number portability, cutover, etc.?
7. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted, provide a detailed description of the contractor's capabilities.
8. Describe the content, formats and electronic media of all required reports and bills.
9. Is your proposal for local service based on flat rate charges? Yes \_\_\_ No \_\_\_
10. Is your proposal for local service based on measured service? Yes \_\_\_ No \_\_\_
11. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to dial tone for SFO and its Tenants.

**2.52 MPOE / WAN Services Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture
3. Describe in detail your WAN network. Will this network be made available to SFO as part of this agreement? Yes \_\_\_ No \_\_\_
4. What additional or enhanced services do you provide which have not been described in this RFP?

SFO Airport Telecommunication Services RFP

5. How are you connected to the Local Exchange Carrier (LEC)?
6. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
7. Describe in detail your WAN Network. Also, provide a network map of the WAN Network.
8. Describe any outside plant cable & Fiber Optic Network, including inventory management, discovery, or audit services you provide. How would such services be billed?
9. Describe any outside plant cable installation services you provide. Service should include, but not excluded to, trenching, conduit installation and cable termination. How would such services be billed?
10. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
11. What additional or enhanced services do you provide which have not been described in this RFP?
12. Describe any additional features that would be made available to SFO.

**2.53 MPOE / WAN Services Costs**

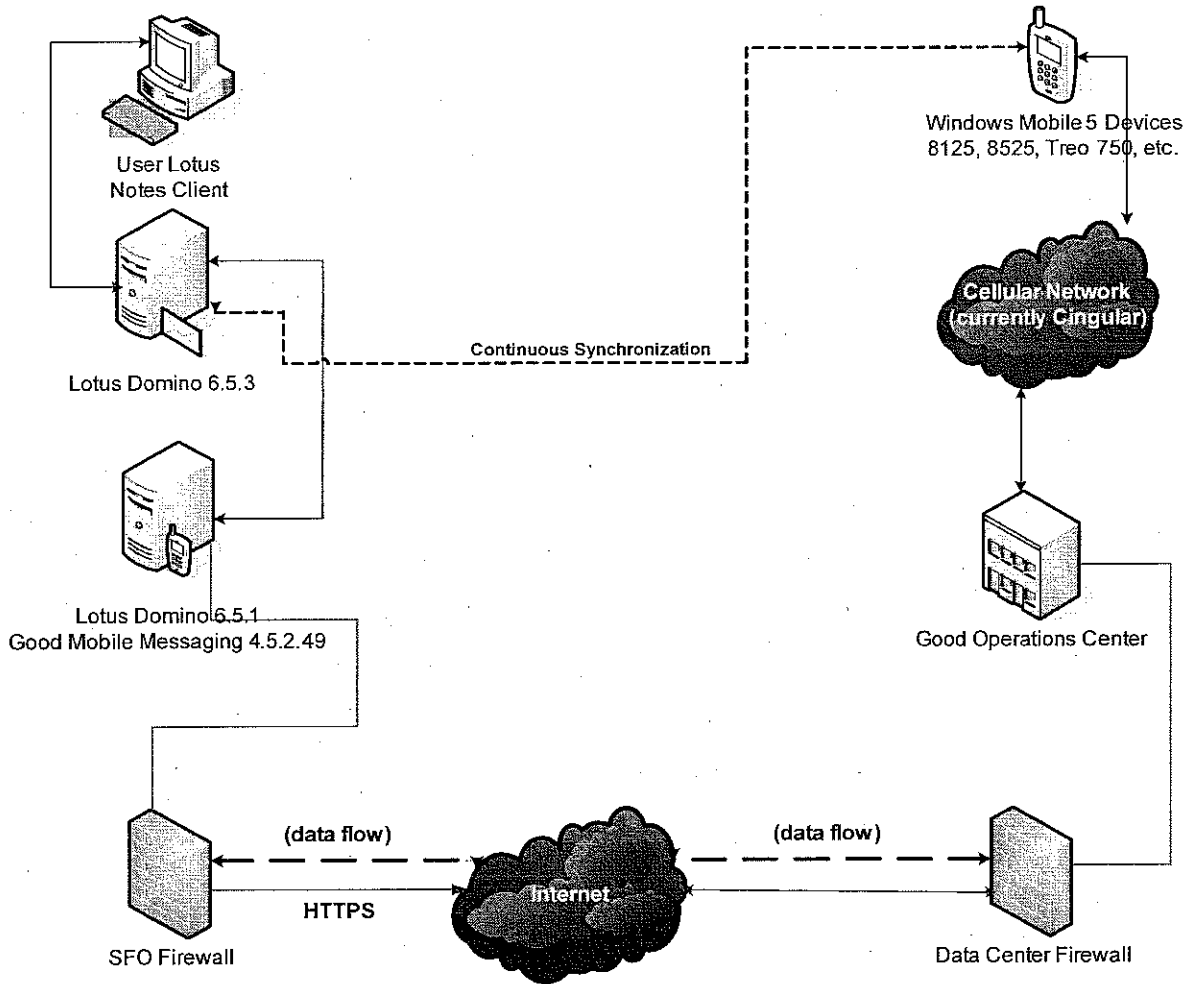
Pricing scheduled requested below must be completed in its entirety in order for SFO to accurately evaluate the services offered. All pricing shall be valid throughout the term of the Agreement. Service information should include the composite cost per minute for each type of service. Specify all fixed costs and fees (one time and recurring).

1. What is your complete cost, including taxes the following basic services:

<u>Installed Monthly Service</u>	<u>PRICE</u>
A. OC-192	_____
B. OC-48	_____
C. 10 mbps Optical MAN Service	_____
D. OC-3	_____
E. DS3	_____
F. DS1	_____
G. DDS 56K	_____
H. DDS9.6K	_____
I. ISDN	_____
J. RADIO Circuit	_____
K. Universal 4Wire Circuit	_____
L. Universal 2Wire Service	_____
M. POTS	_____

**2.54 Mobility**

SFO currently uses IBM Lotus Notes to provide email, calendaring, and application services to approximately 1600 customers. Mobile messaging is provided by Good Technology to approximately 30 customers. The Good Messaging Server software provides automatic synchronization of email, calendar, contacts, journal entries, and to-do entries between the customer's Lotus Notes account and handheld device. The Good Messaging server monitors the customer's mail database and forwards all account activity to the customer's handheld via the Operations Center and wireless network. SFO currently supports Windows Mobile devices provided by Cingular.



The Proposer shall be responsible for providing the ability for a customer to connect to SFO resources using current and future Wireless Technologies. While the current standard is Windows Mobile 5 (WM5), the proposer must have the ability to support others platforms. Such technologies are required to, but not limited to, synchronize SFO's messaging with Smart Phones, PDA's, cell phones, and wireless laptops, and provide wireless access to Airport data and applications. The solution chosen must meet SFO's need for highly available and easily manageable with end to end security.

The Proposer must:

1. Describe how it will support and maintain SFO's current mobility environment.



## SFO Airport Telecommunication Services RFP

2. Describe what future enhancements and technologies SFO might be able to take advantage of.
3. Describe how it plans to meet SFO's requirements for high available and secure.

The Proposer shall be responsible for providing the ability to connect to Airport resources using current and future Wireless Technologies. Such technologies are required to, but not limited to, synchronizing the Airport's messaging with Smart Phones, PDA's, cellular phones, and wireless laptops, and providing wireless access to Airport data and applications. The solution chosen must meet the Airport's standard for highly availability and security.

### 2.55 Media Content (aka CATV)

The Airport wishes to enable broader distribution of media content to Airport tenants (airlines, concessionaires, Federal agencies, etc.) and to the individual traveling passenger. To do so, media content (also known as CATV) needs to be distributed over the IP network in addition to the traditional coaxial cable. The IP (internet protocol of TCP/IP) will be media independent (including but not limited to fiber, copper and wireless (802.11, cellular, etc. technologies).

It is not expected that the content will be distributed for free/at no cost. However, it is required that the successful proposal enable content to be carried over an IP infrastructure of any type with associated fees that reasonable and within the charges appropriate for the local market. This distribution will be to Commission staff, Airport tenants, traveling passengers and the general public. Further, it is expected that the successful bidder be aggressive their ability to be innovative and work with the Airport's ITT organization and other 3<sup>rd</sup> party vendors to monetize media content within the Airport campus.

1. Describe your current content offerings
  - a. Video
    - i. TV
    - ii. Movies
  - b. Music
  - c. Games
  - d. Other
2. Are they being distributed now over an TCP/IP infrastructure? If so, please briefly describe how, where and the rate structure.
3. What DRM or equivalent technology are you using to ensure payment for content delivered?

### 2.56 Provisioning Reporting System Replacement Project

The Airport's ITT organization "*home brewed*" an ad hoc system seven years ago to deal with the advent of becoming a service provider to our tenants. SFO ITT provides Internet access, phone service, conference calling services and a number of other items to our tenants. To manage this a number of discrete databases and systems have been devised that now need to be integrated into a more coherent and streamlined system. The successful bidder, working with Airport ITT, will be able to provide a turn-key solution to replace the existing environment that supports the tracking and provisioning of network services to Commission tenants and the traveling public. This is a requirement of the RFP.

There are four Main components of the existing provisioning system:

#### 1. Cable Management System (CMS)

Cable Management System (CMS) is a system, which is used to document the copper and fiber cable infrastructure on the Airport campus.

## SFO Airport Telecommunication Services RFP

Every cable is assigned a unique designator. This name identifies the Media (Fiber or Copper), Cable Size, Type of Fiber, Source Room, Destination Room and Cable Number. All Special System Rooms (SSR), Tenant Wiring Closets (TWC) and Manholes (MH) are also given a unique designator. This information is stored in CMS, and all changes are entered manually.

The following information is recorded in CMS:

- Circuit ID
- Outlet (Station #)
- Port (Litespan, Definity or Cisco Switch),
- Extension
- Effective Date
- Assigned To
- Cable and Pairs used (Fiber or Copper)
- Comments

CMS also generates a Cable-Master Assignment Route Report. This report is given to the ITT technicians and used as a route map to extend service tenants over the Airport infrastructure. The information stored in CMS also serves as a rudimentary bandwidth manager for the fiber and copper infrastructure. Queries can be run on SSR's and TWC's, to determine what cables are terminated in them, what pairs are assigned, and to whom they are assigned, and to determine how many pairs are still available. The cable information can be displayed in a text, or VISIO-like format.

### 2. Shared Tenant Services (STS), Lines and Circuit Database (aka Paradox)

Paradox Database Version 9 is used by ITT Telecom to keep track of all Commission Lines and Circuits (T1's, DS1, etc). Paradox also documents all STS (Shared Tenant Service) lines, PIA (Private Internet Access) and LRE (Long Reach Ethernet) circuits. It is used to store all cross-connect points for lines and circuits.

As part of the installation process, the field technician documents all pertinent information regarding a circuit. The circuit information is then entered into the Paradox Database when the service ticket is closed out at the end of the day.

The following circuit information is recorded in Paradox.

- Circuit Number
- Department
- Building
- Floor
- Last Name
- First Name
- Location
- Location Code – could eliminate this field
- Main Billing Number
- BAN #
- Hardware (type of set or jack, etc)

SFO Airport Telecommunication Services RFP

- Port
- Cable
- Pair

Reports and Queries can be taken from the following fields:

- Department Table
- Line Inventory Report
- Line Query Form

3. PROS – (Project Reporting Operating System)

SFO PROS is a SFO ITT application. This system is used to identify SFO ITT services provided to commission and tenant entities within San Francisco International Airport. These services included all ACIC (Airport Communication Infrastructure Charge) and STS (Shared Tenant Services) offerings including CCTV, CATV, MUSE equipment, telephony, and data circuits. The LOTUS Notes ACIC billing system queries PROS monthly for active service inventory in order to construct the ACIC billing for tenants that provides ITT revenue.

The PROS system generates the SFO circuit number that is used to identify the infrastructure within SFO. It is also used to store start and end points of these circuits as a back-up to CMS and Paradox. SONET circuit information, IP addressing, and PBX port numbers are also kept in PROS. PROS is used consistently to provide ACIC bill details to tenants at their request. ITS Remedy ticket numbers that hold historical information on each installation are also retained within PROS as is general tenant contact and billing information.

4. Bandwidth Management Tools

**SONET OC-48 Map**

The SONET OC48 spreadsheet is used to track each DS1 that passes thru the Airports private OC-48 SONET Ring. The spreadsheet documents all the digital cross connects provisioned on the SONET equipment that were necessary to extend the service. This is similar to A-Z tracking.

**Global Cross Connection Map**

The Global Cross Connection spreadsheet provides circuit documentation to track sub-rate services (POTS, ISDN, 56k) through multiple SONET equipment. The Global map differs from the OC-48 Map, because it must provide a greater amount of detail as each DS1 is channelized in order to carry service.

The following table outlines the major specifications of each of these four components.

Component	1 Cable Management System (CMS)	2 STS, Lines and Circuits (Paradox)	3 Project Reporting Operating System (PROS)	4 Bandwidth Management Tools
Vendor	Veramark	Corel	Microsoft	Microsoft

SFO Airport Telecommunication Services RFP

<b>Platform</b>	WinNT	Win2K	WinNT	Excel
<b>Version</b>	8.0.1	9.0	MS Access 3.05XP	2003
<b>Clients</b>	5	5	15	20
<b>Database Size</b>	4GB	2MB	30MB	4MB
<b>Records</b>	6,000	7,000	6,000	8,000

1. Please describe your approach to providing a replacement for this existing ad hoc provisioning system at SFO.
2. Please describe what inherent expertise you have as a vendor that makes your proposal to this specific problem superior to any other.
3. Please describe the business model on which the solution will be based and purchased by SFO.

**2.57 Telecommuting –Disaster Service Worker Support**

The Airport has a number of employees that require remote access on an occasional and regular basis. In addition, during a prolonged emergency (Bird Flu Pandemic), all employees can be designated by the Mayor of San Francisco as Disaster Service Workers (DSW). To support the economical use of telecommuting for Airport employees, please provide your discounted high speed (at a minimum DSL or higher) access rates for use by Airport-designated employees for “*airport business only*” use. This list is not expected to exceed 300 Airport employees during the term of the contract.

Please describe the offering and discount proposed:

Offering	Bandwidth Description	Street Price	Discount to SFO
1.			
2.			

**2.58 Future Services**

Telecommunications is a highly dynamic industry. Products and services come and go quickly. The Airport anticipates that services will become available after any contract is negotiated because of this RFP. As a result, the winning bidder will contractually be obligated to provide new, as-yet unnamed products and services to the Airport for a mutually agreed to price. To assist in the analysis of future services, the Proposer may use this section to describe their product roadmap(s) for future products and services. Should a non-disclosure form be required, please see the Appendix of this RFP.

**3. SUBMISSION REQUIREMENTS**

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

Proposals must be **received by 5:30 PM, on August 27, 2007**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or sent via US Mail to the following address:

By express service or hand delivered to:

John Payne  
 Information Technology & Telecommunications  
 Terminal 2, Room 355 (3<sup>rd</sup> Floor)

SFO Airport Telecommunication Services RFP

San Francisco International Airport  
San Francisco, CA 94128  
Ph: 650-821-4316  
Fax: 650-821-4329

Or, by **US Mail** to:

John Payne  
Information Technology & Telecommunications  
San Francisco International Airport  
PO Box 8097  
San Francisco, CA 94128

Proposers shall submit one (1) compact disk (CD) with index containing the proposal, one (1) original and four (4) hard copies of the proposal clearly marked "**Telecommunication Services**" to the above location.

Submit one (1) copy of the required HRC forms with your proposal. Please submit the forms in a separate, sealed envelope addressed to:

Preston Tom  
Human Rights Commission  
San Francisco International Airport  
P.O. Box 8097  
San Francisco, CA 94128  
650-821-7796

Proposals that are submitted by fax or electronic mail will not be accepted. Late submissions will not be considered.

**B. Format and Content of Proposals / Responses**

Firms interested in responding to this RFP must submit the following information, in the order specified below. Proposals that do not follow the specified format outlined below or which fail to include all required documentation, may be deemed non-responsive and may result in rejection of the proposal. While, a Proposer can submit as a prime with one or more subcontractors to fulfill the RFP requirements, the Proposer may subcontract up to only sixty percent (60%) of the Telecommunication Services. If the Proposer is not using his or her own employees to deliver a service or product, this must be identified in the response. All sub-contractors must be identified with the service / product they are delivering.

**1. Introduction and Executive Summary (up to 3 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.

**2. Proposed Services (up to 10 pages)**

The Proposer must provide a detailed description of the proposed services.

- a. Overall scope of services;

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- b. Training plan if necessary (if possible, Proposer should include an electronic sample of their training materials on the submittal CD)

### 3. Questions & Answers

- a. Cut and Paste the Questions and Format from Section 2 (Scope of Work). Be concise and to the point.

### 4. Firm Qualifications (up to 7 pages)

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

- a. Name, address, and telephone number of Proposer's primary RFP contact person;
- b. A brief description of Proposer's company, as well as how any joint venture or association would be structured; and
- c. A description of not more than four customers similar in size, and type, including, but not limited to airports, municipalities serviced by your firm. Include client name, reference and telephone numbers. Descriptions should be limited to one page for each project. If joint consultants or subcontractors are proposed, provide the above information for each.

### 5. References (up to 4 pages)

Provide a minimum of (3) references for the Proposer, lead project manager, and all subcontractors, including the name, address and telephone number of three or more recent clients (preferably other airports similar in size). Provide a minimum of (3) reference of completed projects, similar to the Scope of Work; including adherence to schedules, deadlines and budgets.

### Attachment A – System Reports (up to “as needed” pages)

The Proposer is to provide on CD a list of all standard system reports along with a brief description of each and is to provide selected generic examples of both detail and summary level reports of categories listed in the Scope of Work section. In addition, the Proposer should provide documentation (Database Model, File Layout, WSDL, etc.) of the system's business data and upon implementation, provide a mechanism for SFO ITT to extract or export the key business data out of the system, to enable future report generation needs of the commission. The default reports that come with the system do not replace this requirement.

Any changes to the report formats cannot occur without 60 days prior written notification to the Airport.

### 4. Evaluation and Selection Criteria

#### A. Minimum Qualifications

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Proposers must have a minimum of five (5) years recent experience delivering Telecommunication Services similar to those described within the Scope of Work. Sub-contractors must have a minimum of three (3) years recent experience delivering the Telecommunication Service similar to those described within the Scope of Work. A Proposer can submit as a prime with one or more subcontractors to fulfill the RFP requirements, but the Proposer may only subcontract up to sixty percent (60%) of the Telecommunication Services.

Proposers may be newly formed entities (e.g. limited liability companies, joint ventures, corporations) provided that the Airport is satisfied that the Proposer is qualified such that the corporation or other legal entity that is the Proposer or its managing members (e.g. LLC members, joint venture partners, corporation shareholders) meet the qualifications stated above.

Any proposal that does not demonstrate that the Proposer meets this minimum requirement by the proposal submittal deadline will be considered non-responsive and will not be considered for evaluation by the selection committee.

### **B. Evaluation and Selection Criteria**

The proposals will be evaluated by a selection committee comprised of SFO employees with expertise in telecommunications and information technology (Selection Panel). The Airport intends to evaluate the proposals in accordance with the criteria itemized below. Up to three (3) of the Proposers receiving the highest scores from the Selection Panel may be invited to an oral interview. The Airport retains the absolute discretion in deciding whether or not to conduct an oral interview. The Selection Panel will recommend to the Airport Commission the Proposer receiving the highest overall score and determined to be the highest responsive and responsible Proposer.

#### **1. Service Delivery, Support and Cost (60 points)**

- a. Understanding of the Scope Of Work, and the tasks contained therein;
- b. Technical capability to deliver services as described in Scope of Work;
- c. Local Maintenance and Support of services as described in Scope Of Work;
- d. Service Costs of services as described in Scope of Work.

#### **2. Experience and Qualifications of Proposer (30 points)**

- a. Expertise of the Proposer and subcontractors in the fields necessary to provide the services;
- b. Quality of completed projects;
- c. Experience with similar projects;
- d. Professional qualifications and education;
- e. Workload, staff assignment, availability and accessibility.

#### **3. References (10 points)**

- a. Results of reference checks.

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**4. Oral Interview (25 points)**

Following the evaluation of the written proposals, up to three (3) Proposers receiving the highest scores may be invited to describe and demonstrate its Telecommunication Services. The interview will consist of standard questions asked of each of the three (3) Proposers.

**5. RFP PROCESS**

**A. Pre-Proposal Conference**

Proposers are encouraged to attend, in person, a pre-proposal conference on **June 20, 2007 at 2:30PM**, to be held at **San Francisco International Airport, Terminal 2, 4<sup>th</sup> Floor Conference Room**. **Teleconference services will not be provided.** 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 6.B.

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the Airport Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after **August 22, 2007**.

**B. Schedule**

The anticipated schedule for selecting the Proposer is shown below:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	June 8, 2007
Pre-proposal conference	June 20, 2007
Proposals submittal deadline	August 27, 2007
Presentations by Proposers selected for demonstrations	(TBD, At the Airport's Option)
SFO Selection	Week of September 24, 2007

**C. Contract Term**

The term of the anticipated agreement will be five (5) years. The Commission will have two options to extend the term by one year, exercisable by the Commission in its sole and absolute discretion.

**D. Contract Award**



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The Commission will select a Proposer with whom Commission 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 negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Commission, in its sole discretion, may terminate negotiations with the highest ranked Proposer and begin contract negotiations with the next highest ranked Proposer.

Other departments of the City and County of San Francisco may utilize the results of this RFP to make awards, subject to available funding, for similar projects, for a period not to exceed five years from the certification date of the first contract resulting from the RFP.

### **6. 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 Commission, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Commission promptly after discovery, but in no event later than five business days before the deadline for submittal of proposals. Modifications and clarifications will be made by addenda as provided below.

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

Inquiries regarding the RFP, notice of errors or omissions, objections to RFP terms, and all notifications of an intent to request written modification or clarification of the RFP, must be directed via email to:

[TELECOM.RFP@flysfo.com](mailto:TELECOM.RFP@flysfo.com)

The Airport will provide a best effort to post all answers and responses on the Web Site within three (3) business days.

#### **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 more than ten (10) calendar days after the RFP is issued, provide written notice to the Airport Commission 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. Addenda to RFP**

The Commission may modify the RFP, before the proposal submittal deadline, by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each Proposer listed with the Commission as having received a copy of the RFP for proposal purposes. The Commission will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Commission prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer call the Commission before submitting its proposal to determine if the Proposer has received all addenda.

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### **E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the submittal deadline and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### **F. Revision of Proposal**

A Proposer may revise a proposal on the Proposer's own initiative at any time before the proposals submittal. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the submittal deadline.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the submittal deadline for any Proposer.

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

### **G. Errors and Omissions in Proposal**

Failure by the Commission 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 Proposer in responding to this RFP. The proposals 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:

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- 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 proposer approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the proposer. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a proposer to propose that the proposer 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:

- a) 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.
- b) 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.
- c) 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), Proposers' bids, responses to RFPs and all other records of communications between the City and persons or Proposers 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**

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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 proposals submittal deadline, 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 Disadvantaged Business Enterprise Goals**

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

#### 1. Chapter 14B. Requirements

- a. **LBE Subconsultant Participation Goals - Not Applicable – waiver granted by HRC Director**
- b. **LBE Participation and Rating Discounts**

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any proposers who are certified by HRC as a 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 HRC at (415) 252-2500. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- (1) A 10% discount to an LBE; or a joint venture between or among LBEs; or
- (2) A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- (3) A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- (4) A 10% discount to a certified non-profit entity.

If applying for a rating discount 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 proposal, 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.

**c. HRC Forms to be Submitted with Proposal**

- (1) All proposals submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: , 1) HRC Non-Discrimination Affidavit, Form 3; 2) HRC Joint Venture Form 4 (if applicable), and 3) HRC Employment Form 5. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.
- (2) Please submit only one copy of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled HRC Forms to the attention of:

San Francisco Human Rights Commission  
Preston Tom, Contract Compliance Officer

If you have any questions concerning the HRC Forms, you may call Preston Tom, the Human Rights Commission, Contract Compliance Officer for the Airport Commission at (650) 821-7796 or via email at [Preston.Tom@flysfso.com](mailto:Preston.Tom@flysfso.com).

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

Proposers are urged to pay special attention to the requirements of the Minimum Compensation Ordinance (§43.0 in the Agreement), the Health Care Accountability Ordinance (§44 in the Agreement), and the First Source Hiring Program (§45 in the Agreement), as set forth in paragraphs B, C and D below.

**B. 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 Proposers to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43.

Note that the gross hourly compensation for covered employees for For-Profit entities is \$10.77 beginning January 1, 2005.

The MCO rate for non-profit corporations and government entities shall remain at \$9.00.

Additional information regarding the MCO is available on the web at <http://www.sfgov.org/oca/lwlh.htm>.

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

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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. Proposers 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 <http://www.sfgov.org/oca/lwlh.htm>.

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

If the contract is for more than \$50,000, the successful Proposer will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in S.F. Administrative Code Chapter 83. Generally, this ordinance requires Proposers 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.

Proposers 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 [www.sfgov.org/moed/fshp.htm](http://www.sfgov.org/moed/fshp.htm).

### **E. Airport Intellectual Property**

Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All Proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

### **F. Labor Peace/Card Check Rule**

Without limiting the generality of other provisions herein requiring Proposer to comply with all Airport Rules, Proposer shall comply with the Airport's Labor Peace/Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace/Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace Card Check Rule, Proposer shall, among other actions: (a) Enter into a Labor Peace/Card Check Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his/her designee, within thirty (30) days after the Labor Peace/Card Check Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Proposer shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Director or his/her designee ("registered labor organization"), that Proposer is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Proposer shall provide notice to all registered labor organizations that Proposer is seeking to enter into such Subcontract; and (d) Proposer shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Proposer shall have violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him/her.

## **8. PROTEST PROCEDURES**

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

Within five (5) business days of the City's issuance of a notice of non-responsiveness, any Proposer 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 to City. 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 Contract Award**

Within five (5) business days of the City's issuance of a notice of intent to award the contract, any Proposer 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 five (5) business 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.

**C. Delivery of Protests**

All protests must be received by the deadlines set forth in this Section 8. If a protest is mailed, the protestor bears the risk of non-delivery within the time frames specified herein. Protests should be received in writing via US mail or 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:

**By express service, or hand delivered to:**

John Payne  
Information Technology & Telecommunications  
Terminal 2, Room 355 (3<sup>rd</sup> Floor)  
San Francisco International Airport  
San Francisco, CA 94128  
Ph: 650-821-4316  
Fax: 650-821-4329

**Or, by US Mail to:**

John Payne  
Information Technology & Telecommunications  
San Francisco International Airport  
P.O. Box 8097  
San Francisco, CA 94128

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**APPENDIX A  
HRC Forms**

Item	Form Name and Internet Location	Description	Return the Form to; For more information
1.	<p>Interim HRC Attachment 2 -- Requirements for Professional Services Contracts</p> <p><i><a href="http://www.sfgov.org/site/uploadedfiles/sfhumanrights/dbe/HRC%20Attach%202%20AEPS%200107.doc">http://www.sfgov.org/site/uploadedfiles/sfhumanrights/dbe/HRC%20Attach%202%20AEPS%200107.doc</a></i></p>	<p>A. To be eligible for award of this contract, each Proposer must agree to comply with the following requirements authorized by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B (where applicable), and their implementing Rules and Regulations.</p> <p>B. Chapters 12B and 14B of the San Francisco Administrative Code and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any Proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing rules and regulations are available on the HRC website at <a href="http://www.sfhrc.org">www.sfhrc.org</a>.</p>	<p>Preston Tom Human Rights Commission San Francisco International Airport P.O. Box 8097 San Francisco, CA 94128 650-821-7796</p>



**APPENDIX B**  
**Standard Forms**

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

Before the City can award any contract to a proposer, that proposer must file four standard City forms (items 1-4 on the chart). Because many proposers have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a proposer cannot get the documents off the Internet, the proposer should call (415) 554-6248 or e-mail Purchasing ([purchasing@sfgov.org](mailto:purchasing@sfgov.org)) and Purchasing will fax, mail or e-mail them to the proposer.

If a proposer has already filled out items 1-3 (See note under item 3.) on the chart, **the proposer should not do so again unless the proposer's answers have changed.** The Proposer should make an affirmative statement that the Controller has all or part of the forms. To find out whether these forms have been submitted, the proposer should call Purchasing at (415) 554-6702.

If a proposer would like to apply to be certified as a disadvantaged business enterprise, it must submit item 5. To find out about item 5 and certification, the proposer should call Human Rights Commission at (415) 252-2500.

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
1.	Request for Taxpayer Identification Number and Certification  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>  <a href="http://www.irs.gov/pub/irs-fill/fw9.pdf">http://www.irs.gov/pub/irs-fill/fw9.pdf</a>	W-9	The City needs the proposer's taxpayer ID number on this form. If a proposer has already done business with the City, this form is not necessary because the City already has the number.	Office of Contract Admin. Purchasing Division City Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6702
2.	Business Tax Declaration  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>	P-25	All proposers must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Office of Contract Admin. Purchasing Division City Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6718

Item	Form Name and Internet Location	Form Number	Description	Return the Form to For more information
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a> - In Vendor Profile Application	HRC-12B-101	Proposers tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the proposer's answers on this form. (Note: Contract-to-Contract Compliance status vendor must fill out this form each time contracting with the City.)	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500
4.	DBE Ordinance Compliance Declaration: <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>	HRC Form 3	The City's Disadvantaged Business Enterprise Utilization Ordinance requires all proposers to sign this form, stating that they will abide by the Ordinance, Chapter 14A of the Administrative Code.	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500
5.	Disadvantaged Business Enterprise Application  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a> - In Vendor Profile Application	Schedule D	Disadvantage businesses complete this form to be certified by HRC as DBEs. Certified DBEs receive a bid discount pursuant to Chapter 14A when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500

**Where the forms are on the Internet**

**Office of Contract Administration**

Homepage: <http://www.sfgov.org/oca/>

Purchasing forms: <http://www.sfgov.org/oca/purchasing/forms.htm>

**Human Rights Commission**

Search for HRC forms under HRC Homepage: [http://www.sfgov.org/site/sfhumanrights\\_index.as](http://www.sfgov.org/site/sfhumanrights_index.as)

APPENDIX C

City and County of San Francisco  
Airport Commission  
P.O. Box 8097  
San Francisco, California 94128

Agreement between the City and County of San Francisco and

Contract No.

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007,, in the City and County of San Francisco, State of California, by and between: \_\_\_\_\_, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "Commission".

RECITALS

WHEREAS, Commission wishes to [insert short description of services required]; and,

WHEREAS, Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

WHEREAS, a Request for Proposal ("RFP") was issued on \_\_\_\_\_ and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Commission awarded this contract to Contractor on \_\_\_\_\_, pursuant to Resolution No. \_\_\_\_\_; and

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

Now, THEREFORE, the parties agree as follows:

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If

funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

**2. Term of the Agreement**

Subject to Section 1, the term of this Agreement shall be from [insert beginning date] to [insert termination date].

**3. Effective Date of Agreement**

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

**4. Services Contractor Agrees to Perform**

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

**5. Compensation**

Compensation shall be made in monthly payments on or before the \_\_\_\_\_ day of each month for work, as set forth in Section 4 of this Agreement, that the Airport Director or designee, in his or her sole discretion, concludes has been performed as of the \_\_\_\_\_ day of the immediately preceding month. In no event shall the amount of this Agreement exceed \_\_\_\_\_. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by \_\_\_\_\_ as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments. The Controller is not authorized to pay invoices submitted by Contractor before Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

## **6. Guaranteed Maximum Costs**

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

## **7. Payment; Invoice Format**

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

## **8. Submitting False Claims; Monetary Penalties**

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

## **9. Taxes**

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

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

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

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

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

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

## **10. Payment Does Not Imply Acceptance of Work**

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

## **11. Qualified Personnel**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those

assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

## **12. Responsibility for Equipment**

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

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

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

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's

total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

**14. Insurance. (Please note, the Airport will provide the Contractor with the types and amounts of insurance required. The following is only an example.)**

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

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

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

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

**(4) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.**

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

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

**(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.**

c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverage's or cancellation of coverage's for any reason. Notices shall be sent to the following address:

**[insert name, address and title of department contact person ]**

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



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

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

g. Before commencing any operations under this Agreement, Contractor shall do the following: (a) furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverage's set forth above, and (b) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

[If the Contractor is going to use a subcontractor to perform the job under the Agreement, include the following language (Subsection i) in the Agreement.]

i. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

## **15. Indemnification**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if

the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

#### **16. Incidental and Consequential Damages**

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

#### **17. Liability of City**

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

#### **18. Liquidated Damages**

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \_\_\_\_\_] per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by City.

#### **20. Default; Remedies**

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

- (1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

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

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

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

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

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

## **20. Termination for Convenience**

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

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a

result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

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

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

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

**credited to City, and any other appropriate credits to City against the cost of the services or other work.**

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

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

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

## **21. Rights and Duties Upon Termination or Expiration**

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

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

## **22. Conflict of Interest**

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

### **23. Proprietary or Confidential Information of City**

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

### **24. Notices to the Parties**

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

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

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

Any notice of default must be sent by registered mail.

### **26. Ownership of Results**

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

### **27. Works for Hire**

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

### **28. Audit and Inspection of Records**

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement.

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

## **28. Subcontracting**

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

## **29. Assignment**

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

## **30. Non-Waiver of Rights**

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

## **31. Earned Income Credit (EIC) Forms**

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently

pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

### **32. Local Business Enterprise Utilization; Liquidated Damages**

#### **a. The LBE Ordinance**

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

#### **b. Compliance and Enforcement**

##### **1. Enforcement**

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.



Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

[If the contract will involve the use of subcontracts, include subparagraphs 2., 3. and 4.:]

## 2. Subcontracting Goals

Not Applicable – waiver granted by San Francisco Human Rights Commission (HRC) Director.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

## 3. Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

## 4. Payment of Subcontractors

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

### 33. Nondiscrimination; Penalties

#### a. Contractor Shall Not Discriminate

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

#### b. Subcontracts

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

#### c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

#### d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

#### e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each

calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**34. MacBride Principles—Northern Ireland**

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

**35. Tropical Hardwood and Virgin Redwood Ban**

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

**36. Drug-Free Workplace Policy**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

**37. Resource Conservation**

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

**38. Compliance with Americans with Disabilities Act**

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

**39. Sunshine Ordinance**

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or

organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

#### **40. Public Access to Meetings and Records**

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

#### **41. Limitations on Contributions**

Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

#### **42. Requiring Minimum Compensation for Covered Employees**

Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

a. For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Agreement, Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of \$10.77 an hour beginning January 1, 2005 and for the remainder of the term of this

Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of \$9 an hour for the term of this Agreement.

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

c. Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The City, acting through the Contracting Department, shall determine whether such a breach has occurred.

d. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

(1) The right to charge Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;

(2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to Contractor under this Agreement;

(3) The right to terminate this Agreement in whole or in part;

(4) In the event of a breach by Contractor of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and

(5) The right to bar Contractor from entering into future contracts with the City for three years.

Each of the rights provided in this Subsection (d) shall be exercisable individually or in combination with any other rights or remedies available to the City. Any amounts realized by the City pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

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

f. Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in

compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.

g. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO, including reports on subcontractors.

h. The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five (5) business days to respond.

i. The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.

j. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Contractor shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

k. Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue the following remedies in the event of a breach by Contractor of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Contractor of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against Contractor arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. Contractor also understands that the MCO provides that if Contractor prevails in any such action, Contractor may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's

action was frivolous, vexatious or otherwise an act of bad faith.

1. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

#### **43. Requiring Health Benefits for Covered Employees**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **44. First Source Hiring Program**

##### **a. Incorporation of Administrative Code Provisions by Reference**

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



b. First Source Hiring Agreement.

(1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time;

(2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers;

(3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

c. Hiring Decisions.

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

d. Exceptions

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

e. Liquidated Damages

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

f. Subcontracts

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

**45. Prohibition on Political Activity with City Funds**

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

#### **46. Preservative-treated Wood Containing Arsenic**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

#### **47. Food Service Waste Reduction**

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Lease as though fully set forth. This provision is a material term of this Lease. By entering into this Lease, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Lease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

#### **48. Modification of Agreement**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. [Contractor shall cooperate with Department to submit to the Director of HRC any amendment,

modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

**49. Agreement Made in California; Venue**

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

**50. Construction**

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

**51. Entire Agreement**

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

**52. Compliance with Laws**

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

**53. Services Provided by Attorneys**

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

**54. Severability**

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**55. Nondisclosure of Private Information**

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private

Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

## **56. Graffiti Removal**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked,

etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

#### **57. Airport Intellectual Property**

Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

#### **58. Labor Peace / Card Check Rule**

Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace/Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No.00-0049 (the "Labor Peace/Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his/her designee, within thirty (30) days after the Labor Peace/Card Check Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Director or his/her designee ("registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor/Peace/Card Check Rule. If Airport Director determines that Contractor shall have violated the Labor/Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition exercising all other remedies available to him / her.

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

CITY  
AIRPORT COMMISSION  
CITY AND COUNTY OF  
SAN FRANCISCO

CONTRACTOR

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

By: \_\_\_\_\_  
John L. Martin, Airport Director

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

Attest:

\_\_\_\_\_  
Jean Caramatti, Secretary  
Airport Commission

\_\_\_\_\_  
Authorized Signature

Resolution No: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Adopted on: \_\_\_\_\_

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Company Name

Dennis J. Herrera  
City Attorney

\_\_\_\_\_  
**CITY VENDOR NUMBER**

By \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Federal Employer ID Number



## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (NDA) is entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Discloser") and the City and County of San Francisco, acting by and through its Airport Commission, a municipal corporation, a property owner with property located at the San Francisco International Airport ("Airport" or "Recipient").

The Parties agree as follows:

1. **CONFIDENTIAL INFORMATION.** The Parties plan to discuss and exchange certain confidential information regarding \_\_\_\_\_ (the "Subject"). To facilitate discussions, meetings and the conduct of business between the Parties with respect to the Subject, it may be necessary for [Company Name] to disclose to the Airport certain technical, proprietary, or confidential material or material subject to applicable laws regarding secrecy of communications or trade secrets. The Parties intend that the furnishing of Confidential Information to the Airport will not render such information subject to public disclosure.

The Confidential Information furnished by [Company Name] consists of the following:

**[List documents, programs, software or other proprietary products or information that the Airport will not disclose. Note that confidential information CANNOT INCLUDE correspondence between the Airport and the vendor, any contract or written agreement with the vendor, or any bids, quotations or proposals from the vendor. Deliverables in the form of reports, specifications and designs may or may not qualify as confidential information. Consult with the City Attorney to determine the applicable scope of the nondisclosure commitment.]**

2. **TERM.** The term of this NDA shall be from \_\_\_\_\_ to \_\_\_\_\_. This NDA shall apply to all Confidential Information relating to the Subject disclosed by [Company Name] to Recipient under this Agreement which is listed in Section 1 and designated as Confidential Information by Discloser, in writing, at the time it is furnished to Recipient. The duty to keep the Information confidential shall continue beyond the term of this Agreement. At the completion of the term of this Agreement, except as otherwise provided in this Agreement, all Confidential Information in tangible form shall be returned to [Company Name].
3. **USE OF CONFIDENTIAL INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's





business discussions with Discloser and will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need

to know. Recipient agrees to use reasonable care, but in no event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure, publication and dissemination of Confidential Information. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Discloser. Recipient may disclose Confidential Information if required by any judicial or governmental order, provided that Recipient takes reasonable steps to first give Discloser sufficient prior notice to contest such order.

4. **INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Airport with respect to information which (a) was in Airport's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is disclosed by Airport with Discloser's prior written approval or (f) is developed by Airport without reference to Confidential Information disclosed hereunder.
  
3. **ADDITIONAL TERMS.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.  
Recipient represents and warrants it has the requisite power and authority to enter into this Agreement.  
This Agreement shall benefit and be binding upon the Parties hereto and their respective subsidiaries, affiliates, successors and assigns.  
This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.
  
6. **COMPLIANCE WITH PUBLIC DISCLOSURE LAWS.** Notwithstanding anything to the contrary herein, if and to the extent any Confidential Information may be subject to disclosure by Recipient pursuant to federal, state, or local law, including the California Public Records Act or the San Francisco Sunshine Ordinance, or a court order, Recipient may disclose such Confidential Information to the extent required thereby, and such disclosure shall not be deemed a violation of this Agreement. In the event Recipient receives a request or court order covering the Confidential Information, Recipient shall give five (5) days notice to Discloser prior to disclosing such Confidential Information where possible and will make reasonable efforts to notify Discloser in advance if Recipient determines that it must disclose any information provided pursuant to this Nondisclosure Agreement and which Discloser has identified as confidential, proprietary, trade secret, or otherwise protected from disclosure. In the event



Recipient receives a request for disclosure of such information, Recipient shall inform Discloser either that the Airport will refuse to disclose the protected information or, if there is no proper basis for such refusal, that Recipient intends to disclose the information unless ordered otherwise by a court.

Nothing herein shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law. Recipient's obligations under this Section are limited to proprietary, trade secret or otherwise protected information that is provided to Recipient pursuant to this NDA and identified on the face of each page of the document as proprietary, trade secret or otherwise protected from disclosure.

CITY AND COUNTY OF  
SAN FRANCISCO ACTING  
BY AND THROUGH ITS  
AIRPORT COMMISSION

[COMPANY NAME]

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

Dennis J. Herrera  
City Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

By \_\_\_\_\_