

## RFP for Web Content Management (WCM) Cloud Solution

### II. Scope of Work

The chosen Respondent will deliver a Drupal WCM cloud-based solution including setup and ongoing support. Following is a high level list of services that the chosen Respondent will be expected to deliver. The attached Appendix D Worksheet 2 includes the detailed Scope of Work and requirements. The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

**1. Setup WCM Managed cloud solution** – This consists in setting up and delivering a multi-tier, secure, highly available cloud environment that will host CCSF web sites. This cloud solution will be optimized for a Drupal WCM environment and be scalable to support the CCSF's growing needs. The detailed list of requirements (including required cloud sizing, performance, components, etc.) for setting up the WCM managed cloud solution are provided in **Appendix D Worksheet 2 section 1** which Respondents are required to complete as part of their proposal response. CCSF expects selected vendor to complete this phase within 1 month of project's start.

**2. Setup Drupal WCM solution** – This consists in setting up and delivering a hybrid WCM solution that can accommodate 2 flavors of the Drupal WCM solution: a) one based on Drupal core distribution to support new CCSF web sites; b) the other based on the Drupal Open Public distribution to support legacy Drupal web sites. The detailed list of requirements for setting up the Drupal WCM solution are provided in **Appendix D Worksheet 2 section 2** which Respondents are required to complete as part of their proposal response. CCSF expects selected vendor to complete this phase within 2 months of project's start and will require that initial payments be tied to the completion of the setup of both the WCM Managed cloud solution and the Drupal WCM solution according to the requirements laid out in Appendix D Worksheet 2 sections 1 and 2.

**3. Support WCM Managed cloud solution** – This consists in providing ongoing (24x7x365) support, including hosting and ongoing support for CCSF web sites hosted in the WCM cloud environment. The attached Service Level Agreement outlines the level of service expected by CCSF. In addition, the detailed list of requirements for supporting the WCM cloud solution are provided in **Appendix D Worksheet 2 section 3** which Respondents are required to complete as part of their proposal response.

**4. Support Drupal WCM solution** – This consists in providing ongoing support for the Drupal-based software solution including maintenance and support of CCSF agency web sites during CCSF's business hours. The attached Service Level Agreement outlines the level of service expected by CCSF. In addition, the detailed list of requirements for supporting the Drupal WCM software solution are provided in **Appendix D Worksheet 2 section 4** which Respondents are required to complete as part of their proposal response.

Note that CCSF prefers a Drupal-based solution because of the existing investment on Drupal-based websites but we are open to considering responses that propose a WCM solution other than Drupal. The proposer would have to clearly outline the benefits and risks of adopting an alternative solution. It would also have to provide a separate detailed cost breakdown of the additional expenses it would incur migrating existing Drupal-based City web sites to a different software platform.

## RFP for Web Content Management (WCM) Cloud Solution

### III. Submission Requirements

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

Proposals must be received by 2:00 p.m., on **February 20, 2015**. Postmarks will not be considered in judging the timeliness of submissions. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

Proposers must submit their proposals in both soft and hard copy as follows:

1. Submit soft copy of entire submission and required CMD forms via email at the following email address: [dtcontracts@sfgov.org](mailto:dtcontracts@sfgov.org)
2. Submit 5 copies of the proposal and 2 copies, separately bound, of required CMD Forms in a sealed envelope clearly marked **Web Content Management (WCM) Cloud solution** as follows to the following location.

Web Content Management (WCM) Cloud Solution Proposal  
ATTN: Ms. Fan-Wa Wong  
Department of Technology  
City and County of San Francisco  
1 South Van Ness – 2<sup>nd</sup> Floor  
San Francisco, CA 94103

3. Questions regarding this RFP must be sent via email to the following email address no later than 2:00 pm PST on **January 20, 2015**: [dtcontracts@sfgov.org](mailto:dtcontracts@sfgov.org)

#### B. Format

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

Please include a Table of Contents in your proposal and submit both hard copy and an electronic version of the proposal.

#### C. Content

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

##### 1. Introduction and Executive Summary

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.

## RFP for Web Content Management (WCM) Cloud Solution

### 2. Qualifications

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

- a. Name, address, and telephone number of a contact person;
- b. A brief description of your firm including years of experience providing similar services for both WCM Managed cloud solution and Drupal WCM solution delivery. Explain, as well as how any joint venture or association would be structured;
- c. A description of 3 WCM Managed cloud solution projects similar in size and scope delivered by your firm including client, reference and telephone numbers, budget, schedule and project summary. Descriptions should be limited to one page for each project;
- d. A description of 3 Drupal WCM solution projects similar in size and scope delivered by your firm including client, reference and telephone numbers, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or subconsultants are proposed provide the above information for each.
- e. Provide a list identifying: (1) each key person on the project team, (2) the overall project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- f. Provide a description of the experience and qualifications of the project team members, including brief resumes as outlined in Appendix D Worksheet 2.
- g. Provide at least 4 relevant references for the lead consulting firm and all subconsultants, including the name, address and telephone number recent clients (preferably other public agencies).
- h. Complete attached **Appendix D Worksheet 1 Part A** to provide a summary of your qualifications and experience in delivering similar services and solutions.

### 3. WCM Solution Setup Services

Describe the services and activities that your firm proposes to provide to the City. Confirm your firm will deliver all setup requirements that are part of the scope of work by filling out the attached Appendix D Worksheet 2 (simply state "YES" in column C if your firm fully meets the City's requirement; state "NO" in column D if your firm does not meet requirement; Use column E attaching a related addendum to explain if and how a requirement will only be partially met). To be specific:

- a. **Setup WCM Managed cloud solution.** Confirm your firm will deliver all WCM managed cloud solution requirements by completing **Appendix D Worksheet 2 Section 1**. Attach the related logical and physical **cloud architecture diagrams**.
- b. **Setup Drupal WCM solution software.** Confirm your firm will deliver all Drupal WCM software solution requirements by completing **Appendix D Worksheet 2 Section 2**. Attach the related **Drupal WCM architecture diagram**.

## RFP for Web Content Management (WCM) Cloud Solution

c. Provide **project schedule** identifying for each work task, duration (in terms of days of effort), and resource and task ownership. Your firm needs to demonstrate ability to complete the setup of the cloud solution and Drupal software within the City's required time frame of 3 months max.

### 4. WCM Solution Support Services

Describe the services and activities that your firm proposes to provide to the City. Confirm your firm will deliver all support requirements that are part of the scope of work by filling out the attached Appendix D Worksheet 2 (simply state "YES" in column C if your firm fully meets the City's requirement; state "NO" in column D if your firm does not meet requirement; Use column E attaching a related addendum to explain if and how a requirement will only be partially met). To be specific:

a. **Support WCM Managed cloud solution.** Confirm your firm will deliver all WCM managed cloud support requirements by completing **Appendix D Worksheet 2 Section 3**. Attach the related **resumes of key individuals** that will be providing full ongoing support of cloud solution.

b. **Support Drupal WCM solution software.** Confirm your firm will deliver all Drupal WCM software solution requirements by completing **Appendix D Worksheet 2 Section 4**. Attach the related **resumes of key individuals** that will be providing full ongoing support of the Drupal WCM software solution.

### 5. Fee Proposal

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

Please provide a fee proposal in a sealed envelope that includes the following:

a. Provide total one-time cost to setup the WCM managed cloud solution that satisfies all City's requirements.

b. Provide total one-time cost to setup the Drupal WCM solution that satisfies all City's requirements.

c. Provide annual cost of WCM managed cloud hosting and support to satisfy all City's requirements.

d. Provide annual cost of Drupal WCM software support to satisfy all City's requirements.

e. Provide hourly rate for Drupal engineer if the City decides to obtain custom website development services outside the scope of this request.

f. Provide summary of costs in the attached **Appendix D Worksheet 1 Part D**.

RFP for Web Content Management (WCM) Cloud Solution

**IV. Evaluation and Selection Criteria**

PHASE	Evaluation Description	Criteria	Total Points
Phase One	Minimum Qualification	Pass/Fail	N/A
Phase Two	Evaluation of Written Proposals	Qualifications (20 points) Quality of Solution ( 25 points) Quality of Support ( 25 points) Fees (30 points)	100 points
Phase Three	Oral Interview of ONLY the top 3 ranking firms)	Standard questions	100 points
Final Ranking		Combine scores from Phase 2 and Phase 3 to determine final scores of the top 3 firms	200 points

**A. Phase One: Evaluation of Minimum Qualifications on a Pass/Fail basis**

Respondent(s) must demonstrate the following minimum qualifications by completing the **Appendix F Minimum Qualifications Worksheet**:

1. Have at least 3 years of experience delivering WCM managed cloud setup and support services.
2. Have at least 3 years of experience delivering Drupal WCM software setup and support services
3. Have at least 3 customers currently using similar WCM cloud hosting services.
4. Have completed at least 3 similar Drupal WCM solution implementation projects.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract. City reserves the right to ask for additional materials from proposers in the determination of whether minimum qualification is met.

**B. Phase Two: Evaluation of Written Proposal based on the following Selection Criteria**

The proposals will be evaluated by a selection committee comprised of parties with expertise in a variety of services and/or technology areas. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. The **top 3 firms** with the highest scoring proposals will be interviewed by the committee to make the final selection.

## RFP for Web Content Management (WCM) Cloud Solution

### 1. Qualifications (20 points)

- a. Experience delivering WCM Managed cloud solutions and quality of recently completed projects.
- b. Experience delivering Drupal WCM software solutions and quality of recently completed projects.
- c. Experience and expertise of key staff and project manager responsible for setup of the WCM solution.
- d. Experience and expertise of key staff responsible for delivering ongoing support for WCM solution.

### 2. Quality of Solution (25 points)

- a. Ability to fully meet City's requirements to setup WCM Managed cloud solution as lay out in the Scope of Work Appendix D Worksheet 2 Section 1.
- b. Ability to fully meet City's requirements to setup Drupal WCM software solution as lay out in the Scope of Work Appendix D Worksheet 2 Section 2.
- c. Overall quality of presentation, completeness, accuracy and understanding of the project and the setup tasks to be performed.
- d. Overall quality of solution and reasonableness of project schedule.

### 3. Quality of Support (25 points)

- a. Ability to fully meet City's requirements to support WCM Managed cloud solution as lay out in the Scope of Work Appendix D Worksheet 2 Section 3.
- b. Ability to fully meet City's requirements to setup Drupal WCM software solution as lay out in the Scope of Work Appendix D Worksheet 2 Section 4.
- c. Overall quality of presentation, completeness, accuracy and understanding of the project and the support tasks to be performed.
- d. Overall quality of support services and resources.

### 4. Fees (30 points)

The most favorable fee proposal to the City is the lowest fee proposed so the lowest fee will receive the total number of points assigned to the fee evaluation criterion. The other fee proposals will be scored by dividing the amount of the lowest fee by the fee proposal being scored and multiplying the result by the total number of points assigned to the fee evaluation criterion. (For example under this formula, the proposer who offers the lowest fee proposal of \$10,000 receives all 30 points. The next lowest proposal that offers \$15,000 receives a score of 20 points (\$10,000 divided by \$15,000, multiplied by 30 points). Points will be assigned in each of the following cost categories.

- a. Total one-time cost to setup the WCM managed cloud solution that satisfies all City's requirements.

## RFP for Web Content Management (WCM) Cloud Solution

- b. Total one-time cost to setup the Drupal WCM solution that satisfies all City's requirements.
- c. Annual cost of WCM managed cloud hosting and support to satisfy all City's requirements.
- d. Annual cost of Drupal WCM software support to satisfy all City's requirements.
- e. Hourly rate for Drupal engineer if the City decides to obtain custom website development services outside the scope of this request.

### **C. Phase Three: Oral Interview by the Selection Panel**

Following the evaluation of the written proposals, only the proposers receiving the top three (3) highest scores will be invited to an oral interview. The interview will consist of standard questions asked of each of the proposers in the short list. Interviews will be worth up to 100 points. Points awarded for interviews will be combined with the points awarded during the written proposal evaluation process to determine the final scores of the top three firms.

Note that the successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services and Service Level Agreement, attached hereto as Appendix C and Appendix E.

## RFP for Web Content Management (WCM) Cloud Solution

### V. Pre-proposal conference and Contract award

#### A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on **January 21, 2015 at 10 a.m.** to be held at **the Department of Technology, 1 South Van Ness, 2<sup>nd</sup> floor, San Francisco 94103**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

#### B. Contract Award

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



## VI. Terms and Conditions for Receipt of Proposals

### A. Errors and Omissions in RFP

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

### B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed in writing to the Department of Technology via email at the following email address: [dtcontracts@sfgov.org](mailto:dtcontracts@sfgov.org)

### 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 calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### D. Change Notices

At its discretion, CCSF may modify the RFP, prior to the proposal due date, by issuing Bid Addendum(s), which will be posted on the Bids website (<http://mission.sfgov.org/ocabidpublication>). The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s).

### E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

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

## RFP for Web Content Management (WCM) Cloud Solution

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

### **G. Errors and Omissions in Proposal**

Failure by CCSF 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**

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

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

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

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

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

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

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

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

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.

## RFP for Web Content Management (WCM) Cloud Solution

2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.

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

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

### **J. Sunshine Ordinance**

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

### **K. Public Access to Meetings and Records**

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

### **L. Reservations of Rights by the City**

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;

RFP for Web Content Management (WCM) Cloud Solution

- 5. Procure any materials, equipment or services specified in this RFP by any other means; or
- 6. Determine that no project will be pursued.

**M. No Waiver**

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

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

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

**1. LBE Subconsultant Participation Goals**

The LBE sub-consulting goal for this project is hereby waived by the Contract Monitoring Division.

**2. LBE Participation**

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 CMD 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 CMD at (415)581-2310. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

a. A 10% bid discount shall be applied to Small LBEs and Micro-LBEs bidding as primes; or

b. A 2% bid discount will be applied to an SBA-LBE, except that the 2% discount shall not be applied at any stage if it would adversely affect a Small LBE or Micro-LBE bidder.

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.

RFP for Web Content Management (WCM) Cloud Solution

**3. CMD Forms to be Submitted with Proposal**

a. All Proposers must submit the following forms:

Form 3 CMD Non-discrimination Affidavit

However, if you are a CMD-certified LBE applying for the LBE rating bonus, you must submit the following forms:

Form 2A CMD Contract Participation form  
Form 3 CMD Non-discrimination Affidavit  
Form 4 Joint Venture Participation Schedule, if applicable  
Form 5 CMD Employment form

b. Please submit only two copies of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled CMD Forms.

If you have any questions concerning the CMD Forms, you may call Lupe Arreola, the Contract Monitoring Division Contract Compliance Officer for the Department of Technology at 415-581-2306 or [Lupe.Arreola@sfgov.org](mailto:Lupe.Arreola@sfgov.org)

## VII. Contract Requirements

### A. Standard Contract Provisions

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

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§34 **"Nondiscrimination; Penalties"** in the Agreement); the Minimum Compensation Ordinance (§43 **"Requiring Minimum Compensation for Covered Employee"** in the Agreement); the Health Care Accountability Ordinance (§44 **"Requiring Health Benefits for Covered Employees"** in the Agreement); the First Source Hiring Program (§45 **"First Source Hiring Program"** in the Agreement); and applicable conflict of interest laws (§23 **"Conflict of Interest"** in the Agreement), as set forth in paragraphs B, C, D, E and F below.

### B. Nondiscrimination in Contracts and Benefits

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

### C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 **"Requiring Minimum Compensation for Covered Employee" in the Agreement.**

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

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

## RFP for Web Content Management (WCM) Cloud Solution

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

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

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

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

### **F. Conflicts of Interest**

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

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

## VIII. Protest Procedures

### A. Protest of Non-Responsiveness Determination

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

### B. Protest of Contract Award

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

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

### C. Delivery of Protests

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

Web Content Management (WCM) Cloud Solution Proposal  
ATTN: Fan-Wa Wong  
Department of Technology  
City and County of San Francisco  
1 South Van Ness – 2<sup>nd</sup> Floor  
San Francisco, CA 94103  
[dtcontracts@sfgov.org](mailto:dtcontracts@sfgov.org)



RFP for Web Content Management (WCM) Cloud Solution

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 contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors 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 contractor cannot get the documents off the Internet, the contractor 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 contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Contract Monitoring Division at (415)581-2310.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification  <a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a>  <a href="http://www.irs.gov/pub/irs-fill/fw9.pdf">www.irs.gov/pub/irs-fill/fw9.pdf</a>	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702
2.	Business Tax Declaration  <a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a>	P-25	All contractors 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	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits	CMD-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and	Contract Monitoring Division 30 Van Ness, #200 San Francisco, CA 94102-6059

RFP for Web Content Management (WCM) Cloud Solution

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	<a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a> In Vendor Profile Application		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 answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	(415) 581-2310
4.	CMD LBE Certification Application <a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a> In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Unit 30 Van Ness, #200 San Francisco, CA 94102-6059 (415) 581-2310

**Where the forms are on the Internet**

**Office of Contract Administration**

Homepage: [www.sfgov.org/oca/](http://www.sfgov.org/oca/)  
 Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

**Contract Monitoring Division**

CMD's homepage: <http://www.sfgsa.org/index.aspx?page=6058>  
 Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>  
 LBE certification form: <http://sfgsa.org/index.aspx?page=5364#Section%20V>

**Modification**  
**Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 4059 13/14)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Sexual Reassignment Surgery

Funding Source: <u>General Fund</u>	
PSC Original Approved Amount: <u>\$250,000</u>	PSC Original Approved Duration: <u>01/01/14 - 12/31/14 (52 weeks)</u>
PSC Mod#1 Amount: <u>\$1,000,000</u>	PSC Mod#1 Duration: <u>01/01/15-12/31/18 (4 years 1 day)</u>
PSC Mod#2 Amount: _____	PSC Mod#2 Duration: _____
PSC Cumulative Amount Proposed: <u>\$1,250,000</u>	PSC Cumulative Duration Proposed: <u>5 years</u>

**1. Description of Work**

**A. Scope of Work:**

Contractor will provide specialized sexual reassignment surgeries (SRS), such as genital-related surgeries, not provided at San Francisco General Hospital for uninsured male-to-female and female-to-male transgender clients eligible for the Department's Sliding Scale and Healthy San Francisco programs.

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

Providing these services is consistent with the Board of Supervisors resolution number 288-12, which encourages the Department to take the administrative steps to provide medically necessary gender-transition-related care. It also is consistent with the Health Commission resolution number 12-12, which approved the development of a new, separate program to provide SRS. Not providing these services would be counter to Department policies.

**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, 4059-13/14.

**D. Will the contract(s) be renewed? Yes.**

**2. Union Notification:** On 11/19/14, the Department notified the following employee organizations of this PSC/RFP request: Physicians and Dentists - 8CC;

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4059 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/15/2014

*-169-*

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

A. Specify required skills and/or expertise:

Contractor must have the full range of required medical and surgical subspecialties to provide the needed SRS related to the transition of male-to-female and female-to-male clients. The contractor must be board certified by the relevant associations and have extensive experience with techniques pertinent to SRS, such as genital reconstructive surgery.

B. Which, if any, civil service class(es) normally perform(s) this work?  
2230,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
Yes, contractors will have medical offices and inpatient facilities outside San Francisco General Hospital which will provide specialized facilities and equipment.

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

A. Explain why civil service classes are not applicable:

The general classification of 2230 Physician Specialist does not require the level of skills and expertise required to provide these medical subspecialty services and procedures. It would not be practical to maintain a staff of highly specialized physicians when the services are utilized on an intermittent, as-needed basis.

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

No, most services are needed only intermittently and are not required frequently enough in any one subspecialty to justify establishment of a civil service classification. However, in some instances there may be one or two services that have sufficient overlap with services provided on campus where it would b

**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? Resolution 288-12	<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? Brownstein and Crane	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 11/19/14 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street Room 307 San Francisco, CA 94102

# Receipt of Union Notification(s)

oi, Suzanne (HRD)

---

**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Tuesday, November 18, 2014 10:18 AM  
**To:** Hale, Jacquie (DPH); jduritz@uapd.com; Rojas, Kelly (DPH); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 4059 13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH – DPH has submitted a modification request for a Personal Services Contract (PSC) for \$1,000,000 for services for the period January 1, 2015 – December 31, 2018. For all 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/1276>  
Email sent to the following addresses: [jduritz@uapd.com](mailto:jduritz@uapd.com)

Jacquie Hale/DPH/SFGOV

11/06/2013 09:38 AM

To Jeff Duritz <jduritz@uapd.com>

cc Al Groh <al@uapd.com>, "Dr. Debbie Brown" <drbeth.uapd@gmail.com>, "Dr. Namita Kansal" <namita\_kansal@yahoo.com>, "Dr. Roger Wu"

bcc

Subject Re: Notification of PSC for Sexual Reassignment Surgery (SRS) Services

Jeff,

Thanks for letting us know early. We appreciate that. As you have no objections, we will go ahead and request calendaring today for the CSC meeting of December 2, rather than December 16, so that we have more time to process the contract during the holidays. If you have any further comments on that, please let us know today by 3:00 p.m.

Thank you,

Jacquie  
554-2609

Re: Notification of PSC for Sexual Reassignment Surgery (SRS) Services

**Re: Notification of PSC for Sexual Reassignment Surgery (SRS) Services**

Jeff Duritz to: Jacquie Hale

11/05/2013 07:32 PM

Cc: "Dr. Debbie Brown", "Dr. Namita Kansal", "Dr. Roger Wu", Al Groh

Jacquie,

Thank you for providing the appropriate notice. UAPD has no objections to this PSC and indeed looks forward to this care being extended to uninsured CCSF residents.

On Mon, Oct 21, 2013 at 6:09 PM, Jacquie Hale <Jacquie.Hale@sfdph.org> wrote:

TO: Jeff Duritz, UAPD

DATE: October 21, 2013

SUBJECT: Notification of PSC

Attached is the following PSC approval request which we plan to submit to the Department of Human Resources for review on November 30, 2013, for calendaring at the December 16, 2013, Civil Service Commission meeting.



1. Sexual Reassignment Surgery (SRS) Services

A copy of the request listed above is attached to this email.

(See attached file: PSC-new-Sexual Reassignment Surgery Services-DPH.pdf)

Jacquie Hale  
Director  
Office of Contract Management and Compliance  
Department of Public Health  
101 Grove Street, Room 307  
San Francisco, CA 94102  
(415) 554-2609  
(415) 554-2555 (fax)  
Jacquie.Hale@SFDPH.org

Confidentiality Notice: This email transmission may contain confidential or legally privileged information that is intended only for the individual or entity named in the email address. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this email is strictly prohibited. If you have received this email transmission in error, please reply to the sender to arrange for proper delivery, and then delete the message from your inbox. Thank you.

Jeff Duritz  
Representative

Union of American Physicians and Dentists  
180 Grand Avenue, Suite 1380, Oakland, CA 94612  
510-839-0193 (office)  
510-763-8756 (fax)



[www.uapd.com](http://www.uapd.com) PSC-new-Sexual Reassignment Surgery Services-DPH.pdf

## **Additional Attachment(s)**

PSC 4059-13/14 Mod 1

If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable



City and County of San Francisco

Tails  
Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 120777

Date Passed: July 24, 2012

Resolution calling on the San Francisco Department of Public Health to provide medically necessary transition-related care for transgender people and to remove exclusions under the San Francisco Health Care Security Ordinance.

July 24, 2012 Board of Supervisors - ADOPTED

Ayes: 10 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Kim, Mar, Olague and Wiener  
Excused: 1 - Farrell

File No. 120777

I hereby certify that the foregoing Resolution was ADOPTED on 7/24/2012 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo  
Clerk of the Board

UNSIGNED

Mayor

8/3/12

Date Approved

Date: August 3, 2012

I hereby certify that the foregoing ordinance, not being signed by the Mayor within the time limit as set forth in Section 3.103 of the Charter, became effective without his approval in accordance with the provision of said Section 3.103 of the Charter.

Angela Calvillo  
Clerk of the Board

File No. 120777

1 [Transgender Health Care Inclusion in Healthy San Francisco]

2  
3 **Resolution calling on the San Francisco Department of Public Health to provide**  
4 **medically necessary transition-related care for transgender people and to remove**  
5 **exclusions under the San Francisco Health Care Security Ordinance.**

6  
7 WHEREAS, Access to health care is regularly denied to transgender and gender non-  
8 conforming people, who frequently experience discrimination, including denial of services,  
9 when attempting to access health care; and

10 WHEREAS, Transition-related medical care, including surgeries, is often dismissed as  
11 "cosmetic" or "elective" despite the medical community's recognition of such procedures as  
12 medically necessary and effective treatment; and

13 WHEREAS, Various studies have concluded that receiving medically-necessary  
14 transition related treatment results in a dramatic drop in suicidality, an overall improvement in  
15 mental health, a reduction in HIV infection, a decline in substance abuse rates, and an  
16 increase in socioeconomic status for transgender people; and

17 WHEREAS, The Health Care Security Ordinance ("Healthy SF") — San Francisco's  
18 locally designed and funded health care program for uninsured adults — currently provides  
19 certain health care services to transgender participants, but administratively excludes other  
20 services, such as sex reassignment surgery based on a diagnosis of gender identity  
21 dysphoria, when the same services are provided to non-transgender participants, thus  
22 denying transgender residents access to necessary health care under this local program; and

23 WHEREAS, The exclusion of certain transition-related procedures singles out and  
24 negatively impacts transgender people; and

1           WHEREAS, Unlike vision and dental coverage, this exclusion is not mandated by the  
2 Health Care Security Ordinance itself; and

3           WHEREAS, Assemblymember Tom Ammiano, the primary author of the ordinance,  
4 has said that he intended Healthy SF to eventually include transition related health care and  
5 that the program was intended to address the needs of San Franciscans without  
6 discrimination against any resident; and

7           WHEREAS, The Director of Public Health and the Director of the Human Rights  
8 Commission have been working together and with the community to fulfill the intent of Healthy  
9 SF by extending its coverage to the complete medical needs of transgender people; and

10           WHEREAS, Concerns of cost and over-utilization are often overstated and serve to  
11 justify impermissible discrimination against the transgender community; and

12           WHEREAS, The California Department of Insurance studied actuarial data of five  
13 employers, including the City and County of San Francisco, and concluded in its "Economic  
14 Impact Statement" that the economic impact of transgender health care inclusion is  
15 insignificant and immaterial, and that inclusion in fact provides cost savings as well as  
16 significant benefits for the health, welfare, and safety of the transgender population; and

17           WHEREAS, A growing trend among private businesses is to remove transgender  
18 health care exclusions; and

19           WHEREAS, Courts have recognized the injustice of excluding medically necessary  
20 transition-related health services; now, therefore, be it

21           RESOLVED, That the Board of Supervisors reaffirms its strong commitment to equal  
22 and fair treatment of transgender people; and, be it

23           FURTHER RESOLVED, That the Board of Supervisors urges the San Francisco  
24 Department of Public Health to remove the sexual-reassignment surgery exclusion from  
25 Healthy SF; and, be it

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FURTHER RESOLVED, That the Board of Supervisors urges the San Francisco Department of Public Health, with community input, to take administrative steps necessary to provide medically necessary gender-transition-related care.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: December 16, 2013

DEPARTMENT NAME: DEPARTMENT OF PUBLIC HEALTH DEPARTMENT NUMBER 81

TYPE OF APPROVAL: [ ] EXPEDITED [X] REGULAR (OMIT POSTING [ ] ) [ ] CONTINUING [ ] ANNUAL

TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION (PSC# [ ] )

TYPE OF SERVICE: Sexual Reassignment Surgery (SRS) Services

FUNDING SOURCE: General Fund

PSC AMOUNT: \$250,000 PSC DURATION: 1/1/2014 - 12/31/2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Contractor will provide specialized sexual reassignment surgery (SRS) services (e.g., genital-related surgeries) which are not currently provided at San Francisco General Hospital for uninsured male-to-female and female-to-male transgender clients who are eligible for the Department's sliding scale and Healthy San Francisco programs.

B. Explain why this service is necessary and the consequences of denial: Providing these services is consistent with Board of Supervisors and Health Commission policies to remove exclusions for sexual reassignment surgery from Healthy San Francisco and to develop a new and separate program to provide sexual reassignment and gender affirming surgery to eligible uninsured transgender adult residents. (Please see copies of resolutions, attached.) Denial will very likely result in adverse outcomes for this population, including severely decreased mental health, increased risk of suicide, increased risk of HIV infection and substance abuse, and decrease in overall health related to socioeconomic factors.

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 is a new service.

D. Will the contract(s) be renewed: Yes, if there is a continued need for services and funding available.

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

UAPD 8cc Union Name Signature of person mailing/faxing form Date October 21, 2013

Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4059-13/14 STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor must have the full range of required medical and surgical subspecialties to provide the needed SRS related to the transition of male-to-female and female-to-male clients. The contractor must be board certified by relevant associations and have extensive experience with techniques pertinent to SRS, such as genital reconstructive surgery.

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

Although the Department has 2230 Physician Specialist positions, these Physicians usually do not have the level of expertise required for the subspecialty services needed.

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

Yes, contractors will have appropriate medical offices and access to inpatient facilities outside San Francisco General Hospital required to perform the services.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The 2230 Physician Specialist classification does not require the level of skills and expertise required to provide these medical subspecialty services and procedures. As these services are intermittent and as-needed, it would not be practical to maintain a staff of highly specialized physicians.

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

These services are needed only intermittently and are not required frequently enough to justify establishment of a permanent civil service classification for this medical subspecialty. As this is a new program, DPH intends to review it in compliance with existing policies and procedures and expects to be able to report on utilization with any future requests.

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"/>
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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"/>
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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"/>
--------------------------	-------------------------------------

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

  
Signature of Departmental Personal Services Contract Coordinator

Jacquie Hale

554-2609

Print or Type Name

Telephone Number

101 Grove St., Rm. 307

San Francisco, CA 94102

Address

1 [Transgender Health Care Inclusion in Healthy San Francisco]

2  
3 **Resolution calling on the San Francisco Department of Public Health to provide**  
4 **medically necessary transition-related care for transgender people and to remove**  
5 **exclusions under the San Francisco Health Care Security Ordinance.**

6  
7 WHEREAS, Access to health care is regularly denied to transgender and gender non-  
8 conforming people, who frequently experience discrimination, including denial of services,  
9 when attempting to access health care; and

10 WHEREAS, Transition-related medical care, including surgeries, is often dismissed as  
11 "cosmetic" or "elective" despite the medical community's recognition of such procedures as  
12 medically necessary and effective treatment; and

13 WHEREAS, Various studies have concluded that receiving medically necessary  
14 transition related treatment results in a dramatic drop in suicidality, an overall improvement in  
15 mental health, a reduction in HIV infection, a decline in substance abuse rates, and an  
16 increase in socioeconomic status for transgender people; and

17 WHEREAS, The Health Care Security Ordinance ("Healthy SF") — San Francisco's  
18 locally designed and funded health care program for uninsured adults — currently provides  
19 certain health care services to transgender participants, but administratively excludes other  
20 services, such as sex reassignment surgery based on a diagnosis of gender identity  
21 dysphoria, when the same services are provided to non-transgender participants, thus  
22 denying transgender residents access to necessary health care under this local program; and

23 WHEREAS, The exclusion of certain transition-related procedures singles out and  
24 negatively impacts transgender people; and

1           WHEREAS, Unlike vision and dental coverage, this exclusion is not mandated by the  
2 Health Care Security Ordinance itself; and

3           WHEREAS, Assemblymember Tom Ammiano, the primary author of the ordinance,  
4 has said that he intended Healthy SF to eventually include transition related health care and  
5 that the program was intended to address the needs of San Franciscans without  
6 discrimination against any resident; and

7           WHEREAS, The Director of Public Health and the Director of the Human Rights  
8 Commission have been working together and with the community to fulfill the intent of Healthy  
9 SF by extending its coverage to the complete medical needs of transgender people; and

10           WHEREAS, Concerns of cost and over-utilization are often overstated and serve to  
11 justify impermissible discrimination against the transgender community; and

12           WHEREAS, The California Department of Insurance studied actuarial data of five  
13 employers, including the City and County of San Francisco, and concluded in its "Economic  
14 Impact Statement" that the economic impact of transgender health care inclusion is  
15 insignificant and immaterial, and that inclusion in fact provides cost savings as well as  
16 significant benefits for the health, welfare, and safety of the transgender population; and

17           WHEREAS, A growing trend among private businesses is to remove transgender  
18 health care exclusions; and

19           WHEREAS, Courts have recognized the injustice of excluding medically necessary  
20 transition-related health services; now, therefore, be it

21           RESOLVED, That the Board of Supervisors reaffirms its strong commitment to equal  
22 and fair treatment of transgender people; and, be it

23           FURTHER RESOLVED, That the Board of Supervisors urges the San Francisco  
24 Department of Public Health to remove the sexual-reassignment surgery exclusion from  
25 Healthy SF; and, be it

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FURTHER RESOLVED, That the Board of Supervisors urges the San Francisco Department of Public Health, with community input, to take administrative steps necessary to provide medically necessary gender-transition-related care.



City and County of San Francisco

Tails  
Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 120777

Date Passed: July 24, 2012

Resolution calling on the San Francisco Department of Public Health to provide medically necessary transition-related care for transgender people and to remove exclusions under the San Francisco Health Care Security Ordinance.

July 24, 2012 Board of Supervisors - ADOPTED

Ayes: 10 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Kim, Mar, Olague and Wiener

Excused: 1 - Farrell

File No. 120777

I hereby certify that the foregoing Resolution was ADOPTED on 7/24/2012 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo  
Clerk of the Board

UNSIGNED

Mayor

8/3/12

Date Approved

Date: August 3, 2012

I hereby certify that the foregoing ordinance, not being signed by the Mayor within the time limit as set forth in Section 3.103 of the Charter, became effective without his approval in accordance with the provision of said Section 3.103 of the Charter.

Angela Calvillo  
Clerk of the Board

File No. 120777

HEALTH COMMISSION  
City and County of San Francisco  
Resolution No. 12-12

**APPROVING AMENDMENT TO THE REGULATIONS IMPLEMENTING HEALTHY  
SAN FRANCISCO AND MEDICAL REIMBURSEMENT ACCOUNT PROVISIONS OF THE  
SAN FRANCISCO HEALTH CARE SECURITY ORDINANCE**

WHEREAS, in August 2006, the San Francisco Board of Supervisors adopted the Health Care Security Ordinance (No. 218-06) creating the Health Access Program and in April 2007 approved amended the Ordinance by authorizing establishment and maintenance of Medical Reimbursement Accounts (No. 69-07); and,

WHEREAS, the Department of Public Health is responsible for the design, planning, development, implementation and ongoing oversight of Healthy San Francisco and the Medical Reimbursement Account provision; and,

WHEREAS, pursuant to Chapter 14, Section 14.4 of the San Francisco Administrative Code, the Department is responsible for developing regulations to govern the Healthy San Francisco and Medical Reimbursement Account provision authorized in the San Francisco Health Care Security Ordinance; and,

WHEREAS, the San Francisco Health Commission adopted regulations (Resolution No. 12-07) that cover program definitions, eligibility, fee structure, services, service provision, delivery network, covered employer participation, public information, administration and reporting; and,

WHEREAS, the regulations provide a non-exclusive list of health services that are not provided by Healthy San Francisco and this list includes sexual reassignment surgery which a transgender person may request; and,

WHEREAS, transgender individuals participating in Healthy San Francisco, with the exception of sexual reassignment and gender affirming surgeries, receive access to a range of services, including, but not limited to: patient education, prevention (communicable disease and HIV), primary care, hormone replacement therapy, behavioral health services (mental health and substance abuse) and inpatient services; and,

WHEREAS, the Department has been working with community partners to provide sexual reassignment and gender affirming surgeries to uninsured transgender persons; and,

WHEREAS, in July 2012, the San Francisco Board of Supervisors adopted a resolution (No. 288-12) calling on the San Francisco Department of Public Health to provide medically necessary transition-related care for transgender people and to remove exclusions under the San Francisco Health Care Security Ordinance; and

WHEREAS, the Department is committed to providing sexual reassignment and gender affirming surgeries to transgender adult residents through the creation of a new separate program separate and apart from Healthy San Francisco that will serve this population and other eligibility uninsured adult residents; and,

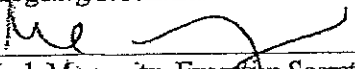
WHEREAS, sexual reassignment and gender affirming surgeries for eligibility uninsured adult residents will be available through this new program and not through Healthy San Francisco, and that this will be communicated to clients;

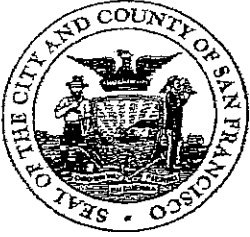
WHEREAS, San Francisco General Hospital and Trauma Center will work to develop the clinical capacity and expertise to provide some sexual reassignment and gender affirming surgeries on its campus and to have gender identity dysphoria as a clinical indication for surgical procedures, it will couple this with a research component to assess the effectiveness of these surgeries and their clinical outcomes; and, therefore, be it,

RESOLVED, that the Health Commission approves amending the Regulations Implementing Healthy San Francisco and Medical Reimbursement Account Provisions of the San Francisco Health Care Security Ordinance to remove sexual reassignment surgery from the list of excluded services and modifying program materials to reflect this change; and let it

FURTHER RESOLVED, that the Health Commission approves the development of a new separate program to provide sexual reassignment and gender affirming surgery to eligible uninsured transgender adult residents that will not require provision of said surgeries through the Healthy San Francisco program.

I hereby certify that the San Francisco Health Commission at its meeting of November 6, 2012 adopted the foregoing resolution.

  
\_\_\_\_\_  
Mark Morewitz, Executive Secretary to the Health Commission



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

January 15, 2014

SCOTT R. HELDFOND  
PRESIDENT

E. DENNIS NORMANDY  
VICE PRESIDENT

DOUGLAS S. CHAN  
COMMISSIONER

KATE FAVETTI  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 40973-13/14; 42392-13/14; 42240-13/14; 40044-13/14; 48592-13/14; 4059-13/14; 4060-13/14; 4061-13/14; 4062-13/14; 4024-12/13; 4046-10/11; 4098-10/11 AND 4119-09/10.**

At its meeting of January 6, 2014 the Civil Service Commission had for its consideration the above matter.

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

The Commission took the following actions:

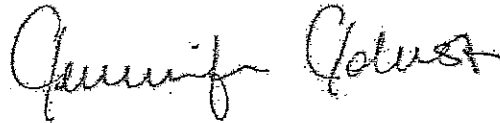
- 1) Approved PSC #40044-13/14, with the condition that the Office of the Treasure & Tax Collector provides an update three (3) years after the contract is executed, on the status of its ability to bring the work in-house. (Vote of 5 to 0)
- 2) Approved PSC #48592-13/14, but for a contract term of five (5) years only. (Vote of 5 to 0)
- 3) Approved PSC #4062-13/14, with the proviso that the Office of Contract Administration consults with the City Attorney to ensure that joint employment entanglements are avoided, and to correct the submission ending date to 2019. (Vote of 5 to 0)
- 4) Approved PSC #4119-09/10, with the proviso that the Department of Public Health submits to the Executive Officer a letter from the City Attorney's Office indicating that it will not be performing the work that is being contracted out. (Vote of 5 to 0)
- 5) Approved the request for all remaining PSCs (PSC numbers 40973-13/14, 42392-13/14, 42240-13/14, 4059-13/14, 4060-13/14, 4061-13/14, 4024-12/13, 4046-10/11, and 4098-10/11). Adopted the report; notified the Office of the Controller and the Office of Contract Administration. (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: Cynthia Avakian, Airport Commission  
Parveen Boparai, Municipal Transportation Agency  
Jesusa Bushong, San Francisco Fire Department  
Micki Callahan, Department of Human Resources  
Thomas DiSanto, Planning Department  
Jacquie Hale, Department of Public Health  
Sharnica Jackson, Public Utilities Commission  
Greg Kate, Treasurer & Tax Collector Office  
Sung Kim, Department of Public Works  
Joan Lubamersky, General Services Agency  
Danny Yeung, Planning Department  
Ben Rosenfield, Controller's Office  
Jaci Fong, Office of Contract Administration  
Commission File  
Chron

**Posting for January 06, 2014  
Proposed Personal Services Contract - Regular**

PSC No	Dept Description	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
973-13/14	PUBLIC UTILITIES COMMISSION	\$320,000.00	Contractor will upgrade SFPUC's existing retail electric billing system from Utility Star Platinum (USP) to Utility Star Enterprise (USE) version and expand its functionality to include billing of water, wastewater, gas, steam services in addition to electric services.	1/6/2014	6/30/2016
392-13/14	PUBLIC WORKS	\$3,500,000.00	The prime consultant firm (or JV partners) shall provide construction management support services for the Moscone Expansion Project, a large and complex project, estimated at \$500 million, with complex underground construction in occupied spaces. Services include construction administration, document control, construction scheduling, budgeting and cost estimating, building forensic investigation, and constructability review.	2/1/2014	8/31/2018
2240-13/14	FIRE DEPARTMENT	\$1,750,000.00	Contractor will provide clinical quality assurance services for the Fire Department's Emergency Medical Services (EMS) Division and DEM Dispatch Division.	1/1/2014	12/31/2017
3044-13/14	TREASURER/TAX COLLECTOR	\$500,000.00	Payment Card Industry ("PCI") Council mandates that all merchant accepting debit and credit card payments are PCI compliant. PCI compliance means adherence to PCI Data Security Standard which covers secure handling, processing and/or storing of cardholder data. As City-wide banker, the Office of the Treasurer & Tax Collector (Treasurer) needs to engage a certified Payment Card Industry Professional (PCIP) as an expert in PCI compliance to assist the City in evaluating its compliance and re-mediating if individual departments are out of compliance. The PCIP will work with ITX and all city departments that accept credit card payments. They will educate personnel in each department about the necessity for PCI compliance, act as a technical resource and assist the departments in ensuring that their systems are PCI compliant each year.	11/1/2013	6/30/2019
8592-13/14	TREASURER/TAX COLLECTOR	\$5,000,000.00	The Office of the Treasurer and Tax Collector is seeking to procure licensed armored car and secure safe services to serve all departments citywide. These services include: 1) secure and efficient transportation of Citywide cash and check collections and deposits to bank. 2) deposit pickup from various citywide cash collection points, change order service and delivery, and emergency cash services. 3) providing secured vaults or safes in various department locations which departments can use to deposit their collections and when it is most advantageous.	12/2/2013	6/30/2023

PSC No	Dept Description	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
59-13/14	PUBLIC HEALTH	\$250,000.00	Contractor will provide specialized sexual reassignment surgery (SRS) services (e.g., genital-related surgeries) which are not currently provided at San Francisco General Hospital for uninsured male-to-female and female-to-male transgender clients who are eligible for the Department's sliding scale and Healthy San Francisco programs.	1/1/2014	12/31/2014
60-13/14	CITY PLANNING	\$600,000.00	To provide preparation, documentation clean-up, indexing and scanning of historical department documents into electronic format. Department documents include closed case dockets (i.e., project files for entitlements, decision documents, applications, etc), historical property files, area maps, Planning Commission, Historic Preservation Commission, and Variance Hearing documents (i.e. agendas, minutes, etc), off-site storage location documents, and resource and reference materials located in on-site libraries. Approximately 2 million documents are located on-site, and 4,000 boxes of files are located off-site.	1/1/2014	6/30/2016
61-13/14	MUNICIPAL TRANSPORTATION AGENCY	\$10,000,000.00	The consultant will implement a new Enterprise Asset Management System (EAMS) that will replace and consolidate the various disconnected legacy software systems currently used for asset and inventory management. The consultant team will supplement San Francisco Municipal Transportation Agency (SFMTA) staff performing tasks related to validating and migrating existing data into the EAMS; capturing and documenting asset management business practices; configuring the EAMS specifically for each work unit's practices; building software interfaces to systems sharing data with the EAMS; and training end users and Information technology (IT) staff.	4/30/2014	4/30/2017
62-13/14	GENERAL SERVICES AGENCY	\$80,000,000.00	As-needed, project specific services for a variety of highly specialized information technology (IT) projects. Services will include business analysis, system design, programming, design, configuration and training, 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 equipment.	1/1/2014	12/31/2018

Total Amount Regulars: \$101,920,000.00

**Posting for January 06, 2014**  
**Modification to Increase/Decrease Contract Amount/Duration**

PSC No	Dept Description	Modified Amount	Cumulative Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
4024-12/13	CITY PLANNING	\$700,000.00	\$2,500,000.00	The San Francisco Planning Department is seeking a consultant to assist the Department in the preparation, production, management and successful completion of environmental analysis, including an environmental impact report ("EIR") and transportation impact study ("TIS") and possibly other technical documentation for the Central Corridor Plan.	9/18/2012	12/31/2015
4046-10/11	PUBLIC WORKS	\$3,000,000.00	\$7,200,000.00	The Consultant will provide as-needed hazardous materials surveys and work plans, third-party oversight, and industrial hygiene services on City projects involving the abatement of asbestos, lead and other hazardous materials on property owned, operated and/or maintained by the City and County of San Francisco. Services may also involve air and noise monitoring. DPW intends to award five (5) Master Agreements, each not-to-exceed \$600,000 for these as-needed services.	10/1/2010	10/2/2019
4098-10/11	AIRPORT COMMISSION	\$9,500,000.00	\$22,500,000.00	Early in the planning for the SFO RSA Program ("the Program"), staff underestimated the work and believed the work required by the Program could be accomplished with minimal outside assistance. Now that the environmental assessment process is completed and the project became better defined and Federal Aviation Administration's (FAA) has added additional tasks to the Program, staff recognizes that the demands have increased not only in the amount of work required, but also in its complexity. The Airport is seeking increased technical expertise and support from the consultants to complete the design and increase construction management support services of the Program to support the Airport staff. See attached document.	4/18/2011	6/30/2016
4119-09/10	PUBLIC HEALTH	\$6,720,000.00	\$16,220,000.00	The contractor will operate a highly specialized uncompensated care recovery program, enhancing Medi-Cal and other third party payer revenues. Under this program, the contractor assists the Department to help San Francisco General Hospital (SFGH) patients to become eligible for Medi-Cal, therefore substantially increasing Department revenues. The population addressed is patients who the Department is not able to assist with eligibility through its regular procedures due to substance abuse, mental illness, homelessness, or other difficult-to-resolve situations. The contractor becomes the patient's authorized representative to aid and facilitate Medi-Cal eligibility and approval and appears on behalf of the patient at fair hearings and appeals, as necessary.	1/1/1997	12/31/2018

**Total Modified Amount: \$19,920,000.00**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE Dept. Code: POL

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4054-10/11)

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

Type of Service: Design and Implementation of New Licensed Software Services, Maintenance and Consulting

Funding Source: General Fund
PSC Original Approved Amount: \$347,200 PSC Original Approved Duration: 09/21/10 - 03/09/15 (4 years 24 w
PSC Mod#1 Amount: \$671,900 PSC Mod#1 Duration: 03/10/15-03/09/20 (5 years 2 days)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$1,019,100 PSC Cumulative Duration Proposed: 9 years 24 weeks

1. Description of Work

A. Scope of Work:

Contractor will provide maintenance on the Level II Message Switching Computer system. Modification is to renew maintenance contract for five years (3/10/15-3/9/20) and expand coverage for a total of 2500 licenses. Previous maintenance contract covered 3 years (3/10/12-3/9/15) of service for 1500 licenses. See attached document(s).

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

This service is necessary so the Police Department can comply with changes in law and policy in a timely and efficient manner. Consequences of denial would inhibit/restrict the Police Department's ability to provide essential services and access to data systems to the Police Department members and all other law enforcement and criminal justice agencies located in the City and County of San Francisco.

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? Yes

2. Union Notification: On 11/06/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4054-10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/15/2014

-194-

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

A. Specify required skills and/or expertise:

Design, engineering, consulting and programming skills necessary to maintain and enhance a critical, necessary and proprietary Message Switching Computer System.

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:

Civil Service classifications are not applicable because the system is proprietary to the Contractor.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No. Only as-needed and less than full-time services are required.

**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? This is a proprietary system that vendor maintains.	<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? Expand & extend maint contract for vendor proprietary system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 11/06/14 BY:

Name: Genie Wong Phone: (415) 553-1736 Email: Genie.Wong@sfgov.org

Address: 850 Bryant Street #511 San Francisco, CA 94103

# Receipt of Union Notification(s)

# Receipt of Modification Request to PSC # 4054-10/11 - MODIFICATIONS

X DELETE   ← REPLY   ⇐ REPLY ALL   → FORWARD   ...



dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfg **Mark as unread**

Thu 11/6/2014 10:59 AM

Inbox

Show all 38 recipients

To: Wong, Genie (POL);  agonzalez@iam1414.org;  ted.zarzecki@seiu1021.net;  
 leah.berlanga@seiu1021.org;  gail@sffdlocal798.org;  cityworker@sfcwu.org;  
 davidmkersten@gmail.com; ...

Action Items

+ Get more apps

PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$671,900 for services for the period March 10, 2015 -- March 9, 2020. For all 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/4162>

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)**



EDWIN M. LEE  
MAYOR

POLICE DEPARTMENT  
CITY AND COUNTY OF SAN FRANCISCO  
THOMAS J. CAHILL HALL OF JUSTICE  
850 BRYANT STREET  
SAN FRANCISCO, CALIFORNIA 94103-4603



GREGORY P. SUHR  
CHIEF OF POLICE

To: Suzanne Choi  
Personal Services Coordinator  
Department of Human Resources

From: Maureen Gannon *Mugy*  
Chief Financial Officer  
Police Department

Date: November 10, 2014

RE: PSC 4051-10/11 Modification Duration of More Than Five Years

---

The San Francisco Police Department (SFPD) requests a Personal Service Contract modification duration of more than five years (March 10, 2015 - March 9, 2020) for continued maintenance on Level II MAGUS (MAGUS), the City's Message Switching Computer System. In addition, the City will be expanding usage of MAGUS from 1500 software licenses to 2500 software licenses, which the City will need to purchase additional maintenance coverage for.

MAGUS allows officers to instantly query suspect information from police vehicles, workstations and other electronic devices in seconds. When an officer enters suspect information, MAGUS processes the request by confirming that requestor and device used is legitimate and provides access to confidential information from many sources, which include:

1. Computer Assisted Bay Area Law Enforcement (CABLE)
2. Local Criminal History Database
3. Alameda Warrants System (AWS)
4. Department of Motor Vehicles (DMV)
5. California Law Enforcement Telecommunications System (CLETS)
6. Federal Bureau of Investigations (FBI) databases

Due to the critical nature of the City Message Switching Computer System, we respectfully request that the SFPD be allowed to ensure continued service from the vendor for more than five years. Please contact Genie Wong on my staff at 553-1736 if you have questions.

PSC 4054-10/11 Mod 1

**1. Description of Work**

A. Scope of Work:

Contractor will provide maintenance on the Level II Message Switching Computer system. Modification is to renew maintenance contract for five years (3/10/15-3/9/20) and expand coverage for a total of 2500 licenses. Previous maintenance contract covered 3 years (3/10/12-3/9/15) of service for 1500 licenses. See attached document(s). Please see Original PSC 4054-10/11

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

SOFTWARE LICENSE AGREEMENT  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

Level Two, Inc. dba LEVEL II, Inc.

This agreement (the "Agreement") is made this 25<sup>th</sup> day of March, 2005, in the City and County of San Francisco, State of California, by and between: Level II, Inc., having a place of business at 11033 NE 24<sup>th</sup> Street, Suite 100, Bellevue, Washington, hereinafter referred to as "Contractor" or "Level II," and the San Francisco Police Department, hereinafter referred to as "SFPD," through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

This Agreement includes the attached Appendices:

Appendix A	Statement of Work
Appendix B	Licensed Software and Hardware (including Third Party Products)
Appendix C	Implementation Plan, (Critical) Milestones and Preliminary Project Schedule
Appendix D	Project Cost and Payment Schedule
Appendix E	Acceptance Criteria, Process, Testing, and Final Acceptance
Appendix F	Maintenance and Support
Appendix G	SFPD's Requirements Checklist

Recitals

WHEREAS, the San Francisco Police Department wish to license certain software from Contractor, and,

WHEREAS, a Request for Proposal ("RFP") was issued by the SFPD on December 19, 2003; and

WHEREAS, Contractor's proposal was selected the highest qualified proposal; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such software and services required by City as set forth under this Agreement.

Now, THEREFORE, the parties agree as follows:

## 1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

ACCEPTANCE	Notice from the SFPD to Contractor that the Licensed Software and Hardware meets the specifications contained in the Specifications. SFPD's Acceptance of the Licensed Software and Hardware shall be governed by the procedures set forth in Appendix E, "Acceptance Criteria, Process, Testing, and Final Acceptance."
AGREEMENT	This document and any attached appendices and exhibits, including any future written and executed amendments.
AUTHORIZATION; or AUTHORIZATION DOCUMENT	This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the San Francisco Police Department and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof.
CUSTOM WORK PRODUCT	Customized computer design, programs and/or customized scripts written by Contractor to meet SFPD's unique operational requirements.
DELIVERY	The physical arrival of any component of the System, such as Hardware and/or Software, at SFPD facilities.
DESIGNATED CPU	Any central processing unit or attached processor complex, including its peripheral units, described in the Authorization Document. The Authorization Document may designate more than one CPU.
DESIGNATED SITE	The facility or facilities specified in Appendix A, "Statement of Work," or any other facility as the parties may designate from time to time in writing, where the Designated CPU is located.
DOCUMENTATION	The technical publications relating to the use of the Licensed Software and Hardware, such as reference, installation, administrative and programmer manuals, provided by Contractor to SFPD.
EQUIPMENT or HARDWARE	The physical equipment and components of the System to be provided by Contractor to SFPD under this Agreement as provided for in Appendix B, "Licensed Software and Hardware (including Third Party Products)."
FINAL ACCEPTANCE	See definition for Final Acceptance in Appendix E, "Acceptance Criteria, Process, Testing, and Final Acceptance".
LICENSED SOFTWARE	One or more of the proprietary computer software programs identified in Appendix B, "Licensed Software and Hardware (including Third Party Products)" and/or the Authorization Document, which includes Contractor

Software, Custom Work Product, and other third party application software provided to SFPD under this Agreement, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by SFPD from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

**OBJECT CODE** Machine readable compiled form of Licensed Software provided by Contractor.

**PROPRIETARY RIGHTS** The patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Level II or third party software or hardware provider under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Licensed Software or Hardware whether made by Level II or another party.

**SERVICES** The professional, technical, engineering, training and/or other services provided by Contractor and/or its Subcontractors to the SFPD under this Agreement.

**SOURCE CODE** The human readable compilable form of the Licensed Software to be provided by Contractor.

**SPECIFICATIONS** The functional and operational characteristics of the Licensed Software and Hardware as described in Contractor's current published product descriptions and technical manuals, and the design, functionality and performance of the System as described in the Acceptance Test Plan developed by the parties pursuant to Appendix E, "Acceptance Criteria, Process, Testing, and Final Acceptance".

**SYSTEM** All Hardware and Software to be delivered to the SFPD and the Services to be performed by Contractor and/or its subcontractors under this Agreement.

**SUBCONTRACTORS** Any third party vendors, manufacturers, or suppliers of computer programs and/or products, which are components of the System, as designed by Contractor, and/or related Services, as approved by the SFPD.

**THIRD PARTY SOFTWARE** Third party software means the software authorized to be delivered by Contractor under this Agreement, but is produced by other than Level II, Inc.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the San Francisco Police Department. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the San Francisco Police Department, unless otherwise indicated by the context.

**2. 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 be made only upon 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 of this Agreement.

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

### 3. Term of the Agreement

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and Hardware and shall continue in perpetuity unless sooner terminated in accordance with the provisions of this Agreement.

Subject to Section 4, related services will commence as specified in Appendix C, "Implementation Plan, (Critical) Milestones and Preliminary Project Schedule," and shall continue until the date of Final Acceptance or expiration of the warranty period as set forth in Section 14, whichever occurs last.

### 4. Effective Date of the Agreement

This Agreement shall become effective when the required parties and departments have approved and executed this Agreement and the Controller has certified to the availability of funds and Contractor has been notified in writing.

### 5. License

A. Grant of License. Subject to the terms and conditions of this Agreement, Contractor grants City a non-exclusive and non-transferable perpetual license to use the Licensed Software and Third Party Software. City acknowledges and agrees that the Licensed Software and Third Party Software are the proprietary information of Contractor or Third Party, respectively, and that this Agreement grants City no title or right of ownership in the Licensed Software or Third Party Software.

Contractor agrees that in the event it discontinues its obligations under the terms of this Agreement, except as expressly provided for in Section 33 (Termination), or ceases to market and/or provide maintenance and support for the Licensed Software, and there is no successor in interest by merger, operation of law, assignment, purchase, or otherwise, it will provide City, without charge, one (1) copy of the then-current Source Code for all of the programs and all supporting Documentation for the Licensed Software then operating and installed at City's locations. If City should obtain the Source Code and the Documentation pursuant to this section, the only use made of the Source Code and the Documentation will be for the proper maintenance of the Licensed Software in connection with City's use of the Licensed Software as provided for, and limited by, the provisions of this Agreement.

In furtherance of its obligations as stated above, Contractor will provide to City a copy of the Source Code which corresponds to the most current version of the Licensed Software. Contractor agrees to update, enhance or otherwise modify such Source Code promptly upon its release of a new version of the Licensed Software to its other Licensees such that the Source Code is maintained as corresponding to the newest released version of the Licensed Software.

**B. Restrictions on Use.** City is authorized to use the Licensed Software only for City's internal purposes and only on the Designated CPU or the Designated Site specified in the Authorization Document. City agrees that it will, through its best efforts, not use or permit the Licensed Software to be used in any manner, whether directly or indirectly, that would enable any other person or entity to use the Licensed Software on other than the Designated CPU or Site.

**C. Use on other than Designated CPU or Site.** A single back-up or replacement CPU may be used as a substitute for a Designated CPU at any time, provided that City provides Contractor with written notice of such hardware substitution, including information regarding the replacement hardware, as required for the Designated CPU pursuant to this Agreement, that City refrain from using the Licensed Software simultaneously on both the Designated CPU and the substitute CPU, and that the Licensed Software be removed from or rendered inoperable on the Designated CPU by the SFPD in a timely manner subsequent to installation of the Licensed Software upon the substitute CPU.

For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software and hardware in its operations, City may make one copy of the Licensed Software for archival purposes and use such archival copy on a CPU other than the Designated CPU, or at a site other than the Designated Site, so long as such alternative CPU or site is owned or controlled by City. The use of such archival copy shall be limited to (1) the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness and (2) during any period subsequent to the occurrence of an actual disaster during which the City cannot operate the Licensed Software on the Designated CPU or at the Designated Site. City agrees to furnish evidence of its disaster recovery plan and procedures upon Contractor's request.

**D. Transfer of Products.** City may move the Licensed Software and Hardware and supporting materials to another City site which physically replaces the original installation site upon prior written notice to Contractor.

**E. Documentation.** Contractor shall provide City with the Licensed Software and Hardware specified in Appendix B, "Licensed Software and Hardware (including Third Party Products)" and a minimum of two copies of the Documentation per installation. Contractor grants to City permission to duplicate all printed Documentation for City's internal use.

**F. Proprietary Markings.** City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed Software or any related materials or Documentation.

**G. Authorized Modification.** City shall also be permitted to develop, use and modify Application Program Interfaces (API's), macros and user interfaces. For purposes of this Agreement, such development shall be deemed an authorized modification. Any such APIs, macros or other interfaces developed by the City shall become the property of the City.

**H. Ownership of Intellectual Property.** It is hereby agreed that Contractor and Third Party shall own all right, title and interest to its respective Licensed Software. City expressly agrees that in no event shall Contractor Work Product be deemed to constitute "work



made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) and, alternatively, City hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to Contractor.

## 6. Scope of Work

Contractor will provide, ship, install, customize, test, convert, and train administrators and user trainers in operating the System, maintain under warranty for one year the Licensed Software as SFPD's gateway to CLETS and regional data repositories, and perform its other contractual responsibilities, all in accordance with this Agreement, including but not limited to, Appendix A, "Statement of Work", Appendix C, "Implementation Plan, (Critical) Milestones and Preliminary Project Schedule", Appendix E, "Acceptance Criteria, Process, Testing, and Final Acceptance", and Appendix F, "Maintenance and Support." SFPD will perform its contractual responsibilities in accordance with this Agreement.

## 7. Delivery and Installation

A. **Delivery and Installation.** The Licensed Software (including Third Party Software) and Hardware listed in Appendix B, "Licensed Software and Hardware (including Third Party Products)" will be provided by Contractor, delivered to, and installed at City's site. Contractor's delivery and installation responsibilities include providing a "JumpStart Installation" of the Hardware, which includes staging and integration, hardware module installation and setup, host computer's network configuration and testing, a written site survey, internal data disk set up, and installation of the Veritas software.

B. **Risk of Loss.** If any of the Licensed Software or Hardware products are lost or damaged during shipment, Contractor shall promptly replace such products at no additional charge to the City. If any of the Licensed Software products are lost or damaged while in the possession of the City, Contractor will promptly replace such products without charge, except for program storage media, unless supplied by the City.

## 8. Acceptance Testing

City and Contractor shall conduct acceptance tests pursuant to Appendix E, "Acceptance Criteria, Process, Testing, And Final Acceptance", to verify that the System performs as agreed to by the parties.

## 9. Training

Contractor will provide training as detailed in Appendix C, "Implementation Plan, (Critical) Milestones and Preliminary Project Schedule".

## 10. Change Orders and Amendments

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase in the cost or time required to perform this Agreement, Contractor and City will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect such adjustment in a written Amendment to this Agreement, duly approved and signed in the same manner as this Agreement.

## 11. Contractor's Default

Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Agreement

may be terminated by City upon ten days written notice. Such termination does not waive any other legal remedies available to City.

## 12. Maintenance and Support

A. **Maintenance and Support Services.** After Final Acceptance of the System and subject to the terms, conditions, and charges set forth in this section, Contractor will provide City with a one year warranty (see Section 14) and maintenance and support services for the System as follows: (i) Contractor will provide such assistance as necessary to cause the System to perform in accordance with the Specifications; (ii) Contractor will provide, for City's use, whatever improvements, enhancements, extensions and other changes to the Licensed Software Contractor may develop, and (iii) Contractor will update the Licensed Software, as required, to cause it to operate under new versions or releases of the operating system specified in the Authorization Document so long as such updates are made generally available to Contractor's other Licensees. See Appendix F, "Maintenance and Support", for further details on maintenance services to be provided under this Agreement.

B. **Changes in Operating System.** If the City desires to obtain a version of the Licensed Software that operates under an operating system not specified in the Authorization Document, Contractor will provide City with the appropriate version of the Licensed Software, if available, on a 90-day trial basis without additional charge, provided City has paid all maintenance and support charges then due. At the end of the 90-day trial period, City must elect one of the following three options: (i) City may retain and continue the old version of the Licensed Software, return the new version to Contractor and continue to pay the applicable rental or license fee and maintenance charges for the old version; (ii) City may retain and use the new version of the Licensed Software and return the old version to Contractor, provided City pays Contractor the applicable rental or license fee and maintenance charges for the new version of the Licensed Software; or (iii) City may retain and use both versions of the products, provided City pays Contractor the applicable rental or license fee and maintenance charges for both versions of the Licensed Software. City will promptly issue the necessary Authorization Document(s) to accomplish the above.

C. **Subsequent Years' Maintenance and Support.** City shall have the right to exercise on an annual basis its option to renew the maintenance and support terms (see Appendix F, "Maintenance and Support") for a period of five years after the warranty period. The maintenance and support fee during this five year period shall not increase by more than 5% from the previous year's fee. See Appendix F, "Maintenance and Support", for further details on maintenance services to be provided under this Agreement.

## 13. Warranties: Right to Grant License

Contractor hereby warrants that it has title to and/or the authority to grant a license of the Licensed Software to the City.

## 14. Warranty: Performance

After Final Acceptance of the System, Contractor will provide City a warranty for the System (which includes the Licensed Software and Hardware) for a period of one (1) year from the date of Final Acceptance (see Appendix E, "Acceptance Criteria, Process, Testing, and Final Acceptance"). The warranty shall cover services described in Section 12 at no further cost to City.

## 15. Infringement Indemnification.

If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed Software infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed Software constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

In the event a final injunction is obtained against City's use of the Licensed Software by reason of Infringement, or in Contractor's opinion City's use of the Licensed Software is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed Software as contemplated hereunder, (b) replace the Licensed Software with a non-infringing, functionally equivalent substitute Licensed Software, or (c) suitably modify the Licensed Software to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed Software. If none of these options is reasonably available to Contractor, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing Licensed Software.

Any unauthorized modification or attempted modification of the Licensed Software by City or any failure by City to implement any improvements or updates to the Licensed Software, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the Licensed Software with products or data of the type for which the Licensed Software was neither designed nor intended to be used.

## 16. Payment

Compensation shall be due and payable within forty-five (45) days of the date of invoice. In no event shall the amount of this Agreement exceed four-hundred and fifty-seven thousand nine-hundred and twenty-seven dollars and no cents (\$457,927.00). The breakdown of costs associated with this Agreement are provided for in Appendix D, "Project Cost and Payment Schedule," which is attached hereto and incorporated by reference into this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software, hardware and services, required under this Agreement are received from Contractor and approved by City as being in accordance with this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

## 17. Guaranteed Maximum Costs

A. 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 City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the Agreement unless the Agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the Agreement and which were not approved by a written amendment to the Agreement having been lawfully executed by City.

C. City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the Agreement which would exceed the maximum amount of funding provided for in the Agreement for Contractor's performance under the Agreement. Additional funding for the Agreement in excess of the maximum provided in the Agreement shall require lawful approval and certification by the Controller of the City and County of San Francisco. City is not required to honor any offered or promised additional funding for an Agreement which exceeds the maximum provided in the Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

D. The Controller is not authorized to make payments on any Agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

#### 18. 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."

#### 19. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 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 attorney's 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. (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.

20. Taxes

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

21. 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, the Licensed Software and hardware, although the unsatisfactory character of such work, or Licensed Software or hardware may not have been apparent or detected at the time such payment was made. Software, hardware, 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.

22. 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.

23. 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. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to Contractor, its employees, City employees or third parties, or to property belonging to any of the above.

24. 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.

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 these 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.

## 25. Insurance

A. Without in any way limiting Contractor's liability pursuant to the "Indemnification and General Liability," 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, with Employers' Liability limits not less than \$1,000,000 each accident.
2. Comprehensive or 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.
3. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

B. Commercial General Liability and Business 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 cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Police Department  
Legal Division  
Hall of Justice  
850 Bryant, Room 575  
San Francisco, CA 94103  
Attn: Shawn Wallace or Contracts Compliance Officer

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-, VII 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, and (b) furnish complete copies of policies promptly upon City request.

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

## 26. Indemnification and General Liability

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, resulting directly or indirectly from Contractor's performance of this Agreement, 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 negligence or willful misconduct of City. 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 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.

27. 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 of limitation of any rights which City may have under applicable law.

28. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 16 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.

29. Nondisclosure

A. City agrees that it shall treat the Licensed Software and its associated documentation with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the Licensed Software is Accepted by City until the license is terminated as provided herein.

B. The obligations of City set forth above, however, shall not apply to the Licensed Software, or any portion thereof, which:

1. is now or hereafter becomes publicly known;
2. is disclosed to City by a third party which City has no reason to believe is not legally entitled to disclose such information;
3. is known to City prior to its receipt of the Licensed Software;
4. is subsequently developed by City independently of any disclosures made hereunder by Contractor;
5. is disclosed with Contractor's prior written consent;
6. is disclosed by Contractor to a third party without similar restrictions.

30. 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 the 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.

31. Nondisclosure of Private Information

As of March 5, 2005, Contractor agrees to comply fully with and be bound by all of the Administrative Code (the "Nondisclosure of Private Information Code") of the City of San Francisco.



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.

### 32. Dispute Resolution

Contractor and City will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Contractor and City within thirty (30) days after notice by one of the parties demanding non-binding mediation. Contractor and City will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally, provided, however, City's share of the cost shall not exceed 5 hours of mediation.

### 33. Termination

A. **Basis for Termination by Contractor.** Contractor shall have the right to terminate this Agreement if City is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of ninety (90) days after the last day payment is due; provided, however, that written notice is given to City by Contractor of the expiration date of the ninety (90) day delinquency period at least ten (10) days prior to the expiration date or, to terminate this Agreement if City commits

any other breach of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice by Contractor of such breach.

**B. Basis for Termination by City.** City shall have the right, without further obligation or liability to Contractor [except as specified in Sections 29 (Nondisclosure) and 33(C) (Disposition of Licensed Software on Termination) hereof]: (i) to immediately terminate this Agreement or the applicable Authorization Document if Contractor commits any breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City in the same manner as for the removal of the Licensed Software due to infringement under Section 15; or (ii) to terminate this Agreement or the applicable Authorization Document upon ninety (90) days prior written notice for any reason if the license granted hereunder is for any term other than perpetual. In the event the license granted is perpetual, termination of this Agreement or the applicable Authorization Document by City shall be effective upon receipt by Contractor of written notice of said termination.

**C. Disposition of Licensed Software on Termination:** Upon the expiration or termination of this Agreement or an applicable Authorization Document for any reason other than as provided for in Section 5(A) (Grant of License), City shall immediately: (i) return the Licensed Software to Contractor together with all Documentation; (ii) purge all copies of the Licensed Software or any portion thereof from all CPU's and from any computer storage medium or device on which City has placed or permitted others to place the Licensed Software; and (iii) give Contractor written certification that through its best efforts and to the best of its knowledge, City has complied with all of its obligations under Section 33(C).

**D. Survival.** This section and the following sections of this Agreement shall survive termination or expiration of this Agreement: 15, 19-31, 33, and 43-48.

#### 34. Notice 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 fax, and shall be addressed as follows:

To City: San Francisco Police Department  
Hall of Justice  
850 Bryant, Room 500  
San Francisco, CA 94103  
Attn: Anita Sevilla or SFPD I.T. Manager  
Fax: (415) 553-1104  
Email: Anita.Sevilla@sfgov.org

To Contractor: Level II, Inc.  
11033 NE 24<sup>th</sup> Street, #100  
Bellevue, WA 98004-2971  
Attn: Steve Wilkins, Principal Representative, or  
Fred Allen, President  
Fax: (425) 454-3175  
Email: Steve Wilkins, swilkins@leveltwo.com  
Fred Allen, fallen@leveltwo.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.

If e-mail notification is used, the sender must specify a receipt notice.

Any notice of default must be sent by registered mail.

### 35. Bankruptcy

In the event that either party shall cease conducting business in the normal course, become insolvent; make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect.

### 36. 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.

### 37. 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.

### 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, Section 67.24(e), contracts, contractors' bids, responses to requests for proposals 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. 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 or 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 of the contract until the later of either (1) three months after the date the contract is

41. 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 the City's Campaign and Governmental 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 City if it becomes aware of any such fact during the term of this Agreement.

42. 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.

43. 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.

44. 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.

45. 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.

46. Construction

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

47. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

48. Compliance with Laws

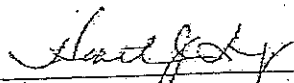
Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws.

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

CITY

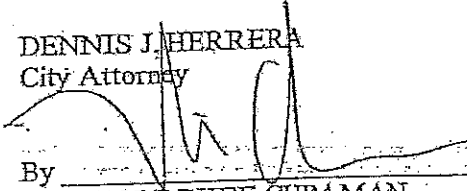
CONTRACTOR

Recommended by:

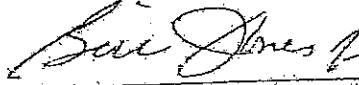
  
\_\_\_\_\_  
Signature **Heather J. Fong**  
Chief of Police  
\_\_\_\_\_  
Heather Fong, Chief of Police

Approved as to Form:

**DENNIS J. HERRERA**  
City Attorney

  
By \_\_\_\_\_  
**NICOLE RHEE CHPAMAN**  
Deputy City Attorney

Approved:

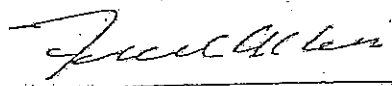
  
\_\_\_\_\_  
**NAOMI LITTLE**  
Director of Office of Contract Administration/  
Purchaser

Level II, Inc.  
Name

41412  
City Vendor Number

11033 NE 24<sup>th</sup> Street, #100  
Address

Bellevue, WA 98004-2971  
City, State, ZIP

By   
\_\_\_\_\_  
Signature

Fred Allen, President  
Name, Title

(425) 454-3175  
Phone Number

94-2608579  
Federal Employer ID Number

Appendix A

STATEMENT OF WORK (SOW)

## TABLE OF CONTENTS FOR STATEMENT OF WORK

1.0	PROJECT SCOPE	3
2.0	PROJECT ACTIVITIES	6
3.0	PROJECT MILESTONE COMPLETION CRITERIA	15
4.0	PRELIMINARY SCHEDULE	16
5.0	CHANGE CONTROL PROCEDURE	17

## 1.0 PROJECT SCOPE

The scope of Level II, Inc. responsibilities under this SOW to SFPD is:

- 1 Provide application, third party products and hardware installation of Level II's MAGUS and Journal software and Stratus 3300 Server for the SFPD's Message Switch Project.
- 2 Provide software and hardware installation and configuration services for the MAGUS and Journal Application, third party products and Stratus 3300 Server for the Message Switch Project.
- 3 Provide Project Implementation Services and Project Management to assist SFPD with installation, configuration, and documentation on the MAGUS and Journal Software, Stratus 3300 Server and third party products, and training, installation, configuration, and documentation on the MAGUS and Journal Software, Stratus 3300 Server.
- 4 Provide instruction and support for the SFPD's Journal Data Conversion efforts for the Message Switch Project as specified in this SOW and this Agreement.
- 5 Provide agreed upon tailoring for the Message Switch Project that have design approvals in writing by SFPD as specified in the SOW and this Agreement.

The services to be performed by Level II, Inc. are further detailed in this Agreement and a preliminary Project Schedule referenced in Appendix C, "Implementation Plan, (Critical) Milestones and Preliminary Project Schedule". In addition, the project specific responsibilities of the SFPD are also defined in this SOW.



## 1.1 Key Assumptions

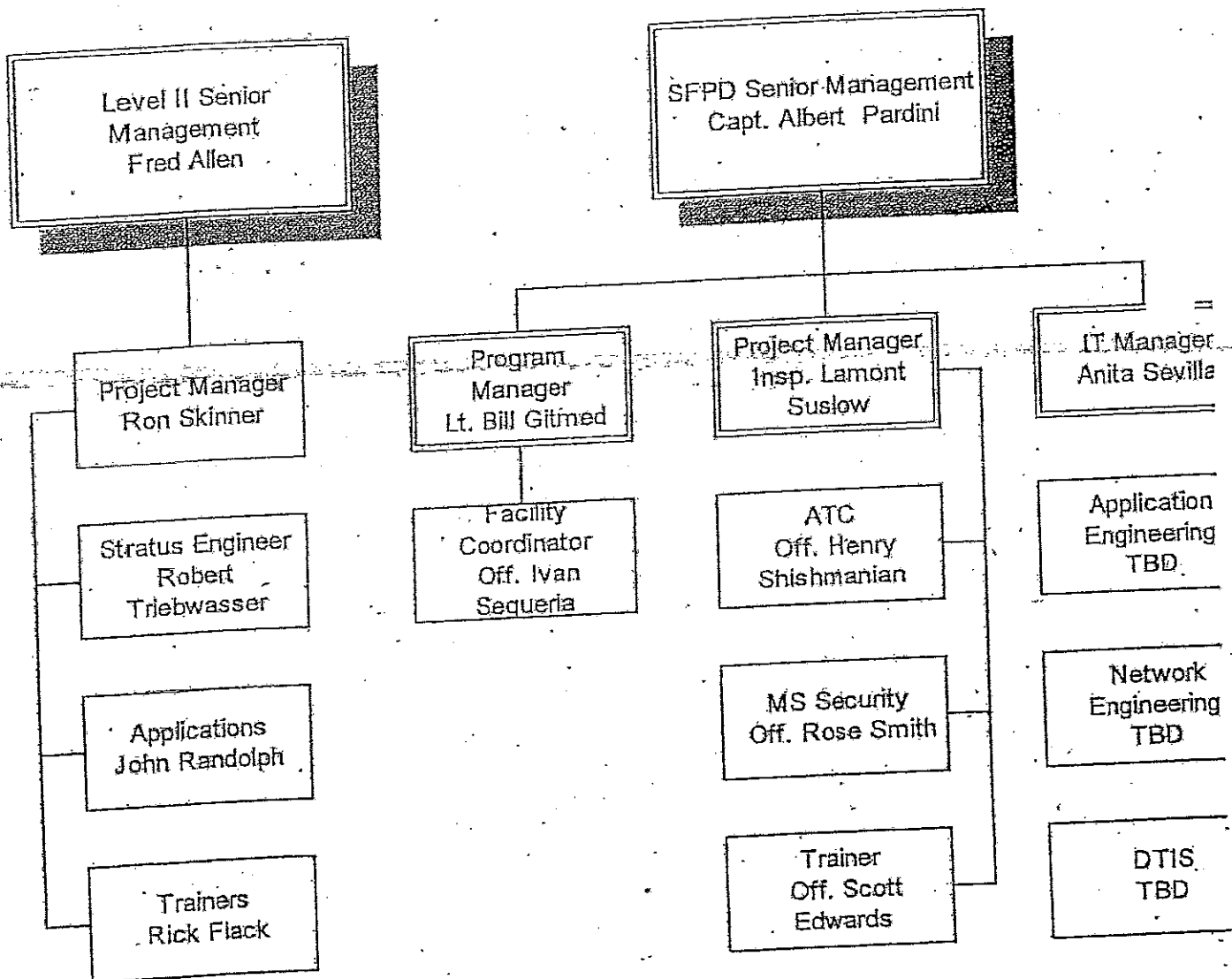
This SOW and Level II's costs to perform the SOW are based on the following key assumptions:

1. As part of its evaluation of a number of software vendors as a result of a competitive bid process, SFPD has analyzed the Level II Standard Software detailed in this SOW and related Appendices and has determined that it meets the functional and business requirements for the Message Switch Project. SFPD has requested Level II to provide the software, hardware, and services described in this SOW as well as the other Appendices that are part of the Agreement.
2. The intent of the SOW and the project implementation is to use the Standard MAGUS and Journal software. A "Best Practices" approach to software reviews will be conducted in the project plan to enhance the configuration and implementation of the Standard MAGUS and Journal Software. Based on the budget included for tailoring or enhancements defined in Appendix D, "Project Cost and Payment Schedule", any tailoring or enhancement requirements for the Standard MAGUS or Journal Software will be defined and documented as part of the best practices review and consultation phase of the project plan. The delivery of any tailoring or enhancements for the Message Switch Project will occur as agreed upon in a design approval document that has been approved and signed off on by the Message Switch Project Managers respectively.
3. Work will be performed at SFPD and Level II's project offices and will be performed during normal business hours unless mutually agreed upon.

Any changes to these assumptions may impact the cost and/or schedule of this project and will be managed through the project Change Control Procedure described in Section 5.0.

## 5.2 Project Organization

The success of the Message Switch Project is predicated upon the coordinated efforts of Level II and SFPD. See the project organizational chart below (FA2).



## 2.0 PROJECT ACTIVITIES

The project responsibilities are as follows:

### 2.1 Manage the Project

**Objective:** The objective of this task is to establish and maintain a framework for the execution of the project's management oversight, communication, reporting, procedural and contractual activities.

**Level II Responsibilities:** Level II will provide a project manager who will manage Level II responsibilities under this SOW. The Level II Project Manager will:

1. Meet with the SFPD Project Manager on a bi-weekly basis to evaluate and report project status and progress against established project work plans and schedules. These meetings may be in person or via conference call.
2. Meet with the SFPD Project Manager to discuss this SOW and if appropriate, the Change Control Procedure found in "Section 5.0, Change Control Procedure".
3. Attend major meetings with the SFPD's Senior Management for the Message Switch Project in person or via conference call.
4. Monitor and track the progress of the Level II responsibilities in this SOW.
5. Report any discrepancies to the SFPD Project Manager in a timely manner.
6. As appropriate, administer the Change Control Process and the overall Agreement with the SFPD Project Manager.
7. Deliver a written status report to the SFPD Project Manager as required.
8. Resolve deviations from the SFPD Message Switch Project plans which may be caused by Level II.

**SFPD Responsibilities:** SFPD will provide a Project Manager who will manage SFPD responsibilities under this SOW. The SFPD Project Manager will:

1. Meet with the Level II Project Manager on a bi-weekly basis to evaluate and report project status. These meetings may be in person or via conference call.
2. Meet with the Level II Project Manager to discuss this SOW and if appropriate, the Change Control Procedure found in "Section 5.0, Change Control Procedure."

3. Review the responsibilities of all parties.
4. Work with the Level II Project Manager to evaluate project progress for Level II responsibilities against established project work plans and schedules on a bi-weekly basis.
5. Attend status meetings with Level II and the appropriate Senior Management at SFPD for the Message Switch Project. These meetings may be in person or via conference call.
6. Monitor and track the progress of the Level II responsibilities in this SOW. Report any discrepancies to the Level II Project Manager in a timely manner.
7. Ensure that SFPD responsibilities will not effect Level II's ability to meet their responsibilities:
  - a. Obtain and provide information, data, decisions and written approvals, per the approved project schedule upon Level II's request, unless the SFPD Project Manager and Level II Project Manager agree to an extended time to respond.
  - b. Resolve deviations from project plans, which may be caused by SFPD.
  - c. Coordinate resources from SFPD.
  - d. Disseminate project training schedules.
  - e. Ensure that personnel whose subject matter expertise is critical to the completion of the project are made available to Level II as required. The personnel required will be identified early on during the project planning phase.
  - f. Provide suitable office space, office supplies, furniture and telephone, for the Level II team and/or Level II Project Manager while working on SFPD premises.
  - g. Provide all necessary reproduction services required in supporting the Level II personnel while working at SFPD.
  - h. Provide to Level II necessary machine time, related services, and supplies required for support of the project tasks in this SOW.
  - i. Provide the proper disposal of all refuse/packing materials.
  - j. Provide adequate training facilities, space for up to 12 students plus instructor, and the required equipment.
  - k. Security:
    1. Be responsible for the actual content of any data, selection and implementation of controls on its access and use, and security of the stored data.

2. Be responsible for loss, damage or corruption of existing end-user data files and documents.
3. With Level II assistance, provide for adequate end-user file back-up procedures as part of the installation of the application software, and for supplying all back-up media (i.e., diskette or tape) required for existing and new programs and data.
4. Responsible for the establishment of procedures to provide physical site security for the hardware and software systems and their elements. This security would include, as appropriate, protection from losses occasioned by natural threats, forced entry, acts of violence, and internal sabotage.

## 2.2 Participate in Project Planning Session(s)

**Objective:** Following Agreement execution, the objective of this task is to develop a mutually agreed upon detailed implementation plan and schedule for the Message Switch Project and provide names of personnel who will be conducting work and have responsibilities on the Message Switch Project.

**Level II Responsibilities:** Level II will perform the following sub-tasks:

1. Participate in implementation planning session(s) with the SFPD to validate the implementation strategy and finalize the overall implementation schedule.
2. Will provide a complete and detailed Work Breakdown Structure and confirm the order of implementation for projects tasks and implementation.
3. Develop a detailed Training Plan for the Message Switch Project.
4. Finalize an Implementation Project Plan and schedule, with SFPD approval, for the Message Switch Project.

**SFPD Responsibilities:** The SFPD Project Manager will be responsible for the attendance of key personnel from SFPD at these meetings.

### 2.3 Procure and Install the Licensed Software and Hardware (including third party products)

**Objective:** Procure and install the Licensed Software and Hardware (including third party products) for the Message Switch Project.

#### Level II Responsibilities:

1. Procure and install the Licensed Software and Hardware (including third party products) as listed in Appendix B, "Licensed Software and Hardware (including third party products)" of the Agreement.
2. In cooperation with SFPD, will check the SFPD facility to make sure it is adequate for the installation of the hardware platform. This includes proper power, ventilation, phone access, adequate UPS (uninterruptible power supply), Telco lines, physical network lines, and proper space and/or rack space for the hardware.
3. Will not install the hardware or software until the SFPD facility meets the required installation specifications.
4. Will recommend backup schemes to SFPD and with approval configure the backup facility software for both full and incremental backups of the Message Switch and Journal systems.
5. Will assist SFPD with the CLETS Upgrade Application and Mnemonic Pooling Application and Addendum.
6. Will, if SFPD is unable to obtain a test CLETS line, work with SFPD to schedule a time to connect the MAGUS Message Switch on the production CLETS line for CLETS connectivity testing.
7. Will conduct SFPD Message Switch system CLETS connectivity tests and obtain Message Switch TCP/IP certification from DOJ.
8. Will work with SFPD to identify and document network connectivity issues and assist SFPD with the connection of the SFPD Message Switch to the existing network, servers and applications.
9. Will be responsible for establishing and documenting both of the distinct device type connections (1 - application systems that connect directly to the MAGUS Message Switch and 2 - directly connected workstations).
10. Will participate in engineering meetings and testing with SFPD associated with the implementation of a Citrix network solution and integration of the MAGUS Message Switch and Journal software.

11. Will participate in engineering and planning meetings with SFPD and New World Systems for integration between the MAGUS Message Switch and Journal software with the New World Systems RMS.
12. Will provide an engineering study on MDT client software to access MDTs and Motorola RNC if the environment isn't sufficient for use of the Level II MAGUS Message Switch. The engineering study shall contain recommendations for connectivity options.
13. Will technically assist SFPD how to secure SFPD networks.
14. Will help SFPD ensure the SFPD Message Switch's encryption schemes are appropriate to each connected device and application.
15. Will be on site to assist the SFPD in cutting production operation over from the legacy message switch to MAGUS Message Switch.
16. Will provide written instructions to SFPD for the conversion and migration of legacy devices to the new Message Switch (instructions shall include de-installation steps of the old legacy devices).
17. Configure and test the MAGUS, Journal and third party software on the Stratus Server and Clients. This includes providing the necessary Windows 95 and/or Internet Explorer 5.5 software patch so SFPD clients can securely connect to the Message Switch.
18. Will configure and test the Journal capture, storage, retrieval and reporting for both CLETS data traffic and the data traffic on the other installed interfaces.
19. Will test locally (on site) the new Message Switch's system internal and external interfaces, all screens/masks, hardware, and client's connectivity to the network and other servers.
20. Provide five interfaces to be determined during the project planning and implementation phases.
21. Provide training to the appropriate System Administrator(s), train the trainer, and other training as provided for in Section 2.5.
22. Provide Motorola RNC interface and MDT client configuration and testing applications to the client MDT's.
23. Will, if necessary, create and install custom client software for the MDT clients so the MDT clients can access CAD, RMS and Message Switch systems.
24. Provide written and electronic documentation and drawings for the Licensed Software and Hardware (including third party products, as available) listed in Appendix B, "Licensed Software and Hardware (including Third Party Products)" of the Agreement.



### SFPD Responsibilities:

1. Provide the appropriate physical environment (space, network, cabling, and power, etc.) necessary to implement the Stratus Server and other related hardware installation.
2. Will request a CLETS test line from DOJ for initial Message Switch connectivity and TCP/IP certification.
3. Provide a phone line or appropriate connection for Level II's and Stratus' Customer Support.
4. Ensure that each interfacing application platform has a physical connection to the MAGUS message switch.

## 2.4 Participate in Software/Hardware Acceptance Testing

**Objective:** Conduct Acceptance Tests on Licensed Software and Hardware (including third party products) and interfaces according to Appendix E, "Acceptance Criteria, Process, Testing, and Final Acceptance."

### Level II Responsibilities:

1. Will locally test each application to ensure and demonstrate that the installation satisfies SFPD's fundamental requirements.
2. Will configure the system for SFPD purposes. The configuration entails adding the connections for all external devices, adding Users and authentication, and adding transaction authorization. Level II will then demonstrate to SFPD the efficacy of the configuration.
3. Will locally and individually test all newly added MAGUS connections to demonstrate their ability to exchange messages with their external systems, as required. Test periods will be coordinated with the Administrator of the external systems so they can schedule any downtime, if needed, with the Users of the system.
4. Will after successfully completed local testing, conduct acceptance testing with SFPD personnel to demonstrate that the new Message Switch is ready to enter production operation.
5. Participate in the design of the Acceptance Test Plan (ATP).
6. Will be on site during execution of the ATP.
7. Support and conduct, with SFPD, the ATP.

### SFPD Responsibilities:

1. Participate in the design of the ATP.
2. Provide subject matter experts "SME" and other representatives to participate with Level II and the ATP.
3. If ATP is successfully completed, will sign off as complete the ATP.

Note: The Acceptance Test criteria are detailed in Appendix E, "Acceptance Criteria, Process, Testing, and Final Acceptance," to this Agreement.

## 2.5 Provide User Training and Implementation Assistance.

**Objective:** The objective of this task is to provide user training and implementation assistance for Level II's Software and Stratus Server Hardware used in the Message Switch Project.

**Level II Responsibilities:** Level II will provide the following on-site training and implementation as listed below. The training will be for System Administrators and for a selected group of End Users (train the trainer).

1. Three MAGUS Client Work Station Install and End User Training Courses.
2. One MAGUS Administration and Operation Training Course.
3. One Journal Administrator and End User Training Course.
4. One Journal Server Database Maintenance and Database Migration Training Course.
5. Coordinate Stratus ftServer 3300/5600 Education Package:
  - a. ftServer 3300/5600 Hardware Overview
  - b. ftServer System Administration
  - c. ftServer Disk Management
  - d. ActiveService TM Manager (ASM) User Interface

Level II will work with the SFPD Project Manager to provide implementation assistance and schedule training sessions.

### SFPD Responsibilities:

1. Provide availability of the assigned SFPD employees who need to be trained on the Level II and Stratus products and applications.
2. Provide qualified personnel with sufficient back up staff to be trained to use the Licensed Software and Hardware (including third party Products) and how to interpret the output.
3. Provide training facilities and the required equipment.

**Completion Criteria:** This task will be complete when the training sessions have been completed.

### 3.0 PROJECT MILESTONE COMPLETION CRITERIA

Level II shall have fulfilled its obligations under this SOW for the Message Switch Project when the following occurs (subject to change through the Change Control Procedure in Section 5.0):

#### MILESTONES FOR THE MESSAGE SWITCH PROJECT

1. Complete the Project Kickoff Meeting with SFPD Senior Management and the Message Switch Project Team.
2. Complete System Assurance and installation of Hardware (Servers) and MAGUS, Journal and third party Products listed in Appendix B, "Licensed Software and Hardware (including third party Products)".
3. Complete an Implementation Planning Session to provide the necessary input and priorities for a detailed Project Plan.
4. Complete and delivery a detailed Project Plan for the Message Switch Project.
5. Complete a Business Process Review of MAGUS and Journal Software and associated interfaces with SFPD Management to include a written design sign off on any tailoring or enhancements including the Journal Data Conversions.
6. Install and test the Journal Data Conversions approved in Milestone 5.
7. Install and test the approved tailoring or enhancements that were approved in Milestone 5.
8. Complete Acceptance Test per Appendix E, "Acceptance Criteria, Process, Testing, and Final Acceptance."
9. Provide final written and electronic documentation and drawings of the installation of the Licensed Software and Hardware (including Third Party Products).

#### 4.0 PRELIMINARY SCHEDULE

It is anticipated that the Message Switch Project will commence upon acceptance of a signed Agreement between Level II and SFPD and will conclude approximately ten (10) months later. The Message Switch Project plans are at a summary level and track the project milestones discussed in Section 3.0. The implementation plan and preliminary project schedule are expected to be replaced by a detailed Implementation Plan and Project Schedule and mutually agreed upon by the Level II Project Manager and the SFPD Project Manager. The detailed plan and schedule will be completed within 60 days of Agreement execution or some other date agreed upon by the Project Managers.

## 5.0 CHANGE CONTROL PROCEDURE

Subject to terms and conditions defined elsewhere in the Agreement, changes to the SOW may be requested at any time by either party. Since a change could affect the cost, scope or schedule, or other terms of the SOW or the Agreement, both the Level II and SFPD Project Managers must approve each change before amending the SOW and implementing the change. Increases in cost of the Message Switch Project will require a written modification to the Agreement, signed and approved in the same manner as the Agreement.

The following procedure will be used by Level II and SFPD to control changes to the SOW and changes to any previously approved deliverables.

- All Project Change Requests (PCR) will be submitted in writing. They will describe the change and include whatever rationale and/or estimated effect the change will have on the SOW.
- The Level II and SFPD Project Manager(s), as appropriate, will review the proposed change. It is then accepted or rejected for submission to the other party. If rejected, the PCR is returned to the originator, along with the reason for the rejection.
- The Level II and SFPD Project Manager(s) will weigh the merits of the proposed change and approve it for investigation or reject it. Approval of a PCR for investigation by both parties constitutes authorization by SFPD, of the amount proposed by SFPD/Level II to investigate the PCR. Appropriate staff work will take place at this time. Effect on the price, estimated schedule, or other terms of the Agreement and this SOW will be determined. If the change is approved it will be scheduled for implementation. If the change is disapproved the PCR will be returned to the originator, along with the reason for the rejection.

Approved changes will be incorporated into the SOW through written change authorizations (change orders), as appropriate.

## Appendix B -- Licensed Software and Hardware (including 3rd Party Products)

### Level II, Inc. Application Software Licenses:

Software Description	Qty
MAGUS Switching System Software License (1000)	1
Journal Historical Archival/Retrieval Software License (1 Client)	1
Remote Journal Interface (1 Client)	1
Journal Statistical Reporting Module	1

### Stratus Configured System:

Part No.	Stratus Detail Component Description	Qty
P3103R-2D	ftServer 3300 2-way rack, DMR, 3.06 GHz CPU, 512 KB IL2 Cache, includes integrated 10/100 & 10/100/1000 ethernet pair, ultra160 controller pair for up to 6 internal disk drives, 2 external SCSI tape connections; two USB, two serial, and one VGA port, includes CD-ROM.	1
S0409-EN	Microsoft Windows Server 2003 Enterprise Edition license and media (English), includes 25 CALs, 1-2 CPUs, factory installed (Price included in base model)	1
SD418-EN	English ftServer System Software 3.x, MS Service Pack (W2K3), Stratadoc CD	1
S0426	Rapid Disk Re-synchronous (RDR) Facility	1
M229	ftServer 1GB DDR DIMM	4
AK438	USB Floppy Disk Drive Kit	1
D533	ftServer 18 GB 3.5 15,000 RPM Ultra160 Disk Drive	2
D535	ftServer 146GB 3.5 10,000 RPM Ultra160 Disk Drive	4
T521	Single Drive, 3U Rack Mount SOLT600 Tape Drive	1
AK403	Fault-Tolerant ASN Attach Kit	1
V128	15 inch Rack Mount LCD with Keyboard Drawer	1
B50156	Pair of External PDU Power Cables, US IEC-C19 to NEMA L6-30P, 250 VAC, 30 AMP, 15 ft. (price included in base model)	1
B50502	Pair of External PDU Power Cables, US IEC-C19 to NEMA L6-30P, 250 VAC, 30 AMP, 15 ft. (price included in base model)	1
AAP41104	Pair of Stratus 16 AMP 8 Outlet Power Distribution Units (220V Only)	1
AK435	4U Sonic High-voltage Special Label (price included in base model)	1
AK436	High-Leakage Label (price included in base model)	1
AK445	ftServer-family 4U Rack Bezel with labels (Price included in base model)	1
R1200W	Stratus ftServer 3300 Series: System Documentation Set (Price included in base model)	1
R531	Stratus Technologies ftServer End User License and Hardware Warranty Agreements (Price included in base model)	1
F9583	ftServer I/O console filler panels that are required to cover space when ftServer PCI slots are not filled with optional PCI adapters. [Not sold separate from an ftServer.]	4
PA1068	Stratus 4U rack packaging (price included in base model)	1

### Stratus ftServer a al Carte Items:

Part No.	Stratus Detail Component Description	Qty
E138-P	ftServer 5240/6500 38U Cabinet with Packaging	1
MS3331-P	ftServer 5240/6500 38U Cabinet Front Door	1
AK454-P	ftServer 6600 38U Rear Door	1
AX80-P	ftServer Cabinet Cable Management Rings Assembly Kit	1
AX81-P	ftServer Cabinet Emplacing Kit	1

### Stratus Installation, Education and Managed Services:

Appendix B -- Licensed Software and Hardware (including 3rd Party Products)

Part No.	Stratus Detail Component Description	Qty
CSIN0017	Install ftServer 3300 in Rack	1
CSIN0028	JumpStart System Installation: JumpStart Installation includes staging and integration, hardware module installation and setup, network configuration and testing, a written site survey, internal data disks set up, Veritas software is installed (if appropriate) and 4-8 hours of on-site training is conducted with a comprehensive leave behind reference guide. Installation fees cover work performed during local business hours, Monday through Friday. Installations performed outside of normal business hours, or at sites outside the Stratus service radius (100 miles, 160 kilometers), may be subject to additional charges.	1
EDU5000	The ftServer 3300/5600 Education Package consists of four training courses, which will provide a system administrator the tools necessary to effectively manage their ftServer system. The ftServer 3300/5600 Education Package includes: (1) ftServer 3300/5600 Hardware Overview - CB5100 (normal list price \$625); (2) ftServer System Administration - CB5000 (normal list price \$625); (3) ftServer Disk Management - CB5001 (normal list price \$625); (4) ActiveService™ Manager (ASM) User Interface - CB0095 (normal list price \$25); and (5) 25% discount coupon for future stand-up training.	1
CSMS0015-10.	Availability SmartPack and SmartPack Plus Service Activation Fee (Per ftServer System).	1

Third Party Software:

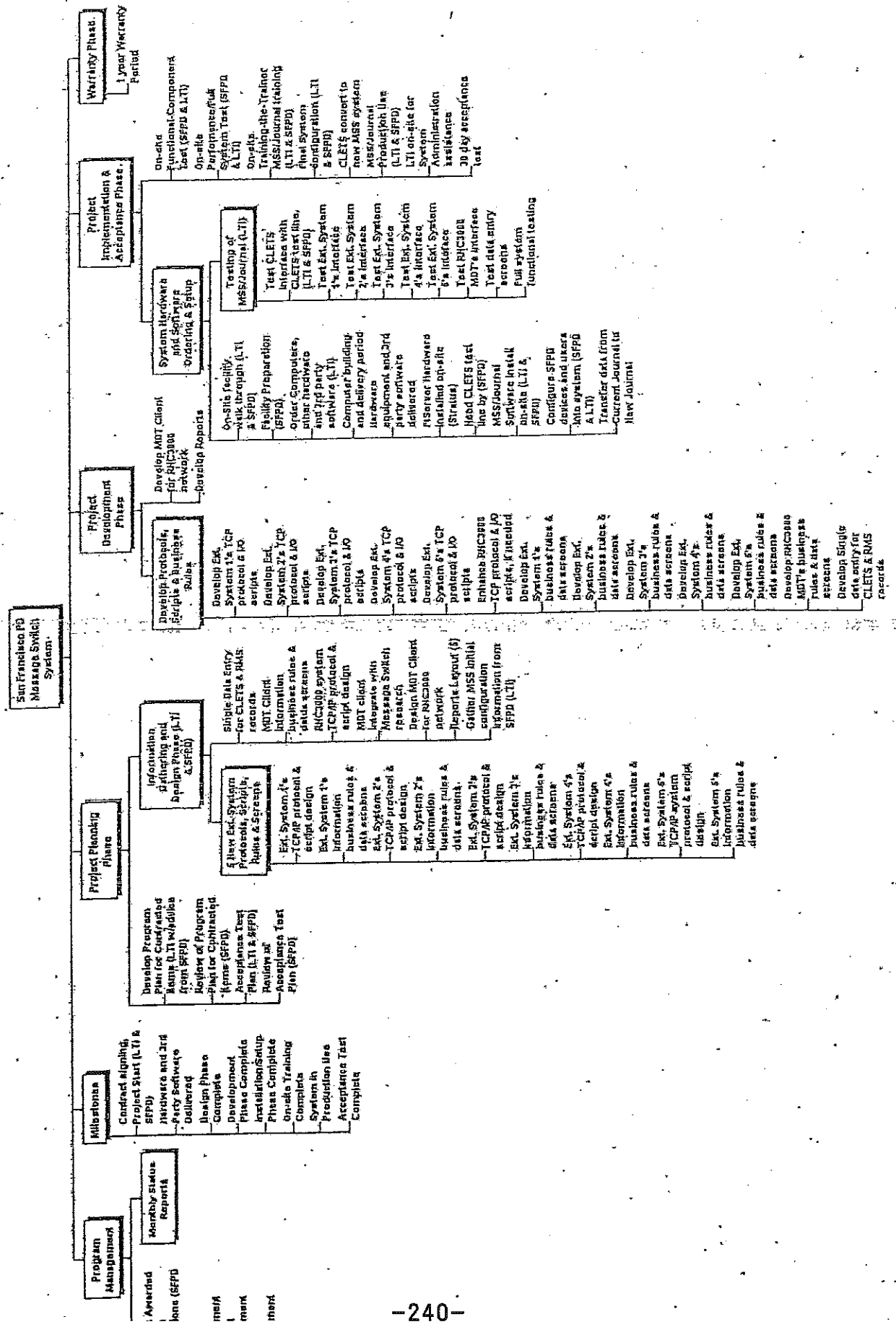
Part No.	Detail Component Description	Qty
228-01079	Microsoft SQL Server 2000 Standard Edition 1-Processor Unlimited Clients (Windows Server 2003 Operating System requires SQL Server 2000 Service Pack 3 or later to be applied)	2
C80-00053	Microsoft Windows 2000/2003 Server Internet Connector Unlimited Clients	1
E130258	Veritas Backup Exec 10.0 Windows Servers	1
E131298	Veritas Backup Exec 10.0 Windows SQL Server Agent Client License	1
W-TRP-E-WX-00	Crystal Reports XI Professional Full Product with Software Updates (English)	1







# Implementation Plan



## Appendix D – Project Cost and Payment Schedule

Level II, Inc. Application Software Licenses Costs			
Software Description	Qty	Unit Cost	Total Cost
MAGUS Switching System Software License (1000)	1	\$210,170.00	\$210,170.00
Journal Historical Archival/Retrieval Software License (1 Client)	1	\$27,700.00	no charge
Remote Journal Interface (1 Client)	1	\$1,500.00	no charge
Journal Statistical Reporting Module	1	\$3,500.00	\$3,500.00
		Subtotal:	\$213,670.00

Third Party Software Costs				
Part No.	Detail Component Description	Qty	Unit Cost	Total Cost
228-01079	Microsoft SQL Server 2000 Standard Edition 1-Processor Unlimited Clients (Windows Server 2003 Operating System requires SQL Server 2000 Service Pack 3 or later to be applied)	2	\$4,999.00	\$9,998.00
C80-00053	Microsoft Windows 2000/2003 Server Internet Connector Unlimited Clients	1	\$1,999.00	\$1,999.00
E130258	Veritas Backup Exec 10.0 Windows Servers	1	\$795.00	\$795.00
E131298	Veritas Backup Exec 10.0 Windows SQL Server Agent Client License	1	\$995.00	\$995.00
W-1RP-E-WX-00	Crystal Reports XI Professional Full Product with Software Updates (English)	1	\$714.00	\$714.00
			Subtotal:	\$14,501.00

Stratus Configured System Costs				
Part No.	Stratus Detail Component Description	Qty	Unit Cost	Total Cost
P31D3R-2D	ftServer 3300 2-way rack, DMR, 3.06 GHz CPU, 512 KB L2 Cache, includes integrated 10/100 & 10/100/1000 ethernet pair, ultra160 controller pair for up to 6 internal disk drives, 2 external SCSI tape connections; two USB, two serial, and one VGA port, includes CD-ROM.	1	\$22,659.00	\$22,659.00
S0409-EN	Microsoft Windows Server 2003 Enterprise Edition license and media (English), includes 25 CALs, 1-2 CPUs, factory installed (Price included in base model)	1	\$0.00	\$0.00
S0418-EN	English ftServer System Software 3.x, MS Service Pack (W2K3), Stratadoc CD	1	\$1,999.00	\$1,999.00
S0426	Rapid Disk Re-synchronous (RDR) Facility	1	\$899.00	\$899.00
V229	ftServer 1GB DDR DIMM	4	\$679.00	\$2,716.00
K438	USB Floppy Disk Drive Kit	1	\$109.00	\$109.00
J633	ftServer 18 GB 3.5 15,000 RPM Ultra160 Disk Drive	2	\$359.00	\$718.00
J535	ftServer 146GB 3.5 10,000 RPM Ultra160 Disk Drive	4	\$669.00	\$2,676.00
S21	Single Drive, 3U Rack Mount SOLT600 Tape Drive	1	\$7,995.00	\$7,995.00
K403	Fault-Tolerant ASN Attach Kit	1	\$2,200.00	\$2,200.00
J128	15 inch Rack Mount LCD with Keyboard Drawer	1	\$1,749.00	\$1,749.00
S0156	Pair of External PDU Power Cables, US IEC-C19 to NEMA L6-30P, 250 VAC, 30 AMP, 15 ft. (price included in base model)	1	\$0.00	\$0.00
S0502	Pair of External PDU Power Cables, US IEC-C19 to NEMA L6-30P, 250 VAC, 30 AMP, 15 ft. (price included in base model)	1	\$0.00	\$0.00
AP41104	Pair of Stratus 16 AMP 8 Outlet Power Distribution Units (220V Only)	1	\$678.00	\$678.00
K435	4U Sonic High-voltage Special Label (price included in base model)	1	\$0.00	\$0.00
K436	High-Leakage Label (price included in base model)	1	\$0.00	\$0.00
K445	ftServer-family 4U Rack Bezel with labels (Price included in base model)	1	\$0.00	\$0.00
I200W	Stratus ftServer 3300 Series System Documentation Set (Price included in base model)	1	\$0.00	\$0.00
S531	Stratus Technologies ftServer End User License and Hardware Warranty Agreements (Price included in base model)	1	\$0.00	\$0.00
9583	ftServer I/O console filler panels that are required to cover space when ftServer PCI slots are not filled with optional PCI adapters. [Not sold separate from an ftServer.]	4	\$0.00	\$0.00
A1068	Stratus 4U rack packaging (price included in base model)	1	\$0.00	\$0.00
			Subtotal:	\$44,398.00

## Appendix D -- Project Cost and Payment Schedule

Stratus ftServer a al Carte Items Costs				
Part No.	Stratus Detail Component Description	Qty	Unit Cost	Total Cost
E138-P	ftServer 5240/6500 38U Cabinet with Packaging	1	\$2,745.00	\$2,745.00
MS3331-P	ftServer 5240/6500 38U Cabinet Front Door	1	\$425.00	\$425.00
AK454-P	ftServer 6600 38U Rear Door	1	\$680.00	\$680.00
AX80-P	ftServer Cabinet Cable Management Rings Assembly Kit	1	\$90.00	\$90.00
AX81-P	ftServer Cabinet Emplacing Kit	1	\$105.00	\$105.00
			<b>Subtotal:</b>	<b>\$4,045.00</b>

Stratus Installation, Education and Managed Services Costs				
Part No.	Stratus Detail Component Description	Qty	Unit Cost	Total Cost
CSIN0017	Install ftServer 3300 in Rack	1	\$800.00	\$800.00
CSIN0028	JumpStart System Installation: JumpStart Installation includes staging and integration, hardware module installation and setup, network configuration and testing, a written site survey, internal data disks set up, Veritas software is installed (if appropriate) and 4-8 hours of on-site training is conducted with a comprehensive leave behind reference guide. Installation fees cover work performed during local business hours, Monday through Friday. Installations performed outside of normal business hours, or at sites outside the Stratus service radius (100 miles, 160 kilometers), may be subject to additional charges.	1	\$2,995.00	\$2,995.00
EDU5000	The ftServer 3300/5600 Education Package consists of four training courses, which will provide a system administrator the tools necessary to effectively manage their ftServer system. The ftServer 3300/5600 Education Package includes: (1) ftServer 3300/5600 Hardware Overview - CB5100 (normal list price \$625); (2) ftServer System Administration - CB5000 (normal list price \$625); (3) ftServer Disk Management - CB5001 (normal list price \$625); (4) ActiveService™ Manager (ASM) User Interface - CB0095 (normal list price \$25); and (5) 25% discount coupon for future stand-up training.	1	\$400.00	\$400.00
SMS0015-10	Availability SmartPack and SmartPack Plus Service Activation Fee (Per ftServer	1	\$225.00	\$225.00
			<b>Subtotal:</b>	<b>\$4,420.00</b>

Onsite Installation and Other Services Costs				
Description	Qty	Unit Cost	Total Cost	
System Installation, Integration, Testing and Certification	10	\$1,320.00	\$13,200.00	
Services to Transfer the "Old" Journal's Data to the "New" Journal Server	1	\$5,173.00	\$5,173.00	
			<b>Subtotal:</b>	<b>\$18,373.00</b>

Consulting Services Costs				
Description	Qty	Unit Cost	Total Cost	
Consulting and Support Services <sup>1</sup>	1	\$25,000.00	\$25,000.00	
			<b>Subtotal:</b>	<b>\$25,000.00</b>

Software Customization Costs				
Description	Qty	Unit Cost	Total Cost	
Create and Install New TCP/IP Interfaces to Five Local Systems <sup>2</sup>	5	\$11,000.00	\$55,000.00	
Produce Local Client Mask and Server Scripts Sets Providing Access to 5 New Local TCP/IP Interfaces	30	\$990.00	\$29,700.00	
			<b>Subtotal:</b>	<b>\$84,700.00</b>

**Appendix D -- Project Cost and Payment Schedule**

<b>Training (Train-the-Trainer Classes, Cost Per Class) Costs</b>			
Description	Qty	Unit Cost	Total Cost
MAGUS Client WS Install & End User Training Course (Level II)	3	\$2,500.00	\$7,500.00
MAGUS Administration and Operation Training Course (Level II)	1	\$2,500.00	\$2,500.00
Journal System Administrator & End User Training Course (Level II)	1	\$2,500.00	\$2,500.00
		<b>Subtotal:</b>	<b>\$12,500.00</b>

<b>First Year Maintenance Service Cost After Warranty Period Costs (Annual Escalation Rate Not to Exceed 5%)</b>				
Level II Detail Component Description	Qty	Unit Cost	Total Cost	
MAGUS Annual Maintenance Cost (1000 Clients)	1	\$31,275.00	No Charge	
Journal Annual Maintenance Cost	1	\$4,155.00	No Charge	
Remote Journal Interface Annual Maintenance Cost (1 Client)	1	\$225.00	No Charge	
Journal Statistical Reporting Annual Maintenance Cost	1	\$525.00	No Charge	
Part No.	Stratus Detail Component Description (includes Managed Services)	Qty	Unit Cost	Total Cost
P3103R-2D	fitServer 3300, 4U, 2-way DMR, 3.06 GHz CPU, 512 KB Cache, Rack-mountable	1	9,996.00	9,996.00
P521	Single Drive, 3U Rack Mount SDLT600 Tape Drive	1	960.00	960.00
P128	15 inch Rack Mount LCD with Keyboard Drawer	1	276.00	276.00
P5SMS0015-20	Availability SmartPack Service (Per fitServer System)	1	1,020.00	1,020.00
P0426	Rapid Disk Re-synchronous (RDR) Facility	1	180.00	180.00
			<b>Subtotal:</b>	<b>\$12,432.00</b>

<b>Second Year Maintenance Service Cost After Warranty Period Costs (Annual Escalation Rate Not to Exceed 5%)</b>				
Level II Detail Component Description	Qty	Unit Cost	Total Cost	
MAGUS Annual Maintenance Cost (1000 Clients)	1	\$31,275.00	\$31,275.00	
Journal Annual Maintenance Cost	1	\$4,155.00	4,155.00	
Remote Journal Interface Annual Maintenance Cost (1 Client)	1	\$225.00	225.00	
Journal Statistical Reporting Annual Maintenance Cost	1	\$525.00	525.00	
Part No.	Stratus Detail Component Description (includes Managed Services)	Qty	Unit Cost	Total Cost
P3103R-2D	fitServer 3300, 4U, 2-way DMR, 3.06 GHz CPU, 512 KB Cache, Rack-mountable	1	9,996.00	9,996.00
P521	Single Drive, 3U Rack Mount SDLT600 Tape Drive	1	960.00	960.00
P128	15 inch Rack Mount LCD with Keyboard Drawer	1	276.00	276.00
P5SMS0015-20	Availability SmartPack Service (Per fitServer System)	1	1,020.00	1,020.00
P0426	Rapid Disk Re-synchronous (RDR) Facility	1	180.00	180.00
			<b>Subtotal:</b>	<b>\$48,612.00</b>

<b>Sum of all Cost Categories Above (not including 2nd year maintenance costs)</b>	<b>\$434,039.00</b>
<b>Applicable State of California Sales Tax (8.5%) -- Hardware/Software</b>	<b>8.5%: \$23,888.00</b>
<b>Total Project Cost (Sum of all Cost Categories above)</b>	<b>Grand Total: \$457,927.00</b>
<b>not including 2nd year maintenance costs</b>	

**Appendix D -- Project Cost and Payment Schedule**

	<sup>1</sup> Consulting Service Costs shall be \$165 per hour for principle period of maintenance (PPM) time frame which is defined as Monday through Friday, from 0700 to 1800 Pacific Standard or Daylight time, excluding holidays or \$240 per hour for none PPM time frame. All travel and other expenses shall be included in the specified hourly rates. All Consulting Services costs shall first be preapproved by SFPD,			
	<sup>2</sup> Should SFPD require more than 5 new TCP/IP interfaces, each subsequent interface customized by Contractor shall cost up to, but shall not exceed, \$11,000 each. The total cost shall be mutually agreed to by the parties. Should SFPD require less than 5 new TCP/IP interfaces there will be a reduction of \$11,000 for each less interface.			
<b>Project Payment Plan</b>				
<b>1st</b>	Hardware, MAGUS' Standard CLETS Transactions & 3rd Party Software Installed on or about 6/30/05:			<b>\$251,957.00</b>
<b>2nd</b>	Interfaces and masks on or about 9/30/05:			<b>\$84,700.00</b>
<b>3rd</b>	Final Acceptance Test Successfully Passed on or about 12/31/05:			<b>\$96,270.00</b>
<b>4th</b>	Consulting Services paid on an as needed basis .			<b>\$25,000.00</b>
				<b>\$457,927.00</b>

## Appendix E

### Acceptance Criteria, Process, Testing and Final Acceptance

**Installation Testing:** Upon installation by Contractor of the COTS MAGUS and Journal software and all third party software on the Stratus Computer System, Contractor will work with SFPD on a site-custom implementation phase, during which time Contractor will modify and install all software and hardware, serving to provide site-specific behavior to SFPD's MAGUS/Journal Message Switching System. Contractor will then locally test the Stratus Computer and each application of the Message Switching System with SFPD's project staff to ensure and demonstrate that the installation satisfies SFPD's fundamental requirements. Contractor shall provide written documentation and drawings, in both written and electronic form (suitable for SFPD maintenance) detailing the software and hardware installation and testing. The required documentation shall be updated as changes may be made so that final accurate and complete written and electronic documentation is left by Contractor with SFPD upon completion of Final Acceptance.

**Configuration Testing:** Upon satisfaction of Installation Testing above, Contractor will then configure the new System for SFPD's specific requirements. Configuration will entail, without limitation, adding the connections for all external interfaces and devices, adding Users and authentication, and adding transaction authorization. Upon completion of such configuration, Contractor and SFPD shall test the efficacy of the completed configuration. Contractor will locally and individually test all MAGUS and Journal connections for operational functionality and all interface connections to demonstrate their ability to exchange messages with their internal or external systems, as required. A test time period will be coordinated with each Administrator of the external system so that they can schedule any downtime, if needed, with the Users of the System.

**Acceptance Criteria:** As part of completing a detailed project plan, Contractor and SFPD shall develop an Acceptance Test Plan ("ATP"). The ATP shall have a checklist of functional requirements derived from Contractor working with SFPD on their specific requirements, the Software Documentation, Hardware Documentation, and third party products and software documentation. The ATP must include, but is not limited to, testing all screens (includes internal and external functions), standard and developed interfaces, mobile access and compliance with Appendix G, "SFPD's Requirements Checklist", and any other CLETS requirements, Level II's software documentation, Stratus hardware documentation, and documentation of all third party products and software on the System.

**Final Acceptance:** After Contractor has successfully completed local Installation and Configuration Testing and developed the ATP, Contractor and SFPD will conduct functional Acceptance Testing, using the newly-developed ATP to demonstrate that the new System is ready to enter production operation. Final Acceptance shall have occurred upon successful testing using the ATP and when there is written verification provided by the SFPD that the project has been completed satisfactorily pursuant to this Agreement or, after going into production use, the System continues to meet the ATP requirements for an uninterrupted 30 days, whichever is earlier.



## Appendix F

### Level II, Inc. Support Services Agreement ("SSA")

#### 1.0 INTRODUCTION

This is a Support Services Agreement (the "SSA") between LEVEL II, Inc. ("Level II" or "Contractor") and the City and County of San Francisco (the "City") and is attached to the Agreement dated 25<sup>th</sup> March 2005, between Level II, Inc. and the City.

(a) City has licensed from Level II certain products listed in Appendix B of this Agreement entitled, "Licensed Software and Hardware (including Third Party Products)".

(b) City wishes to obtain and Level II wishes to provide maintenance and support services for the "Licensed Software and Hardware (including Third Party Products)" under the terms and conditions of this SSA.

#### 2.0 SERVICES PROVIDED by LEVEL II

Level II shall provide the following "Support Services" to Customer for the "Licensed Software and Hardware (including Third Party Products)":

(a) Nonconformities  
For nonconformities which preclude the "Licensed Software and Hardware (including Third Party Products)" from substantially conforming in all material respects to the Specifications (see definition in 1.0 of the Agreement):

- Quick and direct access to Level II or 3<sup>rd</sup> Party software engineer having expert knowledge of the "Licensed Software and Hardware (including Third Party Products)".
- Reasonable efforts to correct such nonconformities or provide an avoidance procedure. This service is provided at no additional charge provided the service is requested during the Principle Period of Maintenance (PPM) time frame.
- The PPM time frame is Monday through Friday, from 7:00 A.M. to 6:00 P.M. (Pacific Standard or Daylight Time) excluding holidays.
- Maintenance service available 24 hours a day, seven (7) days a week. Service requested outside the PPM time frame is provided on a time and material (T/M) basis at the rates set forth in Section 6.0 of this SSA.
- For maintenance service requests for nonconformity that does not render the "Licensed Software and Hardware (including Third Party Products)" inoperative, Level II will respond to maintenance service requests within two (2) hours, meaning that a Level II employee will contact City and obtain information regarding the nonconformity. Within four (4) hours, Level II will assign a product technical specialist(s) to diagnose the nonconformity and to commence correction, immediately provide an avoidance procedure, and exercise all commercially reasonable efforts to correct the nonconformity.
- For maintenance service requests due to a nonconformity that renders the "Licensed Software and Hardware (including Third Party Products)" inoperative or causes the "Licensed Software and Hardware (including Third Party Products)" to fail catastrophically, within two (2) hours, Level

II will assign a product technical specialist to diagnose and correct the nonconformity; Level II shall proceed to immediately correct or provide an avoidance procedure. Level II will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the nonconformity is corrected.

- The following maintenance service requests are not covered under this SSA:

- 1) Service requests processed outside the PPM time frame or on holidays.
- 2) Correction of nonconformities introduced by "Licensed Software and Hardware (including Third Party Products)" adaptations applied by City or any party other than Level II.
- 3) Service requests to diagnose problems other than "Licensed Software and Hardware (including Third Party Products)" nonconformities.
- 4) Requests to design/implement new "Licensed Software and Hardware (including Third Party Products)" features.
- 5) Any nonconformity resulting from an accident, misuse, or misapplication on the part of the City.

For maintenance service which Level II does not believe falls within the scope of this SSA, Level II shall advise City of this and its reasons for the determination. If the City agrees that the service requested is outside the scope of the SSA, Level II shall provide an estimate of costs for correcting the nonconformity, and City will advise Level II in writing that the services to be provided are not within the scope of this SSA.

For maintenance service not covered by this Agreement, the service is available on a T/M basis at the rate set forth in Section 6 of this SSA, with a two (2) hour minimum charge.

(b) "Licensed Software and Hardware (including Third Party Products)" Enhancements:

- Enhanced releases of the "Licensed Software and Hardware (including Third Party Products)" and associated documentation will be provided to City during the term of this SSA.
- If City decides to use the new release, Level II will install the new release at no charge. If City does not use the new release, Level II reserves the right to discontinue support for the old release upon thirty (30) days' notice.
- Except as imposed by CLETS, the state or federal government, nothing herein shall oblige Level II to release Enhancements and Level II shall, in its sole discretion, determine the nature, content, timing and release level of Enhancements, if any.
- Modification of program statements to enable the System to programmatically accommodate changes imposed by CLETS, the state or federal government will be made free of charge to the City.

(c) Procedure for Support

1. City will designate a single employee who will be the initial point of contact for receiving and creating "Licensed Software and Hardware (including Third Party Products)" nonconformity reports.

2. City will use reasonable efforts to correct all reported nonconformities prior to contacting Level II.

3. If City determines the reported nonconformity is with the Level II "Licensed Software and Hardware (including Third Party Products)" and Level II's assistance is required to diagnose and correct the nonconformity, City will complete the nonconformity report with the following information.

- Problem Report Number (Tracking Key), if applicable
- Site ID
- Reporting Party Name
- Reporting Party Telephone Number
- Date/Time Problem Reported
- Date/Time Problem Occurred
- Description of Problem
- Problem Example (if applicable)
- Diagnosis performed by City (if applicable)
- Other Diagnostic Information (if applicable)

4. City will E-mail nonconformity report to Maint@LevelTwo.com, or Fax nonconformity report to Level II (fax number 425-462-9571).

5. City will use the following phone numbers to reach Level II:

During PPM: (888) 232-9609, Inbound WATS, or  
(425) 454-3175

Outside PPM: (206) 991-8695 [primary pager], or if you receive no call within 30 minutes, call (206) 991-3406 [backup pager]

If you should still get no response (which should never occur) and you've been given a number under separate cover, call it.... it's the personal off-hours number of a company officer, whom you should NEVER need call, who will be very glad to get your call, but not necessarily happy.

6. Problems reported to Level II during the PPM-time frame will be reported to the company's service coordinator who will assign the appropriate Level II engineer to the nonconformity report. Problems reported to Level II outside the PPM time frame will be assigned by the Level II employee responding to the "pager" call.

7. Using the faxed or emailed nonconformity report, the Level II engineer assigned to the nonconformity report will provide reasonable efforts to correct the reported nonconformity or provide an avoidance procedure, following the "Licensed Software and Hardware (including Third Party Products)" nonconformity procedure set forth above.

8. All nonconformity reports will remain "open" until the reported nonconformity has been corrected or a permanent avoidance procedure has been provided. Upon closure, Level II will provide City the following disposition information:

- Description of corrective action or avoidance procedure applied by Level II or disposition of nonconformity report
- Date/Time closed
- Level II engineer name assigned to the nonconformity report
- (Written) E-mail or fax copy of Level II's "Closed" nonconformity report to City
- If service provided by Level II to City is outside the scope of this SSA, Level II will invoice City for services rendered per the terms set forth in this Agreement.

(d) Relation to Warranty Provisions

During the warranty period set forth in the Agreement, Level II will provide the standard maintenance services set forth in this Agreement at no additional fee (excluding services not covered by this SSA).

(e) Scope of Maintenance

Under this SSA, Level II provides support services for only the "Licensed Software and Hardware (including Third Party Products)" enumerated in Appendix B, "Licensed Software and Hardware (including Third Party Products)". Further, Level II shall act as the "first responder" to every apparent operational nonconformity to the "Licensed Software and Hardware (including Third Party Products)", whether for Level II's proprietary or 3<sup>rd</sup> Party software or hardware as listed in Appendix B, "Licensed Software and Hardware (including Third Party Products)".

**3.0 PAYMENT by CUSTOMER**

(a) Customer shall pay annual support fees as set forth in Appendix D and Section 6 below. The entire annual support fee is due and payable immediately upon expiration of the applicable warranty period set forth in the License Agreement. For succeeding years, the then current annual support fee is due and payable immediately upon expiration of the prior annual support period. No portion of the annual support fee is refundable, except where the SSA is terminated for cause by the City.

(b) Level II may refuse to provide or delay the provision of any services or items if City becomes delinquent in payment of its obligations.

**4.0 TERM, RENEWAL, and TERMINATION**

(a) Maintenance and support under this SSA shall commence upon expiration of the warranty period stated in the Agreement.

(b) Thirty days prior to the expiration of the first year's support services under this SSA, City shall have the right to renew support services for another year; and, thereafter, the City shall have the right to renew support services on an annual basis for up to five (5) years by exercising its right of renewal thirty days prior to the expiration of the then current year's support services.

(c) City may terminate this SSA pursuant to the Termination provisions of the Agreement. Level II may terminate this SSA if City materially breaches any license or confidentiality provisions of the Agreement. If Level II terminates this Agreement due to City's breach of license or confidentiality provisions, Level II may terminate any agreements with City, whether or not such agreements contemplate City's use of the "Licensed Software and Hardware (including Third Party Products)" or Support Services delivered under this Agreement.

**5.0 COMMERCIAL ITEM SUBJECT TO LICENSE**

The Products are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995) consisting of "commercial computer software" and "commercial computer

documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Governmental users acquire the software with only those limited license rights set forth in the License Agreement. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Products are trade secret and proprietary commercial products and not subject to disclosure. Manufacturer is Level II, Inc., 11033 NE 24<sup>th</sup> Street, Suite 100, Bellevue, WA 98004-2971. (425) 454-3175. The Products are copyright © 1984-1996 by Level II, Inc. UNPUBLISHED. ALL RIGHTS RESERVED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES.

#### 6.0. RATES/ ANNUAL MAINTENANCE COSTS

(a) Rates

Professional Engineering Rate: \$165/hour standard (for PPM hours)  
Premium Rate: \$240/hour premium (for non-PPM hours)

Calls outside PPM are billed a minimum of 2 hours at premium rates.  
LEVEL II ANSWERS AND WILL IMMEDIATELY WORK ON ANY EMERGENCY CALL, IRRESPECTIVE OF CONTRACT TYPE, THE TIME OF DAY OR DAY OF WEEK, HOLIDAYS NOT EXCEPTED.

(b) Annual Maintenance Fee

Year 1 after warranty: \$48,612 (MAGUS, Journal and Stratus)

## Appendix G

### SFPD's Requirements Checklist:

1. Vendor's MSC has the capability and capacity to provide CLETS MSC service to all requesting CLETS subscriber agencies within San Francisco County.
2. Vendor's MSC tracks usage of the MSC by each subscribing agency to assist in cost recovery.
3. Vendor's product has an accounting feature to assist in cost recovery.
4. Vendor's MSC has the capability of receiving or transmitting (CJIS) database and administrative messages.
5. Vendor's MSC must programmatically ensure messages' lengths are limited to 100,000 characters and that all messages are properly acknowledged.
6. Vendor's MSC has the capability of increasing the message length due to expected future requirements (i.e., fingerprints and photographs).
7. Vendor's MSC sends and receives four character alpha/numeric mnemonics and group codes.
8. Vendor's MSC message priority handling conforms<sup>1</sup> to CLETS priorities (priority 1, 2, 3, or lower).
9. Vendor's MSC has a Standard TCP/IP protocol, compliant with DOJ specifications, for sending and receiving messages.
10. Vendor's MSC must accommodate message headers expressed in binary; all subsequent data following the header are in standard 8-bit ASCII.
11. Vendor's MSC message acknowledgement (Ack ID) complies with the DOJ requirement that it not be a binary zero.
12. Vendor's MSC has a unique Ack ID for each outstanding message.
13. Vendor's MSC transmits the IP and Media Access Control (MAC) address or MAC address equivalent in the Terminal Address Field (TAF).
14. Vendor's MSC has message retrieval capability.
15. Vendor's MSC contains failure alternate routing<sup>2</sup>.
16. Vendor's MSC displays all messages, including those reporting errors<sup>3</sup>.

<sup>1</sup> SFPD's installed MAGUS will comply.

<sup>2</sup> In the DOJ's documents to which we have access, the only reference to 'failure alternate routing' is in the 'CLETS Technical Guide', dated 9/30/2004. That document does not define 'failure alternate routing'; it appears only as a bulleted item on page 7. We inquired of the DOJ for its definition. They responded by defining it as the failure to route a message received from CLETS owing to the message-borne mnemonic's failing to match a mnemonic recorded in the MSC's configuration tables. In such circumstances, the DOJ requires that MSC's must alternately route such messages to any of a printer, terminal or database to be subsequently examined by a System Operator. MAGUS, our MSC has this ability. Indeed, CLETS' messages that the MSC can't route to their indicated destinations for any reason it alternately routes to the "Undeliverable Interface" device associated with the CLETS device defined by the MSC's configuration tables. "Undeliverable Interfaces" associated with CLETS devices can be any other device defined in the MSC's configuration tables. The MSC's administrators can elect any alternative delivery device, by setting this field via the LTI Console.

<sup>3</sup> CLETS emits two distinct error message types—those detected in the contents of either the header or body sections of the messages. Messages reporting errors found in the bodies of messages sent to CLETS or NLETS/NCIC are routed to the flawed messages' originating devices, which are identified by their CLETS mnemonics (a datum in CLETS messages' headers). Error messages bearing diagnoses of CLETS' messages' bodies originating from the MSC's directly-connected workstations are returned to those workstations for display. Error messages' header-borne CLETS mnemonics identify devices under the control of a CAD, RMS or

17. Vendor's MSC provides a trace of the traffic in the system architecture.
18. Vendor's MSC identifies each message by a unique number.
19. Vendor's MSC places a time and date on each message/transaction.
20. Vendor's MSC provides header fields beyond the supplemental header.
21. Vendor's MSC guarantees delivery of a packet to the final destination (maximum number of retries is 16 with a 4 second interval).
22. Vendor's MSC immediately queues messages received from CLETS for asynchronous processing.
23. Vendor's MSC encrypts messages per DOJ/FBI guidelines (minimum 128-bit).
24. Encryption technology is offered by the MSC vendor and meets the minimum bit offered.
25. Vendor's MSC meet the 98% availability and up-time measurement over a continuous 12 month period, including all scheduled and unscheduled downtime.
26. Vendor's MSC records all transactions to and from CLETS in their entirety on an automated log or journal.
27. Vendor's MSC has a facility to search and print all logs or journals for a three-year period.
28. Vendor's MSC's logs or journals identify<sup>4</sup> the unique operator log on and the authorizing agency on all transactions.
29. Vendor's MSC complies with DOJ audit requirements associated with criminal history transactions.
30. Vendor provides training manuals (MSC Switch, Administrator, User, etc.).
31. Training manuals are in print and electronic form.
32. Vendor provides all MSC masks and data fields in compliance with DOJ and FBI standards including DOJ approved NCIC2000 specifications.
33. Vendor provides written documentation of all MSC provided masks and capabilities.
34. Vendor's MSC masks offered in a graphic user interface.
35. Vendor's MSC operates within a browser.
36. Vendor's MSC includes drop down boxes, check boxes containing approved values which can be maintained by a customer.

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other external system connected to the MSC, then the error message is routed to the external system. It is the responsibility of the external system to display error messages.

The other error message form stems form errors detected in CLETS' message headers. When CLETS detects an error in a message's header, it generates an error message and routes it to the MSC. The CLETS mnemonic found in the header is the CLETS mnemonic that CLETS's configuration tables associate with the source MSC. CLETS uniquely identifies every connected system with a CLETS mnemonic. When we install your MSC, the DOJ will tell us by what CLETS mnemonic it's to be known to CLETS. An "Undeliverable" device is added to the MSC with the CLETS mnemonic associated with the MSC. This device can be of any type that can be configured in the MSC, e.g., it could be a printer, workstation or another device type. One should initially define it as an "Undeliverable" device type unless you direct us otherwise. "Undeliverable" devices hold messages in their queues until an authorized MSC Administrator explicitly purges them. The messages in that queue can be viewed by the MSC Administrator or by any so-authorized party from the LTI Console.

<sup>4</sup> MAGUS journalizes all message-borne user ID's. CLETS doesn't strictly enforce the DOJ's requirement that all message headers contain valid user ID's. Thus, some interfacing "trusted systems" (e.g., CAD's, RMS's) that access CLETS via MAGUS mayn't comply. Given, however, that user ID's and device mnemonics are associated in MAGUS' configuration tables, we can and do report transactions by user-terminal-agency combinations. Thus, they are logically, if not physically, journalized.

37. Vendor's MSC provides for context sensitive help.
38. Vendor's MSC provides on-line help.
39. Vendor's MSC hardware and software comply with DOJ CLETS PPP and FBI NCIC requirements/specifications.
40. Vendor's MSC provides security controls that can provide or limit a person or group access to a single or multiple workstation(s).
41. Vendor's MSC provides interface or integration capabilities or facilities to existing Police RMS systems or networks. (If so, provide details, names<sup>5</sup>, etc.)
42. Vendor's MSC provides interface or integration capabilities or facilities to existing criminal justice systems or networks. (If so, provide details, names<sup>6</sup>, etc.)

---

<sup>5</sup> We (Level II) provide all MAGUS licensees a copy of program code as a model for interfacing their clients' applications to MAGUS. We neither control nor know to whom our licensees provide this software. Accordingly, hundreds of "downstream" systems, of which we are unaware, interface to MAGUS. Our interface has remained invariant for well over a decade. Accordingly, virtually all first-tier, most second-tier and many other, CAD, RMS, etc., vendors' products already interface to MAGUS. In the SFPD's region, MAGUS interfaces to AWS and most interactive law enforcement systems in Santa Clara, Contra Costa and Solano Counties, as all data repositories accessible via CLETS. MAGUS features a direct interface to NLETS and NCIC, but those are useful only to state-level agencies, e.g., CLETS.

<sup>6</sup> See footnote 5, above.




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

CITY

CONTRACTOR

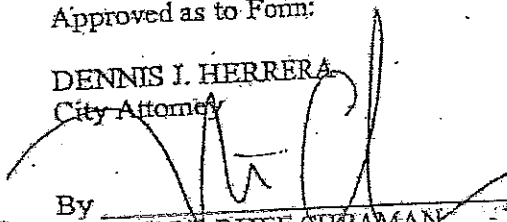
Recommended by:

  
Signature


**Heather J. Fong**  
Chief of Police  
Heather Fong, Chief of Police

Approved as to Form:

**DENNIS I. HERRERA**  
City Attorney

  
By  
**NICOLE RHEE CEPAMAN**  
Deputy City Attorney

Approved:

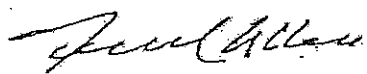
  
**NAOMI LITTLE**  
Director of Office of Contract Administration/  
Purchaser

**Level II, Inc.**  
Name

**41412**  
City Vendor Number

**11033 NE 24<sup>th</sup> Street, #100**  
Address

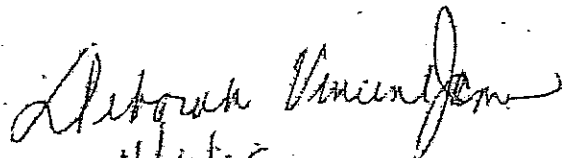
**Bellevue, WA 98004-2971**  
City, State, ZIP

By   
Signature

**Fred Allen, President**  
Name, Title

**(425) 454-3175**  
Phone Number

**94-2608579**  
Federal Employer ID Number

  
4/6/05

Received by COA  
P. - - - - - 4/6/05

Appendix F

Cost Schedule

Item #	Task	Cost	Tax	Total
1	Web Workstation CAD Transactions	\$24,364.00	\$2,070.94	\$26,434.94
2	Web Workstation Opening Screen	\$369.00	\$31.37	\$400.37
3	Web Workstation ADMIN & ABST Masks	\$616.00	\$52.36	\$668.36
4	Web Workstation String Search Mask	\$20,860.00	\$1,773.10	\$22,633.10
5	Web Workstation PDF Files	\$11,440.00	\$972.40	\$12,412.40
6	Web Workstation Super Query	\$7,260.00	\$617.10	\$7,877.10
6.1	CORI	\$5,808.00	\$493.68	\$6,301.68
6.2	Command Line	\$8,712.00	\$740.52	\$9,452.52
6.3	Investigator	\$1,848.00	\$157.08	\$2,005.08
7	Web Workstation ADMIN Mask	\$5,000.00	\$425.00	\$5,425.00
8	Contractor MSS Training	\$41,136.00	\$0.00	\$41,136.00
9	Contractor MSS Licenses (quantity 500)			
10	Contractor Engineering & Design Consulting at Contractor's prevailing hourly rate not to exceed this amount for the life of this Agreement	\$83,694.62	\$7,114.04	\$90,808.66
<b>TOTAL</b>		<b>\$211,107.62</b>	<b>\$14,447.59</b>	<b>\$225,555.21</b>

Each item above, except item 10, shall be considered as a separate item of service to be provided by the Contractor to the San Francisco Police Department. Upon the completion and delivery of each service by the Contractor to, and with the written acceptance by the San Francisco Police Department, the Contractor may invoice for that completed service as indicated above and pursuant to the Agreement. Each service, if requested by the San Francisco Police Department, and provided by the Contractor pursuant to Item 10, shall include costs and terms (not to exceed the cost of the total dollar amount of item 10 services, and in compliance with the terms of this Agreement).

Appendix F  
Cost Schedule

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	TOTAL	\$211,107.62	\$14,447.59	\$225,555.21

Each item above, except item 10, shall be considered as a separate item of service to be provided by the Contractor to the San Francisco Police Department. Upon the completion and delivery of each service by the Contractor to, and with the written acceptance by the San Francisco Police Department, the Contractor may invoice for that completed service as indicated above and pursuant to the Agreement. Each service, if requested by the San Francisco Police Department and provided by the Contractor pursuant to item 10 shall include costs and terms (not to exceed the cost of the total dollar amount of item 10 services and in compliance with the terms of this Agreement).

# APPENDIX G

Term	Definition
ST mask	LTI mask used to create a records warrant abstract
MIN mask	LTI mask used to create a CLETS/NCIC administrative message
P	Acceptance Test Plan
VS	Alameda County's Automated Warrant System (formerly PIN)
ABLE	Computer Assisted Bay Area Law Enforcement - SFPD legacy data system
AD	Computer Aided Dispatch
I	Criminal Information & Identification number
LETS	California Law Enforcement Telecommunications System
LETS PPP	CLETS Policies, Practices and Procedures
ombo Box	field on a LTI mask with a drop down list (user selection and validates data entry for accuracy)
ontractor MSS	LTI's MAGUS message switching computer system (aka LTI MSS)
ORI	Criminal Offender Record Information
IMV	Department of Motor Vehicles
SP#	Disposition Record Number (CII alternative)
ITIS	Department of Telecommunications & Information Services (now called Department of Technology)
ROS	Domestic Violence Restraining Order System
PI	Federal Bureau of Investigation
Journal	LTI product - archival and retrieval system
Legacy Devices	Terminals/printers accessing legacy data & systems
LTI	Level Two Incorporated
LTI MSS	LTI Message Switch System used in the delivery of DOJ services including access to CLETS, NCIC, DMV as well as other network and systems like CABLE, PIN/AWS, etc.
MAGUS	LTI product - message switching system/computer product name
Mask(s)	a formatted computer screen for a user to initiate a message switch transaction
MDC	Mobile Data Computer - typically the computer in a police radio car
MDC Client	LTI product - PC client designed for MDC (supports wireless network)
MSC	message switching computer
MSS	message switching system
MSS & Journal Administrator	a trained and knowledgeable person responsible for the support and maintenance of the LTI MAGUS and Journal products
NCIC	National Crime Information Center
PC Clients	a personal computer with LTI software installed
PIN	Police Information Network (predecessor system to AWS)
SRF	Supervised Release File
Stratus Computer Server	the manufacturer of the computer server housing the LTI MSS & Journal applications

# APPENDIX G

SVS

Web Workstation

VPS

Stolen Vehicle System

LTI product - PC client for high speed desktop connection

Wanted Persons System

PERSONAL SERVICES CONTRACT SUMMARY

DATE: September 21, 2010

DEPARTMENT NAME: Police DEPARTMENT NUMBER 38

TYPE OF APPROVAL: [ ] EXPEDITED [X] REGULAR (OMIT POSTING ) [ ] CONTINUING [ ] ANNUAL

TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION (PSC# )

TYPE OF SERVICE: Design and Implementation of New Licensed Software Services, Maintenance and Consulting.

FUNDING SOURCE: General Fund

PSC AMOUNT: \$347,200.00 PSC DURATION: 9-21-2010 - 3-9-2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work

Contractor will provide maintenance, as well as, design, engineering and consulting services on the Level II Message Switching Computer System (installed at the San Francisco Police Department) as required/requested by the Police Department.

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

This service is necessary so the Police Department can comply with changes in law and policy in a timely and efficient manner. Consequences of denial would inhibit/restrict the Police Department's ability to provide essential services and access to data systems to the Police Department members and all other law enforcement and criminal justices agencies located in the County of San Francisco.

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 not been provided in the past, resulting in loss of services and access to data systems to the Police Department members and all other law enforcement and criminal justice agencies located in the County of San Francisco.

D. Will the contract(s) be renewed: Yes (continuing maintenance and services will be required)

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 Date 9-27-10

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE – POL Dept. Code: POL

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Design and Implementation of New Licensed Software Services, Maintenance and Consulting

Funding Source: General Fund PSC Duration: 4 years 24 weeks  
PSC Amount: \$347,200 PSC Est. Start Date: 09/21/2010 PSC Est. End Date: 03/09/2015

**1. Description of Work**

**A. Scope of Work:**

Contractor will provide maintenance, as well as, design, engineering and consulting services on the Level II Message Switching Computer System (installed at the San Francisco Police Department) as required/requested by the Police Department.

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

This service is necessary so the Police Department can comply with changes in law and policy in a timely and efficient manner. Consequences of denial would inhibit/restrict the Police Department's ability to provide essential services and access to data systems to the Police Department members and all other law enforcement and criminal justice agencies located in the City and County of San Francisco.

**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 not been provided in the past, resulting in loss of services and access to data systems to the Police Department members and all other law enforcement and criminal justice agencies located in the City and County of San Francisco.

**D. Will the contract(s) be renewed? Yes**

**2. Union Notification:** On none, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4054-10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:  
Design, engineering, consulting and programming skills necessary to maintain and enhance a critical, necessary and proprietary Message Switching Computer System.

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:  
Civil Service classifications are not applicable because the system is proprietary to the Contractor.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No. Only as-needed and less than full-time services are 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?  
This is a proprietary system that vendor maintains.  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  NO

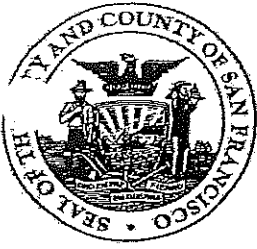
THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD

ON \_\_\_\_\_ BY:

Name: Genie Wong Phone: (415) 553-1736 Email: Genie.Wong@sfgov.org

Address: 850 Bryant Street #511 San Francisco, CA 94103





# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

December 10, 2010

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4053-10/11  
THROUGH 4058-10/11; 4101-07/08.**

At its meeting of December 6, 2010 the Civil Service Commission had for its consideration the above matter.

**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.*

It was the decision of the Commission to adopt the report; approve request for all remaining proposed personal services contracts. 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: Micki Callahan, Human Resources Director  
Marie de Vera, Department of Human Resources  
Kendall Gary, Department of Technology  
Lavena Holmes-Williams, Port  
Shamica Jackson, Public Utilities Commission  
Florence Kyaam, Public Utilities Commission  
Julian Low, Mayor's Office  
Tajel Shah, Treasurer/Tax Collector  
Peg Stevenson, Office of the Controller  
Shawn Wallace, San Francisco Police Department  
Commission File  
Chron

E. DENNIS NORMANDY  
PRESIDENT

DONALD A. CASPER  
VICE PRESIDENT

MORGAN R. GORRONO  
COMMISSIONER

LISA SEITZ GRUWELL  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

POSTING FOR  
12/6/2010

PROPOSED PERSONAL SERVICES CONTRACTS

Regular, Continuing, Annual

PSC No.	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Start Date	End Date
4053-10/11	09	Controller	Regular	\$10,000,000	Provide lease purchase financing and/or refinancing of essential capital equipment to be used by City departments for governmental purposes.	3/1/2011	2/28/2013
4054-10/11	38	Pollos	Regular	\$347,200	Contractor will provide maintenance, as well as: design, engineering and consulting services on the Level II Message Switching Computer System (installed at the San Francisco Police Department) as requested/requested by the Police Department.	9/21/2010	3/9/2015
4055-10/11	39	Port Commission	Regular	\$1,200,000	This work will be completed in four (4) phases to allow the greatest participation of city employees on this project. This project has complex variables such as historic structures in a marina environment with site contaminants. An integrated consultant team will prepare a site condition assessment that will facilitate work with city staff and the community stakeholders in developing a conceptual design plan with preliminary cost estimates and ultimately a detailed design for converting this seven (7) acre parcel within Pier 70 as a public park.	2/1/2011	12/31/2014
4056-10/11	08	Treasurer/Tax Collector	Regular	\$200,000	Conduct audits of utility users tax and access line tax of service providers' records; provide legislative and technological updates and analysis; train City's audit staff to continue to audit and enforcement of UUT and ALT tax requirements; and provide tax revenue enhancement and detection services.	1/4/2011	12/31/2011
4057-10/11	40	Public Utilities Commission	Regular	\$350,000	The purpose of this contract is to provide professional services to SFPUC for purging, collection and monitoring of groundwater samples from wells and other support to the Groundwater Monitoring Program. Such services will include collection and transport to the testing lab of groundwater extracted from existing monitoring wells and production wells on a semi-annual basis to assist in the annual characterization of groundwater conditions and support of local and regional groundwater resource management throughout the SFPUC's water system including the Westside Basin in San Francisco and San Mateo Counties.	2/1/2011	12/31/2014

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION Dept. Code: PUC

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4072-07/08)

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

Type of Service: Calaveras Dam Replacement Project Construction Management Service (CS-911R)

Funding Source: Project Funded
PSC Original Approved Amount: \$13,000,000
PSC Mod#1 Amount: \$25,000,000
PSC Mod#2 Amount: no amount added
PSC Mod#3 Amount: \$32,000,000
PSC Mod#4 Amount:
PSC Cumulative Amount Proposed: \$70,000,000
PSC Original Approved Duration: 07/01/08 - 12/31/13 (5 years 26 weeks)
PSC Mod#1 Duration: 01/01/14-12/31/15 (2 years)
PSC Mod#2 Duration: 01/01/16-08/02/16 (30 weeks 4 days)
PSC Mod#3 Duration: 08/03/16-05/24/19 (2 years 42 weeks)
PSC Mod#4 Duration:
PSC Cumulative Duration Proposed: 10 years 47 weeks

1. Description of Work

A. Scope of Work:

Provide professional construction management services to oversee the Water System Improvement Program (WSIP) construction project of the Calaveras Dam Replacement Project on behalf of the SFPUC. The work includes inspection oversight and enforcement of contract requirements for construction protocols, seismic safety design and environmental mitigation measures. See Supplemental Attachment A.

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

The SFPUC does not have the personnel resources to perform all of the required work, nor could enough current staff be transferred from other City departments or new hires be added to meet the timing or the requirements of the limited duration and specialized expertise for this proposed work effort. If denied, the project would not have adequate staff and the necessary CM expertise to manage the construction of the project, thus increasing the likelihood of inadequate performance on a \$250,000,000 construction project.

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 being provided via PSC No. 4072-07/08.

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

2. Union Notification: On 11/05/14, the Department notified the following employee organizations of this PSC/RFP request: Teamsters, Local 856 Health Workers; Professional & Tech Engrs, Local 21; Municipal Executive Association; Archite

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4072-07/08

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 12/15/2014

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

A. Specify required skills and/or expertise:

Construction management skills including contract administration, construction inspection, construction scheduling and cost estimating, expertise in water dam construction including typical contractor means and methods, safety regulation, water quality standards, system shutdown, start-up procedures, equipment and performance testing. See Supplemental Attachment A.

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

2484,5177,5211,5241,6137,6138,6139,6319,5298,5299,0932,

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:

Many of the employees within current civil service classes are not applicable, because these employees do not have the specialized experience and knowledge to adequately manage the construction, environmental compliance, and air/water quality compliance monitoring of a large earth and rock-fill dam. See Supplemental Attachment A.

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

The specialized needs of construction management, environmental compliance, and air/water quality compliance monitoring are not consistent or long enough in duration to make it feasible to adopt a new civil service class.

**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? Explanation of training has not been provided by the department	<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? Black and Veatch	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 11/05/14 BY:

Name: Shamica Jackson Phone: 415-554-0727 Email: S.Jackson@sfgwater.org

Address: 525 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

# Receipt of Union Notification(s)

**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); [camaguey@sfmea.com](mailto:camaguey@sfmea.com); [staff@sfmea.com](mailto:staff@sfmea.com); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Jackson, Shamica](mailto:Jackson,Shamica); [DHR-PSCCoordinator, DHR](mailto:DHR-PSCCoordinator,DHR); [Isen, Richard](mailto:Isen, Richard)  
**Subject:** Receipt of Modification Request to PSC # 4072-07/08 - MODIFICATIONS  
**Date:** Wednesday, November 05, 2014 4:45:20 PM

---

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$32,000,000 for services for the period August 3, 2016 – May 24, 2019. For all 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/4165>  
Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[staff@sfmea.com](mailto:staff@sfmea.com)  
[camaguey@sfmea.com](mailto:camaguey@sfmea.com)

**From:** Jackson, Shamica  
**To:** "tjenkins@ibt856.org"  
**Cc:** DHR-PSCCoordinator, DHR (DHR-PSCCoordinator@sfgov.org); "Peter Finn"  
**Subject:** FW: 7-day Union Notice for PSC # 4072-07/08 - MODIFICATIONS (CS-911R)  
**Date:** Thursday, November 06, 2014 10:35:38 AM  
**Attachments:** PSC No. 4072-0708 CS-911R for 12152014 CSC meeting.pdf  
PSC No. 4072-0708 CS-911R Supplemental Attachment A.pdf  
**Importance:** High

---

Dear Tim,

I hope all is well. Please see the email below that was sent to the Teamsters, Local 856 Health Workers.

Best regards,  
Shamica  
415-554-0727

---

**From:** Jackson, Shamica  
**Sent:** Wednesday, November 05, 2014 5:23 PM  
**To:** 'jlanthier@ibt856.org'; 'pfinn@ibt856.org'; 'dlawson@ibt856.org'  
**Cc:** DHR-PSCCoordinator, DHR (DHR-PSCCoordinator@sfgov.org); Isen, Richard  
**Subject:** 7-day Union Notice for PSC # 4072-07/08 - MODIFICATIONS (CS-911R)  
**Importance:** High

Dear Teamsters, Local 856 Health Workers:

I hope all is well. Attached is the subject Personal Services Contract (PSC) for your review. You're receiving this notice because the following position is listed on the PSC and your union notification email is not listed in the PSC Database. This item is scheduled to be heard at the December 15, 2014 Civil Service Commission meeting.

- 6139 Senior Industrial Hygienist

Best regards,  
Shamica

**San Francisco Water, Power and Sewer** | Services of the San Francisco Public Utilities Commission



Shamica Jackson, Senior Administrative Analyst  
Contract Administration Bureau  
Office: (415) 554-0727 | Fax: (415) 554-3225  
525 Golden Gate Ave., 8th Floor, San Francisco, CA 94102  
[sjackson@sfgwater.org](mailto:sjackson@sfgwater.org)

Please consider the environment before printing this email.

# **Additional Attachment(s)**





**San Francisco  
Water Power Sewer**

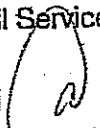
Services of the San Francisco Public Utilities Commission

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

**MEMORANDUM**

**DATE:** November 7, 2014

**TO:** San Francisco Civil Service Commission

**FROM:** Alaric Degrafinried   
Manager, Contract Administration Bureau

**RE:** Justification for duration 5 or more years  
CS-911R, PSC No. 4072 -07/08  
Calaveras Dam Replacement Project  
Construction Management Services

The San Francisco Public Utilities Commission (SFPUC) is requesting Personal Service Contract (PSC) authority to continue providing professional construction management services to oversee the Water System Improvement Program construction of the Calaveras Dam Replacement Project on behalf of the SFPUC. The work includes inspection oversight and enforcement of contract requirements for construction protocols, seismic safety design and environmental mitigation measures. These services will now 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.

The following two unanticipated geologic features found in June 2012: (1) the redesign of the different project components together with the additional excavation; and (2) the disposal of landslide materials have extended the project for another 34 months. Therefore, services from the construction management team would also need to be extended to allow the team to continue to provide construction management support through the end of construction, as indicated in the table below.

Original Duration	Amendment No. 1 Duration	Total Duration
5 years, 6 months	2 years, 3 months	7 years, 9 months

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

- Edwin M. Lee  
Mayor
- Ann Moller Caen  
President
- Francesca Vietor  
Vice President
- Vince Courtney  
Commissioner
- Anson Moran  
Commissioner
- Harlan L. Kelly, Jr.  
General Manager



## Supplemental Attachment A

PSC NO. 4072-07/08

(CS-911R)

### 1A. Concise Description of Proposed Work:

Provide professional construction management services to oversee the Water System Improvement Program (WSIP) construction project of the Calaveras Dam Replacement Project on behalf of the SFPUC. The work includes inspection oversight and enforcement of contract requirements for construction protocols, seismic safety design and environmental mitigation measures. Please note that the original PSC submitted for this project was never used as the project schedule was delayed and new services added to accommodate two primary scope changes to the project: (1) the development of plans to address the presence and extent of Naturally Occurring Asbestos (NOA) at the project site; and (2) additional improvements to be added at Calaveras Dam and at the Alameda Creek Diversion Dam (ACDD) to address fishery enhancements within the Alameda Creek Watershed. New services that were not part of the original RFP in 2008 now include creation of new specialized positions on the Construction Management (CM) team to manage the implementation of the Comprehensive Air Monitoring Program (CAMP) to address the naturally occurring asbestos, silica and metals at the project site and to manage the construction and environmental compliance of the new fishery enhancements.

### 3A. Specify required skills and/or expertise:

Construction management skills including contract administration, construction inspection, construction scheduling and cost estimating, expertise in water dam construction including typical contractor means and methods, safety regulation, water quality standards, system shutdown, start-up procedures, equipment and performance testing, construction submittals and RFI review and approval, surveying and geotechnical engineering, contract change management and claims expertise; specialty services to provide environmental compliance monitoring and reporting for special-status species; specialty services to implement air and water quality monitoring and reporting for asbestos, silica and metals.

### 4A. Explain why civil service classes are not applicable:

Many of the employees within current civil service classes are not applicable, because these employees do not have the specialized experience and knowledge to adequately manage the construction, environmental compliance, and air/water quality compliance monitoring of a large earth and rock-fill dam, which is not the kind of project these classes were set up to handle. Construction Engineers and Inspectors are needed to perform construction management work for WSIP projects, but this level of resources is not a long-term need warranting hiring personnel.



**MEMORANDUM**

DATE: August 03, 2011  
 TO: Maria Ryan, DHR-PSC Coordinator  
 Department of Human Resources (Dept. 33)  
 FROM: Shamica Jackson, PSC Coordinator *Shamica Jackson*  
 San Francisco Public Utilities Commission (Dept. # 40)  
 RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 4072-07/08 CSC Approval Date: 01/07/2008 (Original)  
03/15/2010 (Mod. 1)

Description of Service(s): **The SFPUC does not have the personnel resources to perform all of the required work, nor could enough current staff be transferred from other City departments or new hires be added to meet the timing or the requirements of the limited duration and specialized expertise for this proposed work effort. If denied, the project would not have adequate staff and the necessary CM expertise to manage the construction of the project, thus increasing the likelihood of inadequate performance on a \$250,000,000 construction project. (CS-911R).**

Original Approved Amount:	<u>\$13,000,000</u>	Original Approved Duration:	<u>07/01/2008 to 12/31/2013</u>
Modification One Amount:		Modification of Duration:	<u>03/15/2010 to 12/31/2015</u>
[CSC Approval Date 03/15/2010]	<u>\$25,000,000</u>	Modification of Duration:	<u>08/10/2011 to 08/02/2016</u>
Modification Two Amount:	<u>\$0</u>	Total Duration as Modified:	<u>07/01/2010 to 08/02/2016</u>
Total Amount as Modified:	<u>\$38,000,000</u>		

Reason for the modification:

**To extend the contracting authority and services through the end of the construction period.**

Attachments: Copy of PSC Summary sent to DHR.

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

DHR ACTION:  Approved  
 Approval Date: 8/5/11

By: *Micki Callahan*  
 FOR Micki Callahan, Human Resources Director

- Edwin M. Lee  
Mayor
- Francesca Vietor  
President
- Anson Mornu  
Vice President
- Ann Moller Caen  
Commissioner
- Art Torres  
Commissioner
- Vince Courtney  
Commissioner
- Ed Harrington  
General Manager





# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

## MINUTES

Regular Meeting  
March 15, 2010

2:00 p.m.

ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place

MORGAN R. GORRONO  
PRESIDENT

E. DENNIS NORMANDY  
VICE PRESIDENT

DONALD A. CASPER  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

### CALL TO ORDER

2:19 p.m.

### ROLL CALL

President Morgan R. Gorrano	Present
Vice President E. Dennis Normandy	Present (Left at 3:25 p.m. Missed Item #s 8-19)
Commissioner Donald A. Casper	Present
Commissioner Mary Y. Jung	Present

President Morgan R. Gorrano presided.

### PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

- (1) Daniel Boreen requested to see the viewing file.
- (2) Steve Pitocchi, SEIU Local 1021 requested that PSC #s 4092-09/10, 4096-09/10, 4097-09/10, 4100-09/10 and 4103-09/10 be severed.
- (3) Wesley Wakeford, Attorney for Stephen Kloster commented on Item #12 and urged the Commission to objectively review all materials submitted.

### APPROVAL OF MINUTES

Regular Meeting of February 1, 2010

March 1, 2010: Postpone to the meeting of March 15, 2010.

Action: Approve. (Vote of 4 to 0)

Regular Meeting of March 1, 2010

Action: Approve. (Vote of 4 to 0)

Civil Service Commission Meeting Minutes

Regular Meeting of March 15, 2010

0024-10-8

Review of request for approval of proposed personal services contracts.  
(Item No. 5)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4082-09/10	Municipal Transportation Agency	\$17,100,000 \$2,569,400	Provide separate professional parking garage management services at the Moscone Center Garage, North Beach/Vallejo Garage, Performing Arts Garage, and Polk/Bush Garage. Services include: oversight of collection, reconciliation and deposit of all parking & non-parking revenue; repair & maintenance of facilities and revenue control equipment; compliance with insurance & bond requirements; providing valet or valet-assisted parking services during special events; providing personnel for cashiering, janitorial & security.	Regular	12/31/12 2/29/12
4085-09/10	District Attorney	\$81,840	Provide services for elder abuse victims that include: outreach & support to victims of elder abuse; community presentations to educate regarding elder abuse and legal resources; consultation to prosecution team regarding legal issues in prosecuting financial, physical, emotional, or verbal abuse of elders.	Regular	06/30/12

- February 1, 2010:
- (1) Approve request for proposed personal services contract #4082-09/10. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 2 to 1; Commissioner Gorrone dissents.) Continue to the meeting of March 1, 2010. (Three (3) votes are needed for Commission action.)
  - (2) Postpone PSC #4085-09/10 to the meeting of March 1, 2010.

March 1, 2010: Postpone to the meeting of March 15, 2010.

Speakers: Sheila Arcelona and Allen Kennedy, District Attorney's Office spoke on PSC #4085-09/10.

Action: Approve request for proposed personal services contracts. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

0098-10-8

Review of request for approval of proposed personal services contract.  
(Item No. 6)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4093-09/10	Police	\$400,000	Provide pre-employment polygraph screening on an as-needed basis for entry level police officers, police reserve officers, police cadets and police service aides. Such screening shall include questions regarding prior police history, criminal activity, illegal drug use, drinking habits and incidents of domestic violence. Services also include providing a business site with adequate interrogation facilities divided by one-way mirrors, and equipped with one way sound devices, video and audio recording equipment.	Regular	06/30/14

Civil Service Commission Meeting Minutes

Regular Meeting of March 15, 2010

4094-09/10	Public Health	\$1,300,000	Provide as-needed and after-hours security guard services, and as-needed guard/driver services for the Community Health Network, specifically for the Substance Abuse Services Unit of Ward 93, Opiate Treatment Outpatient Program (OTOP) at San Francisco General Hospital, the Silver Avenue Health Center Methadone/Office based opiate treatment program, Building 80/90 adjacent to the OTOP program, and armed guard/driver services for the operation of the Mobile Methadone Van(s).	Regular	06/30/15
4095-09/10	Public Works	\$3,000,000	Provide architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.	Regular	08/30/15
4096-09/10	Public Works	\$1,200,000	The Materials Testing & Special Inspection (MTSI) Team will provide specialized materials testing & special inspection services for the SFPUC Headquarters Building Project located at 525 Golden Gate Ave. Consultant will be City's representative leading & coordinating the materials testing & special inspection activities for the Project to ensure compliance with all requirements of state & local regulatory agencies including the international Building Code, California Building Code, SF Dept. of Building Inspection, Special Inspection & Structural Observation, and Contract Documents.	Regular	08/01/12
4097-09/10	Public Works	\$200,000	Provide additional services to continue as Executive Preservation Architect, & provide architectural & engineering design services for the final phase of the Palace of Fine Arts, which includes full consultant coordination. The scope of work includes lagoon stabilization on the western portion of the lagoon, coordinating new paving along the colonnade pathway & Rotunda, new lighting design, re-grading of the site, new sidewalk curbs, installation of new metal doors, landscaping & irrigation.	Regular	07/01/11
4098-09/10	Airport Commission	\$12,500,000	Provide financial advisory services to manage San Francisco International Airport's capital financing program, including a \$4.1 billion debt portfolio. Services include but are not limited to, financial, investment, swap and rebate advisory services.	Regular	06/30/15
4099-09/10	Airport Commission	\$2,500,000	Provide design & integration services for 1) Baggage Handling System (BHS) & inline explosive detection screening (EDS) systems at Terminal 3, Boarding Area E, International Terminal Building & other Airport BHS locations; services include 100% construction documents, full-service construction administration, quality control for BHS additions & modifications, 100% design & integration of programmable logic controls (PLC), pre-construction simulations, acceptance testing & integration; 2) Passenger Boarding Bridges (PBB); services include 100% construction documents, construction administration, quality control for complete PBB replacements, relocations and/or modifications, PBB integration with aircraft parking, fuel hydrant system, preconditioned air & ground power, acceptance testing with aircraft for a complete operating system.	Regular	05/31/13

Civil Service Commission Meeting Minutes

Regular Meeting of March 15, 2010

4100-09/10	Airport Commission	\$26,000,000	Contractor will operate the Airport's Curbside Management Program for on-demand door-to-door van, taxicab, and limousine operations, provide customer services for air passengers seeking door-to-door transportation to leave the Airport, and facilitate services for people with special transportation needs. The contractor will monitor, coordinate and dispatch door-to-door vans, taxicabs and limousines in the holding/staging/waiting areas and curbside loading zones, as well as manage various systems supporting said operations at SFO. Airport ground transportation vehicle trip fees support the direct costs of the Program.	Regular	06/30/16
4101-09/10	Airport Commission	\$375,000	Provide customer survey data regarding the quality of the Airport's Food and Beverage and Retail Services, Parking, and other facilities and services. The surveys have consistently taken place in May for the past 19 years of at least 1,400 valid respondents to reflect the summer travel season. The preliminary results need to be analyzed and submitted to SFO within 30 days from the last interview. Vendor will produce, execute, and analyze the data and present results and recommendations to SFO.	Regular	06/30/15
4092-09/10	Police	Increase Amount \$60,000 New Amount \$90,000	The Veterinarian will provide routine and emergency medical care for up to twenty horses that are part of the San Francisco Police Department Mounted Unit. Routine services average fifteen visits per year. The Veterinarian will also perform pre-purchase horse examinations.	Modification	06/30/12
4102-07/08	Public Health	Increase Amount \$4,000,000 New Amount \$6,000,000	Will provide medical transportation services between medical facilities or a patient's home on an on-call basis, available 24 hours a day, 7 days a week. Contractor(s) may transport ambulatory or non-ambulatory patients to and from medical facilities utilizing specialized vehicles. Transportation services include patient discharges from San Francisco General Hospital, Public Health Centers or Laguna Honda Hospital; transporting voluntary mental health cases to appropriate psychiatric centers; providing Department with taxi vouchers or scripts for nonemergency services.	Modification	12/31/18

March 1, 2010: Postpone to the meeting of March 15, 2010.

**Speakers:** Sgt. Michael Zurcher, San Francisco Police Department spoke on PSC #4093-09/10.  
 Jacquie Hale, Department of Public Health and Sgt. Michael Zurcher, San Francisco Police Department spoke on PSC #4094-09/10.  
 Mark Dorian, Department of Public Works spoke on PSC #4095-09/10.  
 Brook Mebrahtu, Department of Public Works and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4096-09/10.  
 Toks Ajike, Recreation and Parks Department and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4097-09/10.

0098-10-8 (continued)

**Speakers:**

Cynthia Avakian, Airport Commission and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4100-09/10.  
 Sgt. Robert Totah and Tom Newland, San Francisco Police Department and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4092-09/10.  
 Sharon Kwong, Department of Public Health spoke on PSC #4102-07/08.

**Action:**

- (1) Approve request for proposed personal services contract #4096-09/10 on the condition that the Department of Public Works engage in discussions with SEIU Local 1021. Should SEIU continue to have concerns about the contract, it may be put back on calendar for further discussion and action at the next regular meeting of April 5, 2010. In no case will the approval of the contract be delayed beyond the April 5, 2010 meeting. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (2) Approve request for proposed personal services contract #4097-09/10 on the condition that contact be made with SEIU Local 1021 within 24 hours to address concerns they have with the PSC. In addition, that a response be provided to Local 1021 by the Recreation and Parks Department within the following 24 hours addressing their concerns after which the conditions of the Civil Service Commission approval would have been met. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (3) Approve request for proposed personal services contracts on all remaining contracts. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

0130-10-8

**Review of request for approval of proposed personal services contract.  
 (Item No. 7)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4103-09/10	Police	\$140,000	Provide court reporting services and transcription as needed for disciplinary hearings and Police Commission meetings, along with transcription of tapes from interviews done with the Police Department's Management Control Division and other investigative units within the Police Department.	Regular	06/30/14



Civil Service Commission Meeting Minutes

Regular Meeting of March 15, 2010

4104-09/10	Public Utilities Commission	\$3,750,000	Provide analytical and technical support for SFPUC's key transmission, distribution, energy banking, and energy services contracts and agreements. Work will consist of performing qualitative and quantitative support and analysis in evaluating our existing agreements and services, individually and as a whole. Alternatives for each contract agreement will be evaluated to ensure we secure the best overall level of replacement services, at the lowest cost and minimal impact to our operations consistent with our goals and objectives.	Regular	06/30/15
4105-09/10	Emergency Management	\$200,000	Consultant will develop a Disaster Debris Management Program, which will include the development of a local Debris Management Plan, and providing Debris Management Plan training to stakeholders. This plan is critical to any major response and is required by FEMA. Failure to remove and manage debris can hinder response and recovery efforts which will impact public health and safety.	Regular	02/01/11
4106-09/10	Airport Commission	\$2,400,000	Work will include: Project controls and reporting, project scheduling, project budgeting, document control, project coordination, project planning, design management, and construction management services for Airport Terminal and Facility projects. This request is for all Airport Capital Improvement Project work excluding Terminal 2.	Regular	06/30/15
1015-08/09	Art Commission	Increase Amount \$2,061,095 New Amount \$3,799,020	Will perform concerts at the San Francisco Davies Symphony Hall in July-August 2009 with a free concert at a public park. This is the 58th year for Summer POPS concerts. Modification includes additional concerts from October, 2009 through July, 2010; and 2 free concerts at a public park 59th year for the Summer POPS concerts.	Modification	01/31/11
4072-07/08	Public Utilities Commission	Increase Amount \$25,000,000 New Amount \$38,000,000	Provide professional construction management services to oversee a specific WSIP construction project, the Calaveras Dam Replacement, on behalf of the SFPUC. Work includes inspection oversight & enforcement of contract requirements for construction protocols, seismic safety design & environmental mitigation measure. Please note that the original PSC submitted for this project was never used as the project schedule was delayed and new services added to accommodate two primary scope changes to the project: 1) development of plans to address the presence and extent of Naturally Occurring Asbestos (NOA) at project site; and 2) additional improvements to be added at Calaveras Dam and at the Alameda Creek Diversion Dam (ACDD) to address fishery enhancements within the Alameda Creek Watershed. New services now include creation of new specialized positions on the Construction Management team to manage the implementation of the Comprehensive Air Monitoring Program (CAMP) to address the naturally occurring asbestos, silica and metals at the project site and to manage the construction and environmental compliance of the new fishery enhancements.	Modification	12/31/15

X

**Civil Service Commission Meeting Minutes**

**Regular Meeting of March 15, 2010**

4102-09/10	Public Utilities Commission	Increase Amount \$30,000 New Amount \$75,000	Contract work consists of the following: 1. Sorting benthic invertebrate samples into major taxonomic groups in preparation for identification; 2. Performing quality control on staff taxonomists by re-identifying random samples and working with staff taxonomists to resolve differences; 3. Performing taxonomic identification on samples as needed; 4. Providing training to identify freshwater aquatic invertebrates as needed.	Modification	07/30/12
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**Speakers:** Lt. Joe Reilly, San Francisco Police Department and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4103-09/10. Rob Dudgeon, Emergency Management spoke on PSC #4105-09/10. Cynthia Avakian and Geri Rayca, Airport Commission spoke on PSC #4106-09/10.

**Action:**

- (1) Approve request for proposed personal services contract 4103-09/10 on the condition that contact be made with SEIU Local 1021 within 24 hours to address concerns they have with the PSC. In addition, that a response be provided to Local 1021 by the San Francisco Police Department within the following 24 hours addressing their concerns after which the conditions of the Civil Service Commission approval would have been met. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (2) Approve request for proposed personal services contracts on all remaining contracts. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**0099-10-1 Municipal Transportation Agency's Report on Appointments Exempt from Civil Service under Charter Section 10.104.16 through 10.104.18. (Item No. 8)**

March 1, 2010: Postpone to the meeting of March 15, 2010.

**Speakers:** None.

**Action:** Accept and file the report. (Vote of 3 to 0)

**0100-10-1 Municipal Transportation Agency's Report on Provisional Appointments. (Item No. 9)**

March 1, 2010: Postpone to the meeting of March 15, 2010.

**Speakers:** None.

**Action:** Accept and file the report. (Vote of 3 to 0)

Civil Service Commission Meeting Minutes

Regular Meeting of March 15, 2010

**0123-10-1**      **Municipal Transportation Agency's 2009 Workforce Utilization Analysis Report.**  
**(Item No. 10)**

**Speakers:**                      None.

**Action:**                      Accept and file report. (Vote of 4 to 0)

**0131-10-8**      **Review of request for approval of proposed personal services contract.**  
**(Item No. 11)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4107-09/10	Public Works	\$50,000	Additional architecture and related design services are needed to complete the Portola Branch Library project. A professional design firm authorized by PSC #4005-02/03 has already performed similar services; however, the project has experienced delays and budget escalation, and the PSC duration has expired and cannot be modified. Therefore, the DPW is requesting a new PSC for additional fees and new contract duration for the Portola project.	Modification	09/30/10

**Speakers:**                      Mindy Linetzky, Department of Public Works

**Action:**                      Approve request for proposed personal services contract.  
 Notify the offices of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

**0553-09-6**      **Appeal by Stephen Kloster of the Human Resources Director's determination of insufficient evidence to support his claim of harassment and disparate treatment discrimination. (Item No. 12)**

**March 1, 2010:**              Postpone to the meeting of March 15, 2010.

**Speakers:**                      Janie White, Department of Human Resources  
 Wesley Wakeford, Attorney

**Action:**                      Continue to a Special meeting after May 11, 2010. The Executive Officer to make arrangements to schedule the Special meeting based on the availability of all parties and City Hall hearing rooms. (Vote of 3 to 0)

0347-09-6 Appeal by Alfred Lam of the Human Resources Director's decision to close his complaint of discrimination (EEO File #1360) due to insufficient evidence to support his claim of retaliation. (Item No. 13)

March 1, 2010: Postpone to the meeting of March 15, 2010.

Speakers: Silvia Castellanos, Department of Human Resources  
Alfred Lam, Appellant

Action: Adopt the report. Sustain the decision of the Human Resources Director; deny the appeal by Alfred Lam. (Vote of 3 to 0)

0925-07-4 Appeal by Shauna O'Donnell on her background rejection as a Public Safety Communications Dispatcher. (Item No. 14)

March 1, 2010: Postpone to the meeting of March 15, 2010.

Speakers: Terrence Daniels, Emergency Management Department

Action: Adopt the report. Sustain the decision of the Human Resources Director; deny the appeal by Shauna O'Donnell. (Vote of 3 to 0) Ms. O'Donnell failed to appear.

0133-10-1 Department of Human Resources' Report on Provisional Appointments. (Item No. 15)

Speakers: John Kraus, Department of Human Resources

Action: Accept and file report. (Vote of 3 to 0)

0134-10-1 Department of Human Resources' Report on the Position-Based Testing Program. (Item No. 16)

Speakers: None.

Action: Accept and file report. (Vote of 3 to 0)

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION (Item No. 17)

None.

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 18)

None

ADJOURNMENT (Item No. 19)

**Civil Service Commission Meeting Minutes**

**Regular Meeting of March 15, 2010**