



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

AMENDED

E. DENNIS NORMANDY  
PRESIDENT

DOUGLAS S. CHAN  
VICE PRESIDENT

KATE FAVETTI  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

MIKER C. JOHNSTON  
EXECUTIVE OFFICER

## AGENDA Regular Meeting August 18, 2014

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

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

CALL TO ORDER & ROLL CALL

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

APPROVAL OF MINUTES

ANNOUNCEMENTS

HUMAN RESOURCES DIRECTOR'S REPORT

EXECUTIVE OFFICER'S REPORT

RATIFICATION AGENDA

CONSENT AGENDA

REGULAR AGENDA

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS

ADJOURNMENT



**NOTICE OF COMMISSION HEARING POLICIES AND PROCEDURES****A. Commission Office**

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

**B. Policy Requiring Written Reports**

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

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

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

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

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

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

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

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

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

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

**G. Procedure for Commission Hearings**

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

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

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

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

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

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

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

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

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

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

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

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

**Information on Disability Access**

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

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

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

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

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

**San Francisco Lobbyist Ordinance**

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



City and County of San Francisco  
Civil Service Commission

Agenda for Regular Meeting  
August 18, 2014  
2:00 p.m.

ITEM NO.

(1) CALL TO ORDER AND ROLL CALL

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

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

(3) APPROVAL OF MINUTES - Action Item

Regular Meeting of August 4, 2014

**Recommendation:** Adopt the minutes.

(4) ANNOUNCEMENTS

Announcement of changes to the agenda.

Other announcements.

HUMAN RESOURCES DIRECTOR'S REPORT

(5) Department of Human Resources' Annual Report on Certification of Eligibles – Entry and Promotion – Uniformed Ranks of Fire, Police and Sheriff Departments.  
(File No. 0170-14-1) – Action Item

**Recommendation:** Accept the report.

(6) EXECUTIVE OFFICER'S REPORT

**RATIFICATION AGENDA**

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

**(7) Review of Request for Approval of Proposed Personal Services Contract Number 4070-09/10 from the Department of Technology. (File No. 01739-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4070-09/10	TECHNOLOGY	Current Approved Amount \$15,000,000 Increase Amount Requested \$26,000,000 New Total Amount Requested \$41,000,000	As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology (IT) projects. Services will including system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.	Modi- Fication	Current Approved Duration 1/1/2010- 8/31/2014  Additional Duration Requested 8/31/2014- 8/31/2016

**Recommendation:** Adopt the report. Approve the request for proposed Personal Services Contract Number 4070-09/10; Notify the Office of the Controller and the Office of Contract Administration.

**CONSENT AGENDA**

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

**(8) San Francisco Municipal Transportation Agency’s Report on Provisional Appointments. (File No. 0166-14-1) – Action Item**

**Recommendation:** Adopt the report.

**(9) San Francisco Municipal Transportation Agency’s Report on Appointments Exempt from Civil Service under Charter Section 10.104.16 through 10.104.18. (File No. 0167-14-1) – Action Item**

**Recommendation:** Adopt the report.

**(10) San Francisco Municipal Transportation Agency’s Report on Position-Based Testing. (File No. 0168-14-1) – Action Item**

**Recommendation:** Adopt the report.

**(11) San Francisco Municipal Transportation Agency’s Bi-Annual Summary of Future Employment Restrictions. (File No. 0169-14-1) – Action Item**

**Recommendation:** Adopt the report.

**REGULAR AGENDA**

**(12) Review of Request for Approval of Proposed Personal Services Contract Number 40555-13/14 from the Department of Public Health. (File No. 0176-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
40555-13/14	PUBLIC HEALTH	\$1,778,820	The contractor will provide fiscal intermediary services as needed for community health, planning, support and service projects related to the Safe Routes to School-San Francisco (SRTS-SF) project, which is funded through the California Department of Transportation (Cal Trans) by a grant from Federal Highway Administration. The programs supported by the fiscal intermediary will include coordinating the education, encouragement, enforcement, engineering and evaluation of the SRTS-SF program at participating elementary schools in the San Francisco Unified School District to promote safe walking and biking to and from schools in San Francisco. The contractor will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects.	Regular	8/31/2017

**Recommendation:** Adopt the report; Approve request for Personal Services Contract Number 40555-13/14. Notify the Office of Controller and the Office of Contract Administration.

**(13) Review of Request for Approval of Proposed Personal Services Contract Number 47263-13/14 from the Department of Public Health. (File No. 0177-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
47263-13/14	PUBLIC HEALTH	\$700,000	Outpatient pharmacy services to patients of Special Programs for Youth (SPY) Clinics of the Community Health Network (CHN) who require prescription and over-the-counter medication as part of their treatment. Contractor will provide medication consulting and dispensing functions, as well as medication re-packaging services to SPY programs.	Regular	6/30/2019

**Recommendation:** Adopt the report; Approve request for Personal Services Contract Number 47263-13/14. Notify the Office of Controller and the Office of Contract Administration.

**(14) Review of Request for Approval of Proposed Personal Services Contract Number 45864-13/14 from the Police Department. (File No. 0178-13/14) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
45864-13/14	POLICE	\$150,000	The San Francisco Police Department (SFPD) has a demand for forensic analysis of evidence stemming from criminal investigations. Presently, the demand for analysis exceeds the capacity of the SFPD Crime Lab. Labs across the United States have had great success in improving turnaround times and keeping up with demand by implementing Lean Six Sigma principles. A vendor specializing in Lean Six Sigma training and implementation for crime labs is needed to conduct a project to process mapping of the current forensic Deoxyribonucleic Acid (DNA) process from receipt of evidence to analysis and reporting, provide measurable data to evaluate current productivity, identify "bottlenecks", make recommendations, create a plan, and assist in the implementation of the improvements adopted by the SFPD Crime Lab Forensic Biology Section. A Lean Six Sigma (LSS) method is preferred and training of five staff members in this methodology is requested to ensure the lab can adapt to future staffing and protocol changes.	Regular	12/31/2015

**Recommendation:** Adopt the report; Approve request for Personal Services Contract Number 45864-13/14. Notify the Office of Controller and the Office of Contract Administration.

**(15) Recommendation to Adopt the Proposed Amendments to Volumes I and IV of Civil Service Rule Series 11A, Position-Based Testing; 12, Eligible Lists; and 13, Certification of Eligibles—Affecting All Miscellaneous Employees and Service-Critical Employees of the Municipal Transportation Agency. (File No. 0142-14-5) – Action Item**

July 7, 2014: Accepted the Department of Human Resources’ staff report; accepted the Executive Officer’s staff report; and continued the matter to the next Civil Service Commission meeting of July 21, 2014, so that the Department of Human Resources can work with the Executive Officer to redraft the proposed amendments to include appropriate Civil Service Rule language, add definitions and clearly distinguish the proposed changes. (Vote of 5 to 0)

July 21, 2014: Adopted the Executive Officer’s staff report, and directed the Executive Officer to:

- Post the proposed revisions to Civil Service Rules 111A–Position-Based Testing, 112–Eligible Lists and 113–Certification of Eligibles;
- Post the proposed revisions to Civil Service Rules 411A–Position-Based Testing, 412–Eligible Lists and 413–Certification of Eligibles; and,

Meet and discuss the Civil Service Rule amendments with any interested stakeholders. (Vote of 5 to 0)

**Recommendation:** Accept the Executive Officer's staff report and adopt the amendments to Civil Service Rules Series 11A--Position-Based Testing, 12--Eligible Lists and 13--Certification of Eligibles in Volumes I and IV.

- (16) **Request for Status Grants Pursuant to Agreement between the City and County of San Francisco and the Service Employees International Union, Local 1021.**  
(File No. 0174-14-1) – Action Item

**Recommendation:** Adopt the report; Approve the Human Services Agency's requests for status grants.

- (17) **Appeal By Tyrone Pruitt on the Human Resources Director's decision of his Discrimination Complaint, EEO File No. 1777. (File No. 0117-14-6) – Action Item**

**Recommendation:** Adopt the staff report; deny the appeal by Tyrone Pruitt.

- (18) **COMMISSIONERS' ANNOUNCEMENTS/REQUESTS**

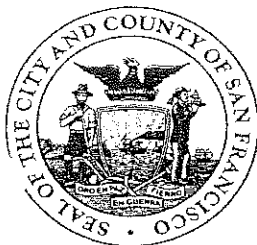
- (19) **ADJOURNMENT**



CALL TO ORDER  
&  
ROLL CALL

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





# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

## MINUTES Regular Meeting August 4, 2014

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

E. DENNIS NORMANDY  
PRESIDENT

DOUGLAS S. CHAN  
VICE PRESIDENT

KATE FAVETTI  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

### CALL TO ORDER

2:03 p.m.

### ROLL CALL

President E. Dennis Normandy	Present
Vice President Douglas S. Chan	Present
Commissioner Scott R. Helffond	Excused (Notified Absence)
Commissioner Kate Favetti	Present
Commissioner Gina M. Rocanova	Present

President E. Dennis Normandy presided.

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

Daiz Lampars, SEIU Local 1021, voiced his concern regarding the San Francisco Unified School District's nutrition cafeteria workers and the fact that their employment status has been over looked, since they remain temporary employees with no rights or benefits.

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

Regular Meeting of July 21, 2014

**Action:** Adopted the minutes. (Vote of 4 to 0)

### ANNOUNCEMENTS (Item No. 4)

Executive Officer Jennifer Johnston announced one change to the Agenda. The Department of Human Resources requested postponement on Item #9, Appeal by James E. Grant of the Disqualification of his Application for the 7329 Electronic Technician Maintenance Assistant Supervisor Examination, so that may further review the matter with the Public Utilities Commission.

THIS DOCUMENT SUPPORTS  
CALENDAR ITEM 3

President Normandy also announced that the Mayor’s Office recently sent an email notice emphasizing the importance of all Commissions to maintain at least a 90% attendance rate. Executive Officer Jennifer Johnston happily reported that for Fiscal Year 2013-2014 the Civil Service Commission surpassed that goal and achieved a 97% attendance rate.

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

Human Resources Director Micki Callahan announced that the Department of Human Resources (DHR) recently launched a new personal analyst internship program. It is a permanent exempt recruitment and DHR is undergoing a rigorous merit based system since a large number of candidates are expected to apply. There will be a several step selection process to capture the best and the brightest. In conclusion of the one year internship program, the hope is that these individuals will be positioned to successfully compete for a I241 Personal Analyst position.

**EXECUTIVE OFFICER’S REPORT**

**0161-14-1 Year-End Report on the Civil Service Commission’s Activities and Achievements in Fiscal Year 2013-2014. (Item No. 6)**

**Speaker:** Jennifer Johnston, Executive Officer

**Action:** Adopted the report. (Vote 4 to 0)

**0159-14-8 Review of Request for Approval of Proposed Personal Services Contracts. (Item No. 7)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
41657-13/14	AIRPORT COMMISSION	\$150,000	The consultant will perform an assessment of the San Francisco International Airport’s (SFO) 9-1-1 public safety answering point (PSAP) and communications center operations including radio communications systems and how it compares to other airport PSAPs and to PSAPs in the nine San Francisco Bay Area counties; provide expert consultative services to develop a vision of what Next Generation 9-1-1 (NG9-1-1) is for SFO; and provide a migration plan for SFO to move from an Enhanced 9-1-1 (E9-1-1) to a NG9-1-1 system. The consultant must have knowledge of PSAP and radio services operations and systems assessment; knowledge of the specialized technology involved with operating public safety radio systems and transitioning from a time division multiplexing (TDM)-based public safety/emergency services network to an internet protocol (IP)-based network environment; knowledge of current industry technologies, standards of excellence, and the regulatory/legislative environment; and experience with the development of a NG9-1-1 migration plan in a multi-jurisdictional environment.	Regular	6/30/2019
48101-13/14	ELECTIONS	\$238,127.08	Proposed scope of work attached. File Name: Appendix C. The Department would like to note that although the listed PSC amount is \$238,127.08, \$71,805.58 is for a perpetual software license, and \$70,451.80 is for Additional On-Site Support or As-Needed Training that may not be realized. The remaining \$95,863.70 is broken down as follows: \$41,442.23 is for maintenance of mail sorting equipment, and \$54,427.47 is for perpetual license and maintenance of a functionality upgrade. Payment Schedule attached, file name: Appendix D	Regular	6/17/2019

Civil Service Commission Meeting Minutes

Regular Meeting of August 4, 2014

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
42264-13/14	JUVENILE PROBATION	\$200,000	The Ombudsperson is responsible for resolving grievances submitted by detained youth at Juvenile Probation Department (JPD) detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.	Regular	9/30/2018
40137-13/14	PORT	\$249,000	Plan a series of monthly National Incident Management System (NIMS) position-based trainings and exercises culminating in one large functional exercise to improve the Port's preparedness and planning processes for a catastrophic disaster. Evaluate Port plans and processes in response to all hazard threats that may impact the City and/or the Port. Provide findings and recommendations on how to address items in the Port's Master Improvement Plan, an aggregation of real event and exercise after action items/gap analysis plans that serves as a base by which to develop future planning, training and exercises.	Regular	7/31/2015
42027-13/14	PUBLIC UTILITIES COMMISSION	\$250,000	The San Francisco Public Utilities Commission (SFPUC), as an owner, operator and user of the Bulk Electric System is subject to North American Electric Reliability Corporation (NERC) and Regional Reliability Standards. One such requirement is that the SFPUC needs the services of a California Independent System Operator (CAISO) to serve as Hetch Hetchy Water & Power's (HHWP) Planning Coordinator. The California Independent System Operator (CAISO) is the sole source available to provide these regulatory required services. Under the proposed agreement HHWP would pay the CAISO an annual service fee for being its Planning Coordinator and providing Planning Coordinator services consistent with the applicable NERC Reliability Standards.	Regular	6/30/2017
4011-12/13	AIRPORT	Current Approved Amount \$500,000 Increase Amount Requested \$344,380 New Total Amount Requested \$844,380	Consultant will conduct a feasibility study for constructing a shoreline protection system that will protect the Airport property from sea level rise and the 1% annual chance of flood or base flood defined by the Federal Emergency Management Agency (FEMA). The consultant will meet FEMA's design guidelines, perform geotechnical testing and structural analyses to ensure both old and new levees provide stability as required by FEMA, and establish design floor elevation based on FEMA's base flood elevation.	Modification	Current Approved Duration 8/15/2012-8/14/2015  Additional Duration Requested 8/14/2015-8/14/2016
32393-13/14	MUNICIPAL TRANSPORTATION AGENCY	Current Approved Amount \$95,000 Increase Amount Requested \$800,000 New Total Amount Requested \$895,000	The Contractor will provide training and implementation services on their proprietary Safety Management Software (Software). This Software is the database of record for all Safety-related incidents involving San Francisco Municipal Transportation Agency (SFMTA) vehicles. The training is for SFMTA staff as part of a "train the trainer" program. This Software replaces the current Transit Safe database and SFMTA staff trained under this program will then act as designated trainers for the entire agency. The duration of this contract includes the length of the entire Software Licensing and Maintenance Agreement. The implementation and training will be complete within a two-year duration.	Modification	Current Approved Duration 1/10/2014-7/01/2022

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4043-08/09	TREASURER/ TAX COLLECTOR	Current Approved Amount \$500,000 Increase Amount Requested \$0 New Total Amount Requested \$500,000	Vendor will develop a comprehensive phone and web payment application for the City to accept payment of property taxes, parking tickets, water utility bills, and other kinds of taxes and license fees using credit cards, debits cards and e-checks. This service will be NO COST to the City as convenience fees that will be charged to the Taxpayer for payment of taxes, licenses and utility bills will be remitted to the vendor to cover the cost of providing the service and processing the payments. *The \$62,500 estimated annual cost applies to the transaction service cost of processing credit card payments for parking tickets since MTA's policy is not to charge convenience fees to its customers.	Modification	Current Approved Duration 10/16/2012-10/15/2014  Additional Duration Requested 10/15/2014-10/15/2016

**Speakers:** None.

**Action:** 1) Approved PSC# 48101-13/14 with the condition that the Department of Elections clarify the funding source and work with the Executive Officer to amend and resubmit. (Vote of 4 to 0)  
2) Approved the request for all remaining PSCs. Adopted the report; notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**0155-14-3 Survey of Monthly Rates Paid to Police Officers and Firefighters in All Cities of 350,000 or more in the State of California. (Item No. 8)**

**Speakers:** Rich David, Department of Human Resources

**Action:** Adopted the report. Transmitted rates to the Retirement System in accordance with Charter Section A8.590.1-A8.590-7; and Provided the report to the Board of Supervisors. (Vote 4 to 0)

**0125-14-4 Appeal by James E. Grant of the Disqualification of his Application for the 7329 Electronic Technician Maintenance Assistant Supervisor Examination. (Item No. 9)**

**Action:** Postponed the appeal by James E. Grant at the request of the Department of Human Resources. (Vote 4 to 0)

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 10)**

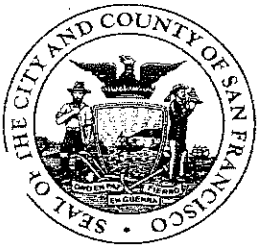
Commissioner Favetti requested that Commission staff look into the concerns raised by SEIU made during the public comment portion of the Agenda. Human Resources Director Micki Callahan responded that she will be reviewing the issue and report back to the Commission. Lastly, Commissioner Rocanova requested that the Department of Human Resources also provide an expanded report on the status of the San Francisco Unified School District's participation in the merit system.

**ADJOURNMENT (Item No. 11)**

2:29 p.m.

# ANNOUNCEMENTS

# HUMAN RESOURCES DIRECTOR'S REPORT



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

August 7, 2014

## NOTICE OF CIVIL SERVICE COMMISSION MEETING

**SUBJECT: THE DEPARTMENT OF HUMAN RESOURCES' ANNUAL REPORT ON CERTIFICATION OF ELIGIBLES – ENTRY AND PROMOTION – UNIFORMED RANKS OF FIRE, POLICE, AND SHERIFF DEPARTMENTS.**


The above matter will be considered by the Civil Service Commission at a meeting to be held on August 18, 2014 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the Human Resources Director's Report. Please refer to the attached Notice for procedural and other information about Commission hearings. The meeting agenda and all meeting materials will be posted on the Civil Service Commission's website at [www.sfgov.org/Civil\\_Service](http://www.sfgov.org/Civil_Service) under "Meetings" no later than end of day on Wednesday, August 13, 2014. If you would like a copy of the Department of Human Resources' staff report on the above-captioned matter emailed to you in advance of August 13<sup>th</sup>, please contact the Civil Service Commission's Office at [CivilService@sfgov.org](mailto:CivilService@sfgov.org) or (415) 252-3247.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting.

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

CIVIL SERVICE COMMISSION

  
JENNIFER JOHNSTON FOR  
Executive Officer

Attachment

Cc: Susan Gard, Department of Human Resources  
Donna Kotake, Department of Human Resources  
John Kraus, Department of Human Resources  
Dave Johnson, Department of Human Resources  
Fire Chief Joanne Hayes-White, San Francisco Fire Department  
Sheriff Ross Mirkarimi, Sheriff's Department  
Police Chief Greg Suhr, San Francisco Police Department

THIS DOCUMENT SUPPORTS  
CALENDAR ITEM 5








# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

## CIVIL SERVICE COMMISSION REPORT TRANSMITTAL (FORM 22)

Refer to Civil Service Commission Procedure for Staff - Submission of Written Reports for Instructions on Completing and Processing this Form

1. Civil Service Commission Register Number: \_\_\_ - \_\_ -
2. For Civil Service Commission Meeting of: August 18, 2014
3. Check One:                 Ratification Agenda  
                                      Consent Agenda  
                                      Regular Agenda  
                                      Human Resources Director's Report
4. Subject: Annual Report on Certification of Eligibles – Entry and Promotion – Uniformed Ranks of Fire, Police and Sheriff Departments
5. Recommendation: Accept the report.
6. Report prepared by: John Kraus Telephone number: 415 557-4884
7. Notifications:                 **(Attach a list of the person(s) to be notified in the format described in IV. Commission Report Format -A).**
8. Reviewed and approved for Civil Service Commission Agenda:  
  
Human Resources Director:   
  
Date: 7/30/14
9. Submit the original time-stamped copy of this form and person(s) to be notified (see Item 7 above) along with the required copies of the report to:

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

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

Attachment

<b><u>CSC RECEIPT STAMP</u></b>

## Notification List

### Annual Report on Certification of Eligibles – Entry and Promotion Uniformed Ranks of Fire, Police and Sheriff Departments

Fire Chief Joanne Hayes-White  
San Francisco Fire Department  
698 Second Street, Second Floor  
San Francisco, CA 94107

Police Chief Greg Suhr  
San Francisco Police Department  
850 Bryant Street, #525  
San Francisco, CA 94103

Sheriff Ross Mirkarimi  
Sheriff's Department  
City Hall, Room 456  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

John Kraus  
Recruitment & Assessment Services  
Department of Human Resources  
One South Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94103

Dave Johnson  
Recruitment & Assessment Services  
Department of Human Resources  
One South Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94103

Susan Gard  
Chief of Policy  
Department of Human Resources  
One South Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94103

Donna Kotake  
Workforce Development Director  
Department of Human Resources  
One South Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94103



Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director



**DATE:** July 23, 2014  
**TO:** The Honorable Civil Service Commission  
**THROUGH:** Micki Callahan, Human Resources Director  
**FROM:** John Kraus, Assistant Deputy Director  
**SUBJECT:** Annual Report on the Certification of Eligibles - Entry and Promotion - Uniformed Ranks of Fire, Police and Sheriff Departments

**Background**

On an annual basis, the Department of Human Resources [DHR] reports to the Civil Service Commission [CSC] to summarize examination and hiring activities for the San Francisco Fire, Police, and Sheriff Departments. This report covers the fiscal year July 1, 2013 through June 30, 2014. As indicated in the last report, selection processes may be referenced in more than one annual report because Public Safety test development and administration dates may span two reporting cycles.

**FY 13-14 Public Safety Appointments**

New hires and promotions in the three Departments during the past fiscal year were as follows:

	<b>Job Title</b>	<b>Class</b>	<b>#</b>
	Firefighter	H 2	99
	Firefighter Paramedic	H 3	10
	Inspector, Prevention	H 4	4
	Lieutenant, Suppression	H 20	14
	Lieutenant, Prevention	H 22	8
	Captain, Suppression	H 30	5
	Captain, Prevention	H 32	7
	Captain, EMS	H 33	2
	Battalion Chief	H 40	3
		Police Officer	Q2
Sergeant		Q50	55
Lieutenant		Q60	10
Captain		Q80	5
Deputy Sheriff 1		8302	30
Deputy Sheriff		8504	9
Senior Deputy Sheriff		8306	3



Sheriff's Sergeant	8308	3
Sheriff's Lieutenant	8310	2
Sheriff's Captain	8312	1

## FY 2013-2014 Examination Activities

### San Francisco Fire Department (SFFD)

**H-2 Firefighter** – In May 2014, DHR issued a “Continuous Testing” announcement for H-2 Firefighter. The centerpiece of this new process is the administration of the FireTEAM test developed and validated by the National Testing Network [NTN]. Since NTN charges applicants a fee to take this test and CSC Rule 311.5.2.1 states that applicants will not be charged for examinations, DHR sought and received from the CSC an exception to that rule, on a pilot basis for a period not to exceed eighteen (18) months.

This program, so far, appears to have produced a significantly higher applicant “show rate” for the test. When the last firefighter selection process was conducted in 2009, approximately 6,700 of the 11,000 applicants scheduled for the test [about 61%] followed through and participated in the test. Had it been known beforehand who actually would show up to take the 2009 test, the test scheduling process would have accommodated all of the candidates within a six week period, not the nine week period that was actually used. The new assessment process is more efficient, as the current show rate exceeds 95%.

A passing score on the NTN test, along with possession of a valid California Emergency Medical Technician [EMT] Certificate, will place an applicant on the eligible list. The principle advantage of this selection process from a recruiting perspective is that applicants may apply at any time and, at their convenience, schedule themselves for the written test and obtain their EMT Certificates. The previous selection process had limited application filing and test administration dates and the test results were fixed to produce a list that lasted four years. Now, DHR will regularly add new eligibles to the list. The continuous testing feature also enables DHR to actively track the demographics of the applicant pool, so that recruitment efforts can be adjusted as appropriate to meet the needs of the City and the Department.

As of July 17, 2014, 1,315 candidates have taken the written test and submitted documentation of a valid EMT Certificate. DHR is currently analyzing test scores to establish the minimum passing standards for the various test components that comprise the FireTEAM exam.

**H-4 Inspector** – 95 out of 102 applicants for this selection process were deemed qualified. By the time the test was administered, 23 candidates had withdrawn from the process, and of the 72 invited to participate, 38 candidates showed up for the first test component. One of those 38 candidates failed to show for the second test component, leaving a total of 37 candidates that participated in both test components that were administered in January 2014.



In February 2014, 15 fire officers from jurisdictions across the nation were convened to rate the candidate responses to the H-4 test components. Six officers worked in two teams of three to rate the responses to the “Role Play” exercise. Candidate responses to the “Inspection” exercise were evaluated by nine officers working in one team of three [assigned to the most complex aspect of the exercise] and three teams of two.

Inspection of the scoring key, in accordance with CSC Rule 311.10.1, was conducted in February, 2014. All 37 candidates who completed the test were invited to participate, but only 16 elected to do so. None of the issues raised by candidates following inspection resulted in a change to the scoring key. All but one candidate passed the entire selection process. The eligible list was adopted on April 2, 2014.

**H-33 EMS Captain** – A job analysis for this classification was conducted in May 2014. We expect to issue the job announcement in August 2014.

**H-110 Marine Engineer** – A job analysis for this classification was conducted in May 2014. The job announcement, which was issued on April 7, 2014, resulted in 29 applicants, 19 of whom were found to have met the minimum requirements. All but one of the 19 candidates show up to take the test, administered June 26 and 27, 2014. The exam consisted of a knowledge test involving ship-board equipment, and a performance test measuring welding ability. One candidate already worked part-time on the fireboat. Therefore, to minimize any perceived or real advantage that the “in-house” applicant would have, all candidates were provided the opportunity to “tour” the fireboat prior to test administration. All but two of the 18 candidates passed the test. The list will be adopted pending the resolution of a protest concerning the fact that a particular candidate was determined eligible.

### **San Francisco Police Department (SFPD)**

**Q-2 Police Officer** – In November 2013, DHR issued a “Continuous Testing” announcement for Q-2 Police Officer. As with the H-2 test program, the centerpiece of this selection process is the use of the Frontline National test developed and administered by the National Testing Network. A revision to CSC Rule 211.3 was made to implement an 18-month pilot exception to charging an examination fee.

DHR worked with a consulting firm, Human Performance Systems, to validate and introduce a new physical ability test [PAT] for Q-2. This PAT is supported by a criterion validation study which demonstrated that performance on the PAT is positively related to the physical fitness ratings of Police Academy recruits and their performance on the Commission on Peace Officer Standards and Training Work Sample Test Battery [the physical standard for passing the Academy]. The criterion data was based on 150 recruits who participated in three Academy classes. The validity study shows that the PAT will reliably predict success on the physical aspects of the Academy, as well as on the Work Sample Test Battery.

Both the PAT and the oral exam were moved to the “pre-list” stage of the recruitment and selection process. In the past, these components were administered after the eligible list was adopted. Therefore, whereas previous eligible lists only reflected the cognitive ability of the candidates, this new list also takes into account candidates’ physical and oral communication abilities.

As of July 17, 2014, more than 1,200 candidates had advanced successfully through the written, physical, and oral test components and were added to the eligible list. Again, similar to H-2,



applications for this selection process may be submitted at any time, and qualified applicants may then schedule for the written test at their convenience.

**Q-60 Lieutenant** - The job analysis for this classification was completed in November of 2013 to reflect current job duties, etc. Test development is scheduled for Fiscal Year 14-15, to coincide with the expiration of the current eligible list that was extended to four years.

**Q-80 Captain** - Components of the Q-80 Captain test were developed in August 2013. The selection process will be administered in FY 2014-2015 to coincide with the expiration of the current eligible list.

### San Francisco Sheriff's Department (SFSD)

**8300 Sheriff's Cadet** – Following an extensive job analysis, the 8300 job announcement was posted and applications were accepted in May 2014. 566 of 580 applicants were deemed qualified, and have been scheduled for the written test which will be administered across three sessions in July 2014.



**8306 Senior Deputy** – The 8306 job announcement was posted and applications were accepted in June 2013. 146 of 147 applicants were deemed qualified, and invited to participate in the written test administered in November 2013. All 98 candidates who participated in the written test were subsequently invited to the oral exam, and 84 of those participated. The names of the 80 candidates who met the minimum standard of effectiveness across both test components were placed on the eligible list, which was adopted on March 6, 2014.

### Testing Center

On April 1, 2014 DHR moved to the first floor at 1740 Cesar Chavez. This space offers greater seating capacity and a floor layout conducive to multiple and simultaneous activity use than the prior test location on the second floor. For example, at the new location DHR recently conducted simultaneously a written test for several hundred candidates for Elections Clerk, a supervisory test battery on computers for 40 candidates, and a test development meeting for 5215 Fire Protection Engineer.

The move to this new location was a major undertaking that included many meetings over several months with the builder, the landlord, the Office of Real Estate, the Mayor's Office on Disability, the Department of Technology, etc. DHR adjusted its test schedule three times as "move-in" dates were postponed several times. However, when the move-in date was finally confirmed on Friday, March 1, DHR staff quickly reacted to have the facility ready for use by Tuesday, April 1.

The Grand Opening of the City and County of San Francisco Testing Center was held June 4. At that event, the Main Testing Room was dedicated to the memory of Civil Service Commissioner Donald

Casper, and the reception area was dedicated to the memory of Civil Service Commission Executive Officer Anita Sanchez.

## **Plans for Fiscal Year 2014-2015**

### **Examination Plan**

In the coming year, DHR plans to administer public safety examinations for the following classifications: H-3 EMT, H-6 Fire Investigator, H-33 EMS Captain, H-50 Assistant Chief, Q-80 Captain, 8308 Sergeant, and 8310 Lieutenant. It also plans to conduct test development activities for Q-60 Lieutenant.

### **Recommendation**

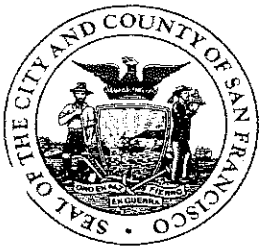
The DHR Public Safety Team appreciates the opportunity to present this report and respectfully recommends that it be adopted as submitted.





# EXECUTIVE OFFICER'S REPORT





# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

August 7, 2014

E. DENNIS NORMANDY  
PRESIDENT

DOUGLAS S. CHAN  
VICE PRESIDENT

KATE FAVETTI  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

## NOTICE OF CIVIL SERVICE COMMISSION MEETING

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 40555-13/14; 47263-13/14; 45864-13/14; AND 4070-09/10.**

The above matter will be considered by the Civil Service Commission at a meeting to be held on August 18, 2014 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

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

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

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

CIVIL SERVICE COMMISSION

  
JENNIFER JOHNSTON  
Executive Officer

Attachment

Cc: Jolie Gines, Department of Technology  
Jacquie Hale, Department of Public Health  
Genie Wong, Police Department  
Commission File  
Commissioners' Binder  
Chron

THIS DOCUMENT SUPPORTS  
CALENDAR ITEM 7





Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director

Date: August 18, 2014  
To: The Honorable Civil Service Commission  
Through: Micki Callahan  
Human Resources Director  
From: Jacquie Hale, DPH  
Genie Wong, POL  
Jolie Gines, DT

**Subject: Personal Services Contracts Approval Request**

This report contain four (4) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on October 25, 2013.

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

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

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

Total of this Report	YTD Expedited Approvals FY 2014-2015	Total for FY 2014-2015
\$67,850,000	\$1,749,527	\$201,978,934

THIS DOCUMENT SUPPORTS  
CALENDAR ITEM 7

Jacquie Hale  
Department of Public Health  
101 Grove Street, Rm. 307  
San Francisco, CA 94102

Genie Wong  
Police Department  
850 Bryant Street, Rm. 511  
San Francisco, CA 94103

Jolie Gines  
Department of Technology  
1 South Van Ness Ave., 2<sup>nd</sup> Flr.  
San Francisco, CA 94103

Posting for August 18, 2014  
Proposed Personal Services Contract  
Modification to Increase/Decrease Contract Amount/Duration

PSC No	Dept Description	Type of Approval	Modified Amount	Cumulative Amount	Description of Work	Modified Date	Cumulative Date
4070-09/10	TECHNOLOGY	REGULAR	\$26,000,000.00	\$41,000,000.00	As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology (IT) projects. Services will include system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.	1/1/2014 - 08/31/2016	01/01/2010 - 08/31/2016

Total Modified Amount: \$26,000,000.00





PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4070 09/10)

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

Type of Service: As needed telecommunications, system, voice and data design, business analysis, programming,

Funding Source: Public Bond, Grant, Lease, General

PSC Original Approved Amount: \$15,000,000 PSC Original Approved Duration: 01/01/10 - 12/31/13 (4 years)

PSC Mod#1 Amount: \$26,000,000 PSC Mod#1 Duration: 01/01/14-08/31/16 (2 years 34 weeks)

PSC Mod#2 Amount: PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$41,000,000 PSC Cumulative Duration Proposed: 6 years 34 weeks

1. Description of Work

A. Scope of Work:

As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology (IT) projects. Services will including system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.

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

The contracts include prequalified vendors to help expedite the procurement of telecommunications and IT solutions. Outside expertise is needed, especially for projects involving new technology to supplement the skills provided by City employees. Many projects are on restricted funding time frames with bond and grant funds. If denied, the process and timeframes required to procure new systems and implement solutions will be expanded significantly. Also, Public Safety voice and data networks often need a very quick response for service issues.

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

Yes, prior PSC and piggybacking on Airport 's RFP.

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

2. Union Notification: On 02/24/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4070 09/10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/18/2014

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

A. Specify required skills and/or expertise:

Many Highly specialized technical and professional skills are required on an as needed basis, depending on the project.

\* Knowledge of specific types of voice and data networks, hardware and software, business/Telecom and IT analytical skills and programming for new applications are needed to design, create, update and implement Telecom and IT solutions.

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

1005,1014,1024,1033,1070,

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

No.

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

A. Explain why civil service classes are not applicable:

The work is intermittent and highly specialized for as needed projects.

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

No, technology changes too rapidly and the work is intermittent.

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

**YES NO**

- A. Will the contractor directly supervise City and County employee?  YES  NO
- B. Will the contractor train City and County employee?  
Please see attached document.  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? AT&T  YES  NO

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

ON 02/24/14 BY:

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

Address: One South Van Ness Avenue, 2nd Floor San Francisco, CA 94103

## Fabiani, Phyllis

---

**From:** Gines, Jolie  
**Sent:** Tuesday, February 25, 2014 9:08 AM  
**To:** Fabiani, Phyllis  
**Subject:** FW: Receipt of a REGULAR Modification Request to PSC # 4070-09/10 - MODIFICATIONS

Phyllis,

This modification was submitted and is now before L21's review and approval path.

Thank You,  
Jolie

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

415 581 3974  
415 581 3970 FAX

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [mailto:[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)]  
**Sent:** Monday, February 24, 2014 4:10 PM  
**To:** Gary, Kendall; [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); Gines, Jolie; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 4070-09/10 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to DHR

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a modification request for a Personal Services Contract (PSC) for \$26,000,000 for services for the period April 21, 2014 – April 20, 2016. For Regular/Annual/Continual Modification requests there is a 7-Day noticed to the union(s) prior to Department PSC Due to DHR date before the request is scheduled for Civil Service Commission meeting date.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1494>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)



## INTEROFFICE MEMORANDUM

DATE: May 7, 2014

TO: Ms. Jennifer Johnston, Executive Officer  
Civil Service Commission

FROM: Marc Touitou, CIO, Executive Director, Department of Technology

RE: PSC#4070-9/10 AT&T Update

*Handwritten signature and date: 5/6/14*

Dear Commissioners,

On December 21, 2009, the Civil Service Commission voted 5-0 to approve PSC#4070-9/10 for AT&T in the amount of 15 million dollars. The condition for this approval was that the Department of Technology submits quarterly reports to the Commission identifying projects or type of work contracted out under this request and the dollar amount of each request, with notifications to Local 1021 where applicable. Also, notify the offices of the Controller and the Office of Contract Administration.

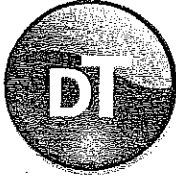
DT acknowledges this oversight of not providing quarterly reports. I have attached the Memo that was submitted to the board in Aug 2013 providing an update to the Board of Supervisors for the AT&T contract spend as well as the LBE participation over the term of the contract.

DT is currently requesting CSC approval for "time" on the AT&T contract while we prepare for an RFP. Of the CSC approval of 15 million, \$3,298,663 has been allocated as listed below, and 11 million remains unspent.

- DT - \$238,459
- Laguna Honda - \$546,000
- SF General - \$520,000
- SFO - \$1,994,204

Thank you for time and attention. Please do not hesitate to contact Kendall Warrington at 415-581-4066 with any further questions regarding this matter.





**Date:** August 1, 2013  
**To:** Angela Calvillo, Clerk of the Board  
 Board of Supervisors  
**From:** Marc Touitou  
 Chief Information Officer  
**Subject:** Report on AT&T Master Agreement per Ordinance 98-10 (File No. 100521)

**MEMORANDUM**

On May 4, 2010, the Board approved an agreement between the City and AT&T for telecommunication products and services for a maximum amount of seventy-five million dollars for a period of four and a half years [File No. 100521; Ordinance 98-10]. In approving the Ordinance, the Board requested that the Department provide a report to the Board one year prior to the end of the contract, or approximately September 1, 2013, on the following two subjects: (1) LBE retention and the amount awarded to each LBE and (2) the expenditures by each City department each year under the 2010 Contract and the City as a whole. In accordance with this request, we are providing the Board with this report.

1) In the City’s Master Agreement – Section 32, the City and AT&T agreed that certain products and services purchased under the agreement would not be subject to LBE participation, and this change in the City’s standard contract language was approved by the Director of the Human Rights Commission and the Board. All of the products and services purchased under this agreement have been limited to those for which there is no LBE participation requirement. As of the date of this report, there has been no LBE participation as a part of the AT&T Master Agreement.

2) As of June 30, 2013, the City has issued purchase orders under the Master Agreement in the total amount of \$34,375,705.22. Please see the below table for the breakdown by department and fiscal year.

**PO Releases Against the Master Agreement Blanket by Department by Year**

	2009-2010	2010-2011	2011-2012	2012-2013	Total
Airport	-	1,035,650.84	643,000.00	2,100,585.70	3,779,236.54
DCYF	-	27,822.85	10,742.50	-	38,565.35
DPH	-	945,875.66	-	520,000.00	1,465,875.66
Library	-	46,000.00	187,764.40	-	233,764.40
DT	4,702,000.00	7,457,576.06	8,224,353.91	8,460,671.30	28,844,601.27
PUC	-	-	-	13,662.00	13,662.00
<b>TOTAL</b>	<b>\$ 4,702,000.00</b>	<b>\$ 9,512,925.41</b>	<b>\$ 9,065,860.81</b>	<b>\$ 11,094,919.00</b>	<b>\$ 34,375,705.22</b>

NOTE: Additional department expenditures for the listed departments, as well as all other City departments, are also captured through DT POs.

Please do not hesitate to contact my Procurement Director Kendall Gary directly at (415)581-4066 or by email to [Kendall.Gary@sfgov.org](mailto:Kendall.Gary@sfgov.org) with any further questions regarding this matter.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

Type of Request: [ ] Initial [X] Modification of an existing PSC (PSC # 4070 09/10)

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

Type of Service: As needed telecommunications, system, voice and data design, business analysis, programming,

Funding Source: Public Bond, Grant, Lease, General

PSC Original Approved Amount: \$15,000,000 PSC Original Approved Duration: 01/01/10 - 12/31/13 (4 years)
PSC Mod#1 Amount: \$26,000,000 PSC Mod#1 Duration: 01/01/14-08/31/16 (2 years 34 weeks)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$41,000,000 PSC Cumulative Duration Proposed: 6 years 34 weeks

1. Description of Work

A. Scope of Work:

As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology (IT) projects. Services will including system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.

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

The contracts include prequalified vendors to help expedite the procurement of telecommunications and IT solutions. Outside expertise is needed, especially for projects involving new technology to supplement the skills provided by City employees. Many projects are on restricted funding time frames with bond and grant funds. If denied, the process and timeframes required to procure new systems and implement solutions will be expanded significantly. Also, Public Safety voice and data networks often need a very quick response for service issues.

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

Yes, prior PSC and piggybacking on Airport 's RFP.

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

2. Union Notification: On 02/24/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4070 09/10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Many Highly specialized technical and professional skills are required on an as needed basis, depending on the project.

\* Knowledge of specific types of voice and data networks, hardware and software, business/Telecom and IT analytical skills and programming for new applications are needed to design, create, update and implement Telecom and IT solutions.

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

1005,1014,1024,1033,1070,

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

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The work is intermittent and highly specialized for as needed projects.

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

No, technology changes too rapidly and the work is intermittent.

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

YES    NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/24/14 BY:

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

Address: One South Van Ness Avenue, 2nd Floor San Francisco, CA 94103

**City and County of San Francisco  
Airport Commission**

**Request for Proposals for**

**Airport Telecommunication Services**

<b>RELEASE DATE:</b>		<b>JUNE 8, 2007</b>
<b>PRE-PROPOSAL CONFERENCE:</b>	<b>2:30 PM</b>	<b>June 20, 2007</b>
<b>DEADLINE FOR SUBMISSION:</b>	<b>5:00 PM</b>	<b>August 27, 2007</b>



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**SFO Non-Disclosure Agreement Forms**

**Request for Proposals for**

**Airport Telecommunication Services**

## 1. INTRODUCTION

The City and County of San Francisco Airport Commission (the "Airport Commission") is soliciting proposals for Telecommunication Services for the San Francisco International Airport.

San Francisco International Airport (the "Airport" or "SFO") is the principal commercial service airport for the San Francisco Bay Area. The San Francisco Airport Commission operates the Airport as a separate enterprise department of the City and County of San Francisco (the "City"). The Airport Commission manages a talented and committed alliance of Airport staff, airlines, concessionaires, consultant, and support organizations who operate and maintain the Airport facilities that accommodate air and ground transportation for more than 32 million passengers and over half a million metric tons of cargo per year.

SFO is seeking proposals for services described in Section 2 (Scope of Work) below, including but not limited to Internet Service Provider ("ISP"), Cellular, local toll voice services, Wide Area Network ("WAN") services, Cable Access TV/media content services ("CATV"), disaster recovery, telecommunications consulting and all other services to support the creation of an Airport-wide Internet Protocol ("IP") networking environment (collectively, the "Telecommunications Services") described in this Request for Proposal (the "RFP"). Proposals are to be delivered to John Payne at the SFO Information Technology and Telecommunications Department in Terminal 2 Room 355 located on the 3<sup>rd</sup> floor no later than 5:00 p.m. Pacific Daylight Time on August 27, 2007.

Proposal forms may be obtained from the Airport website at [http://www.flysfo.com/rfp/bid/bid\\_list.asp](http://www.flysfo.com/rfp/bid/bid_list.asp)

## 2. SCOPE OF WORK

The following Scope of Work (RFP Section 2.1 – 2.58) is a general guide and is not intended to be a complete list of all work necessary to fulfill services of the final contract.

The purpose of this RFP is to solicit proposals from qualified firms (the "Proposer") to provide Telecommunication Services comprised of ISP, Cellular, local toll voice services, WAN services, CATV/media content services, disaster recovery, telecommunications consulting and all other services to support the creation of an Airport-wide IP network platform. The RFP Telecommunication Services cover a broad segment of telecommunications technologies. It is the intent of SFO to establish a contractual relationship with a single, prime contractor. The Proposer may subcontract up to sixty percent (60%) of the Telecommunication Services. In this event, however, the Airport will still only have one contractual relationship with the prime. All sub-contractor relationships will be the responsibility of the successful Proposer for the duration of the contractual term.

Furthermore, Proposers may be newly formed entities (e.g. limited liability companies, joint ventures, corporations) provided that the Airport is satisfied that the Proposer is qualified such that the corporation or other legal entity that is the Proposer of its managing members (e.g. LLC members, joint venture partners, corporation shareholders) meet the Minimum Qualifications in RFP Section 4.

### 2.1 Voice Services Organization Overview

The Telecommunications staff of SFO is responsible for the installation, testing and repair of telephone lines and equipment within the Airport campus. The Telecommunications staff performs needs

assessment, order review, and implementation; telephone system administration and phone installation; work assignments, customer coordination, and telephone phone trouble resolution. Telecommunication service is delivered the Airport Commission PBX Telephone System and SONET Ring. The Telecommunications group is also responsible for the distribution and support of mobile communications devices such as cell phones, Smart Phones, PDA's and wireless laptops.

## 2.2 Voice Services Network

The SFO voice system and infrastructure is comprised of an Avaya S8710 with 10 distributive EPN nodes that are located at strategic points of presence throughout the Airport campus. The services network also includes Avaya Intuity Voicemail, Spectel WebPortal Conference Bridge, Sierra Gold Call Detail Recording system. This network supports approximately 4000 end users. The SFO Telecommunications staff operates and manages this network. Avaya is the system maintenance provider.

## 2.3 Voice Services Requirements

Proposer shall provide the following voice services:

- Install, provide and maintain voice and data communications services to the Airport Commission Telecommunications System.
- The required services to be provided to SFO are to include, at the minimum, but not exclusive to:
  - A. Digital and Analog Trunks
  - B. Basic Telephone Service
  - C. Centrex Service
  - D. Frame Relay
  - E. Asynchronous Transfer Mode (ATM) Transport
  - F. Internet Connectivity
  - G. Local Calling
  - H. LATA Toll Calling
  - I. Long Distance Calling
  - J. International Calling
  - K. 800/888 Services
  - L. Video Conferencing
  - M. Calling Card Services
  - N. Maintenance services for voice services network equipment
  - O. Voice services network equipment and parts
  - P. Voice services network test equipment
  - Q. Voice services network components (cable, wire, racks, patch panels ect.)
  - R. Voice services network management software
  - S. Infrastructure services (cable, fiber, conduit)
  - T. Disaster and business continuity planning
  - U. Voice services network security analysis and consulting
  - V. Bill reconciliation
  - W. All associated professional services, hardware and software that are required from time to time for the execution of the functions outline above.

It is assumed that any other vendor provided services, not listed, are also included.

## 2.4 Voice Services Local Maintenance and Service

## SFO Airport Telecommunication Services RFP

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address.
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What steps will be taken during installation to ensure a smooth transition to your service, include number portability, cutover, etc.?
7. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted, provide a detailed description of the contractor's capabilities.
8. Describe the content, formats and electronic media of all required reports and bills.
9. Is your proposal for local service based on flat rate charges? Yes \_\_\_ No \_\_\_
10. Is your proposal for local service based on measured service? Yes \_\_\_ No \_\_\_
11. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to dial tone for SFO and its Tenants.

### 2.5 Voice Services Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Will your service conform to the current North American Numbering Plan (NANP) changes? Yes \_\_\_ No \_\_\_
3. Describe in detail your network architecture
4. Describe in detail your VOIP network. Will this network be made available to SFO as part of this agreement? Yes \_\_\_ No \_\_\_
5. What additional or enhanced services do you provide which have not been described in this RFP?

SFO Airport Telecommunication Services RFP

6. Will your system/service interface with the digital interface cards for the Avaya PBX without any additional cost? If not, state what equipment will be necessary and all associated cost.
7. Will you provide full number portability? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Describe how you plan to provide number portability.
9. If you are proposing call forwarding as a means of providing number portability, describe the process of how the transfer will occur and the amount of time this process will take.
10. What provisions are available for IntraLATA service?
11. How are you connected to the Local Exchange Carrier (LEC)?
12. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
13. SFO provides Shared Tenant Services (STS) to a variety of tenants. Please detail how you plan to provide the following services?
  - A. E911
  - B. Directory Assistance
  - C. Directory Listings (for each tenant)
  - D. Publication Listings (for each tenant)
  - E. Caller ID
  - F. Telephone Directories
14. Describe in detail your local calling area and provide your definition of a local call. Also, provide a network map of the local calling area.
15. Describe any outside plant cable inventory management, discovery, or audit services you provide. How would such services be billed?
16. Describe any outside plant cable installation services you provide. Service should include, but not excluded to, trenching, conduit installation and cable termination. How would such services be billed?

**2.6 Voice Services General Requirements**

1. Describe any future price reductions during the term of this agreement.
2. At the request of the Airport, Proposer will provide audit services to address all billing discrepancy issues.
3. What is included in your billing/documentation that you will make available to SFO each month?
4. Will you maintain the existing block of Direct Inward Dial (DID) numbers currently being used by the Airport? Yes \_\_\_\_\_ No \_\_\_\_\_

SFO Airport Telecommunication Services RFP

5. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, why? \_\_\_\_\_

**2.7 Voice Service Costs**

Pricing scheduled requested below must be completed in its entirety in order for SFO to accurately evaluate the services offered. All pricing shall be valid throughout the term of the Agreement. Service information should include the composite cost per minute for each type of service. Specify all fixed costs and fees (one time and recurring).

Current Service Expenditure:

1. Long Distance = \$100,000.00 per FY
2. Local Carrier Service = \$265,000.00 per FY
3. Local Toll Charges = \$385,000.00 per FY

What is your complete cost, including taxes the following basic services:

Installed Monthly Service:	<u>PRICE</u>
A. Digital/ PRI Trunks	_____
B. Analog Trunks	_____
C. Basic Telephone Service	_____
D. Centrex Service	_____
E. Frame Relay	_____
F. Asynchronous Transfer Mode (ATM) Transport	_____
G. Internet Connectivity	_____
H. Local Calling	_____
I. LATA Toll Calling	_____
J. Long Distance Calling	_____
K. International Calling	_____
L. 800/888 Services	_____
M. Video Service	_____
N. Calling Card Services	_____
O. VOIP	_____

Long Distance Pricing:

Long Distance Services (rates per minute):

Interstate

- |                        |       |
|------------------------|-------|
| A. Switched Outbound   | _____ |
| B. Switched Toll Free  | _____ |
| C. Dedicated Outbound  | _____ |
| D. Dedicated Toll Free | _____ |

Intrastate (California)

- |                      |       |
|----------------------|-------|
| A. Switched Outbound | _____ |
|----------------------|-------|



SFO Airport Telecommunication Services RFP

- B. Switched Toll Free \_\_\_\_\_
- C. Dedicated Outbound \_\_\_\_\_
- D. Dedicated Toll Free \_\_\_\_\_

**2.8 Cellular Service**

SFO's current cellular inventory consists of approximately 250 cellular phones, and other wireless communication devices. Cellular phone service is essential in the contact of emergency responders such as SFPD-Airport Bureau, SF Fire Dept., Airfield Safety, Maintenance, Airport Duty Managers, ITT Voice/Data Specialist and Airport Senior Management. The Airport Telecommunications group is responsible for the distribution and support of mobile communications devices such as cell phones, Smart Phones, and wireless laptops modem cards.

True enterprise support for cellular service has been lacking in the previous cellular vendor. Please describe the nature and value of the enterprise support that you are proposing in the sections below.

**2.9 Cellular Phone Service Requirements**

The Proposer shall provide to SFO **Enterprise –class** cellular phone service and data mobility. Enterprise-class refers to service that are targeted not to the consumer but to large business and enterprises like the Airport. Wireless applications and services that enable remote access to office files, directories and data bases are required components of all responses.

In all answers please distinguish your enterprise support from consumer support in terms of the following:

1. Ability to maintain stable inventory of cellular devices and all associated accessories selected by the Airport? (two years is the goal)
2. Ability to change any given cellular carrier if they fail to meet Airport requirements?
  - a. Time frame to swap an existing Airport cellular carrier out for another
  - b. Any costs associated with this activity (one time and re-occurring)
3. Describe your 24 Hrs x 7 days a week technical support offering.
4. Describe your 24 x 7 end user support offering for non-voice issues with SmartPhones and PDAs? Please include descriptions on how you answer "How do I do this?" questions .

The Proposer shall furnish both services and handheld devices. Devices to be furnished should include, but not be limited to, cell phones, Smart Phones, and wireless laptops modem cards.

- The cellular phone systems to be made available to the Airport can include. Please describe what is being proposed and why with a description of the advantages of the proposed approach(es) and the disadvantages of competing options:
  - A. GSM
  - B. TDMA
  - C. Other
- The technologies for data mobility to be made available to SFO can include. Please describe what is being proposed and why with a description of the advantages of the proposed approach(es) and the disadvantages of competing options:

## SFO Airport Telecommunication Services RFP

- A. HSDPA
- B. EDGE
- C. CDMA
- D. EVDO
- E. Wi-Fi (802.11)
- F. Other

Please describe future cellular and data mobility enhancements that are in the planning horizon of the anticipated Airport contractual term (5-7 years from contract award) that would be made available to SFO. *Please use the NDA in the appendix if deemed necessary by the proposer.*

### 2.10 Cellular Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the Account Manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the Service Contact in the San Francisco area? Provide the person's business phone number and address.
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
7. Describe the content, formats and electronic media of all required reports and bills.
8. Describe your billing increments.
9. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to dial tone for SFO?
  - A. Priority access by account number
  - B. Priority access by a group of cellular numbers
  - C. Priority access by individual cellular numbers
  - D. Emergency provision and activation of cellular phones or devices
10. If a disaster/emergency that affects the San Francisco Bay Area how will the Proposer provide SFO with Priority 1 service?

SFO Airport Telecommunication Services RFP

11. Will you provide SFO a 24-hour, toll-free, emergency telephone number to a company representative who will be able to receive and process orders for immediate service?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, how will such request be handled? Explain.

12. Describe the process of how lost, stolen, or broken cellular equipment should be reported, and how they will be replaced. Include : (1) Average time of delivery, (2) method of delivery, (3) List any applicable restrictions on replacement.

### 2.11 Cellular Service Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible

1. Describe how you would transition existing SFO users to your service. The transition plan should describe how orders will be handled and how long the conversion will take. The transition plan should also detail the measures that the Proposer will take to eliminate service disruption.
2. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
3. Describe in detail your network architecture
4. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
5. What additional or enhanced services do you provide which have not been described in this RFP?
6. Describe your Local, Long Distance and International plans and coverage areas, and which ones would be made available to SFO.
7. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
8. Describe in detail your local calling area and provide your definition of a local call. Also, provide a network map of the local calling area.
9. Describe in detail how text messages are handled on your cellular network. SFO requires access to an Enterprise grade network to ensure delivery of text messages. If the Proposer does not have such a network, describe what steps are taken to prioritize text messages sent by SFO from those of the regular consumer.
10. The Proposer shall provide the features commonly available among various manufacturers and various cellular device models. The required services to be provided to the Airport are to include, at the minimum, but not exclusive to:

SFO Airport Telecommunication Services RFP

- A. Silent ring or vibrate
- B. Hands Free or speaker phone option
- C. Illuminated display
- D. AC power adapter for charging
- E. Voice Mail

Can the Proposer provide the minimum requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

Describe any additional features that would be made available to SFO.

**2.12 Cellular Service General Requirement**

1. Describe any future price reductions during the term of this agreement.
2. At the request of the Airport, Proposer will provide audit services to address all billing discrepancies.
3. What is included in your billing/documentation that you will make available to SFO each month?

**2.13 Cellular Service Costs**

Current Service Expenditure = \$160,000.00 per FY

1. Describe in detail the pricing and calling plan(s) that would be made available to SFO. Include any taxes, and any other applicable charges.
2. Is your proposal for cellular service based on Flat Rate plan(s)? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Is your proposal for cellular service based on Per Minute plan(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

**2.14 Paging Services**

SFO's current pager inventory consists of approximately 300 pagers. Pagers are essential in the contact of emergency responders such as SFPD-Airport Bureau, SF Fire Dept., Airfield Safety, Maintenance, Airport Duty Managers, ITT Voice/Data Specialist and Airport Senior Management. The Airport Telecommunications group is responsible for the distribution and support of pagers.

**2.15 Paging Services Requirement**

- A. Proposer shall provide to the Airport paging equipment and services necessary to meet its current and future paging needs.
- B. Proposer shall provide a cost effective paging solution to meet the Airport's current and future paging needs.
- C. Proposer shall provide the Airport with standard telephone-interconnect type paging service, whereby the caller dials a local number within the area code serving the Airport.
- D. Proposer shall furnish both the service and compatible pager units.

## SFO Airport Telecommunication Services RFP

- E. Contractor shall furnish cost-effective paging services geared for the crafts (i.e. plumbers, electricians, carpenters, etc.)

### 2.16 Paging Local Maintenance and Services

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the Account Manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the Service Contact in the San Francisco area? Provide the person's business phone number and address.
3. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year.
4. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
5. Describe the content, formats and electronic media of all required reports and bills.
6. Describe your billing increments.

### 2.17 Paging Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible

#### 1. Pager Types

This contract will supply both numeric and alphanumeric pagers, to be ordered at the discretion of the Airport.

All pagers shall be pocket sized and shall include a battery and a belt clip. The pager's antenna shall be enclosed within the body of the pager. The pager shall emit a "call received" alarm, either audible or vibrating. Alert signal by tone or vibration shall be selectable by the user.

Controls for the pager shall include power, reset, message scrolling, and tone/vibration mode selection. The reset control shall be a momentary switch and shall be used to silence the pager's audible tone whenever the pager has received a call. The functions listed above may be accommodated using multi-function controls.

#### A. Numeric Pagers

Most of the pagers the Airport will use will be numeric. Thus, for the purposes of bid selection the Airport shall more closely evaluate the Proposer's ability to provide numeric pagers.

## SFO Airport Telecommunication Services RFP

Once paged, numeric pagers shall display the received numeric information on the pager's liquid crystal display (LCD). A numeric pager shall have a minimum display capacity of 20 characters. The pager shall provide a minimum of 16 memory locations for message storage.

### B. Alphanumeric Pagers

Once paged, alphanumeric pagers shall display the received alphanumeric information on the pager's liquid crystal display (LCD). The pager shall have a minimum display capacity of 20 alphanumeric characters and the ability to receive, store, and display (through scrolling, if necessary) a text message of up to 250 ASCII characters. The pager shall provide a minimum of 16 memory locations for message storage.

2. Describe in detail any future enhancements planned for your paging network, or overall paging functionality. If any changes are planned, will they be part of this Agreement? Yes \_\_\_\_\_ No \_\_\_\_\_

### 2.18 Paging General Requirements

1. Describe any future price reductions during the term of this agreement.
2. At the request of the Airport, Proposer will provide audit services to address all billing discrepancies.
3. What is included in your billing/documentation that you will make available to SFO each month?

### 2.19 Paging Service Costs

Current Service Expenditure = \$40,000.00 per FY

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges

### 2.20 High Availability Satellite Services for WAN Access

### 2.21 High Availability Satellite Requirement

The Proposer will provide to SFO a fully managed, "bandwidth on demand" Satellite network in the event a catastrophic failure compromises the SFO voice and data network. The managed network will support variable bandwidth needs, along with the flexibility of usage based pricing. The fully automated system will reserve bandwidth to support applications such as voice, video, and data that are used in airport operations.

### 2.22 High Availability Satellite Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the Account Manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the Service Contact in the San Francisco area? Provide the person's business phone number and address.

## SFO Airport Telecommunication Services RFP

3. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
4. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
5. Describe the content, formats and electronic media of all required reports and bills.

### **2.23 High Availability Satellite Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture
3. How much "on-demand" satellite bandwidth is being proposed as part of this agreement.?
4. What additional or enhanced services do you provide which have not been described in this RFP?
5. Will this service be contracted? If contracted, provide a detailed description of the contractor's capabilities.
6. Will your system/service interface with the digital interface cards for the Avaya PBX without any additional cost? If not, state what equipment will be necessary and all associated cost.
7. How are you connected to the Local Exchange Carrier (LEC)?
8. If a disaster were to occur on or near SFO that compromised terrestrial voice and data network connectivity, what assurances has the Proposer included in their proposal that guarantees the bandwidth that will be necessary to resume voice and data operations at SFO?
9. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
10. Describe in detail what environmental conditions might affect satellite functionality (i.e. cloud cover, rain, smoke). If affected, what service level that can be expected from the satellite?

### **2.24 High Availability WAN Satellite General Requirements**

In the event of a catastrophic event to our serving central office (San Bruno today, with the anticipated addition of a second serving central office, Colma, by 1Q2008) becomes unavailable, the Airport desires to have a satellite connection to quickly re-establish connections to wide area facilities (Internet, PSTN and WAN data).

1. Describe any future price reductions during the term of this agreement.

## SFO Airport Telecommunication Services RFP

2. At the request of the Airport, the Proposer will provide audit services to address all billing discrepancies.
3. What is included in your billing/documentation that you will make available to SFO each month?

### 2.25 High Availability Satellite Service Costs

1. Describe in detail the pricing plan(s) that would be made available to SFO. Include any taxes, and any other applicable charges.

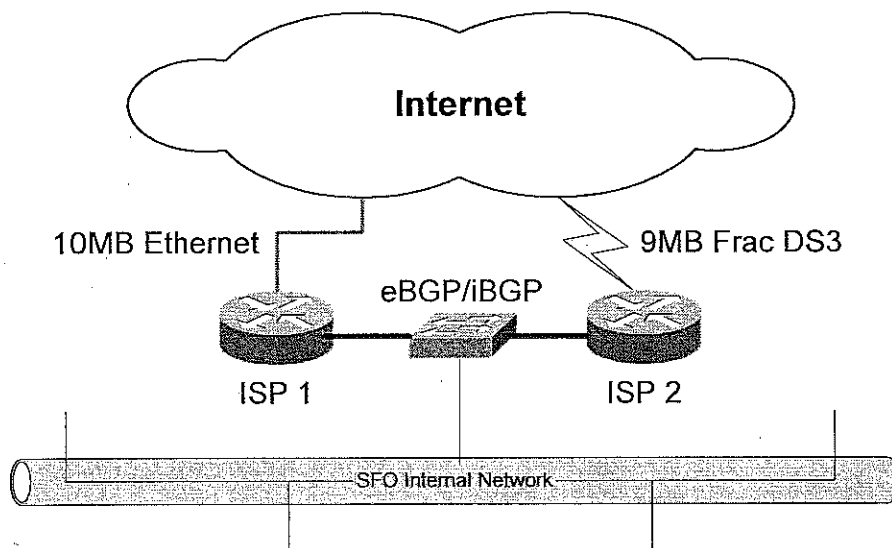
### 2.26 Internet Services Provider (ISP)

The Airport utilizes two Tier 1 ISPs and run the BGP protocol to provide carrier redundancy. Currently, two Cisco Routers are used to peer with each ISP at connection speeds of 9MB Fractional DS3 and 10MB Optical Ethernet and is receiving partial routes distribution from both upstream providers. The Airport owns its own ARIN-assigned public routable IP Space and is advertising it over both providers.

### 2.27 Internet Services Provider Requirement

Proposer shall provide the Airport with the following Internet Services:

- A. Internet connectivity utilizing traditional modem dial-up, DSL, and Cable Modem Broadband service to dedicated T1/T3, OC-12, OC-48, Satellite Access and above
- B. Web Hosting, eCommerce, Collocation Services, and Web Site Disaster Recovery capabilities
- C. Email/Webmail, SPAM Filtering, Intrusion Prevention Services, FTP, and other standard and advanced Internet Tools
- D. Ability to offer Wireless ISP Services (WISP)



### 2.28 Internet Services Provider Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.



SFO Airport Telecommunication Services RFP

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address?
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What steps will be taken during installation to ensure a smooth transition to your service?
7. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
8. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to Internet Services for SFO and its Tenants.

**2.29 Internet Services Provider Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture.
3. What additional or enhanced services do you provide which have not been described in this RFP?

**2.30 Internet Services Provider General Requirements**

1. Describe any future price reductions during the term of this agreement.
2. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_ No \_\_\_

If no, why? \_\_\_\_\_

**2.31 Internet Services Provider Service Costs**

## SFO Airport Telecommunication Services RFP

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### 2.32 Network Security Services

The Airport utilizes a variety of vendors and tools throughout the Enterprise that makeup the overall security posture. These are some of the security solutions that are implemented at SFO.

- A. Cisco IDS/IPS Appliances (4215, 4235)
- B. Cisco Security Agent (Host Based)
- C. Cisco Access Control Server Appliance
- D. Symantec Anti-Virus
- E. Microsoft WSUS for Patch Management
- F. Brightmail & Ironport for Anti-Spam

### 2.33 Network Security Services Requirement

Proposer shall provide SFO with the following Network Security Services:

- A. Network based IDS/IPS Design, Installation, Maintenance, and Training
- B. Host Based IDS/IPS Design, Installation, Maintenance, and Training
- C. Security threat mitigation and preparedness
- D. Security Audits; Internal and External Assessments
- E. Patch Management, Change Control, Process Control
- F. IT Security Consulting Services at various levels
- G. Various Security Reports such as Internet Security, Vulnerability Assessment, and Customized Reports

### 2.34 Network Security Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address?
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. What steps will be taken during installation to ensure a smooth transition to your service?
5. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.

### 2.35 Network Security Technical Capabilities

## SFO Airport Telecommunication Services RFP

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your experience in Network Security citing specific examples.
3. Provide a list of past customers that can provide references.
4. What additional or enhanced services do you provide which have not been described in this RFP?
5. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.

### **2.36 Network Security General Requirements**

1. Describe any future price reductions during the term of this agreement.
2. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, why? \_\_\_\_\_

### **2.37 Network Security Service Costs**

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### **2.38 Telecommunication Consulting / Professional Services**

Requirements: Proposer shall provide the following consulting services:

- A. Ability to provide professional services on an as needed basis. Professional service(s) is defined as occasional technical functions, and consulting services performed by independent contractors and consultants whose occupation is the rendering of such services
- B. Professional Consulting Services in guided wire, wireless, voice, video, data, and VoIP Technologies and Services
- C. Aside from Professional Services, must have the ability to provide product, whether it be hardware and/or software for a particular solution
- D. Ability to provide seasoned subject matter experts on various IT Disciplines and the needed Training required to maintain and support any relevant Technologies Implemented

### **2.39 Telecommunication Consulting / Professional Services Local Maintenance and Service**

## SFO Airport Telecommunication Services RFP

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?

Who is the service contact in the San Francisco area? Provide the person's business phone number and address?

### **2.40 Telecommunication Consulting / Professional Services Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Describe in detail your experience in this area citing specific examples.
2. Provide a list of past customers that can provide references.
3. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
4. What additional or enhanced services do you provide which have not been described in this RFP?

### **2.41 Telecommunication Consulting / Professional Services General Requirements**

1. Describe any future price reductions during the term of this agreement.

### **2.42 Telecommunication Consulting / Professional Services Service Costs**

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### **2.43 Wireless Services**

Wireless Services will be defined as movement of information through unguided, licensed or unlicensed frequencies.

### **2.44 Wireless Services Requirement**

Please describe your product/service offerings in the following areas:

- A. RF Based 802.11 Standard Network Technologies (Wi-Fi)
- B. RF Based 802.16 Standard Network Technologies (WiMax)
- C. Digital Radio Technology used for Public & Life Safety
- D. GPS aspects of any of your product services
- E. RFID Technology Services

## SFO Airport Telecommunication Services RFP

- F. Infrared Services (only if airport customer references of an existing implementation can be provided)
- G. Microwave Services (only if airport customer references of an existing implementation can be provided)
- H. Distributed Antennae System - DAS (Design, Implementation, Operation Management)
- I. Complete Wireless Technology Deployment which includes Project Management, Design, Installation, Maintenance, and Training
- J. Ability to provide Wireless RF Spectrum Surveys and Audits as well as detailed coverage maps and various reports on an ongoing and reoccurring basis
- K. Ability to provide and implement the latest Security features in Wireless Technology
- L. Ability to Manage, Support and proactively monitor a Wireless System for break-fix situations, configuration, billing, and/or performance improvements
- M. Ability to operate within 802.11 Wi-Fi FAT or THIN AP Architectures, and protect investments by insuring appropriate upgrade capabilities to supported hardware or software

### 2.45 Wireless Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address?
3. What steps will be taken during installation to ensure a smooth transition to your service?
4. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.

### 2.46 Wireless Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture
3. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
4. Provide a list of past customers that can provide references.
5. What additional or enhanced services do you provide which have not been described in this RFP?

**2.47 Wireless General Requirements**

1. Describe any future price reductions during the term of this agreement.
2. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes  No

If no, why? \_\_\_\_\_

**2.48 Wireless Service Costs**

Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

**2.49 MPOE / WAN Services**

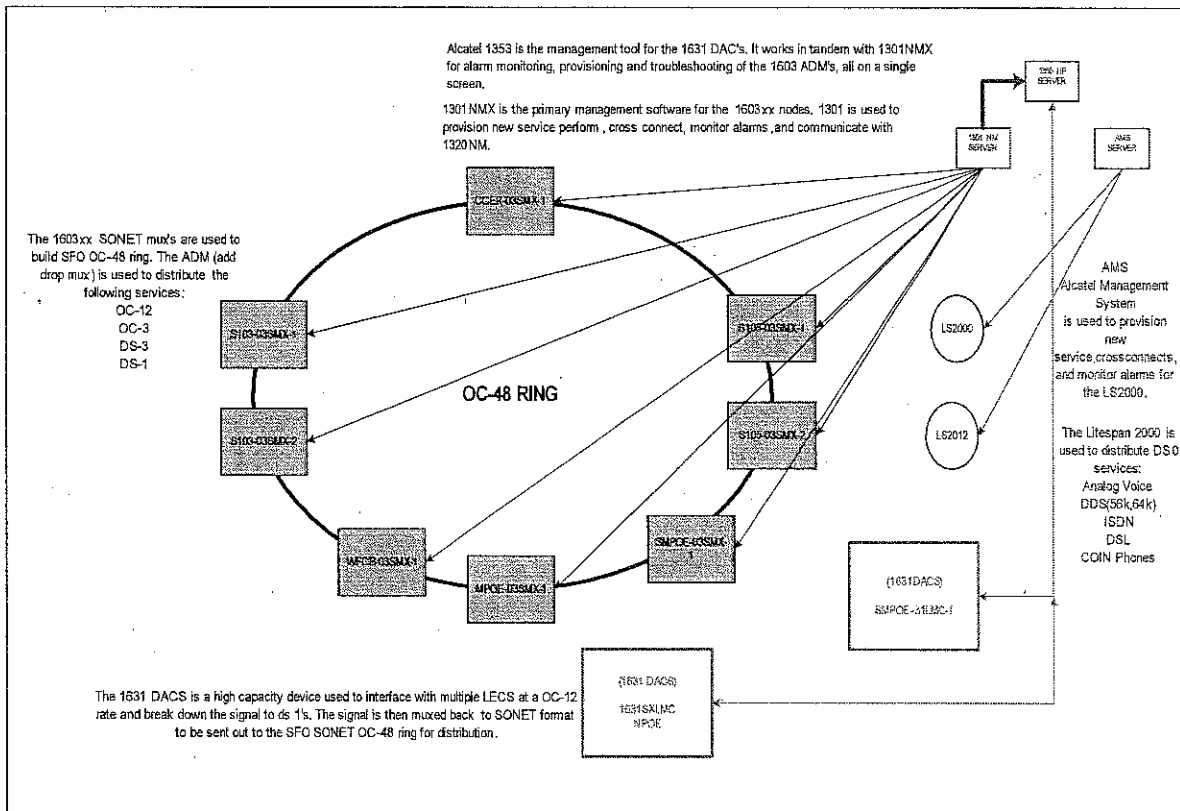
The Telecommunication infrastructure is a critical component of the Airport's operation that needs to be fully redundant and fault tolerant. By having two physically separate MPOE and two separate service providers present in each location, the Airport safeguards itself from any possible disasters such as fires, earthquakes, terrorist attacks, and/or plane crashes.

San Francisco International Airport has two main points of entry (MPOE) where telecommunication service providers deliver and terminate their circuits. This is the demarcation point where SFO can accept telecommunication services and control access into the Airport. The two locations, which are NMPOE and SMPOE, provide redundancy by eliminating a facility from being a single point of failure. In addition, SFO utilizes two different service providers, AT&T and Legacy ATT/LNS, which provide an extra level of redundancy and fault tolerance.

Currently, both AT&T and ATT/LNS have an OC-12 Ring that terminates into NMPOE. SFO utilizes that bandwidth to provide Telco services to the Airlines, Tenants, Commission, and Concessions over the Airport's OC-48 SONET Ring. These services consist of OC-12, OC-3, DS3, DS1, and DS0, which include POTS and Coin Phones. AT&T is currently has second OC-12 into SMPOE, which will provide SFO an even higher level of redundancy by having AT&T presence in two different MPOEs. Should one MPOE ever become inoperable, SFO can continue to provide service through the alternate location. By having the redundancy at the MPOE Level, SFO recovery time goes from weeks and/or months, to just a few hours.

The SONET Network is comprised of Alcatel Add Drop Multiplexers (ADM) and Digital Loop Carriers (DLC) installed as transport network elements on an intra-campus OC-48 SONET Ring. The SONET Ring transports AT&T and Legacy ATT/LNS service to multiple SONET nodes in the Airport campus. The SONET Ring is set up in a UPSR configuration to provide path redundancy in the event of a fiber cable failure. The OC-48 Ring is currently using only half the bandwidth capacity to transport TDM service to the San Francisco Airport. The SONET infrastructure is reliable, stable and does not approach the OC48 bandwidth capacity in its current configuration.

## SFO Airport Telecommunication Services RFP



### 2.50 MPOE / WAN Services Requirements

Proposer shall provide SFO with Wide Area Network Services that include but are not limited to connecting to remote locations, the Internet, or any other network that will require a WAN facility. The WAN Technology must have the capability to use various protocols such as Frame-Relay, ATM, MPLS, etc. The Proposer will also need to provide 24 x 7 monitoring service between SFO and the LEC.

Proposer will also have the capability to Engineer, Furnish and Install(EF&I) SONET as well as Optical Equipment, including Fiber Optic and Copper feeder cables.

Proposer shall provide the following WAN services:

- Install, provide and maintain Wide Area Services to the Airport Commission Telecommunications System.
- The required services to be provided to SFO are to include, at the minimum, but not exclusive to:
  - A. OC-xxx SONET Services
  - B. OC-48 SONET Service
  - C. OC-12 SONET Service
  - D. OC-3 SONET Service
  - E. DS3 service
  - F. DS1 service
  - G. DS0 service
  - H. Optical MAN Service
  - I. Standard WAN Service

It is assumed that any other vendor provided services, not listed, is also included.

**2.51 MPOE / WAN Services Local Maintenance and Service**

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address.
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What steps will be taken during installation to ensure a smooth transition to your service, include number portability, cutover, etc.?
7. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted, provide a detailed description of the contractor's capabilities.
8. Describe the content, formats and electronic media of all required reports and bills.
9. Is your proposal for local service based on flat rate charges? Yes \_\_\_ No \_\_\_
10. Is your proposal for local service based on measured service? Yes \_\_\_ No \_\_\_
11. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to dial tone for SFO and its Tenants.

**2.52 MPOE / WAN Services Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture
3. Describe in detail your WAN network. Will this network be made available to SFO as part of this agreement? Yes \_\_\_ No \_\_\_
4. What additional or enhanced services do you provide which have not been described in this RFP?



SFO Airport Telecommunication Services RFP

5. How are you connected to the Local Exchange Carrier (LEC)?
6. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
7. Describe in detail your WAN Network. Also, provide a network map of the WAN Network.
8. Describe any outside plant cable& Fiber Optic Network, including inventory management, discovery, or audit services you provide. How would such services be billed?
9. Describe any outside plant cable installation services you provide. Service should include, but not excluded to, trenching, conduit installation and cable termination. How would such services be billed?
10. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
11. What additional or enhanced services do you provide which have not been described in this RFP?
12. Describe any additional features that would be made available to SFO.

**2.53 MPOE / WAN Services Costs**

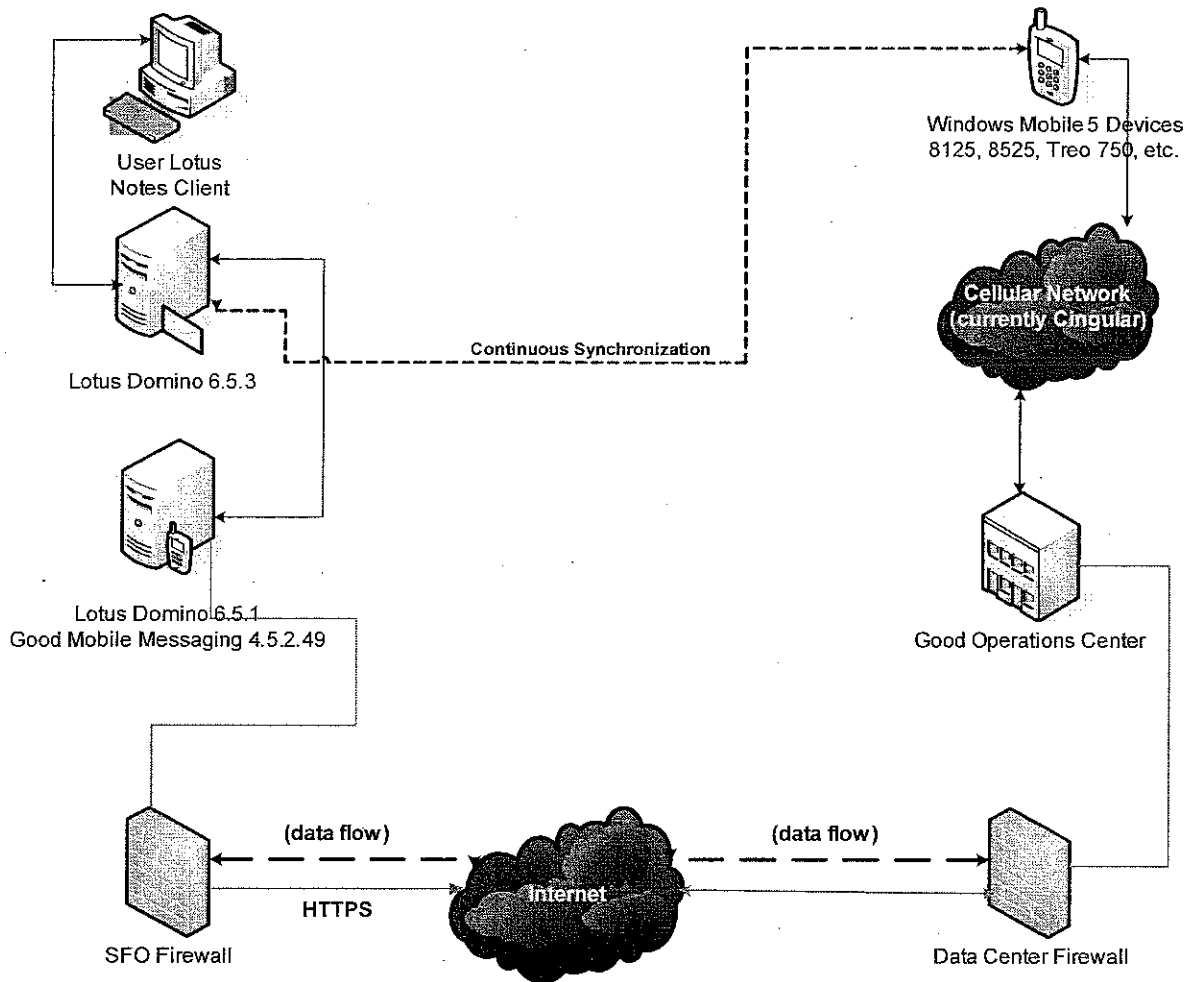
Pricing scheduled requested below must be completed in its entirety in order for SFO to accurately evaluate the services offered. All pricing shall be valid throughout the term of the Agreement. Service information should include the composite cost per minute for each type of service. Specify all fixed costs and fees (one time and recurring).

1. What is your complete cost, including taxes the following basic services:

<u>Installed Monthly Service</u>	<u>PRICE</u>
A. OC-192	_____
B. OC-48	_____
C. 10 mbps Optical MAN Service	_____
D. OC-3	_____
E. DS3	_____
F. DS1	_____
G. DDS 56K	_____
H. DDS9.6K	_____
I. ISDN	_____
J. RADIO Circuit	_____
K. Universal 4Wire Circuit	_____
L. Universal 2Wire Service	_____
M. POTS	_____

**2.54 Mobility**

SFO currently uses IBM Lotus Notes to provide email, calendaring, and application services to approximately 1600 customers. Mobile messaging is provided by Good Technology to approximately 30 customers. The Good Messaging Server software provides automatic synchronization of email, calendar, contacts, journal entries, and to-do entries between the customer's Lotus Notes account and handheld device. The Good Messaging server monitors the customer's mail database and forwards all account activity to the customer's handheld via the Operations Center and wireless network. SFO currently supports Windows Mobile devices provided by Cingular.



The Proposer shall be responsible for providing the ability for a customer to connect to SFO resources using current and future Wireless Technologies. While the current standard is Windows Mobile 5 (WM5), the proposer must have the ability to support others platforms. Such technologies are required to, but not limited to, synchronize SFO's messaging with Smart Phones, PDA's, cell phones, and wireless laptops, and provide wireless access to Airport data and applications. The solution chosen must meet SFO's need for highly available and easily manageable with end to end security.

The Proposer must:

1. Describe how it will support and maintain SFO's current mobility environment.

## SFO Airport Telecommunication Services RFP

2. Describe what future enhancements and technologies SFO might be able to take advantage of.
3. Describe how it plans to meet SFO's requirements for high available and secure.

The Proposer shall be responsible for providing the ability to connect to Airport resources using current and future Wireless Technologies. Such technologies are required to, but not limited to, synchronizing the Airport's messaging with Smart Phones, PDA's, cellular phones, and wireless laptops, and providing wireless access to Airport data and applications. The solution chosen must meet the Airport's standard for highly availability and security.

### 2.55 Media Content (aka CATV)

The Airport wishes to enable broader distribution of media content to Airport tenants (airlines, concessionaires, Federal agencies, etc.) and to the individual traveling passenger. To do so, media content (also known as CATV) needs to be distributed over the IP network in addition to the traditional coaxial cable. The IP (internet protocol of TCP/IP) will be media independent (including but not limited to fiber, copper and wireless (802.11, cellular, etc. technologies).

It is not expected that the content will be distributed for free/at no cost. However, it is required that the successful proposal enable content to be carried over an IP infrastructure of any type with associated fees that reasonable and within the charges appropriate for the local market. This distribution will be to Commission staff, Airport tenants, traveling passengers and the general public. Further, it is expected that the successful bidder be aggressive their ability to be innovative and work with the Airport's ITT organization and other 3<sup>rd</sup> party vendors to monetize media content within the Airport campus.

1. Describe your current content offerings
  - a. Video
    - i. TV
    - ii. Movies
  - b. Music
  - c. Games
  - d. Other
2. Are they being distributed now over an TCP/IP infrastructure? If so, please briefly describe how, where and the rate structure.
3. What DRM or equivalent technology are you using to ensure payment for content delivered?

### 2.56 Provisioning Reporting System Replacement Project

The Airport's ITT organization "home brewed" an ad hoc system seven years ago to deal with the advent of becoming a service provider to our tenants. SFO ITT provides Internet access, phone service, conference calling services and a number of other items to our tenants. To manage this a number of discrete databases and systems have been devised that now need to be integrated into a more coherent and streamlined system. The successful bidder, working with Airport ITT, will be able to provide a turn-key solution to replace the existing environment that supports the tracking and provisioning of network services to Commission tenants and the traveling public. This is a requirement of the RFP.

There are four Main components of the existing provisioning system:

1. Cable Management System (CMS)

Cable Management System (CMS) is a system, which is used to document the copper and fiber cable infrastructure on the Airport campus.

## SFO Airport Telecommunication Services RFP

Every cable is assigned a unique designator. This name identifies the Media (Fiber or Copper), Cable Size, Type of Fiber, Source Room, Destination Room and Cable Number. All Special System Rooms (SSR), Tenant Wiring Closets (TWC) and Manholes (MH) are also given a unique designator. This information is stored in CMS, and all changes are entered manually.

The following information is recorded in CMS:

- Circuit ID
- Outlet (Station #)
- Port (Litespan, Definity or Cisco Switch),
- Extension
- Effective Date
- Assigned To
- Cable and Pairs used (Fiber or Copper)
- Comments

CMS also generates a Cable-Master Assignment Route Report. This report is given to the ITT technicians and used as a route map to extend service tenants over the Airport infrastructure. The information stored in CMS also serves as a rudimentary bandwidth manager for the fiber and copper infrastructure. Queries can be run on SSR's and TWC's, to determine what cables are terminated in them, what pairs are assigned, and to whom they are assigned, and to determine how many pairs are still available. The cable information can be displayed in a text, or VISIO-like format.

### 2. Shared Tenant Services (STS), Lines and Circuit Database (aka Paradox)

Paradox Database Version 9 is used by ITT Telecom to keep track of all Commission Lines and Circuits (T1's, DS1, etc). Paradox also documents all STS (Shared Tenant Service) lines, PIA (Private Internet Access) and LRE (Long Reach Ethernet) circuits. It is used to store all cross-connect points for lines and circuits.

As part of the installation process, the field technician documents all pertinent information regarding a circuit. The circuit information is then entered into the Paradox Database when the service ticket is closed out at the end of the day.

The following circuit information is recorded in Paradox.

- Circuit Number
- Department
- Building
- Floor
- Last Name
- First Name
- Location
- Location Code -- could eliminate this field
- Main Billing Number
- BAN #
- Hardware (type of set or jack, etc)

SFO Airport Telecommunication Services RFP

- Port
- Cable
- Pair

Reports and Queries can be taken from the following fields:

- Department Table
- Line Inventory Report
- Line Query Form

3. PROS – (Project Reporting Operating System)

SFO PROS is a SFO ITT application. This system is used to identify SFO ITT services provided to commission and tenant entities within San Francisco International Airport. These services included all ACIC (Airport Communication Infrastructure Charge) and STS (Shared Tenant Services) offerings including CCTV, CATV, MUSE equipment, telephony, and data circuits. The LOTUS Notes ACIC billing system queries PROS monthly for active service inventory in order to construct the ACIC billing for tenants that provides ITT revenue.

The PROS system generates the SFO circuit number that is used to identify the infrastructure within SFO. It is also used to store start and end points of these circuits as a back-up to CMS and Paradox. SONET circuit information, IP addressing, and PBX port numbers are also kept in PROS. PROS is used consistently to provide ACIC bill details to tenants at their request. ITS Remedy ticket numbers that hold historical information on each installation are also retained within PROS as is general tenant contact and billing information.

4. Bandwidth Management Tools

**SONET OC-48 Map**

The SONET OC48 spreadsheet is used to track each DS1 that passes thru the Airports private OC-48 SONET Ring. The spreadsheet documents all the digital cross connects provisioned on the SONET equipment that were necessary to extend the service. This is similar to A-Z tracking.

**Global Cross Connection Map**

The Global Cross Connection spreadsheet provides circuit documentation to track sub-rate services (POTS, ISDN, 56k) through multiple SONET equipment. The Global map differs from the OC-48 Map, because it must provide a greater amount of detail as each DS1 is channelized in order to carry service.

The following table outlines the major specifications of each of these four components.

	1	2	3	4
<b>Component</b>	<b>Cable Management System (CMS)</b>	<b>STS, Lines and Circuits (Paradox)</b>	<b>Project Reporting Operating System (PROS)</b>	<b>Bandwidth Management Tools</b>
<b>Vendor</b>	Veramark	Corel	Microsoft	Microsoft

SFO Airport Telecommunication Services RFP

Platform	WinNT	Win2K	WinNT	Excel
Version	8.0.1	9.0	MS Access 3.05XP	2003
Clients	5	5	15	20
Database Size	4GB	2MB	30MB	4MB
Records	6,000	7,000	6,000	8,000

1. Please describe your approach to providing a replacement for this existing ad hoc provisioning system at SFO.
2. Please describe what inherent expertise you have as a vendor that makes your proposal to this specific problem superior to any other.
3. Please describe the business model on which the solution will be based and purchased by SFO.

**2.57 Telecommuting –Disaster Service Worker Support**

The Airport has a number of employees that require remote access on an occasional and regular basis. In addition, during a prolonged emergency (Bird Flu Pandemic), all employees can be designated by the Mayor of San Francisco as Disaster Service Workers (DSW). To support the economical use of telecommuting for Airport employees, please provide your discounted high speed (at a minimum DSL or higher) access rates for use by Airport-designated employees for “*airport business only*” use. This list is not expected to exceed 300 Airport employees during the term of the contract.

Please describe the offering and discount proposed:

Offering	Bandwidth Description	Street Price	Discount to SFO
----------	-----------------------	--------------	-----------------

- 1.
- 2.

**2.58 Future Services**

Telecommunications is a highly dynamic industry. Products and services come and go quickly. The Airport anticipates that services will become available after any contract is negotiated because of this RFP. As a result, the winning bidder will contractually be obligated to provide new, as-yet unnamed products and services to the Airport for a mutually agreed to price. To assist in the analysis of future services, the Proposer may use this section to describe their product roadmap(s) for future products and services. Should a non-disclosure form be required, please see the Appendix of this RFP.

**3. SUBMISSION REQUIREMENTS**

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

Proposals must be **received by 5:30 PM, on August 27, 2007**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or sent via US Mail to the following address:

By express service or hand delivered to:

John Payne  
 Information Technology & Telecommunications  
 Terminal 2, Room 355 (3<sup>rd</sup> Floor)

SFO Airport Telecommunication Services RFP

San Francisco International Airport  
San Francisco, CA 94128  
Ph: 650-821-4316  
Fax: 650-821-4329

Or, by US Mail to:

John Payne  
Information Technology & Telecommunications  
San Francisco International Airport  
PO Box 8097  
San Francisco, CA 94128

Proposers shall submit one (1) compact disk (CD) with index containing the proposal, one (1) original and four (4) hard copies of the proposal clearly marked "**Telecommunication Services**" to the above location.

Submit one (1) copy of the required HRC forms with your proposal. Please submit the forms in a separate, sealed envelope addressed to:

Preston Tom  
Human Rights Commission  
San Francisco International Airport  
P.O. Box 8097  
San Francisco, CA 94128  
650-821-7796

Proposals that are submitted by fax or electronic mail will not be accepted. Late submissions will not be considered.

**B. Format and Content of Proposals / Responses**

Firms interested in responding to this RFP must submit the following information, in the order specified below. Proposals that do not follow the specified format outlined below or which fail to include all required documentation, may be deemed non-responsive and may result in rejection of the proposal. While, a Proposer can submit as a prime with one or more subcontractors to fulfill the RFP requirements, the Proposer may subcontract up to only sixty percent (60%) of the Telecommunication Services. If the Proposer is not using his or her own employees to deliver a service or product, this must be identified in the response. All sub-contractors must be identified with the service / product they are delivering.

**1. Introduction and Executive Summary (up to 3 pages)**

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

**2. Proposed Services (up to 10 pages)**

The Proposer must provide a detailed description of the proposed services.

- a. Overall scope of services;

## SFO Airport Telecommunication Services RFP

- b. Training plan if necessary (if possible, Proposer should include an electronic sample of their training materials on the submittal CD)

### 3. Questions & Answers

- a. Cut and Paste the Questions and Format from Section 2 (Scope of Work). Be concise and to the point.

### 4. Firm Qualifications (up to 7 pages)

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

- a. Name, address, and telephone number of Proposer's primary RFP contact person;
- b. A brief description of Proposer's company, as well as how any joint venture or association would be structured; and
- c. A description of not more than four customers similar in size, and type, including, but not limited to airports, municipalities serviced by your firm. Include client name, reference and telephone numbers. Descriptions should be limited to one page for each project. If joint consultants or subcontractors are proposed, provide the above information for each.

### 5. References (up to 4 pages)

Provide a minimum of (3) references for the Proposer, lead project manager, and all subcontractors, including the name, address and telephone number of three or more recent clients (preferably other airports similar in size). Provide a minimum of (3) reference of completed projects, similar to the Scope of Work; including adherence to schedules, deadlines and budgets.

### Attachment A – System Reports (up to “as needed” pages)

The Proposer is to provide on CD a list of all standard system reports along with a brief description of each and is to provide selected generic examples of both detail and summary level reports of categories listed in the Scope of Work section. In addition, the Proposer should provide documentation (Database Model, File Layout, WSDL, etc.) of the system's business data and upon implementation, provide a mechanism for SFO ITT to extract or export the key business data out of the system, to enable future report generation needs of the commission. The default reports that come with the system do not replace this requirement.

Any changes to the report formats cannot occur without 60 days prior written notification to the Airport.

### 4. Evaluation and Selection Criteria

#### A. Minimum Qualifications



## SFO Airport Telecommunication Services RFP

Proposers must have a minimum of five (5) years recent experience delivering Telecommunication Services similar to those described within the Scope of Work. Sub-contractors must have a minimum of three (3) years recent experience delivering the Telecommunication Service similar to those described within the Scope of Work. A Proposer can submit as a prime with one or more subcontractors to fulfill the RFP requirements, but the Proposer may only subcontract up to sixty percent (60%) of the Telecommunication Services.

Proposers may be newly formed entities (e.g. limited liability companies, joint ventures, corporations) provided that the Airport is satisfied that the Proposer is qualified such that the corporation or other legal entity that is the Proposer of its managing members (e.g. LLC members, joint venture partners, corporation shareholders) meet the qualifications stated above.

Any proposal that does not demonstrate that the Proposer meets this minimum requirement by the proposal submittal deadline will be considered non-responsive and will not be considered for evaluation by the selection committee.

### **B. Evaluation and Selection Criteria**

The proposals will be evaluated by a selection committee comprised of SFO employees with expertise in telecommunications and information technology (Selection Panel). The Airport intends to evaluate the proposals in accordance with the criteria itemized below. Up to three (3) of the Proposers receiving the highest scores from the Selection Panel may be invited to an oral interview. The Airport retains the absolute discretion in deciding whether or not to conduct an oral interview. The Selection Panel will recommend to the Airport Commission the Proposer receiving the highest overall score and determined to be the highest responsive and responsible Proposer.

- 1. Service Delivery, Support and Cost (60 points)**
  - a. Understanding of the Scope Of Work, and the tasks contained therein;
  - b. Technical capability to deliver services as described in Scope of Work;
  - c. Local Maintenance and Support of services as described in Scope Of Work;
  - d. Service Costs of services as described in Scope of Work.
  
- 2. Experience and Qualifications of Proposer (30 points)**
  - a. Expertise of the Proposer and subcontractors in the fields necessary to provide the services;
  - b. Quality of completed projects;
  - c. Experience with similar projects;
  - d. Professional qualifications and education;
  - e. Workload, staff assignment, availability and accessibility.
  
- 3. References (10 points)**
  - a. Results of reference checks.

SFO Airport Telecommunication Services RFP

**4. Oral Interview (25 points)**

Following the evaluation of the written proposals, up to three (3) Proposers receiving the highest scores may be invited to describe and demonstrate its Telecommunication Services. The interview will consist of standard questions asked of each of the three (3) Proposers.

**5. RFP PROCESS**

**A. Pre-Proposal Conference**

Proposers are encouraged to attend, in person, a pre-proposal conference on **June 20, 2007 at 2:30PM**, to be held at **San Francisco International Airport, Terminal 2, 4<sup>th</sup> Floor Conference Room**. **Teleconference services will not be provided**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section 6.B.

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the Airport Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after **August 22, 2007**.

**B. Schedule**

The anticipated schedule for selecting the Proposer is shown below:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	June 8, 2007
Pre-proposal conference	June 20, 2007
Proposals submittal deadline	August 27, 2007
Presentations by Proposers selected for demonstrations	(TBD, At the Airport's Option)
SFO Selection	Week of September 24, 2007

**C. Contract Term**

The term of the anticipated agreement will be five (5) years. The Commission will have two options to extend the term by one year, exercisable by the Commission in its sole and absolute discretion.

**D. Contract Award**

## SFO Airport Telecommunication Services RFP

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

Other departments of the City and County of San Francisco may utilize the results of this RFP to make awards, subject to available funding, for similar projects, for a period not to exceed five years from the certification date of the first contract resulting from the RFP.

### **6. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

#### **A. Errors and Omissions in RFP**

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

#### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP, notice of errors or omissions, objections to RFP terms, and all notifications of an intent to request written modification or clarification of the RFP, must be directed via email to:

[TELECOM.RFP@flysfo.com](mailto:TELECOM.RFP@flysfo.com)

The Airport will provide a best effort to post all answers and responses on the Web Site within three (3) business days.

#### **C. Objections to RFP Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the Airport Commission setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

#### **D. Addenda to RFP**

The Commission may modify the RFP, before the proposal submittal deadline, by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each Proposer listed with the Commission as having received a copy of the RFP for proposal purposes. The Commission will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Commission prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer call the Commission before submitting its proposal to determine if the Proposer has received all addenda.

**E. Term of Proposal**

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

**F. Revision of Proposal**

A Proposer may revise a proposal on the Proposer's own initiative at any time before the proposals submittal. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the submittal deadline.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the submittal deadline for any Proposer.

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

**G. Errors and Omissions in Proposal**

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

**H. Financial Responsibility**

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

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

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

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

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

## SFO Airport Telecommunication Services RFP

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

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

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

- a) Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- b) Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- c) Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

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

### **J. Sunshine Ordinance**

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

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

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

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

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

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

### **M. No Waiver**

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

### **N. Local Disadvantaged Business Enterprise Goals**

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

1. Chapter 14B. Requirements
  - a. **LBE Subconsultant Participation Goals - Not Applicable – waiver granted by HRC Director**
  - b. **LBE Participation and Rating Discounts**

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any proposers who are certified by HRC as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling HRC at (415) 252-2500. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- (1) A 10% discount to an LBE; or a joint venture between or among LBEs; or
- (2) A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- (3) A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- (4) A 10% discount to a certified non-profit entity.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

**c. HRC Forms to be Submitted with Proposal**

- (1) All proposals submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: , 1) HRC Non-Discrimination Affidavit, Form 3; 2) HRC Joint Venture Form 4 (if applicable), and 3) HRC Employment Form 5. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.
- (2) Please submit only one copy of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled HRC Forms to the attention of:

San Francisco Human Rights Commission  
Preston Tom, Contract Compliance Officer

If you have any questions concerning the HRC Forms, you may call Preston Tom, the Human Rights Commission, Contract Compliance Officer for the Airport Commission at (650) 821-7796 or via email at [Preston.Tom@flysfo.com](mailto:Preston.Tom@flysfo.com).

**7. CONTRACT REQUIREMENTS**

**A. Standard Contract Provisions**

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

Proposers are urged to pay special attention to the requirements of the Minimum Compensation Ordinance (§43.0 in the Agreement), the Health Care Accountability Ordinance (§44 in the Agreement), and the First Source Hiring Program (§45 in the Agreement), as set forth in paragraphs B, C and D below.

**B. Minimum Compensation Ordinance (MCO)**

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

Note that the gross hourly compensation for covered employees for For-Profit entities is \$10.77 beginning January 1, 2005.

The MCO rate for non-profit corporations and government entities shall remain at \$9.00.

Additional information regarding the MCO is available on the web at <http://www.sfgov.org/oca/lwlh.htm>.

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

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

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

If the contract is for more than \$50,000, the successful Proposer will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in S.F. Administrative Code Chapter 83. Generally, this ordinance requires Proposers to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Proposers should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at [www.sfgov.org/moed/fsfp.htm](http://www.sfgov.org/moed/fsfp.htm).

### **E. Airport Intellectual Property**

Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All Proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

### **F. Labor Peace/Card Check Rule**

Without limiting the generality of other provisions herein requiring Proposer to comply with all Airport Rules, Proposer shall comply with the Airport's Labor Peace/Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace/Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace Card Check Rule, Proposer shall, among other actions: (a) Enter into a Labor Peace/Card Check Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his/her designee, within thirty (30) days after the Labor Peace/Card Check Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Proposer shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Director or his/her designee ("registered labor organization"), that Proposer is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Proposer shall provide notice to all registered labor organizations that Proposer is seeking to enter into such Subcontract; and (d) Proposer shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Proposer shall have violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him/her.

## **8. PROTEST PROCEDURES**



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

Within five (5) business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest to City. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**B. Protest of Contract Award**

Within five (5) business days of the City's issuance of a notice of intent to award the contract, any Proposer that has submitted a responsive proposal and believes that the City has incorrectly selected another Proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before five (5) business day after the City's issuance of the notice of intent to award.

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

**C. Delivery of Protests**

All protests must be received by the deadlines set forth in this Section 8. If a protest is mailed, the protestor bears the risk of non-delivery within the time frames specified herein. Protests should be received in writing via US mail or transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

By **express service**, or **hand delivered** to:

John Payne  
Information Technology & Telecommunications  
Terminal 2, Room 355 (3<sup>rd</sup> Floor)  
San Francisco International Airport  
San Francisco, CA 94128  
Ph: 650-821-4316  
Fax: 650-821-4329

Or, by **US Mail** to:

John Payne  
Information Technology & Telecommunications  
San Francisco International Airport  
P.O. Box 8097  
San Francisco, CA 94128

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**APPENDIX A  
HRC Forms**

Item	Form Name and Internet Location	Description	Return the Form to; For more information
1.	<p>Interim HRC Attachment 2 – Requirements for Professional Services Contracts</p> <p><i><a href="http://www.sfgov.org/site/uploadedfiles/sfhumanrights/db/HRC%20Attach%202%20AE%20PS%200107.doc">http://www.sfgov.org/site/uploadedfiles/sfhumanrights/db/HRC%20Attach%202%20AE%20PS%200107.doc</a></i></p>	<p>A. To be eligible for award of this contract, each Proposer must agree to comply with the following requirements authorized by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B (where applicable), and their implementing Rules and Regulations.</p> <p>B. Chapters 12B and 14B of the San Francisco Administrative Code and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any Proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing rules and regulations are available on the HRC website at <a href="http://www.sfhrc.org">www.sfhrc.org</a>.</p>	<p>Preston Tom Human Rights Commission San Francisco International Airport P.O. Box 8097 San Francisco, CA 94128 650-821-7796</p>

**APPENDIX B  
Standard Forms**

The requirements described in this Appendix are separate from those described in Appendix A.

Before the City can award any contract to a proposer, that proposer must file four standard City forms (items 1-4 on the chart). Because many proposers have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a proposer cannot get the documents off the Internet, the proposer should call (415) 554-6248 or e-mail Purchasing ([purchasing@sfgov.org](mailto:purchasing@sfgov.org)) and Purchasing will fax, mail or e-mail them to the proposer.

If a proposer has already filled out items 1-3 (See note under item 3.) on the chart, **the proposer should not do so again unless the proposer's answers have changed.** The Proposer should make an affirmative statement that the Controller has all or part of the forms. To find out whether these forms have been submitted, the proposer should call Purchasing at (415) 554-6702.

If a proposer would like to apply to be certified as a disadvantaged business enterprise, it must submit item 5. To find out about item 5 and certification, the proposer should call Human Rights Commission at (415) 252-2500.

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
1.	Request for Taxpayer Identification Number and Certification  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>  <a href="http://www.irs.gov/pub/irs-fill/fw9.pdf">http://www.irs.gov/pub/irs-fill/fw9.pdf</a>	W-9	The City needs the proposer's taxpayer ID number on this form. If a proposer has already done business with the City, this form is not necessary because the City already has the number.	Office of Contract Admin. Purchasing Division City Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6702
2.	Business Tax Declaration  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>	P-25	All proposers must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Office of Contract Admin. Purchasing Division City Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6718

Item	Form Name and Internet Location	Form Number	Description	Return the Form to: For more information
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a> - In Vendor Profile Application	HRC-12B-101	Proposers tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the proposer's answers on this form. <b>(Note: Contract-to-Contract Compliance status vendor must fill out this form each time contracting with the City.)</b>	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500
4.	DBE Ordinance Compliance Declaration: <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>	HRC Form 3	The City's Disadvantaged Business Enterprise Utilization Ordinance requires all proposers to sign this form, stating that they will abide by the Ordinance, Chapter 14A of the Administrative Code.	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500
5.	Disadvantaged Business Enterprise Application  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a> - In Vendor Profile Application	Schedule D	Disadvantage businesses complete this form to be certified by HRC as DBEs. Certified DBEs receive a bid discount pursuant to Chapter 14A when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500

#### Where the forms are on the Internet

##### Office of Contract Administration

Homepage: <http://www.sfgov.org/oca/>

Purchasing forms: <http://www.sfgov.org/oca/purchasing/forms.htm>

##### Human Rights Commission

Search for HRC forms under HRC Homepage: [http://www.sfgov.org/site/sfhumanrights\\_index.as](http://www.sfgov.org/site/sfhumanrights_index.as)

APPENDIX C

City and County of San Francisco  
Airport Commission  
P.O. Box 8097  
San Francisco, California 94128

Agreement between the City and County of San Francisco and

Contract No.

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007,, in the City and County of San Francisco, State of California, by and between: \_\_\_\_\_, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission**".

RECITALS

WHEREAS, Commission wishes to [insert short description of services required]; and,

WHEREAS, Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

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

WHEREAS, Commission awarded this contract to Contractor on \_\_\_\_\_, pursuant to Resolution No. \_\_\_\_\_; and

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

Now, THEREFORE, the parties agree as follows:

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If

funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

**2. Term of the Agreement**

Subject to Section 1, the term of this Agreement shall be from [insert beginning date] to [insert termination date].

**3. Effective Date of Agreement**

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

**4. Services Contractor Agrees to Perform**

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

**5. Compensation**

Compensation shall be made in monthly payments on or before the \_\_\_\_\_ day of each month for work, as set forth in Section 4 of this Agreement, that the Airport Director or designee, in his or her sole discretion, concludes has been performed as of the \_\_\_\_\_ day of the immediately preceding month. In no event shall the amount of this Agreement exceed \_\_\_\_\_. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by \_\_\_\_\_ as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments. The Controller is not authorized to pay invoices submitted by Contractor before Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

## **6. Guaranteed Maximum Costs**

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

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

## **7. Payment; Invoice Format**

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

## **8. Submitting False Claims; Monetary Penalties**

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

## **9. Taxes**

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

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

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

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

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

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

#### **10. Payment Does Not Imply Acceptance of Work**

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

#### **11. Qualified Personnel**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City’s reasonable requests regarding assignment of personnel, but all personnel, including those



assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

## **12. Responsibility for Equipment**

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

## **13. Independent Contractor; Payment of Taxes and Other Expenses**

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

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's

total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

**14. Insurance. (Please note, the Airport will provide the Contractor with the types and amounts of insurance required. The following is only an example.)**

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

**(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident; and**

**(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and**

**(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.**

**(4) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.**

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

**(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.**

**(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.**

c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverage's or cancellation of coverage's for any reason. Notices shall be sent to the following address:

**[insert name, address and title of department contact person ]**

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

g. Before commencing any operations under this Agreement, Contractor shall do the following: (a) furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverage's set forth above, and (b) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

[If the Contractor is going to use a subcontractor to perform the job under the Agreement, include the following language (Subsection i) in the Agreement.]

i. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

## 15. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if

the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**16. Incidental and Consequential Damages**

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

**17. Liability of City**

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

**18. Liquidated Damages**

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \_\_\_\_\_] per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by City.

**20. Default; Remedies**

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

- (1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.**

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

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

(4) A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (B) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (C) ordering the dissolution, winding-up or liquidation of Contractor.

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

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

## **20. Termination for Convenience**

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

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a

result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

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

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

- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.**
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.**
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.**
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or**

**credited to City, and any other appropriate credits to City against the cost of the services or other work.**

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

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

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

## **21. Rights and Duties Upon Termination or Expiration**

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

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

## **22. Conflict of Interest**

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

**23. Proprietary or Confidential Information of City**

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

**24. Notices to the Parties**

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

To City:           **[insert name or title of department contact person, name of department, mailing address, e-mail address and fax number]**

To Contractor: **[insert name of contractor, mailing address, e-mail address and fax number]**

Any notice of default must be sent by registered mail.

**26. Ownership of Results**

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

**27. Works for Hire**

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**28. Audit and Inspection of Records**

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement.



Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

## **28. Subcontracting**

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

## **29. Assignment**

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

## **30. Non-Waiver of Rights**

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

## **31. Earned Income Credit (EIC) Forms**

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently

pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

### **32. Local Business Enterprise Utilization; Liquidated Damages**

#### **a. The LBE Ordinance**

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

#### **b. Compliance and Enforcement**

##### **1. Enforcement**

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

[If the contract will involve the use of subcontracts, include subparagraphs 2., 3. and 4.:]

## 2. Subcontracting Goals

Not Applicable – waiver granted by San Francisco Human Rights Commission (HRC) Director.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

## 3. Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

## 4. Payment of Subcontractors

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

### 33. Nondiscrimination; Penalties

#### a. Contractor Shall Not Discriminate

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

#### b. Subcontracts

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

#### c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

#### d. Condition to Contract

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

#### e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each

calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**34. MacBride Principles—Northern Ireland**

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

**35. Tropical Hardwood and Virgin Redwood Ban**

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

**36. Drug-Free Workplace Policy**

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

**37. Resource Conservation**

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

**38. Compliance with Americans with Disabilities Act**

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

**39. Sunshine Ordinance**

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or

organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

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

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

#### **41. Limitations on Contributions**

Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

#### **42. Requiring Minimum Compensation for Covered Employees**

Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

a. For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Agreement, Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of \$10.77 an hour beginning January 1, 2005 and for the remainder of the term of this

Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of \$9 an hour for the term of this Agreement.

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

c. Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The City, acting through the Contracting Department, shall determine whether such a breach has occurred.

d. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

(1) The right to charge Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;

(2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to Contractor under this Agreement;

(3) The right to terminate this Agreement in whole or in part;

(4) In the event of a breach by Contractor of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and

(5) The right to bar Contractor from entering into future contracts with the City for three years.

Each of the rights provided in this Subsection (d) shall be exercisable individually or in combination with any other rights or remedies available to the City. Any amounts realized by the City pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

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

f. Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in

compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.

g. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO, including reports on subcontractors.

h. The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five (5) business days to respond.

i. The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.

j. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Contractor shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

k. Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue the following remedies in the event of a breach by Contractor of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Contractor of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against Contractor arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. Contractor also understands that the MCO provides that if Contractor prevails in any such action, Contractor may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's



action was frivolous, vexatious or otherwise an act of bad faith.

1. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **44. First Source Hiring Program**

a. Incorporation of Administrative Code Provisions by Reference

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

b. First Source Hiring Agreement.

(1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time;

(2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers;

(3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

c. Hiring Decisions.

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

d. Exceptions

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

e. Liquidated Damages

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

f. Subcontracts

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

**45. Prohibition on Political Activity with City Funds**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

#### **46. Preservative-treated Wood Containing Arsenic**

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

#### **47. Food Service Waste Reduction**

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Lease as though fully set forth. This provision is a material term of this Lease. By entering into this Lease, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Lease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

#### **48. Modification of Agreement**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. [Contractor shall cooperate with Department to submit to the Director of HRC any amendment,

modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

**49. Agreement Made in California; Venue**

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

**50. Construction**

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

**51. Entire Agreement**

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

**52. Compliance with Laws**

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

**53. Services Provided by Attorneys**

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

**54. Severability**

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

**55. Nondisclosure of Private Information**

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private

Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address; social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

## **56. Graffiti Removal**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked,

etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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

#### **57. Airport Intellectual Property**

Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

#### **58. Labor Peace / Card Check Rule**

Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace/Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No.00-0049 (the "Labor Peace/Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his/her designee, within thirty (30) days after the Labor Peace/Card Check Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Director or his/her designee ("registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor/Peace/Card Check Rule. If Airport Director determines that Contractor shall have violated the Labor/Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition exercising all other remedies available to him / her.

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

CITY  
AIRPORT COMMISSION  
CITY AND COUNTY OF  
SAN FRANCISCO

CONTRACTOR

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

By: \_\_\_\_\_  
John L. Martin, Airport Director

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

Attest:

\_\_\_\_\_  
Jean Caramatti, Secretary  
Airport Commission

\_\_\_\_\_  
Authorized Signature

Resolution No: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Adopted on: \_\_\_\_\_

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Company Name

Dennis J. Herrera  
City Attorney

**CITY VENDOR NUMBER**

By \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Federal Employer ID Number



## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (NDA) is entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Discloser") and the City and County of San Francisco, acting by and through its Airport Commission, a municipal corporation, a property owner with property located at the San Francisco International Airport ("Airport" or "Recipient").

The Parties agree as follows:

- 1. CONFIDENTIAL INFORMATION.** The Parties plan to discuss and exchange certain confidential information regarding \_\_\_\_\_ (the "Subject"). To facilitate discussions, meetings and the conduct of business between the Parties with respect to the Subject, it may be necessary for [Company Name] to disclose to the Airport certain technical, proprietary, or confidential material or material subject to applicable laws regarding secrecy of communications or trade secrets. The Parties intend that the furnishing of Confidential Information to the Airport will not render such information subject to public disclosure.

The Confidential Information furnished by [Company Name] consists of the following:

**[List documents, programs, software or other proprietary products or information that the Airport will not disclose. Note that confidential information CANNOT INCLUDE correspondence between the Airport and the vendor, any contract or written agreement with the vendor, or any bids, quotations or proposals from the vendor. Deliverables in the form of reports, specifications and designs may or may not qualify as confidential information. Consult with the City Attorney to determine the applicable scope of the nondisclosure commitment.]**

- 2. TERM.** The term of this NDA shall be from \_\_\_\_\_ to \_\_\_\_\_. This NDA shall apply to all Confidential Information relating to the Subject disclosed by [Company Name] to Recipient under this Agreement which is listed in Section 1 and designated as Confidential Information by Discloser, in writing, at the time it is furnished to Recipient. The duty to keep the Information confidential shall continue beyond the term of this Agreement. At the completion of the term of this Agreement, except as otherwise provided in this Agreement, all Confidential Information in tangible form shall be returned to [Company Name].
- 3. USE OF CONFIDENTIAL INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's



business discussions with Discloser and will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need

to know. Recipient agrees to use reasonable care, but in no event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure, publication and dissemination of Confidential Information. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Discloser. Recipient may disclose Confidential Information if required by any judicial or governmental order, provided that Recipient takes reasonable steps to first give Discloser sufficient prior notice to contest such order.

4. **INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Airport with respect to information which (a) was in Airport's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is disclosed by Airport with Discloser's prior written approval or (f) is developed by Airport without reference to Confidential Information disclosed hereunder.
  
3. **ADDITIONAL TERMS.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.  
Recipient represents and warrants it has the requisite power and authority to enter into this Agreement.  
This Agreement shall benefit and be binding upon the Parties hereto and their respective subsidiaries, affiliates, successors and assigns.  
This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.
  
6. **COMPLIANCE WITH PUBLIC DISCLOSURE LAWS.** Notwithstanding anything to the contrary herein, if and to the extent any Confidential Information may be subject to disclosure by Recipient pursuant to federal, state, or local law, including the California Public Records Act or the San Francisco Sunshine Ordinance, or a court order, Recipient may disclose such Confidential Information to the extent required thereby, and such disclosure shall not be deemed a violation of this Agreement. In the event Recipient receives a request or court order covering the Confidential Information, Recipient shall give five (5) days notice to Discloser prior to disclosing such Confidential Information where possible and will make reasonable efforts to notify Discloser in advance if Recipient determines that it must disclose any information provided pursuant to this Nondisclosure Agreement and which Discloser has identified as confidential, proprietary, trade secret, or otherwise protected from disclosure. In the event



Recipient receives a request for disclosure of such information, Recipient shall inform Discloser either that the Airport will refuse to disclose the protected information or, if there is no proper basis for such refusal, that Recipient intends to disclose the information unless ordered otherwise by a court.

Nothing herein shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law. Recipient's obligations under this Section are limited to proprietary, trade secret or otherwise protected information that is provided to Recipient pursuant to this NDA and identified on the face of each page of the document as proprietary, trade secret or otherwise protected from disclosure.

CITY AND COUNTY OF  
SAN FRANCISCO ACTING  
BY AND THROUGH ITS  
AIRPORT COMMISSION

[COMPANY NAME]

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

Dennis J. Herrera  
City Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

By \_\_\_\_\_





**SFMTA**  
Municipal  
Transportation  
Agency

Edwin M. Lee, *Mayor*

Tom Nolan, *Chairman*

Gwyneth Borden, *Director*

Jerry Lee, *Director*

Cristina Rubke, *Director*

Cheryl Brinkman, *Vice-Chairman*

Malcolm Heinicke, *Director*

Joél Ramos, *Director*

Edward D. Reiskin, *Director of Transportation*

**MEMORANDUM**

**DATE:** July 31, 2014  
**TO:** Honorable Civil Service Commission  
**THROUGH:** Donald E. Ellison  
Director, Human Resources  
**FROM:** Clare Leung  
Recruitment Manager  
**SUBJECT:** Provisional Appointment Report

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Attached for your review is a summary report of provisional appointments in San Francisco Municipal Transportation Agency (SFMTA) "service critical" tested classes reflecting provisional employment through June 30, 2014. Also, attached is a graph which reflects the total number of provisional appointments for the last three fiscal years, in addition to the numbers for the current report period.

We currently have a total of eighteen (18) provisional appointments in "service critical" classes, a decrease of nine (9) since our last report. These eighteen provisional appointments represent 0.35% of our total workforce.

The eligible lists for SFMTA-specific job classifications such as Class 7380, 7472, 9122 and 9506 have been established. The interview and selection processes for these classifications are in progress. Three of the eighteen provisional appointments are in citywide job classifications. Our focus remains on establishing eligible lists for SFMTA-specific job classifications to minimize provisional appointments in those classes.

We adopted twenty-four (24) eligible lists from January through June 2014. Twenty-one (21) permanent civil service examinations are in various stages of progress.

**Provisional Appointments Summary Report**

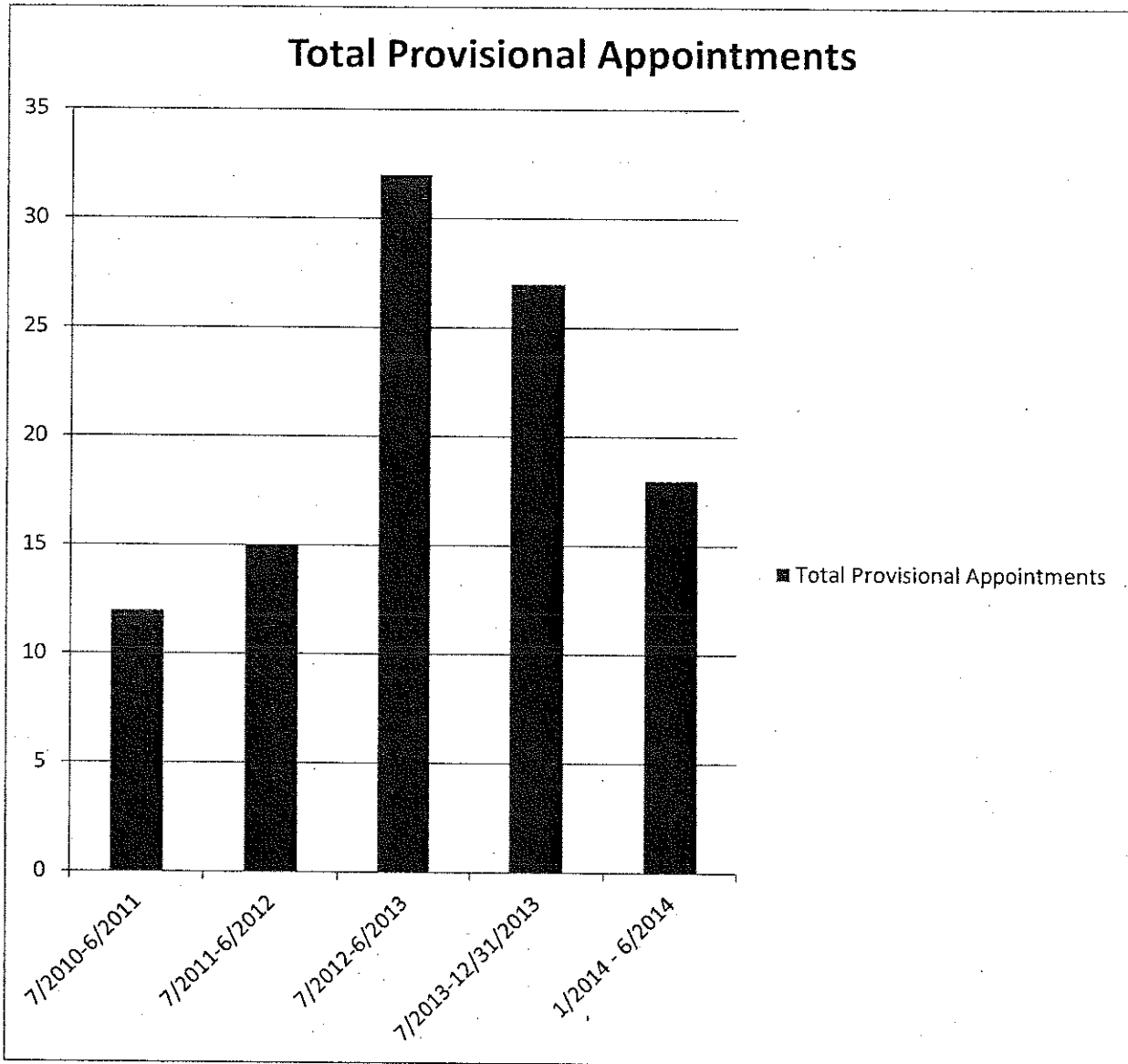
For Tested Classes at SFMTA

Service Critical Positions

**SFMTA Provisional Appointments as of June 30, 2014**

CLASS	TITLE	less than 6 months	6 to 12 months	13 to 24 months	25 to 35 months	more than 36 months	Total Class Count
1950	Assistant Purchaser			3			3
7380	Electrical Transit Mechanic Asst. Supervisor		2	7			9
7472	Wire Rope Cable Maintenance Mechanic			3			3
9122	Transit Information Clerk			1			1
9506	Sr. Permit & Citation Clerk			2			2
	Total	0	2	16	0	0	18

Provisional Appointments for Tested Classes at SFMTA  
 Service Critical Positions  
 For the Reporting Period from 1/1/2014 to 6/30/2014



Time Period	Total Provisional Appointments
7/2010-6/2011	12
7/2011-6/2012	15
7/2012-6/2013	32
7/2013-12/31/2013	27
1/2014 - 6/2014	18







**MEMORANDUM**

**DATE:** July 31, 2014  
**TO:** Honorable Civil Service Commission  
**THROUGH:** Donald E. Ellsperger  
Director, Human Resources  
**FROM:** Clare Leung  
Recruitment Manager  
**SUBJECT:** Report on Appointments Exempt From Civil Service under Charter Section 10.104-16 through 10.104-18

Charter Sections 10.104-16, 10.104-17 and 10.104-18 provide that certain part-time, seasonal, temporary, and substitute positions may be exempt from civil service selection, appointment and removal procedures subject to approval of the Civil Service Commission. On June 3, 1996, the Civil Service Commission established and adopted procedures and guidelines for the processing and approval of such appointments and authorized the Human Resources Director to act on written requests for exemptions, issue instructions to departments for the expeditious processing of departmental requests for exemptions, and provide the Commission with reports of transactions processed under the guidelines.

Charter Section 8A.104 provides that, as of July 1, 2000, except for the administration of health services, the Municipal Transportation Agency assumed all powers and duties vested in the Department of Human Resources and the Human Resources Director under Articles X and XI of the Charter in connection with job classifications within the Municipal Transportation Agency (MTA) performing service-critical functions.

The attached report reflects requisitions for MTA service-critical positions approved in categories 10.104-16 through 10.104-18 for the period from January 1, 2014 through June 30, 2014. There was a total of 209 appointments for MTA service-critical positions in category 10.104-16 (62 appointments representing 1.2% of our workforce), category 10.104-17 (6 appointments representing 0.12% of our workforce) and category 10.104-18 (141 appointments representing 2.7% of our workforce).

Also, attached is a graph showing the total number of exempt appointments for service-critical positions for the last three fiscal years, in addition to the numbers for the current report period.

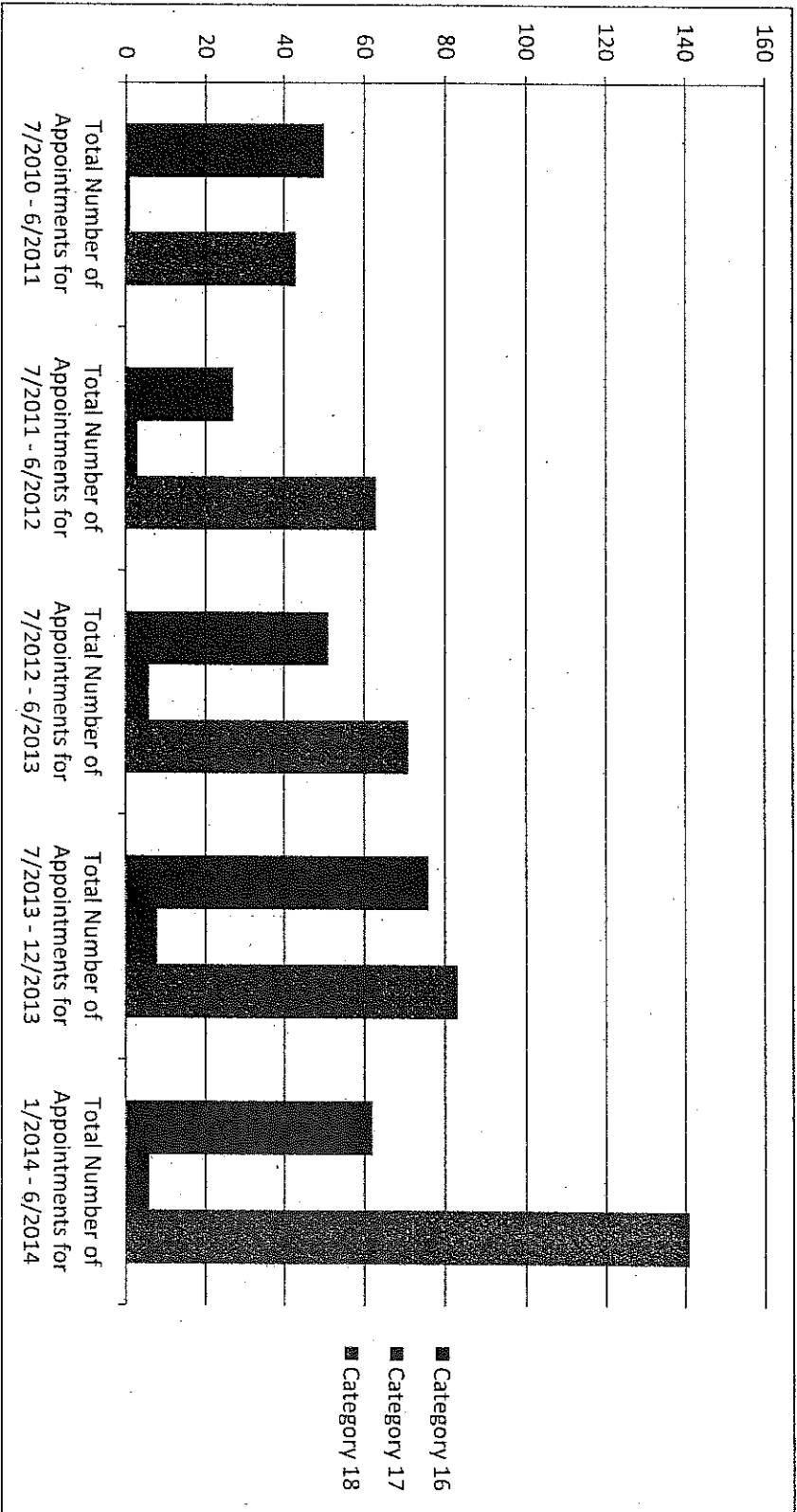
**Key:**

16 - Temporary and seasonal appointments not to exceed the equivalent of half-time during any fiscal year, except that such positions may be filled through regular civil service procedures

17 - Appointments, which shall not exceed two years and shall not be renewable, as substitutes for civil service employees on leave, except that such positions may be filled through regular civil service procedures.

18 - Appointments, which shall not exceed three years and shall not be renewable, for special projects and professional services with limited term funding, except that such positions may be filled through regular civil service procedures.

**San Francisco Municipal Transportation Agency**  
**Exempt Appointments from Civil Service under Charter Section 10.104-16 through 10.104-18**  
**Service Critical Positions**  
**For the Reporting Period from 1/1/2014 through 6/30/2014**



Category	Total Number of Appointments for 7/2010 - 6/2011	Total Number of Appointments for 7/2011 - 6/2012	Total Number of Appointments for 7/2012 - 6/2013	Total Number of Appointments for 7/2013 - 12/2013	Total Number of Appointments for 1/2014 - 6/2014
Category 16	50	27	51	76	62
Category 17	1	3	6	8	6
Category 18	43	63	71	83	141

Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
1452	Executive Secretary II	01020477	16 Temporary and Seasonal	1	Vacant	3/14/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01119554	16 Temporary and Seasonal	1	Filled	4/26/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126533	16 Temporary and Seasonal	1	Filled	1/8/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126740	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126741	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126742	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126743	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126744	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126745	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126746	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126747	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126748	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126749	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126750	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01127182	16 Temporary and Seasonal	1	Filled	4/14/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126751	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I,Arch.,Engr., & Plan.	01126752	16 Temporary and Seasonal	1	Filled	2/27/2014	Y

Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
5380	Student Engineer Trainee I, Arch., Engr., & Plan.	01126753	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I, Arch., Engr., & Plan.	01126754	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I, Arch., Engr., & Plan.	01126755	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I, Arch., Engr., & Plan.	01126756	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I, Arch., Engr., & Plan.	01126757	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I, Arch., Engr., & Plan.	01126758	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5380	Student Engineer Trainee I, Arch., Engr., & Plan.	01126759	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5381	Student Engineer Trainee II, Arch., Engr., & Plan.	01126760	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5381	Student Engineer Trainee II, Arch., Engr., & Plan.	01126761	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5381	Student Engineer Trainee II, Arch., Engr., & Plan.	01126762	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5381	Student Engineer Trainee II, Arch., Engr., & Plan.	01126763	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5381	Student Engineer Trainee II, Arch., Engr., & Plan.	01126764	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5381	Student Engineer Trainee II, Arch., Engr., & Plan.	01126765	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5381	Student Engineer Trainee II, Arch., Engr., & Plan.	01126766	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5381	Student Engineer Trainee II, Arch., Engr., & Plan.	01126767	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5381	Student Engineer Trainee II, Arch., Engr., & Plan.	01126768	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126772	16 Temporary and Seasonal	1	Filled	2/27/2014	Y

Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126773	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126774	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126775	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126777	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126778	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126779	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126780	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126781	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126782	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126783	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126786	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126787	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126789	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126790	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126791	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126792	16 Temporary and Seasonal	1	Filled	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126793	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y

Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126794	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126795	16 Temporary and Seasonal	1	Vacant	2/27/2014	Y
9124	Senior Transit Information Clerk	01127589	16 Temporary and Seasonal	1	Filled	6/17/2014	Y
9183	Deputy Director I, Municipal Transportation Agency	01127800	16 Temporary and Seasonal	1	Filled	6/25/2014	Y
1241	Personnel Analyst	01086267	17 Substitute for Civil Service Employee on Leave	1	Filled	2/7/2014	Y
7381	Automotive Mechanic	01042546	17 Substitute for Civil Service Employee on Leave	1	Filled	2/28/2014	Y
7432	Electrical Line Helper	01050933	17 Substitute for Civil Service Employee on Leave	1	Vacant	4/14/2014	Y
7457	Sign Worker	01047312	17 Substitute for Civil Service Employee on Leave	1	Vacant	5/22/2014	Y
7457	Sign Worker	01041934	17 Substitute for Civil Service Employee on Leave	1	Vacant	5/22/2014	Y
7457	Sign Worker	01108415	17 Substitute for Civil Service Employee on Leave	1	Vacant	5/22/2014	Y
9139	Transit Supervisor	01031918	17 Substitute for Civil Service Employee on Leave	1	Vacant	4/28/2014	Y
9139	Transit Supervisor	01098099	17 Substitute for Civil Service Employee on Leave	1	Vacant	4/28/2014	Y
9139	Transit Supervisor	01098100	17 Substitute for Civil Service Employee on Leave	1	Vacant	6/13/2014	Y
9139	Transit Supervisor	01098108	17 Substitute for Civil Service Employee on Leave	1	Vacant	4/28/2014	Y
1043	IS Engineer-Senior	01099751	18 Special Project - Limited Term	1	Vacant	6/21/2014	Y
1044	IS Engineer - Principal	01125794	18 Special Project - Limited Term	1	Vacant	2/14/2014	Y
1044	IS Engineer - Principal	01126954	18 Special Project - Limited Term	1	Filled	3/24/2014	Y

Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
1053	IS Business Analyst - Senior	01113537	18 Special Project - Limited Term	1	Filled	4/9/2014	Y
1053	IS Business Analyst - Senior	01127332	18 Special Project - Limited Term	1	Filled	5/5/2014	Y
1054	IS Business Analyst - Principal	01126817	18 Special Project - Limited Term	1	Filled	3/7/2014	Y
1244	Senior Personnel Analyst	01123674	18 Special Project - Limited Term	1	Filled	1/8/2014	Y
1244	Senior Personnel Analyst	01057113	18 Special Project - Limited Term	1	Filled	1/27/2014	Y
1312	Public Information Officer	01125784	18 Special Project - Limited Term	1	Vacant	4/26/2014	Y
1312	Public Information Officer	01125286	18 Special Project - Limited Term	1	Vacant	4/29/2014	Y
1312	Public Information Officer	01126828	18 Special Project - Limited Term	1	Vacant	3/4/2014	Y
1312	Public Information Officer	01125235	18 Special Project - Limited Term	1	Vacant	6/28/2014	Y
1452	Executive Secretary II	01126629	18 Special Project - Limited Term	1	Filled	1/27/2014	Y
1823	Senior Administrative Analyst	01126819	18 Special Project - Limited Term	1	Filled	3/7/2014	Y
1823	Senior Administrative Analyst	01126678	18 Special Project - Limited Term	1	Filled	2/10/2014	Y
1823	Senior Administrative Analyst	01126854	18 Special Project - Limited Term	1	Filled	3/8/2014	Y
1823	Senior Administrative Analyst	01126855	18 Special Project - Limited Term	1	Filled	3/8/2014	Y
1823	Senior Administrative Analyst	01114252	18 Special Project - Limited Term	1	Vacant	5/30/2014	Y
1824	Principal Admin Analyst	01123671	18 Special Project - Limited Term	1	Filled	2/7/2014	Y
5203	Assistant Engineer	01126664	18 Special Project - Limited Term	1	Vacant	2/19/2014	Y



Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
5203	Assistant Engineer	01126665	18 Special Project - Limited Term	1	Vacant	3/29/2014	Y
5241	Engineer	01126731	18 Special Project - Limited Term	1	Filled	2/25/2014	Y
5277	Planner I	01127055	18 Special Project - Limited Term	1	Filled	3/24/2014	Y
5289	Transit Planner III	01127719	18 Special Project - Limited Term	1	Vacant	6/6/2014	Y
5290	Transit Planner IV	01127718	18 Special Project - Limited Term	1	Vacant	6/6/2014	Y
5290	Transit Planner IV	01127054	18 Special Project - Limited Term	1	Filled	3/24/2014	Y
5382	Student Engineer Trainee III, Arch., Engr., & Plan.	01126906	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
5502	Project Manager I	01053288	18 Special Project - Limited Term	1	Vacant	6/12/2014	Y
5502	Project Manager I	01121336	18 Special Project - Limited Term	1	Filled	5/2/2014	Y
5504	Project Manager II	01123107	18 Special Project - Limited Term	1	Filled	5/2/2014	Y
5504	Project Manager II	01125728	18 Special Project - Limited Term	1	Filled	2/13/2014	Y
5504	Project Manager II	01123517	18 Special Project - Limited Term	1	Vacant	4/14/2014	Y
5504	Project Manager II	01126567	18 Special Project - Limited Term	1	Filled	1/9/2014	Y
5506	Project Manager III	01127185	18 Special Project - Limited Term	1	Filled	4/15/2014	Y
6138	Industrial Hygienist	01127744	18 Special Project - Limited Term	1	Vacant	6/13/2014	Y
6318	Construction Inspector	01125325	18 Special Project - Limited Term	1	Filled	2/19/2014	Y
7251	Track Maintenance Worker Supervisor I	01126681	18 Special Project - Limited Term	1	Vacant	2/14/2014	Y

Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
7251	Track Maintenance Worker Supervisor I	01127222	18 Special Project - Limited Term	1	Vacant	4/17/2014	Y
7318	Electronic Maintenance Technician	01127226	18 Special Project - Limited Term	1	Vacant	4/22/2014	Y
7318	Electronic Maintenance Technician	01127227	18 Special Project - Limited Term	1	Filled	4/22/2014	Y
7328	Operating Engineer	01126680	18 Special Project - Limited Term	1	Vacant	2/14/2014	Y
7328	Operating Engineer	01127221	18 Special Project - Limited Term	1	Vacant	4/17/2014	Y
7344	Carpenter	01127224	18 Special Project - Limited Term	1	Vacant	4/17/2014	Y
7458	Switch Repairer	01126682	18 Special Project - Limited Term	1	Vacant	2/14/2014	Y
7458	Switch Repairer	01127223	18 Special Project - Limited Term	1	Vacant	4/17/2014	Y
7540	Track Maintenance Worker	01126679	18 Special Project - Limited Term	1	Vacant	2/14/2014	Y
7540	Track Maintenance Worker	01127225	18 Special Project - Limited Term	1	Vacant	4/17/2014	Y
7540	Track Maintenance Worker	01127204	18 Special Project - Limited Term	1	Vacant	4/14/2014	Y
7540	Track Maintenance Worker	01127284	18 Special Project - Limited Term	1	Vacant	4/28/2014	Y
7540	Track Maintenance Worker	01127286	18 Special Project - Limited Term	1	Vacant	4/28/2014	Y
7540	Track Maintenance Worker	01127287	18 Special Project - Limited Term	1	Vacant	4/28/2014	Y
7540	Track Maintenance Worker	01127288	18 Special Project - Limited Term	1	Vacant	4/28/2014	Y
7540	Track Maintenance Worker	01127289	18 Special Project - Limited Term	1	Vacant	4/28/2014	Y
8167	Parking Hearing Examiner	01126940	18 Special Project - Limited Term	1	Filled	3/15/2014	Y

Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
8167	Parking Hearing Examiner	01126941	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
8167	Parking Hearing Examiner	01126942	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
8167	Parking Hearing Examiner	01126943	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
8167	Parking Hearing Examiner	01126944	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
8167	Parking Hearing Examiner	01126945	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
8167	Parking Hearing Examiner	01126946	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
8167	Parking Hearing Examiner	01126947	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
9139	Transit Supervisor	01098106	18 Special Project - Limited Term	1	Filled	5/20/2014	Y
9139	Transit Supervisor	01126459	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126460	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126461	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126461	18 Special Project - Limited Term	1	Filled	5/20/2014	Y
9139	Transit Supervisor	01126462	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126463	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126464	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126465	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126465	18 Special Project - Limited Term	1	Filled	5/20/2014	Y

Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
9139	Transit Supervisor	01126466	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126467	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126468	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126469	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126469	18 Special Project - Limited Term	1	Filled	5/20/2014	Y
9139	Transit Supervisor	01126470	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126471	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126472	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126473	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126474	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126475	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126476	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126479	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126480	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126481	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126482	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126483	18 Special Project - Limited Term	1	Filled	1/10/2014	Y

Exempt Appointments from Civil Service under Chapter Section 10.104-16 through 10.104-18 at SFMTA  
 Service Critical Positions  
 for the period from 1/1/2014 through 6/30/2014

Job Code	Title	Job Req	Exempt Status	Head Count	Status	Approve	Service Critical
9139	Transit Supervisor	01126484	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126485	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126486	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126487	18 Special Project - Limited Term	1	Filled	1/10/2014	Y
9139	Transit Supervisor	01126470	18 Special Project - Limited Term	1	Filled	6/17/2014	Y
9140	Transit Manager I	01126488	18 Special Project - Limited Term	1	Filled	3/28/2014	Y
9145	Traffic Signal Electrician	01126921	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
9145	Traffic Signal Electrician	01126922	18 Special Project - Limited Term	1	Filled	3/15/2014	Y
9145	Traffic Signal Electrician	01127649	18 Special Project - Limited Term	1	Vacant	5/27/2014	Y
9145	Traffic Signal Electrician	01127650	18 Special Project - Limited Term	1	Vacant	5/27/2014	Y
9145	Traffic Signal Electrician	01127651	18 Special Project - Limited Term	1	Vacant	5/27/2014	Y
9145	Traffic Signal Electrician	01127652	18 Special Project - Limited Term	1	Vacant	5/27/2014	Y






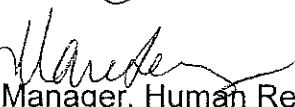


**MEMORANDUM**

**DATE:** August 6, 2014

**TO:** Honorable Civil Service Commission

**THROUGH:** Donald E. Ellison   
Director, Human Resources

**FROM:** Clare Leung   
Recruitment Manager, Human Resources

**SUBJECT:** Position-Based Testing Report

The following report is submitted pursuant to Civil Service Rule 411 A.6, which requires the Director of Transportation/Municipal Transportation Agency ("MTA") to provide quarterly reports to the Civil Service Commission ("Commission") on any examinations administered under the Position-based Testing Program ("PBT") for Service-Critical classes at the MTA pursuant to rule 411 A. Such reports are required for first three years following the adoption of Rule 411 A (which occurred on April 21, 2014) and must include, but not be limited to the following information for each examination:

- Applicable certification rule
- Duration of the eligible list
- Number of applicants
- Number of applicants deemed qualified under the terms of the examination announcement
- Number of candidates who participated in the examination
- Number of candidates were placed on the eligible list
- Number and types of protests submitted to the Director of Transportation, and their disposition
- the disposition of any such protests to the Director of Transportation (i.e., the response of, or any action taken by the Director of Transportation in response; and whether they were appealed to the commission)

**Classes Pre-Approved for the Position-Based Testing Program**

MTA will only administer the Position-Based Testing program for classes that the Department of Human Resources has pre-Approved for the Position-Based Testing Program. A list of the pre-approved classifications is submitted in this report as Attachment 1.



The following provides the requisite information for the two PBT examinations that were administered for MTA Service-Critical classes pursuant to Civil Service Rule 411A following the MTA's last PBT quarterly report to the Commission (reviewed at the Commission meeting of March 17, 2014).

<b>PBT Examinations Administered under Civil Service Rule 411A                      Since March 17, 2014</b>		
<b>Job Code &amp; Title</b>	<b>5306 Traffic Sign Manager</b>	<b>8168 Administrative Hearing Supervisor</b>
<b>List Adoption Date</b>	6/25/14	5/1/14
<b>Certification Rule</b>	Rule of three scores	Rule of ten scores
<b>Eligible List Duration</b>	12 months	24 months
<b>Number of applicants</b>	22	20
<b>Number of Deemed Qualified</b>	6	5
<b>Number of candidates who participated in the examination</b>	5	5
<b>Number of candidates on the eligible list</b>	5	4
<b>Number and type of protests</b>	1	0

As a standard practice, we advise applicants of their appeal rights in our job announcement. The standard language is as follows:

"Applicants must be guided solely by the provisions of this announcement, including requirements, time periods and other particulars, except when superseded by federal, state or local laws, rules or regulations. Clerical errors may be corrected by the posting the correction on the Department of Human Resources website at [www.jobaps.com/sf](http://www.jobaps.com/sf).

The terms of this announcement may be appealed under Civil Service Rule 411A.36. The standard for the review of such appeals is 'abuse of discretion' or 'no rational basis' for establishing the position description, the minimum qualifications and/or the certification

rule. Appeals must include a written statement of the item(s) being contested and the specific reason(s) why the cited item(s) constitute(s) abuse of discretion by the Human Resources Director. Appeals must be submitted directly to the Executive Officer of the Civil Service Commission within five business days of the announcement issuance date.”

In addition, we further advise our applicants of their appeal rights in our non-qualifying letter with the following standard language:

“Civil Service Commission Rules for the city and County of San Francisco specify announcement, application and examination policies and procedures, including applicant appeal rights. They can be found on the Civil Service Commission website at <http://www.sfgov3.org/index/aspex?page+300>. Copies of specific rules can also be obtained at 1 South Van Ness, 4th floor, San Francisco, CA 94103.”

#### **One appeal Received for 5306 Traffic Sign Manager**

One appellant filed an appeal with the Civil Service Commission on the 5306 Traffic Sign Manager examination. The Civil Service Commission referred this appeal to MTA for resolution.

Attached are our non-qualifying letters to the appellant. The 1<sup>st</sup> one notified him to submit further verification for reconsideration within 5 business days, and the 2<sup>nd</sup> letter indicated the reason why the applicant was not qualified for the examination. In both letters, we included the standard language regarding the appeal rights.

After a thorough review of the appeal, we found that the matter was not appealable. However, we did provide a response to the appellant by informing him that his appeal could not be granted. (a copy of this letter is also attached)

# **Attachment 1**

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

<b>CLASS</b>	<b>TITLE</b>
1002	IS Operator – Journey
1003	IS Operator – Senior
1004	IS Operator – Analyst
1005	IS Operator – Supervisor
1011	IS Technician – Assistant
1012	IS Technician – Journey
1013	IS Technician – Senior
1014	IS Technician – Supervisor
1021	IS Administrator I
1022	IS Administrator II
1023	IS Administrator III
1024	IS Administrator – Supervisor
1031	IS Trainer – Assistant
1032	IS Trainer – Journey
1033	IS Trainer – Senior
1041	IS Engineer – Assistant
1042	IS Engineer – Journey
1043	IS Engineer – Senior
1044	IS Engineer – Principal
1051	IS Business Analyst – Assistant
1052	IS Business Analyst
1053	IS Business Analyst – Senior
1054	IS Business Analyst – Principal
1061	IS Program Analyst – Assistant
1062	IS Programmer Analyst
1063	IS Programmer Analyst – Senior
1064	IS Programmer Analyst - Principal
1070	IS Project Director
1071	IS Manager
1091	IT Operations Support Administrator I
1092	IT Operations Support Administrator II
1093	IT Operations Support Administrator III
1094	IT Operations Support Administrator IV
1095	IT Operations Support Administrator V
1107	Deputy Director, Rent Arbitration Board
1110	Executive Assistant To The Executive Director, Retirement System
1117	Deputy Director for Investments, Retirement System
1118	Customer Services Division Manager
1130	Youth Commission Advisor
1161	Executive Assistant To The Administrator, S.F.G.H.
1163	Executive Assistant To The Director Of Health
1164	Administrator, SFGH Medical Center
1203	Personnel Technician
1209	Benefits Technician

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

<b>CLASS</b>	<b>TITLE</b>
1210	Benefits Analyst
1211	Benefits Technician, SFUSD
1218	Payroll Supervisor
1219	Payroll Manager, SF Community College Dist
1227	Testing Technician
1229	Special Examiner
1231	Asst. Mgr., Equal Employment Opportunity Programs
1233	Equal Employment Opportunity Programs Specialist
1237	Training Coordinator
1244	Senior Personnel Analyst
1246	Principal Personnel Analyst
1248	Assistant Deputy Director, Human Resources
1270	Departmental Personnel Officer
1272	Senior Departmental Personnel Officer
1280	Employee Relations Representative
1281	Senior Labor Relations Representative
1322	Customer Service Agent Trainee
1324	Senior Customer Service Agent
1326	Customer Service Agent Supervisor
1372	Special Assistant XIII
1373	Special Assistant XIV
1374	Special Assistant XV
1375	Special Assistant XVI
1376	Special Assistant XVII
1377	Special Assistant XVIII
1378	Special Assistant XIX
1379	Special Assistant XX
1380	Special Assistant XXI
1381	Special Assistant XXII
1429	Nurses Staffing Assistant
1430	Transcriber Typist
1431	Senior Unit Clerk
1432	Senior Transcriber Typist
1434	Shelter Service Representative
1435	Shelter Officer Supervisor
1436	Brailist
1437	Shelter Office Assistant Supervisor
1440	Medical Transcriber Typist
1441	Senior Medical Transcriber Typist
1460	Legal Secretary II
1464	Medical Clerk Stenographer
1468	Water Services Clerk
1470	Services And Supply Assistant Supervisor
1471	Elections Worker

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

CLASS	TITLE
1474	Claims Process Clerk
1476	Senior Claims Process Clerk
1480	Principal Water Services Clerk
1492	Assistant Clerk, Board Of Supervisors
1602	Calculating Machine Operator-Key Drive
1660	Manager, Budget And Performance Monitoring
1662	Patient Accounts Assistant Supervisor
1663	Patient Accounts Supervisor
1664	Patient Accounts Manager
1666	Finance Director, Department Of Public Health
1675	1675 Supervising Fiscal Officer
1710	Chief Telephone Operator
1750	Microphoto / Imaging Technician
1760	Offset Machine Operator
1762	Senior Offset Machine Operator
1764	Mail And Reproduction Service Supervisor
1766	Media Production Technician
1767	Media Programming Specialist
1769	Media Production Supervisor
1770	Photographer
1771	Media Production Specialist
1773	Media Training Specialist
1774	Head Photographer
1777	Media/Security Systems Specialist
1781	Media/Security Systems Supervisor
1802	Research Assistant
1804	Statistician
1806	Senior Statistician
1813	Senior Benefits Analyst
1814	Benefits Supervisor
1817	Procedural Writer
1820	Junior Administrative Analyst
1822	Administrative Analyst
1823	Senior Administrative Analyst
1824	Principal Administrative Analyst
1825	Principal Administrative Analyst II
1827	Administrative Services Manager
1839	Water Conservation Administrator
1843	Executive Director, Southeast Community Facility Commission
1922	Senior Inventory Clerk
1924	Materials And Supplies Supervisor
1926	Senior Materials And Supplies Supervisor
1930	Warehouse Worker
1931	Senior Parts Storekeeper

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

CLASS	TITLE
1935	Principal Parts Storekeeper
1936	Senior Storekeeper
1938	Stores And Equipment Assistant Supervisor
1942	Assistant Materials Coordinator
1944	Materials Coordinator
1948	Coding Supervisor, Purchasing Dept
1952	Purchaser
1956	Senior Purchaser
1958	Supervising Purchaser
2106	Medical Staff Services Department Specialist
2107	Medical Staff Services Department Analyst
2114	Medical Records Technician Supervisor
2143	Hospital Assistant Administrator
2204	Dental Hygienist
2218	Physician Assistant
2246	Assistant Director Of Clinical Services I
2248	Assistant Director Of Clinical Services II
2292	Shelter Veterinarian
2306	Senior Psychiatric Orderly
2325	Nurse Midwife
2326	Nursing Supervisor Psychiatric
2330	Anesthetist
2340	Operating Room Nurse
2350	Instructor Of Nursing
2392	Senior Central Processing And Distribution Technician
2402	Laboratory Helper
2403	Forensic Laboratory Technician
2406	Pharmacy Helper
2408	Senior Pharmacy Helper
2416	Bacteriological Laboratory Assistant
2420	Histology Technician
2432	Electrocardiograph Technician
2434	Senior Electrocardiograph Technician
2436	Electroencephalograph Technician I
2440	Veterinary Laboratory Technologist
2444	Clinical Laboratory Technologist
2453	Supervising Pharmacist
2456	Assistant Forensic Toxicologist I
2457	Assistant Forensic Toxicologist II
2462	Microbiologist
2464	Senior Microbiologist
2466	Chief Microbiologist
2469	Diagnostic Imaging Technologist III
2470	Diagnostic Imaging Technologist IV

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

CLASS	TITLE
2471	Water Quality Chemist
2478	Senior Sewage Treatment Chemist
2482	Water Quality Technician III
2484	Biologist III
2485	Supervising Biologist
2489	Laboratory Services Manager
2493	Associate Radiologic Technologist
2496	Radiologic Technologist Supervisor
2514	Orthopedic Technician I
2515	Orthopedic Technician II
2520	Morgue Attendant
2522	Senior Morgue Attendant
2523	Forensic Autopsy Technician
2526	Ambulance Driver
2530	Senior Medical Steward
2533	Emergency Medical Services Agency Specialist
2536	Respiratory Care Practitioner
2537	Respiratory Care Practitioner II
2538	Audiometrist
2540	Audiologist
2542	Speech Pathologist
2550	Senior Occupational Therapist
2551	Mental Health Treatment Specialist
2552	Director Of Activities, Therapy And Volunteer Services
2558	Senior Physical Therapist
2561	Optometrist
2565	Acupuncturist
2566	Rehabilitation Counselor
2575	Research Psychologist
2576	Supervising Clinical Psychologist
2577	Medical Examiner's Investigator I
2578	Medical Examiner's Investigator II
2579	Medical Examiner's Investigator III
2580	Medical Examiner's Investigator
2583	Home Health Aide
2594	Employee Assistance Counselor
2595	Senior Employee Assistance Counselor
2608	Supply Room Attendant
2618	Food Service Supervisor
2619	Senior Food Service Supervisor
2620	Food Service Manager Administrator
2626	Chief Dietitian
2652	Baker
2656	Chef



**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

<b>CLASS</b>	<b>TITLE</b>
2719	Janitorial Services Assistant Supervisor
2720	Janitorial Services Supervisor
2740	Porter Supervisor I
2772	Sewing Technician
2780	Laundry Worker Supervisor
2782	Laundry Superintendent
2785	Assistant General Services Manager
2808	Senior Disease Control Investigator
2810	Principal Disease Control Investigator
2818	Health Program Planner
2820	Senior Health Program Planner
2825	Senior Health Educator
2915	Program Specialist Supervisor
2916	Social Work Specialist
2924	Medical Social Work Supervisor
2933	Conservatorship / Case Management Supervisor
2935	Senior Marriage, Family & Child Counselor
2966	Welfare Fraud Investigator
2967	Supervising Welfare Fraud Investigator
2980	Manager, Recruitment and Credentials Unit, S.F.U.S.D.
2982	Rent Board Supervisor
2991	Coordinator, Human Rights Commission
2996	Representative, Human Rights Commission
2998	Representative, Commission On The Status Of Women
3135	Director Of Neighborhood Services, Recreation And Park Department
3204	Swimming Pool Cashier-Clerk
3210	Swimming Instructor/Pool Lifeguard
3214	Senior Swimming Instructor
3231	Golf Program Director
3232	Marina Assistant Manager
3233	Marina Associate Manager
3234	Marina Manager
3246	Pianist
3256	Photography Instructor
3260	Crafts Instructor
3262	Curator Of Industrial Arts, Junior Museum
3285	Junior Museum Director
3289	Recreation Supervisor
3291	Principal Recreation Supervisor
3292	Assistant Superintendent Recreation
3310	Stable Attendant
3321	Senior Animal Keeper
3322	Assistant Head Animal Keeper
3342	Zoo Curator

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

<b>CLASS</b>	<b>TITLE</b>
3371	Animal Care Supervisor
3372	Animal Control Officer
3373	Animal Control Supervisor
3374	Volunteer Coordinator, Animal Care And Control
3374	Volunteer/Outreach Coordinator
3375	Animal Health Technician
3376	Animal Care Assistant Supervisor
3378	Field Services Assistant Supervisor
3402	Farmer
3406	Land Use Aide
3419	Municipal Stadium Groundskeeper
3424	Pest Control Specialist
3426	Forester
3428	Nursery Specialist
3430	Chief Nursery Specialist
3432	Assistant Arboretum Director
3436	Arborist Technician Supervisor I
3438	Arborist Technician Supervisor II
3450	Agricultural Inspector
3464	Area Supervisor, Parks, Squares And Facilities
3480	Farmers Market Manager
3486	Watershed Forester
3502	Museum Exhibit Packer And Repairer
3518	Associate Museum Conservator, Asian Art Museum
3520	Museum Preparator
3522	Senior Museum Preparator
3524	Principal Museum Preparator
3525	Chief Preparator
3533	General Manager, KALW, SFUSD
3540	Curatorial Aide
3548	Curator Of Natural Science, Junior Museum
3549	Arts Program Assistant
3550	Exhibition Designer
3554	Associate Museum Registrar
3556	Museum Registrar
3558	Senior Museum Registrar
3633	Librarian II- Asian Arts
3650	Medical Records Librarian
4119	Events & Facilities Specialist
4140	Real Property Officer
4142	Senior Real Property Officer
4143	Principal Real Property Officer
4224	Principal Personal Property Auditor
4231	Senior Estate Investigator

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

CLASS	TITLE
4265	Senior Real Property Appraiser
4267	Principal Real Property Appraiser
4269	Chief Appraiser
4310	Commercial Division Assistant Supervisor
4322	Cashier III
4331	Security Analyst
4334	Investigator, Tax Collector
4335	Senior Investigator, Tax Collector
4337	Principal Investigator, Tax Collector
4340	Assistant Director, Bureau of Delinquent Revenue
4366	Collection Supervisor
5120	Architectural Administrator
5121	Dir of Facilities Design & Construction, SFUSD
5130	Sewage Treatment Plant Superintendent
5148	Assistant Superintendent Water Treatment Facilities
5148	Water Operations Analyst
5149	Superintendent Of Water Treatment Facilities
5174	Administrative Engineer
5177	Safety Officer
5189	Manager, Utilities Engineering Bureau, Public Utilities Commission
5209	Industrial Engineer
5214	Building Plans Engineer
5215	Fire Protection Engineer
5216	Chief Surveyor
5217	Building Code Analyst
5219	Senior Structural Engineer
5264	Airport Noise Abatement Specialist
5269	School Architectural Coordinator
5270	Senior Architect
5271	Senior Airport Noise Abatement Specialist
5273	Principal Architect
5274	Landscape Architect
5275	Planner Technician
5283	Planner V
5285	Airport Noise Abatement Officer
5293	Planner IV
5298	Planner III - Environmental Review
5299	Planner IV- Environmental Review
5301	Supervisor, Traffic Painting Program
5302	Traffic Survey Technician
5303	Supervisor, Traffic And Street Signs
5304	Materials Testing Aide
5305	Materials Testing Technician
5306	Traffic Sign Manager

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

CLASS	TITLE
5320	Illustrator And Art Designer
5330	City Planning Graphics Supervisor
5330	Graphics Supervisor
5408	Coordinator Of Citizen Involvement
5608	Senior Energy Specialist
5620	Regulatory Specialist
5644	Principal Environmental Specialist
5646	Environmental Program Manager I
6108	Environmental Health Technician I
6110	Environmental Health Technician II
6115	Wastewater Control Inspector
6116	Supervising Wastewater Control Inspector
6124	Principal Environmental Health Inspector
6139	Senior Industrial Hygienist
6220	Inspector Of Weights And Measures
6231	Senior Street Inspector
6232	Street Inspection Supervisor
6235	Heating And Ventilating Inspector
6244	Chief Plumbing Inspector
6246	Senior Plumbing Inspector
6262	Plan Checker - Architectural
6266	Senior Plan Checker
6272	Senior Housing Inspector
6274	Chief Housing Inspector
6334	Chief Building Inspector
6335	Disability Access Coordinator
6340	School Construction Coordinator
7108	Heavy Equipment Operations Assistant Supervisor
7110	Mobile Equipment Assistant Supervisor
7123	Parking Meter and Machine Shop Manager
7126	Mechanical Shop And Equipment Superintendent
7132	Telecommunication Supervisor
7134	Water Construction & Maintenance Supt
7136	Water Shops And Equipment Superintendent
7140	Director, Parking And Traffic Operations
7203	Buildings And Grounds Maintenance Supervisor
7204	Chief Water Service Inspector
7208	Heavy Equipment Operations Supervisor
7210	Mobile Equipment Supervisor
7211	Cement Finisher Supervisor II
7218	Asbestos Abatement Worker II
7219	Maintenance Scheduler
7220	Asphalt Finisher Supervisor I
7221	Asphalt Plant Supervisor I

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

<b>CLASS</b>	<b>TITLE</b>
7226	Carpenter Supervisor I
7227	Cement Finisher Supervisor I
7232	Hetch Hetchy Mechanical Shop Supervisor
7233	Glazier Supervisor I
7236	Locksmith Supervisor I
7239	Plumber Supervisor II
7240	Water Meter Shop Supervisor I
7243	Parking Meter Repairer Supervisor I
7245	Chief Stationary Engineer, Water Treatment Plant
7246	Sewer Repair Supervisor
7246	Sewer Repair Supervisor II
7247	Sheet Metal Worker Supervisor II
7248	Steamfitter Supervisor II
7249	Automotive Mechanic Supervisor I
7254	Automotive Machinist Supervisor I
7258	Maintenance Machinist Supervisor I
7259	Water And Power Maintenance Supervisor I
7263	Maintenance Manager
7268	Window Cleaner Supervisor
7270	Watershed Keeper Supervisor
7272	Carpenter Supervisor II
7277	City Shops Assistant Superintendent
7278	Painter Supervisor II
7281	Street Environmental Services Operations Supervisor
7282	Street Repair Supervisor II
7284	Utility Plumber Supervisor II
7302	Audio-Visual Equipment Technician
7303	Barber
7307	Bricklayer
7315	Automotive Machinist Assistant Supervisor
7317	Senior Water Service Inspector
7324	Beautician
7330	Senior General Utility Mechanic
7337	Maintenance Machinist Assistant Supervisor
7342	Locksmith
7349	Steamfitter Supervisor I
7353	Water Meter Repairer
7358	Pattern Maker
7361	Plasterer
7363	Power House Electrician
7368	Senior Communications Systems Technician
7370	Rigger
7377	Stage Electrician
7378	Tile Setter

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

<b>CLASS</b>	<b>TITLE</b>
7384	Typewriter Repairer
7387	Upholsterer
7416	Book Repairer
7418	Senior Book Repairer
7420	Bridgetender
7424	Dryer Mixer Operator
7428	Hodcarrier
7434	Maintenance Machinist Helper
7441	Tool Room Mechanic And Custodian
7450	Shade And Drapery Worker
7457	Traffic And Street Sign Maintenance Worker
8104	Victim & Witness Technician
8113	Court Clerk
8116	Legislative Calendar Clerk
8117	Investigative Auditor, Controller's Office
8118	Legislation Clerk
8126	Senior Investigator, Office Of Citizen Complaints
8138	Court Reporter
8139	Industrial Injury Investigator
8143	Senior Public Defender's Investigator
8148	Chief District Attorney's Investigator
8150	Principal District Attorney's Investigator, Special Unit
8165	Worker's Compensation Supervisor I
8167	Parking Hearing Examiner
8168	Parking Hearing Supervisor
8169	Legislative Assistant, City Attorney's Office
8170	Medical Claims Supervisor
8186	Attorney For The Public Administrator
8206	Institutional Police Captain
8209	Institutional Police Lieutenant
8210	Head Park Patrol Officer
8217	Community Police Services Aide Supervisor
8219	Parking Enforcement Administrator
8220	Director, Parking Enforcement
8229	Associate Director of Museum Security Services
8234	Fire Alarm Dispatcher
8236	Chief Fire Alarm Dispatcher
8239	Public Safety Communications Supervisor
8240	Public Safety Communications Coordinator
8247	Emergency Planning Coordinator
8251	Fingerprint Technician III
8262	Criminalist III
8263	Crime Laboratory Manager
8264	Forensic Document Examiner

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

CLASS	TITLE
8287	Director of Public Safety
8315	Assistant Sheriff
8318	Counselor II
8324	Supervising Counselor, Juvenile Court
8326	Assistant Director, Log Cabin Ranch
8330	Director, Log Cabin Ranch
8340	Assistant Director, Juvenile Hall
8344	Director, Juvenile Hall
8348	Undersheriff
8413	Asst. Chief Probation Officer, Juvenile Probation
8414	Supervising Probation Officer, Juvenile Court
8415	Senior Supervising Probation Off, Juvenile Court
8415	Senior Supervising Probation Off, Juvenile Probation
8416	Director, Probation Services
8418	Chief Probation Officer, Juvenile Court
8420	Rehabilitation Services Coordinator
8434	Supervising Adult Probation Officer
8435	Division Director, Adult Probation
8436	Chief Adult Probation Officer
8438	Chief Deputy Adult Probation Officer
8446	Court Alternative Specialist I
8452	Criminal Justice Specialist II
8470	Executive Director, County Parole Commission
8484	Supervising Crime Prevention Worker
8516	Assistant Sheriff (SFERS)
8518	Undersheriff (SFERS)
8556	Chief District Attorney Investigator (SFERS)
8558	Principle District Attorney Investigator, Special Unit (SFERS)
8574	Assistant Director, Log Cabin Ranch (SFERS)
8576	Director, Log Cabin Ranch (SFERS)
8578	Assistant Director, Juvenile Hall (SFERS)
8580	Director, Juvenile Hall (SFERS)
8582	Assistant Chief Probation Officer, Juvenile Probation (SFERS)
8584	Director, Probation Services (SFERS)
8586	Chief Probation Officer, Juvenile Court (SFERS)
8588	Division Director, Adult Probation (SFERS)
8590	Chief Adult Probation Officer (SFERS)
8592	Chief Deputy Adult Probation Officer (SFERS)
9142	Transit Manager III
9143	Senior Operations Manager
9146	Manager, Accessible Services
9155	Claims Investigator
9156	Senior Claims Investigator
9157	Claims Adjuster

**CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM**

February 2014

CLASS	TITLE
9161	Asst. Chief, Bureau Of Claims Invest. & Administration
9184	Deputy General Manager, Dept. of Public Transportation
9204	Airport Communications Supervisor
9206	Airport Property Specialist I
9222	Airport Operations Coordinator
9230	Airport Custodial Services Supervisor
9232	Airport Mechanical Maintenance Supervisor
9247	Airport Emergency Planning Coordinator
9250	Airport Maintenance Supervisor
9251	Public Relations Manager
9254	Airport Communications Officer
9255	Airport Economic Planner
9258	Airport Assistant Deputy Director, Business And Finance
9331	Piledriver Engine Operator
9332	Piledriver Supervisor I
9342	Ornamental Iron Worker Supervisor I
9344	Roofer Supervisor I
9345	Sheet Metal Supervisor I
9346	Fusion Welder
9354	Elevator and Crane Technician
9355	Wharfinger I
9356	Wharfinger II
9360	Construction And Maintenance Supervisor II, Port
9363	Assistant Superintendent, Harbor Maintenance, Piers & Wharves
9364	General Superintendent of Harbor Maintenance
9375	Assistant Deputy Director, Port
9376	Market Research Specialists, Port
9377	Feasibility Analyst, Port
9380	Administrative Service Officer, Port
9382	Government And Public Affairs Manager, Port
9385	General Service Officer, Port Of San Francisco
9386	Senior Property Manager, Port
9393	Maritime Marketing Representative
9395	Property Manager, Port
9708	Employment & Training Specialist VI
9722	Specialist In Aging II
9724	Specialist In Aging III
9775	Senior Community Development Specialist II
9973	Athletics Activities Director Coordinator, SFUSD
9977	Parent & Community Involvement Coordinator, SFUSD
9987	Chief of Facilities, SFUSD
9994	Executive Director, Child Development Program, SFUSD
0922	Manager I
0923	Manager II



CLASSES PRE-APPROVED FOR THE POSITION-BASED-TESTING PROGRAM

February 2014

CLASS	TITLE
0931	Manager III
0932	Manager IV
0933	Manager V
0941	Manager VI
0942	Manager VII
0943	Manager VIII
0951	Deputy Director I
0952	Deputy Director II
0953	Deputy Director III
0954	Deputy Director IV
0955	Deputy Director V
0961	Department Head I
0962	Department Head II
0963	Department Head III
0964	Department Head IV
0965	Department Head V

Wednesday, May 14, 2014

Dear [REDACTED]

This is in response to your application for the Class 5306 Traffic Sign Manager examination.

The information that you provided on your application has been carefully reviewed, and it does not verify that you possess the minimum qualifications stipulated on the announcement. According to the examination announcement, the minimum qualifications required all applicants to possess the following at the time of applying:

1. Six (6) years of fulltime verifiable experience installing and maintaining traffic and street signs, other traffic control devices or equivalent work (i.e. street maintenance, parking meter installation/repair, etc.) of which three (3) years must be supervising such work

Note: A traffic control device is a sign, signal, marking, or other device used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or shared-use path by authority of a public agency having jurisdiction

Your application for Class 5306 Traffic Sign Manager is rejected for the following reason:

Does Not Meet The Minimum Qualifications

This decision may be reconsidered if you can provide verification showing that you possess the above noted minimum qualification(s) (qualifying experience) as indicated above by Close of Business Wednesday, May 21, 2014.

Experience must have been indicated on your submitted application for 5306 Traffic Sign Manager.

Verification may be submitted by one of the following methods:

- Fax to (415) 581-5120, ATTN: 5306 Traffic Sign Manager; or
- E-mail to Anna.Kaminska@sfmta.com, Subject: 5306 Traffic Sign Manager; or
- Hand-deliver to One South Van Ness Avenue, Sixth Floor (8am - 5pm, closed 12pm - 1pm); or
- Mail to One South Van Ness Avenue, Sixth Floor; ATTN: Merit unit - 5306 Traffic Sign Manager; San Francisco, CA 94103.

Verification of Experience: If insufficient experience is noted above, you must submit verification of qualifying work experience. Verification of work experience must be on the employer's letterhead; must show the name of the applicant; job title(s) and duties performed; dates of employment; types of employment (part-time/full-time); and must be signed by the employer. City employees will receive credit for the duties of the class to which they are appointed or assigned unless sufficient and credible documentation is provided to verify performance of other duties. Credit for experience obtained outside of the employee's class will be allowed only if recorded in accordance with the provisions of the Civil Service Commission Rules.

If self-employment is claimed as experience, evidence of earnings and duties comparable to those listed is required by submitting copies of income tax papers listing occupation and total earnings.

The verification documentation must be received no later than Close of Business on Wednesday, May 21, 2014 . (postmark not accepted). Civil Service Commission Rules for the City and County of San Francisco specify announcement, application and examination policies and procedures, including applicant appeal rights. They can be found on the Civil Service Commission website at <http://www.sfgov3.org/index.aspx?page=300>. Copies of specific rules can also be obtained at 1 South Van Ness, 4th Floor, San Francisco, CA 94103.

Failure to respond by the deadline will result in your disqualification from this examination process.

Thank you for your interest in this employment opportunity with the San Francisco Municipal Transportation Agency.

Anna Kaminska  
Personnel Analyst  
415.701-4441  
415.581.5120 (fax)

PBT-5306-900305

Tuesday, May 27, 2014

Dear [REDACTED]

RE: 5306 Examination

The additional information you provided in response to the rejection of your application for the Class 5306 Traffic Sign Manager Examination has been received. The Municipal Transportation Agency's Merit Unit has conducted a second review of your application along with the additional information.

As indicated on the job announcement, the minimum qualification is possession of a class C driver license AND six (6) years of fulltime verifiable experience installing and maintaining traffic and street signs, other traffic control devices or equivalent work (i.e. street maintenance, parking meter installation/repair, etc.) of which three (3) years must be supervising such work. One year full-time employment is equivalent to 2,000 hours. All applicants must meet the experience requirement as of the filing deadline of May 13, 2014.

Verification of work experience must be on the employer's letterhead; must show the name of the applicant; job title(s) and duties performed; dates of employment; types of employment (part-time/full time); and must be signed by the employer. Experience claimed in self-employment must be supported by documents verifying income, earnings, business license and experience comparable to the minimum qualifications of the position. Copies of income tax papers or other documents listing occupations and total earnings must be submitted.

You submitted the following:

1. An e-mail with a job duty description as a self-employed painting contractor.
2. EIN assignment letter from 2001.

The verification documentation you submitted does not confirm the following:

X Six (6) years of fulltime verifiable experience installing and maintaining traffic and street signs, other traffic control devices or equivalent work (i.e. street maintenance, parking meter installation/repair, etc.) of which three (3) years must be supervising such work.

Other reason(s):

X You did not submit the requested documents required for experience claimed in self-employment.

It has been determined that this additional information does not verify that you possess the experience required by the examination announcement. Therefore, your application remains not qualified for this examination and you will not continue in the examination process.

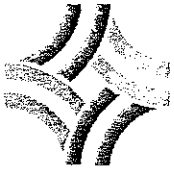
We empathize with your disappointment, but encourage you to continue to seek employment opportunities with the San Francisco Municipal Transportation Agency (SFMTA). Civil Service Commission Rules for the City and County of San Francisco specify announcement, application and examination policies and procedures, including applicant appeal rights. They can be found on the Civil Service Commission website at <http://www.sfgov3.org/index.aspx?page=300>. Copies of specific rules can also be obtained at the Department of Human Resources, 1 South Van Ness Avenue, 4th Floor, San Francisco, CA 94103. If you wish to challenge this decision, please submit your protest in writing to the Civil Service Commission Office by close of business on the fifth working day following the transmittal date of this electronic communication. Employment information is available at the SFMTA Job Hotline at (415) 701-5652. In addition, you can obtain employment information from our website at [www.sfmta.com/jobs](http://www.sfmta.com/jobs) or from the City and County of San Francisco website at [www.sfgov.org/dhr](http://www.sfgov.org/dhr).

We appreciate your interest in employment with this Department and wish you success in your career pursuits.

San Francisco Municipal Transportation Agency

Anna Kaminska  
Personnel Analyst

415.701.4441  
415.581.5120 (fax)  
PBT-5306-900305



June 18, 2014



RE: CSC Register No.0127-14-4: Appeal of the disqualification of application for class 5306 Traffic Sign Manager (PBT-5306-900305)

Dear

This is in response to your appeal to the Civil Service Commission regarding the rejection of your application for class 5306 Traffic Sign Manager. The appeal has been forwarded to the Director of Transportation for final review and response. The central issue to your appeal is that your experience as Painting Contractor (1998-2006) has not been considered qualifying. You also state in your appeal that you have been qualified for the examination for class 5303 Supervisor, Traffic and Street Signs in the last two years.

The minimum qualifications listed on the examination announcement for class 5306 Traffic Sign Manager stated:

1. Six (6) years of fulltime verifiable experience installing and maintaining, traffic and street signs, other traffic control devices or equivalent work (i.e. street maintenance, parking meter installation/repair, etc.) of which three (3) years must be supervising such work; AND
2. Possession of a class C driver license.

Note: A traffic control device is a sign, signal, marking, or other device used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or shared-use path by authority of a public agency having jurisdiction.

In your application for the 5306 Traffic Sign Manager examination, it is stated under your experience as a Painting Contractor "...my duties consisted of, but not limited to: Plan, coordinate, assign and manages, through subordinate supervisors, employees engaged in signage and curb painting and conducting related surveys and inspections in commercial and residential complexes." As you were informed earlier, this experience cannot be considered qualifying since it does not meet the definition of Traffic Control Device stated on the 5306 Traffic Sign Manager examination announcement.

Your statement that you were qualified for the 5303 Supervisor, Traffic and Street Signs examination in the last two years is accurate. The examination announcement for 5303 Supervisor, Traffic and Street Signs was issued on March 13, 2013. The minimum qualifications for this examination were different from those of the 5306 Traffic Sign Manager examination. Additionally, applicants for the 5303 Supervisor, Traffic and Street Signs examination were not required to provide verification of experience to demonstrate that they meet the minimum qualifications. In contrast, the examination announcement for the 5306 Traffic Sign Manager required applicants to provide verification of experience to demonstrate that they met the minimum qualifications. As you were notified in the email dated May 27, 2014, you did not submit documents to verify your self-employment as a Painting Contractor required by the announcement. In light of the above, your appeal cannot be granted.

I encourage you to apply for other promotive opportunities with the San Francisco Municipal Transportation Agency. You may contact Regina Tharayil at (415) 701-5040 if you have questions.

Sincerely,



Donald Ellison  
Director, Human resources

c: Derek Kim, SFMTA  
Clare Leung, SFMTA  
Jennifer Johnston, CSC







# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

## CIVIL SERVICE COMMISSION REPORT TRANSMITTAL (FORM 22MTA) Applicable to Municipal Transportation Agency Service-Critical Classes

Refer to Civil Service Commission Procedure for Staff - Submission of  
Written Reports MTA for Instructions on completing and processing this Form

1. Civil Service Commission Register Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
2. For Civil Service Commission Meeting of: August 18, 2014
3. Check One:           Ratification Agenda  
                                  Consent Agenda     X  
                                  Regular Agenda
4. Subject: Bi-Annual Summary of Future Employment Restrictions Placed by the SFMTA
5. Recommendation: Adopt report.
6. Report prepared by: Cherylynn Norona Telephone number: 415.701.5393
7. Notifications: **(Attach a list of the person(s) to be notified in the format described in IV. Commission Report Format -A**
8. Reviewed and approved for Civil Service Commission Agenda:  
Municipal Transportation Agency Director: *Donald E. Ellison*  
Donald E. Ellison, Director, Human Resources for  
Edward D. Reiskin, Director of Transportation

Date: August 7, 2014

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

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

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

<u>CSC RECEIPT STAMP</u>

Attachment



**SFMTA**  
 Municipal  
 Transportation  
 Agency

Edwin M. Lee, *Mayor*

Tom Nolan, *Chairman*

Gwyneth Borden, *Director*

Jerry Lee, *Director*

Cristina Rubke, *Director*

Edward D. Reiskin, *Director of Transportation*

Cheryl Brinkman, *Vice-Chairman*

Malcolm Heinicke, *Director*

Joel Ramos, *Director*

**MEMORANDUM**

**DATE:** August 7, 2014

**TO:** Civil Service Commission

**THROUGH:** Donald E. Ellison  
 Director, Human Resources

**FROM:** Cherylynn Norona  
 Personnel Analyst

**SUBJECT:** Bi-Annual Summary of Appealed Future Employment Restrictions Placed by the SFMTA

Attached for your review is a bi-annual summary report of future employment restrictions placed by the San Francisco Municipal Transportation Agency (SFMTA) for January 1, 2014 to June 30, 2014.

Total Number of Employees Dismissed	Number of SFMTA Future Employment Restrictions Appealed to the CSC	Number of appeals where restrictions were reduced or rescinded by the SFMTA	Number of appeals, where after restrictions were amended or the restrictions removed, were withdrawn or closed as administratively resolved
41	1	0	1

JOB CODE	LAST NAME	FIRST NAME	JOB TITLE	SEPARATION DATE	REASON	FUTURE EMPLOYMENT RESTRICTION NOTES
1			Electrical Transit System Mechanic	6/6/2014	Release from Probationary Appointment	No restrictions. Auto-reversion to former class, 7344 Stationary Engineer.
2			Transit Operator	1/2/2014	Unsatisfactory Resignation	Cancel any current examination and eligibility status; and no future employment with the SFMTA. CSC appeal denied. CSC imposed a restriction: Employee's future employment with the City & County of SF subject employee to submitting to the Human Resources Director proof of two years of satisfactory performance with another employer.
3			Transit Operator	2/10/2014	Release from Probationary Appointment	No restrictions.
4			Transit Supervisor	4/16/2014	Release from Exempt Appointment	No restriction. Returned to PCS 9163 Transit Operator.
5			Transit Operator	2/28/2014	Unsatisfactory Resignation	No future employment with SFMTA.
6			Clerk Typist	6/6/2014	Release from Probationary Appointment	No restrictions. Return to holdover roster for 1424 Clerk Typist.
7			Transit Operator	1/22/2014	Dismissal	No future employment with the SFMTA that requires a Class B or BP Driver's License.
8			Transit Supervisor	5/14/2014	Assaulted a passenger	No future employment with the City & County of SF.
9			Principal Parts Storekeeper	6/20/2014	Release from Provisional Appointment	No restrictions.
10			Transit Operator	7/30/2014	Release from Probationary Appointment	Cancel any current examination and eligibility status; future employment is subject to review and approval of the Human Resources Director after satisfactory completion of two years work experience outside the City and County service; and must participate in an appropriate substance abuse program and receive a release to work from a certified substance abuse professional for any safety-sensitive positions.
11			Clerk Typist	6/30/2014	Release from Probationary Appointment	No restrictions. Return to Holdover Roster/List.
12			Sr. Clerk	2/19/2014	Release from Probationary Appointment	No restrictions. Auto reversion to 9163 Transit Operator.
13			Transit Operator	6/14/2014	Release from Probationary Appointment	No restrictions.
14			Public Service Aide	2/21/2014	Release from Permanent Exempt Appointment	No restrictions.
15			Transit Car Cleaner	4/25/2014	Release from Probationary Appointment	No restrictions.
16			Transit Operator	4/12/2014	Release from Probationary Appointment	No restrictions.
17			Transit Operator	4/8/2014	Resignation	Cancel any current examination and eligibility status; and no future employment with SFMTA.
18			Parking Control Officer	1/17/2014	Release from Probationary Appointment	No restrictions.
19			Maintenance Machinist	5/1/2014	Release from Provisional Appointment	No restrictions.
20			Accountant IV	2/4/2014	Release from Probationary Appointment	No restrictions. Auto reversion to 1823 Sr. Administrative Analyst.
21			Transit Operator	6/27/2014	Release from Probationary Appointment	No restrictions.
22			Transit Operator	6/3/2014	Release from Probationary Appointment	No restrictions.
23			Train Controller	2/6/2014	Release from Probationary Appointment	No restrictions. Auto-reversion to former class, 9139 Transit Supervisor.
24			Transit Car Cleaner	12/8/2012	Dismissal	Update: Employee filed appeal to CSC in 2014. CSC upheld restriction: No future employment with the City & County of SF. Please note: This is not counted in the January 2014 - June 2014 total since it was reported in the January 2013 - June 2013 report.
25			Sr. Management Assistant	6/20/2014	Release from Probationary Appointment	No restrictions. Auto reversion to 1952 Purchaser.
26			Administrative Analyst	5/1/2014	Release from Probationary Appointment	No restrictions.

SFMTA Bi-Annual Summary Report: Future Employment Restrictions January 1, 2014-June 30, 2014

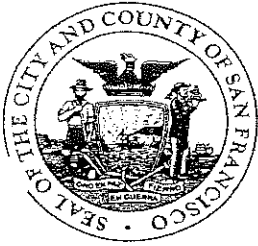
27	7410	Automotive Service Worker	12/16/2013 (backdated from 1/3/2014)	Unsatisfactory Resignation	Cancel any current examination and eligibility status; future employment is subject to review and approval of the Human Resources Director after satisfactory completion of two years work experience outside the City and County service; and must participate in an appropriate substance abuse program and receive a release to work from a certified substance abuse professional for any safety-sensitive positions.
28	8201	School Crossing Guard	6/6/2014	Release from Temporary Exempt. School-Term, Part Time	No restrictions.
29	1937	Supervising Parts Storekeeper	6/20/2014	Release from Provisional Appointment	No restrictions. Return to PCS 1935 Principal Parts Storekeeper.
30	7457	Sign Worker	2/14/2014	Release from Probationary Appointment	No restrictions.
31	8214	Parking Control Officer	2/14/2014	Release from Probationary Appointment	No restrictions.
32	9139	Transit Supervisor	4/21/2014	Dismissal	No restrictions. Employee allowed to retire - ORD eff. 6/1/2014.
33	9163	Transit Operator	6/25/2014	Release from Probationary Appointment	No restrictions.
34	9163	Transit Operator	5/3/2014	Release from Probationary Appointment	No restrictions.
35	7346	Painter	6/23/2014	Release from Exempt Appointment	No restrictions.
36	9163	Transit Operator	6/26/2014	Release from Probationary Appointment	No restrictions.
37	7514	General Laborer	7/1/2014	Dismissal	Cancel any current examination and eligibility status; future employment is subject to review and approval of the Human Resources Director after satisfactory completion of two years work experience outside the City and County service; and must participate in an appropriate substance abuse program and receive a release to work from a certified substance abuse professional for any safety-sensitive positions.
38	8214	Parking Control Officer	12/17/2013	Dismissal	Update: Employee filed appeal to CSC in 2014. CSC upheld restriction: No future employment with the City & County of SF. Please note: This is not counted in the January 2014 - June 2014 total since it was reported in the July 2013 - December 2013 report.
39	8214	Parking Control Officer	1/17/2014	Release from Probationary Appointment	No restrictions.
40	8201	School Crossing Guard	6/6/2014	Release from Temporary Exempt. School-Term, Part Time	No restrictions.
41	9163	Transit Operator	5/30/2014	Release from Probationary Appointment	No future employment with the SFMTA that requires a Class B or BP Driver's License.
42	9145	Traffic Signal Electrician	1/17/2014	Release from Probationary Appointment	No restrictions.
43	9174	Manager IV, MTA	6/29/2014	Release from Permanent Exempt Appointment	No restrictions. Returned to PSC 1314 Public Relations Officer.

Total employees dismissed in January 2014 - June 2014: 41

Number of MTA future employment restrictions that were appealed to the Commission: 1

Number of appeals that had restrictions reduced or rescinded: 0

Number of appeals, where after restrictions were amended or removed were withdrawn or closed as administratively resolved: 1



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

Amended

E. DENNIS NORMANDY  
PRESIDENT

Sent via Electronic Mail

DOUGLAS S. CHAN  
VICE PRESIDENT

August 13, 2014

KATE FAVETTI  
COMMISSIONER

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SCOTT R. HELDFOND  
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBER 40555-13/14.

GINA M. ROCCANOVA  
COMMISSIONER

The above matter will be considered by the Civil Service Commission at a meeting to be held on August 18, 2014 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

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

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

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

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

Attachment

Cc: Jacquie Hale, Department of Public Health  
Brenda Mendieta, Department of Public Health  
Leah Berlanga, SEIU Local 1021  
David Canham, SEIU Local 1021  
Joe Tanner, SEIU Local 1021  
Larry Bradshaw, SEIU Local 1021  
Commission File  
Commissioners' Binder  
Chron

THIS DOCUMENT IS PUBLIC RECORDS  
CALENDAR ITEM 132

**Johnston, Jennifer (CSC)**

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**From:** DHR-PSCCoordinator, DHR (HRD)  
**Sent:** Friday, August 08, 2014 2:17 PM  
**To:** Hale, Jacquie (DPH); Wong, Genie (POL)  
**Cc:** Johnston, Jennifer (CSC); Eng, Sandra (CSC)  
**Subject:** FW: PSC Civil Service Mtg.

Hi Jacquie and Genie,

Please see the email below from SEIU Local 1021 regarding your department's PSCs. Please follow up with the Union.

Thanks,

Brent Lewis  
Director of Finance and IT  
Department of Human Resources  
City and County of San Francisco  
(415) 557-4944

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

**From:** Leah Berlanga [<mailto:Leah.Berlanga@seiu1021.org>]  
**Sent:** Friday, August 08, 2014 2:12 PM  
**To:** DHR-PSCCoordinator, DHR (HRD); Johnston, Jennifer (CSC)  
**Cc:** David Canham; Emma Gerould; Larry Bradshaw; Diana Bello; Alberto Mejia; Jonathan Robles  
**Subject:** PSC Civil Service Mtg.

Dear Ms Johnston,

On behalf of SEIU Local 1021 we hereby object to the following PSC contracts and would like the opportunity to meet and confer over these proposals. PSC Contracts are as follow:

40555-13/14. Public Health \$41,000,000.00

47263-13/14. Public Health  
\$700,000.00

45864-13/14. Police  
\$150,000.00

Please contact the following Union Reps to schedule a mtg,  
DPH- Diana Bello or Alberto Mejia  
Police- Jon Robles

Thank you

Sent from my iPhone

**Posting for August 18, 2014**  
**Regular Proposed Personal Services Contract**

PSC No	Dept Description	Type of Approval	Amount	Description of Work	Date
40555-13/14	PUBLIC HEALTH	REGULAR	\$41,000,000.00	The contractor will provide fiscal intermediary services as needed for community health, planning, support and service projects related to the Safe Routes to School-San Francisco (SRTS-SF) project, which is funded through the California Department of Transportation (CalTrans) by a grant from Federal Highway Administration. The programs supported by the fiscal intermediary will include coordinating the education, encouragement, enforcement, engineering and evaluation of the SRTS-SF program at participating elementary schools in the San Francisco Unified School District to promote safe walking and biking to and from schools in San Francisco. The contractor will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects.	09/01/2014 - 08/31/2017
47263-13/14	PUBLIC HEALTH	REGULAR	\$700,000.00	Outpatient pharmacy services to patients of Special Programs for Youth (SPY) Clinics of the Community Health Network (CHN) who require prescription and over-the-counter medication as part of their treatment. Contractor will provide medication consulting and dispensing functions, as well as medication re-packaging services to SPY programs.	07/01/2014 - 06/30/2019
45864-13/14	POLICE	REGULAR	\$150,000.00	The San Francisco Police Department (SFPD) has a demand for forensic analysis of evidence stemming from criminal investigations. Presently, the demand for analysis exceeds the capacity of the SFPD Crime Lab. Labs across the United States have had great success in improving turnaround times and keeping up with demand by implementing Lean Six Sigma principles. A vendor specializing in Lean Six Sigma training and implementation for crime labs is needed to conduct a project to process mapping of the current forensic Deoxyribonucleic Acid (DNA) process from receipt of evidence to analysis and reporting, provide measurable data to evaluate current productivity, identify "bottlenecks", make recommendations, create a plan, and assist in the implementation of the improvements adopted by the SFPD Crime Lab Forensic Biology Section. A Lean Six Sigma (LSS) method is preferred and training of five staff members in this methodology is requested to ensure the lab can adapt to future staffing and protocol changes.	10/01/2014 - 12/31/2015

Total Modified Amount: \$41,850,000.00

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH – DPH Dept. Code: DPH

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

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

Type of Service: intermittent as-needed fiscal management and support for Safe Route to School San Francisco Pr

Funding Source: Federal Highway Admin. Grant PSC Duration: 3 years
PSC Amount: \$1,778,820 PSC Est. Start Date: 09/01/2014 PSC Est. End Date: 08/31/2017

1. Description of Work

A. Scope of Work:

The contractor will provide fiscal intermediary services as needed for community health, planning, support and service projects related to the Safe Routes to School-San Francisco (SRTS-SF) project, which is funded through the California Department of Transportation (CalTrans) by a grant from Federal Highway Administration. The programs supported by the fiscal intermediary will include coordinating the education, encouragement, enforcement, engineering and evaluation of the SRTS-SF program at participating elementary schools in the San Francisco Unified School District to promote safe walking and biking to and from schools in San Francisco. The contractor will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects.

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

Thirty years ago, 5% of children between the ages of 6 and 11 in California were considered to be overweight or obese when 60% of children living within a 2-mile radius of a school walked or bicycled to school. Today, over 75% of children are either driven to and from school in vehicles or school bus, and obesity has climbed to 20%. These statistics point to a rise in preventable childhood diseases, worsening air quality and congestion around schools, and missed opportunities for children to grow into self-reliant, independent adults. Safe Routes to School Programs, funded by the California Department of Transportation (CalTrans) are intended to reverse these trends by promoting safe and active...(please see attached)

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.
2000-07/08

D. Will the contract(s) be renewed? Only if funding is available.

2. Union Notification: On 05/09/2014, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40555 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/18/2014



3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The ability to work with diverse community-based individuals and organizations. Expertise in fiscal management and the ability to manage several small providers performing a variety of the program's services.

B. Which, if any, civil service class(es) normally perform(s) this work?  
2913,2915,2917,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The fiscal intermediary services needed for the Safe Routes to School-San Francisco program will be provided intermittently and as needed. (The civil service classifications listed are examples only of classifications with similar duties.)

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

No, as funding is project-specific and the work needed is intermittent. The project, funding and contract will be managed by Civil Service staff.)

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

YES    NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 07/29/2014 BY:

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

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [jacque.hale@sfdph.org](mailto:jacque.hale@sfdph.org)  
**To:** [Hale, Jacquie \(DPH\); david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; brenda\\_mendieta@sfdph.org; Isen, Richard \(TIS\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Hale, Jacquie (DPH); david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; brenda_mendieta@sfdph.org; Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40555 - 13/14  
**Date:** Friday, May 09, 2014 4:23:57 PM

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RECEIPT for Union Notification for PSC 40555 - 13/14 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 40555 - 13/14 for \$1,778,820 for Initial Request services for the period 09/01/2014 – 08/31/2017. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/1874> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you

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

Attachment #1 -

PERSONAL SERVICES CONTRACT SUMMARY. (Continued) 40555-13/15

- i. B. Thirty years ago, 5% of children between the ages of 6 and 11 in California were considered to be overweight or obese when 60% of children living within a 2-mile radius of a school walked or bicycled to school. Today, over 75% of children are either driven to and from school in vehicles or school bus, and obesity has climbed to 20%. These statistics point to a rise in preventable childhood diseases, worsening air quality and congestion around schools, and missed opportunities for children to grow into self-reliant, independent adults. Safe Routes to School Programs, funded by the California Department of Transportation (Caltrans) are intended to reverse these trends by promoting safe and active walking and bicycling in local communities. In order to achieve these goals, the county is collaboratively working with the only community organizations specifically trained to deliver youth and family walking and biking programs. Denial will result in the inability of the Department to accomplish this vital community health project and may result in losing the funding.





CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

Amended

E. DENNIS NORMANDY  
PRESIDENT

Sent via Electronic Mail

August 13, 2014

DOUGLAS S. CHAN  
VICE PRESIDENT

KATE FAVETTI  
COMMISSIONER

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SCOTT R. HELDFOND  
COMMISSIONER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBER 47263-13/14.**

GINA M. ROCCANOVA  
COMMISSIONER

The above matter will be considered by the Civil Service Commission at a meeting to be held on **August 18, 2014** at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

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

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

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

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

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

Attachment

- Cc: Jacquie Hale, Department of Public Health
- Leah Berlanga, SEIU Local 1021
- David Canham, SEIU Local 1021
- Joe Tanner, SEIU Local 1021
- Tiya Thlang, SEIU Local 1021
- Larry Bradshaw, SEIU Local 1021
- Commission File
- Commissioners' Binder
- Chron

THIS DOCUMENT SUPPORTS  
CALENDAR ITEM 10



**Johnston, Jennifer (CSC)**

---

**From:** DHR-PSCCoordinator, DHR (HRD)  
**Sent:** Friday, August 08, 2014 2:17 PM  
**To:** Hale, Jacquie (DPH); Wong, Genie (POL)  
**Cc:** Johnston, Jennifer (CSC); Eng, Sandra (CSC)  
**Subject:** FW: PSC Civil Service Mtg.

Hi Jacquie and Genie,

Please see the email below from SEIU Local 1021 regarding your department's PSCs. Please follow up with the Union.

Thanks,

Brent Lewis  
Director of Finance and IT  
Department of Human Resources  
City and County of San Francisco  
(415) 557-4944

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

From: Leah Berlanga [<mailto:Leah.Berlanga@seiu1021.org>]  
Sent: Friday, August 08, 2014 2:12 PM  
To: DHR-PSCCoordinator, DHR (HRD); Johnston, Jennifer (CSC)  
Cc: David Canham; Emma Gerould; Larry Bradshaw; Diana Bello; Alberto Mejia; Jonathan Robles  
Subject: PSC Civil Service Mtg.

Dear Ms Johnston,

On behalf of SEIU Local 1021 we hereby object to the following PSC contracts and would like the opportunity to meet and confer over these proposals. PSC Contracts are as follow:

40555-13/14. Public Health \$41,000,000.00

47263-13/14. Public Health  
\$700,000.00

45864-13/14. Police  
\$150,000.00

Please contact the following Union Reps to schedule a mtg,  
DPH- Diana Bello or Alberto Mejia  
Police- Jon Robles

Thank you

Sent from my iPhone





**Posting for August 18, 2014**  
**Regular Proposed Personal Services Contract**

PSC No	Dept Description	Type of Approval	Amount	Description of Work	Date
40555-13/14	PUBLIC HEALTH	REGULAR	\$41,000,000.00	The contractor will provide fiscal intermediary services as needed for community health, planning, support and service projects related to the Safe Routes to School-San Francisco (SRTS-SF) project, which is funded through the California Department of Transportation (CalTrans) by a grant from Federal Highway Administration. The programs supported by the fiscal intermediary will include coordinating the education, encouragement, enforcement, engineering and evaluation of the SRTS-SF program at participating elementary schools in the San Francisco Unified School District to promote safe walking and biking to and from schools in San Francisco. The contractor will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects.	09/01/2014 - 08/31/2017
47263-13/14	PUBLIC HEALTH	REGULAR	\$700,000.00	Outpatient pharmacy services to patients of Special Programs for Youth (SPY) Clinics of the Community Health Network (CHN) who require prescription and over-the-counter medication as part of their treatment. Contractor will provide medication consulting and dispensing functions, as well as medication re-packaging services to SPY programs.	07/01/2014 - 06/30/2019
45864-13/14	POLICE	REGULAR	\$150,000.00	The San Francisco Police Department (SFPD) has a demand for forensic analysis of evidence stemming from criminal investigations. Presently, the demand for analysis exceeds the capacity of the SFPD Crime Lab. Labs across the United States have had great success in improving turnaround times and keeping up with demand by implementing Lean Six Sigma principles. A vendor specializing in Lean Six Sigma training and implementation for crime labs is needed to conduct a project to process mapping of the current forensic Deoxyribonucleic Acid (DNA) process from receipt of evidence to analysis and reporting, provide measurable data to evaluate current productivity, identify "bottlenecks", make recommendations, create a plan, and assist in the implementation of the improvements adopted by the SFPD Crime Lab Forensic Biology Section. A Lean Six Sigma (LSS) method is preferred and training of five staff members in this methodology is requested to ensure the lab can adapt to future staffing and protocol changes.	10/01/2014 - 12/31/2015

**Total Modified Amount: \$41,850,000.00**

**Total Modified Amount:**



Attachment #1 -

PERSONAL SERVICES CONTRACT SUMMARY. (Continued) 40555-13/15

- I. B. Thirty years ago, 5% of children between the ages of 6 and 11 in California were considered to be overweight or obese when 60% of children living within a 2-mile radius of a school walked or bicycled to school. Today, over 75% of children are either driven to and from school in vehicles or school bus, and obesity has climbed to 20%. These statistics point to a rise in preventable childhood diseases, worsening air quality and congestion around schools, and missed opportunities for children to grow into self-reliant, independent adults. Safe Routes to School Programs, funded by the California Department of Transportation (Caltrans) are intended to reverse these trends by promoting safe and active walking and bicycling in local communities. In order to achieve these goals, the county is collaboratively working with the only community organizations specifically trained to deliver youth and family walking and biking programs. Denial will result in the inability of the Department to accomplish this vital community health project and may result in losing the funding.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH – DPH Dept. Code: DPH

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

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

Type of Service: Outpatient Pharmacy Services at the Special Program for Youth (SPY) Clinic at the Youth Guidan

Funding Source: General Fund, State and Federal PSC Duration: 5 years
PSC Amount: \$700,000 PSC Est. Start Date: 07/01/2014 PSC Est. End Date: 06/30/2019

1. Description of Work

A. Scope of Work:

Outpatient pharmacy services to patients of Special Programs for Youth (SPY) Clinics of the Community Health Network (CHN) who require prescription and over-the-counter medication as part of their treatment. Contractor will provide medication consulting and dispensing functions, as well as medication re-packaging services to SPY programs.

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

Denial of services would result in illness, crisis and decreased quality of life. Failure to treat clients adequately may also expose the City to lawsuits and disallowance of funds by the State for failing to expand funds within State legislative guidelines.

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.
2010-08/09

D. Will the contract(s) be renewed? Yes, if funding is available.

2. Union Notification: On 03/22/2014, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47263 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/18/2014

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

A. Specify required skills and/or expertise:

Contractor must have licensed staff to capable of providing the described services on-call 24/7, in accordance with State and Federal Laws.

B. Which, if any, civil service class(es) normally perform(s) this work?  
2409,2450,

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:

Services are needed intermittently, on-call 24/7, as needed by youth at YGC, and are less than a FTE

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

No, there are already classifications performing this work at other locations on a full time basis (e.g., San Francisco General Hospital).

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

**YES NO**

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 05/21/2014 BY:

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

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [jacquie.hale@sfdph.org](mailto:jacquie.hale@sfdph.org)  
**To:** [jacquie.hale@sfdph.org](mailto:jacquie.hale@sfdph.org); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net); [tiva.thlang@seiu1021.org](mailto:tiva.thlang@seiu1021.org); [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org); [richard.isen@sfgov.org](mailto:richard.isen@sfgov.org); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47263 - 13/14  
**Date:** Saturday, March 22, 2014 9:04:00 AM

---

RECEIPT for Union Notification for PSC 47263 - 13/14 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 47263 - 13/14 for \$700,000 for Initial Request services for the period 07/01/2014 – 06/30/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/1730> For union notification, please see the

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



City and County of San Francisco

## San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: March 22, 2014

TO: The Honorable Members of the Civil Service Commission

THROUGH: Jennifer Johnston, Executive Officer, Civil Service Commission

THROUGH: Leorah Dang, PSC Coordinator, Department of Human Resources

FROM: Jacquie Hale, Director, DPH Office of Contracts Management and Compliance

RE: PSC 47263-13/14, Outpatient Pharmacy Services at the Special Programs for Youth (SPY) Clinic at the Youth Guidance Center (YGC)

Approval for the above-referenced PSC is requested for five years or more as the Department expects the need for these services to continue and funding to be available (the program is funded through a combination of General Funds and State and Federal monies, including Medi-Cal).

Under this contract, St. Mary's Prescription Pharmacy (or other similar providers if they are needed in the future) will provide pharmacy services on-site as part of DPH's Special Programs for Youth (SPY) Clinics at the Youth Guidance Center.

While the services are as-needed and intermittent, a continued need for these services for youth at YGC is expected to continue, as they will continue to need any prescriptions they normally take as well as any other prescriptions provided as part of their care by DPH while they are at YGC.

Please let me know if you need any further information.

Thank you for your time and consideration.

---

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555

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

---



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

DONALD A. CASPER  
PRESIDENT

MORGAN R. GORRONO  
VICE PRESIDENT

JOY Y. BOATWRIGHT  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

E. DENNIS NORMANDY  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

April 27, 2009

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 1015-08/09; 2010-  
08/09 THROUGH 2011-08/09; 4130-08/09 THROUGH 4134-08/09.**

At its meeting of April 20, 2009 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.*

It was the decision of the Commission to adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

### Attachment

c: Cynthia Avakian, Airport Commission  
Micki Callahan, Human Resources Director  
Jacquie Hale, Department of Public Health  
Kan Htun, Arts Commission  
Jennifer Johnston, Department of Human Resources  
Mary Ng, Department of Human Resources  
Brigitte Rockett, Department of Human Resources  
Commission File  
Chron



POSTING FOR  
April 20, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
1015-08/09	28	Arts Commission	Annual	\$1,737,925.00	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 68th year for Summer POPS concerts.	31-Mar-10
2010-08/09	81	Department of Public Health	Continuing	\$28,000,000.00	Will provide Pharmacy Benefits Management (PBM) services for DPH Community Behavioral Health Services (CBHS) clients by maintaining a network of pharmacies in San Francisco.	30-Jun-14
2011-08/09	81	Department of Public Health	Continuing	\$51,000,000.00	Will provide fiscal intermediary services for DPH's Community Behavioral Health Services (CBHS) Private Provider Network (PPN) to enable emergency or urgent out-of-county services required under the San Francisco Mental Health Plan.	30-Jun-12
2012-08/09	81	Department of Public Health	Continuing	\$247,200,000.00	Will provide an array of community based health and behavioral health services, including primary care, mental health, substance abuse treatment, managed care, maternal child and health, prevention, and community program services.	31-Dec-10
4130-08/09	27	Airport Commission	Regular	\$6,000,000.00	Will establish pool of overseas representation partners with on-the ground representation overseas to promote Airport and San Francisco at international trade & tourism exhibitions worldwide.	30-Jun-14
4131-08/09	81	Department of Public Health	Regular	\$750,000.00	Will provide approximately 350 to 360 hours of ophthalmology services per year to patients of Laguna Honda Hospital.	30-Jun-18
4132-08/09	81	Department of Public Health	Regular	\$1,200,000.00	Will provide the Department of Public Health on-line access to commercially available consumer credit reports for potential patients and clients of the Department of Public Health.	31-Dec-13
4133-08/09	81	Department of Public Health	Regular	\$800,000.00	Will provide on-site, comprehensive dental service program for the residents of Laguna Honda Hospital (LHH).	30-Jun-14
4134-08/09	81	Department of Public Health	Regular	\$1,650,000.00	Will provide portable radiology services for Tuberculosis control on an as-needed basis for the inmates of the City and County of San Francisco jail system, homeless individuals, and residents of Single Occupancy Residential (SRO) Hotels in San Francisco.	31-Dec-19

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 3/25/09

DEPARTMENT NAME: DEPARTMENT OF PUBLIC HEALTH

DEPARTMENT NUMBER: 81 & 82

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

[X] CONTINUING [ ] ANNUAL

TYPE OF REQUEST:

[X] INITIAL REQUEST [ ] MODIFICATION PSC #

TYPE OF SERVICE: Behavioral health services: Pharmacy Benefits Management Services

FUNDING SOURCE: General Fund, State and Federal Funds (including MediCal), Grant Funds

Original PSC AMOUNT: \$5.2 million per year; PSC DURATION: 7/1/09-6/30/14
\$26 million total for five years

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Contractor will provide Pharmacy Benefits Management (PBM) services for DPH Community Behavioral Health Services (CBHS) clients by maintaining a network of pharmacies in San Francisco, electronically screening prescriptions for eligibility, processing payments for prescriptions written by CBHS-authorized prescribers for covered medications, and providing fiscal intermediary services for Patient Assistance Programs (PAP) operator(s). CBHS offers a wide range of services to all ages through a combination of County clinics and contracts with private community-based organizations, serving approximately 22,000 clients who need nearly 50,000 prescriptions each year. Prescriptions must be filled through at least 50 independent and chain retail pharmacies located throughout the City (no mail orders) which are appropriately accessible to clients, including meeting the needs of San Francisco's culturally diverse patient populations with linguistic capabilities in at least 5 specific non-English languages (Cantonese, Mandarin, Russian, Spanish, and Vietnamese). Services also include 24/7 online, point-of-service electronic claims adjudication, as well as tracking of co-payments and unmet MediCal share of cost, and utilizing electronic interfaces with existing and planned CBHS client information systems.

B. Explain why this service is necessary and the consequence of denial: CBHS programs cover necessary behavioral health services for San Francisco County residents of all ages who have no other financial resources. CBHS is the payer of last resort when it is determined that the client being served does not qualify for the many other programs sponsored by government agencies (e.g., MediCal, Medicare, Healthy Families, etc.). Medication is often an integral part of mental health treatment services, and removing barriers to medication adherence is a major component in making medication treatment effective. Providing point-of-service adjudication at pharmacies where clients can access them easily in their first language is vital to medication access and adherence. Failure to provide such services would result in increased lack of medication adherence, increased severity of mental illness crises, and decreased quality of life. Failure to treat clients adequately may also expose the City to lawsuits and disallowance of funds by the State for failing to expend funds within State legislative guidelines.

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 were previously approved under PSC 2013-04/05 (mental health and substance abuse services).

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

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

[X] SEIU Local 1021 Jacquie Hale MAR 25 2009
Union Name Signature of person mailing/faxing form Date
RFP sent to Union Name, on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2010-08/09
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION: April 20, 2009

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Provider must have a network of at least 50 independent and chain retail pharmacies in San Francisco, including at least 10 which are geographically dispersed throughout the county which provide service seven days per week, three which provide 24-hours per day service, and three which provide delivery service. Each pharmacy must possess and maintain a valid State of California Pharmacy Permit and be an authorized State MediCal provider. The network must be capable of meeting the needs of a culturally diverse patient population, including pharmacies with staff who have linguistic capabilities in Cantonese, English, Mandarin, Spanish, Russian and Vietnamese. Network pharmacies must accept payment according to stated fees and maximum allowable costs, including observation of any existing price ceiling currently in the MediCal formulary.

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

Due to the nature of the services required, no civil service class normally performs this work, as the City does not have a network of accessible pharmacies available in the community and throughout the City. Typical classes which might perform this work would include 2450 Pharmacist, 2454 Clinical Pharmacist (SEIU Local 1021).

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

Yes. Contractor will have an established pharmacy network (please see question 3 above), and services must be provided through an accessible network of participating retail pharmacies in the community.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

DPH already utilizes applicable civil service classes to provide pharmacy services at SFGH and directly at CBHS offices. However, this capacity is severely limited in comparison to the need. Creation of a comparable pharmacy benefits management system would be impractical at this time. Providing services at retail pharmacies utilizes existing resources in the community which are familiar to clients and also plays a part in removing some of the stigma frequently associated with mental illness.

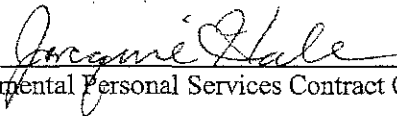
B. Would it be practical to adopt a new civil service class to perform this work? Explain.

The City currently has Civil Service classifications that are used to provide a portion of these services.

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

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

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

  
 \_\_\_\_\_  
 Signature of Departmental Personal Services Contract Coordinator

JH **Jacquie Hale** (415) 554-2609  
 \_\_\_\_\_  
 Print or Type Name Telephone Number

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POL Dept. Code: POL

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

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

Type of Service: Lean Six Sigma Training and Implementation

Funding Source: National Institute of Justice PSC Duration: 1 year 13 weeks

PSC Amount: \$150,000 PSC Est. Start Date: 10/01/2014 PSC Est. End Date: 12/31/2015

1. Description of Work

A. Scope of Work:

The San Francisco Police Department (SFPD) has a demand for forensic analysis of evidence stemming from criminal investigations. Presently, the demand for analysis exceeds the capacity of the SFPD Crime Lab. Labs across the United States have had great success in improving turnaround times and keeping up with demand by implementing Lean Six Sigma principles. A vendor specializing in Lean Six Sigma training and implementation for crime labs is needed to conduct a project to process mapping of the current forensic Deoxyribonucleic Acid (DNA) process from receipt of evidence to analysis and reporting, provide measurable data to evaluate current productivity, identify "bottlenecks", make recommendations, create a plan, and assist in the implementation of the improvements adopted by the SFPD Crime Lab Forensic Biology Section. A Lean Six Sigma (LSS) method is preferred and training of five staff members in this methodology is requested to ensure the lab can adapt to future staffing and protocol changes.

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

This service is necessary to ensure the SFPD Crime Lab can meet the ever increasing demand for DNA testing in a timely manner with the future goal of eliminating outsourcing of work. The consequences of denial are continued lengthy case turnaround times and reliance on outside vendors to work on submitted cases.

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

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

2. Union Notification: On 06/18/2014, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21, Municipal Executive Association,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

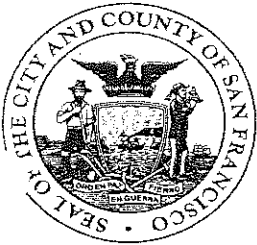
PSC# 45864 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/18/2014



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

Amended

E. DENNIS NORMANDY  
PRESIDENT

Sent via Electronic Mail

August 13, 2014

DOUGLAS S. CHAN  
VICE PRESIDENT

KATE FAVETTI  
COMMISSIONER

## NOTICE OF CIVIL SERVICE COMMISSION MEETING

SCOTT R. HELDFOND  
COMMISSIONER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBER 45864-13/14.**

GINA M. ROCCANOVA  
COMMISSIONER

The above matter will be considered by the Civil Service Commission at a meeting to be held on August 18, 2014 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

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

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

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

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

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

Attachment

Cc: Genie Wong, Police Department  
Leah Berlanga, SEIU Local 1021  
Jonathan Robles, SEIU Local 1021  
Bob Britton, IFPTE Local 21  
[L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[camaguey@sfmea.com](mailto:camaguey@sfmea.com)  
Commission File  
Commissioners' Binder  
Chron

THIS DOCUMENT IS PUBLIC  
CALENDAR ITEM 14



**Johnston, Jennifer (CSC)**

---

**From:** Wong, Genie (POL)  
**Sent:** Wednesday, August 13, 2014 1:53 PM  
**To:** Leah.Berfanga@seiu.org; Jonathan.Robles@seiu.org; David.Canham@seiu.org; Emma.Gerould@seiu.org; Larry.Bradshaw@seiu.org; Diana.Bello@seiu.org; Alberto.Mejia@seiu.org  
**Cc:** Gannon, Maureen (POL); Lang, Dana (POL); Chiu, Katherine (POL); Johnston, Jennifer (CSC); Eng, Sandra (CSC); Mark.Powell@sfgov.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** PSC #45864-13/14  
**Attachments:** PSC1 Lean Six Sigma Training and Implementation.pdf; RFP - Lean Six Sigma Implementation.pdf

Hi Leah:

I have not had any success reaching Jon regarding PSC 45864-13/14 by telephone (voice mail) on 8/11/14 or email on 8/12/14. Maureen Gannon, SFPD CFO, left him a second message.

We submitted PSC 45864-13/14 (attached) to Local 21 and MEA for review on June 18, 2014 because they represent the classifications (8262 Criminalist III and 0933 Manager V) that could perform the specialized Lean Six Sigma work of training Crime Lab staff and managers. When we did not hear from either Local 21 or MEA after 30 days, we notified DHR on July 22, 2014 through the PSC database.

We are not aware of any classifications Local 1021 represents that could perform the specialized Lean Six Sigma Training and Implementation at the SFPD Crime Lab. The Request for Proposal is attached for you to review the scope of work (on page 4) that needs to be performed.

Please let us know what your protest concerns are. We hope to address them before the Civil Service Commission meeting this coming Monday, August 18, 2014. I look forward to hearing from you or Jon soon. Thank you.

Regards,

Genie Wong  
Senior Administrative Analyst  
Fiscal Division  
San Francisco Police Department  
850 Bryant Street, #511  
San Francisco, CA 94103  
(415) 553-1736  
[Genie.Wong@sfgov.org](mailto:Genie.Wong@sfgov.org)

---

**From:** Wong, Genie (POL)  
**Sent:** Tuesday, August 12, 2014 9:02 AM  
**To:** [Jonathan.Robles@seiu.org](mailto:Jonathan.Robles@seiu.org); [Jon.Robles@seiu.org](mailto:Jon.Robles@seiu.org)  
**Subject:** FW: PSC Civil Service Mtg.

Hi Jon:

I left you a voice mail yesterday. Please review the RFP which describes the contract we are advertising. We notified Local 21 and MEA because they represent the Criminalist and managerial classifications that could perform the contractor's work.

Regards,

Genie Wong  
Senior Administrative Analyst  
Fiscal Division  
San Francisco Police Department  
850 Bryant Street, #511  
San Francisco, CA 94103  
(415) 553-1736  
[Genie.Wong@sfgov.org](mailto:Genie.Wong@sfgov.org)

---

From: DHR-PSCCoordinator, DHR (HRD)  
Sent: Friday, August 8, 2014 2:17 PM  
To: Hale, Jacquie (DPH); Wong, Genie (POL)  
Cc: Johnston, Jennifer (CSC); Eng, Sandra (CSC)  
Subject: FW: PSC Civil Service Mtg.

Hi Jacquie and Genie,

Please see the email below from SEIU Local 1021 regarding your department's PSCs. Please follow up with the Union.

Thanks,

Brent Lewis  
Director of Finance and IT  
Department of Human Resources  
City and County of San Francisco  
(415) 557-4944

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

From: Leah Berlanga [<mailto:Leah.Berlanga@seiu1021.org>]  
Sent: Friday, August 08, 2014 2:12 PM  
To: DHR-PSCCoordinator, DHR (HRD); Johnston, Jennifer (CSC)  
Cc: David Canham; Emma Gerould; Larry Bradshaw; Diana Bello; Alberto Mejia; Jonathan Robles  
Subject: PSC Civil Service Mtg.

Dear Ms Johnston,

On behalf of SEIU Local 1021 we hereby object to the following PSC contracts and would like the opportunity to meet and confer over these proposals. PSC Contracts are as follow:

40555-13/14. Public Health \$41,000,000.00

47263-13/14. Public Health  
\$700,000.00

45864-13/14. Police  
\$150,000.00

Please contact the following Union Reps to schedule a mtg,  
DPH- Diana Bello or Alberto Mejia  
Police- Jon Robles

Thank you

Sent from my iPhone



**Johnston, Jennifer (CSC)**

---

**From:** Wong, Genie (POL)  
**Sent:** Wednesday, August 13, 2014 12:53 PM  
**To:** Eng, Sandra (CSC); Johnston, Jennifer (CSC)  
**Subject:** FW: PSC Civil Service Mtg.  
**Attachments:** RFP - Lean Six Sigma Implementation.pdf

Hi Sandra and Jennifer:

Below is the email from SEIU.

Regards,

Genie Wong  
Senior Administrative Analyst  
Fiscal Division  
San Francisco Police Department  
850 Bryant Street, #511  
San Francisco, CA 94103  
(415) 553-1736  
[Genie.Wong@sfgov.org](mailto:Genie.Wong@sfgov.org)

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**Subject:** FW: PSC Civil Service Mtg.

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Thanks,

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Director of Finance and IT  
Department of Human Resources  
City and County of San Francisco  
(415) 557-4944

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Sent: Friday, August 08, 2014 2:12 PM  
To: DHR-PSCCoordinator, DHR (HRD); Johnston, Jennifer (CSC)  
Cc: David Canham; Emma Gerould; Larry Bradshaw; Diana Bello; Alberto Mejia; Jonathan Robles  
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\$150,000.00

Please contact the following Union Reps to schedule a mtg,  
DPH- Diana Bello or Alberto Mejia  
Police- Jon Robles

Thank you

Sent from my iPhone

**City and County of San Francisco**

**Request for Proposals for**

**Lean Six Sigma Training and Implementation**

**RFP #SFPD 2014-03**



**Date issued:**  
**Proposals due:**

**August 5, 2014**  
**September 2, 2014, 2:00 p.m., PST**

Request for Proposals for  
**Lean Six Sigma Training and Implementation**

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VI. Terms and Conditions for Receipt of Proposals.....	5
VII. Contract Requirements .....	9
VIII. Protest Procedures .....	11

**Appendices:**

- A. CMD Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts, for contacts \$50,000 and over document (separate document).  
Proposers must submit the following forms:
  - Form 2A CMD Contract Participation form
  - Form 3 CMD Non-discrimination Affidavit
  - Form 5 CMD Employment form
  
- B. Standard Forms: Listing and Internet addresses of Forms related to B-1 Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.
  
- C. Agreement for Professional Services (form P-500) separate document
  
- D. Contract Provisions for Federal Grants

## Request for Proposals for Lean Six Sigma Training and Implementation

### I. Introduction and Schedule

#### A. Introduction

San Francisco is the fourth largest city in California. In Fiscal Year 2014-2015, the San Francisco Police Department (SFPD) has a budget of \$529,979,638 with \$75,628,114 allocated for investigations and a workforce with 2,262 sworn officer positions and 505 civilian positions.

The SFPD has a demand for forensic analysis of evidence stemming from criminal investigations. Presently, the demand for analysis exceeds the capacity of the SFPD Crime Lab. Labs across the United States have had great success in improving turnaround times and keeping up with demand by implementing Lean Six Sigma principles. The SFPD intends to contract with a vendor with demonstrated successful experience in training staff and implementing Lean Six Sigma principles at crime labs.

Proposers must have experience working with municipalities (or similar government agencies) in providing training and implementation of Lean Six Sigma in forensic laboratories. The selected contractor will work with the SFPD Crime Lab personnel, specifically the DNA Technical Lead (or designee) and four other team members of the Forensic Services Division.

Terms and abbreviations used throughout this RFP include:

- SFPD or Department – San Francisco Police Department
- Contractor – The Proposer who is awarded a contract for services under this RFP.
- Crime Lab – The San Francisco Police Department Crime Lab, part of the Forensic Services Division of the Office of Administration. This lab supports the Department and criminal justice system through the “efficient and reliable evaluation, analysis and comparison of physical evidence.”
- Lean - is a production practice that considers the expenditure of resources for any goal other than the creation of value for the end customer to be wasteful, and thus a target for elimination.
- Six Sigma – seeks to improve the quality of process outputs by identifying and removing the causes of defects (errors) and minimizing variability in manufacturing and business processes. It uses a set of quality management methods, including statistical methods, and creates a special infrastructure of people within the organization ("Champions", "Black Belts", "Green Belts", "Yellow Belts", etc.) who are experts in the methods.
- Lean Six Sigma - is a managerial concept combining Lean and Six Sigma that results in the elimination of the eight kinds of wastes / muda (classified as Defects, Overproduction, Waiting, Non-Utilized Talent, Transportation, Inventory, Motion, Extra-Processing) and an improved capability of performance.
- DNA – Deoxyribonucleic Acid.
- DNA Technical Lead – The assigned SFPD officer or criminalist responsible for facilitating the backlog with the contractor(s).
- Local Business Enterprise (LBE) – A business that is certified as an LBE under Admin Code §14B.3. LBEs may be Small-LBEs, Micro-LBEs, or SBA-LBEs.
- Proposer – Any entity submitting a response to this Request for Proposal (RFP).

RFP for Lean Six Sigma Training and Implementation

The Contract shall have an original term of five months and the SFPD anticipates a budget of not more than \$150,000 for that period. Additional time could be available if federal grant funder allows extension.

**B. Schedule**

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	August 5, 2014
Deadline for submission of written questions or requests for clarification	August 19, 2014
Final Answers to Questions on-line	August 26, 2014
Proposals due	September 2, 2014, 2:00 p.m. PST

**II. Scope of Work**

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

The following are work tasks assumed necessary to provide training to SFPD Crime Lab staff members on Lean Six Sigma and to work with the lab to implement Lean Six Sigma principles.

**A. Staff Training** – To ensure effective implementation of Lean Six Sigma, SFPD staff members will be certified as Lean Six Sigma Green Belts by vendor. The Proposer will provide in depth study of the methodologies and tools needed to implement Lean Six Sigma.

**B. Lean Six Sigma Implementation** – Implementation will follow a specific process known as DMAIC (Define, Measure, Analyze, Improve and Control), which provides the working framework for Lean Six Sigma Implementation.

DEFINE – Investigate the current situation, set goals and determine what needs to be improved.

MEASURE – Sets the performance baseline

ANALYZE – Generate data, analyze and begin to design improved processes

IMPROVE – Process to remove the various causes of defects and test improvements

CONTROL – Stabilize the new improved process to ensure defects don't recur

**The contractor must be on-site at the SFPD Crime Lab for a minimum of 500 hours for staff training and implementation. Additional training can include web-based training by Black Belt or Green Belt instructors. A final report written by the vendor will include the project's accomplishments and recommendations.**

### III. Submission Requirements

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

Proposals must be received by 2:00 p.m. Pacific Standard Time, on **September 2, 2014**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with or mailed to:

Genie Wong  
Hall of Justice  
850 Bryant Street, #511  
San Francisco, CA 94103

Proposers shall submit 1 original and 3 hard copies of the proposal. Proposer must also submit an electronic version of the proposal on a CD.

CMD Forms shall be submitted in electronic format on a CD in a sealed envelope clearly marked CMD – Lean Six Sigma to the above location. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

#### B. Format

Please use recycled paper, print double-sided to the maximum extent practical, and bind the proposal with preferably spiral binding. The proposer company name and page #s must be on each page of the proposal. You may use tabs or other separators within the document.

For word processing documents, the Department prefers that text be unjustified (i.e., with a ragged-right margin) and use a size 12 Times Roman font.

If your response is lengthy, please include a Table of Contents.

#### C. Content

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

##### 1. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

##### 2. Project Approach (up to 15 pages)

Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Assignment of work within your firm's work team.

##### 3. Firm Qualifications (up to 3 pages)

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

- a. Name, address, and telephone number of a contact person; and

## RFP for Lean Six Sigma Training and Implementation

b. A brief description of your firm, as well as how any joint venture or association would be structured; and

c. A description of not more than four projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or subconsultants are proposed provide the above information for each.

### **4. Team Qualifications (up to 3 pages)**

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

b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

### **5. References (up to 3 pages)**

Provide written references of recent clients (preferably other public agencies) that address the quality of your work and ability to meet deadlines. Telephone numbers and email addresses of references must also be listed for follow-up by the SFPD.

### **6. Fee Proposal (up to 1 page)**

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 with (1) hourly rates for all team members by title and (2) the number of hours each team member will utilize for the contract. Hourly rates may be used to negotiate changes in the Scope of Work if necessary. Travel and other expenses are considered part of the scope of work and will not be reimbursed separately.

## **IV. Evaluation and Selection Criteria**

### **A. Minimum Qualifications**

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.

To be deemed eligible for proposal evaluation, each proposer team member is required to demonstrate that they have at least two years documented experience in training staff and implementing Lean Six Sigma in a Forensic Laboratory.

### **B. Selection Criteria**

The proposals will be evaluated by a selection committee comprised of representatives from the SFPD, other City departments and possibly other jurisdictions. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. Oral interviews will not be held, but proposers may be contacted for proposal clarification.

#### **1. Project Approach (25 points)**

- a. Understanding of the project and the tasks to be performed, etc.
- b. Reasonableness of work schedule and fee proposal.



**2. Assigned Project Staff (25 points)**

- a. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person; and
- b. Professional qualifications and education; and
- c. Workload, staff availability and accessibility.

**3. Experience of Firm and Subconsultants (50 points)**

- a. Quality of recently completed projects, including adherence to schedules, deadlines and budgets (20)
- b. Proposer's depth and relevance of experience/familiarity providing above services in a forensic lab utilizing the following (20):
  - Case Ownership
  - Organic Extraction
  - EZ1 Extraction or equivalent robotic system
  - Tecan Freedom EVO or equivalent robotic system
  - Quantifiler Duo/Quantifiler or equivalent
  - ABI7500 or equivalent
  - Identifiler Plus/Globalfiler or equivalent
  - ABI 9700 or equivalent
  - ABI 3130xl or equivalent
  - Genemapper ID/IDX software
  - Custom LIMS
  - ArnedXpert or similar mixture interpretation/statistical tool
- c. Experience with similar projects and professional references (10)

**V. Contract Award**

The **SFPD** will select a proposer with whom **SFPD** 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 **SFPD**, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer. In the event of a tied score, the proposer with the highest score for IV.B.3. Experience of Firm and Subconsultants will be considered the highest ranking 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 need to be emailed to:

[Genie.Wong@sfgov.org](mailto:Genie.Wong@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**

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

#### **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.

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

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

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

#### **H. Financial Responsibility**

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

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

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

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for

selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

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

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

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

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

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

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

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

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

#### **J. Sunshine Ordinance**

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

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

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the

Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

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

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

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

**M. No Waiver**

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

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

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

**1. LBE Subconsultant Participation Goals**

The LBE subconsulting goal for this project is 0 % of the total value of the goods and/or services to be procured.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with CMD-certified LBEs located in San Francisco.

**2. LBE Rating Bonus Points**

Pursuant to Chapter 14B, the following rating bonus points 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) 252-2500. 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.

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

- a. All proposals submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: CMD Contract Participation Form, Form 2A, CMD Non-Discrimination Affidavit, Form 3 and CMD Employment Form, Form 5. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.
- b. Please submit only 1 CD 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 **Romulus Asenloo**, the Contract Monitoring Division Contract Compliance Officer for the San Francisco Police Department at (415) 581-2320

## 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, (section 34 of "Nondiscrimination; Penalties" in the Agreement); the Minimum Compensation Ordinance (section 43 in the Agreement); the Health Care Accountability Ordinance (section 44 of "Requiring Health Benefits for Covered Employees" in the Agreement); the First Source Hiring Program (section 45 of "First Source Hiring Program" in the Agreement); and applicable conflict

of interest laws (section 23 of "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 (section 43 of "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).

**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) 701-4848.

**F. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is

familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

## **VIII. Protest Procedures**

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

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

### **B. Protest of 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:

**Genie.Wong@sfgov.org**

**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) 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) 252-2500.

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	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059



RFP for Lean Six Sigma Training and Implementation

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) 252-2500
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 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

**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://sfgsa.org/index.aspx?page=5365>  
 Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>  
 LBE certification form: <http://sfgsa.org/index.aspx?page=5364#Section%20V>



**Posting for August 18, 2014**  
**Regular Proposed Personal Services Contract**

PSC No	Dept Description	Type of Approval	Amount	Description of Work	Date
40555-13/14	PUBLIC HEALTH	REGULAR	\$41,000,000.00	The contractor will provide fiscal intermediary services as needed for community health, planning, support and service projects related to the Safe Routes to School-San Francisco (SRTS-SF) project, which is funded through the California Department of Transportation (CalTrans) by a grant from Federal Highway Administration. The programs supported by the fiscal intermediary will include coordinating the education, encouragement, enforcement, engineering and evaluation of the SRTS-SF program at participating elementary schools in the San Francisco Unified School District to promote safe walking and biking to and from schools in San Francisco. The contractor will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects.	09/01/2014 - 08/31/2017
47263-13/14	PUBLIC HEALTH	REGULAR	\$700,000.00	Outpatient pharmacy services to patients of Special Programs for Youth (SPY) Clinics of the Community Health Network (CHN) who require prescription and over-the-counter medication as part of their treatment. Contractor will provide medication consulting and dispensing functions, as well as medication re-packaging services to SPY programs.	07/01/2014 - 06/30/2019
45864-13/14	POLICE	REGULAR	\$150,000.00	The San Francisco Police Department (SFPD) has a demand for forensic analysis of evidence stemming from criminal investigations. Presently, the demand for analysis exceeds the capacity of the SFPD Crime Lab. Labs across the United States have had great success in improving turnaround times and keeping up with demand by implementing Lean Six Sigma principles. A vendor specializing in Lean Six Sigma training and implementation for crime labs is needed to conduct a project to process mapping of the current forensic Deoxyribonucleic Acid (DNA) process from receipt of evidence to analysis and reporting, provide measurable data to evaluate current productivity, identify "bottlenecks", make recommendations, create a plan, and assist in the implementation of the improvements adopted by the SFPD Crime Lab Forensic Biology Section. A Lean Six Sigma (LSS) method is preferred and training of five staff members in this methodology is requested to ensure the lab can adapt to future staffing and protocol changes.	10/01/2014 - 12/31/2015

**Total Modified Amount: \$41,850,000.00**

**Total Modified Amount:**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE – POL Dept. Code: POL

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

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

Type of Service: Lean Six Sigma Training and Implementation

Funding Source: National Institute of Justice PSC Duration: 1 year 13 weeks

PSC Amount: \$150,000 PSC Est. Start Date: 10/01/2014 PSC Est. End Date: 12/31/2015

1. Description of Work

A. Scope of Work:

The San Francisco Police Department (SFPD) has a demand for forensic analysis of evidence stemming from criminal investigations. Presently, the demand for analysis exceeds the capacity of the SFPD Crime Lab. Labs across the United States have had great success in improving turnaround times and keeping up with demand by implementing Lean Six Sigma principles. A vendor specializing in Lean Six Sigma training and implementation for crime labs is needed to conduct a project to process mapping of the current forensic Deoxyribonucleic Acid (DNA) process from receipt of evidence to analysis and reporting, provide measurable data to evaluate current productivity, identify "bottlenecks", make recommendations, create a plan, and assist in the implementation of the improvements adopted by the SFPD Crime Lab Forensic Biology Section. A Lean Six Sigma (LSS) method is preferred and training of five staff members in this methodology is requested to ensure the lab can adapt to future staffing and protocol changes.

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

This service is necessary to ensure the SFPD Crime Lab can meet the ever increasing demand for DNA testing in a timely manner with the future goal of eliminating outsourcing of work. The consequences of denial are continued lengthy case turnaround times and reliance on outside vendors to work on submitted cases.

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

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

2. Union Notification: On 06/18/2014, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21, Municipal Executive Association,

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45864 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/18/2014



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

A. Specify required skills and/or expertise:

The vendor must be experienced in training and implementing Lean Six Sigma principles at crime labs.

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

8262,0933,

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

No. This is a service.

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

A. Explain why civil service classes are not applicable:

The City does not have a trainer specializing in Lean Six Sigma principles at crime labs.

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

No. There is limited need and limited grant funding for the service required.

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

**YES NO**

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| 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?<br>LSS Forensic Scientist(s) will provide training for minimum 500 hrs. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| C. Are there legal mandates requiring the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 07/22/2014 BY:

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

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

<span>New</span> <span>Reply</span> <span>Reply To All</span> <span>Forward</span> <span>Show More</span>	
<p>Genie Wong SFmail05/SFGOV</p> <p><b>Inbox (2)</b></p> <p>Drafts</p> <p>Sent</p> <p>Follow Up</p> <p>All Documents</p> <p>Junk</p> <p>Trash</p> <p>Views</p> <p><b>Folders</b></p> <ul style="list-style-type: none"> <li>Arcadia Staff Resour</li> <li>Bike Theft</li> <li>Bode Technology 20</li> <li>Cellmark Forensics</li> <li>Contract Budget</li> <li>Court Reporting RFP</li> <li>Data Works Mainte</li> <li>DHR PSC Coordinat</li> <li>Direct TV &amp; Remote</li> <li>DNA Testing</li> <li>FAMIS</li> <li>First Source Hiring P</li> <li>FORMS</li> <li>Golden Gate Polygr</li> <li>JD Wesson</li> <li>Law Enforcement Ps</li> <li>Lean Six Sigma RFP</li> <li>Lexis Nexis</li> <li>OCA</li> <li>Oracle Data Warehc</li> <li>Oracle License and S</li> <li>Orchid Cellmark</li> <li>Orientation</li> <li>Personnel Orders</li> <li>Pets Unlimited</li> <li>Qiagen</li> <li>Ricoh</li> <li>Roomjan &amp; Associate</li> </ul>	<p><b>Receipt of Notice for new PCS over \$100K PSC # 45864 - 13/14</b></p> <p>Genie.Wong@sfgov.org</p> <p>To: Genie.Wong@sfgov.org, L21PSCReview@ifpte21.org, camaguey@sfmea.com,</p> <p>Sent by: dhr-psccordinator@sfgov.org</p> <p>RECEIPT for Union Notification for PSC 45864 - 13/14 more than \$100k</p> <p>The POLICE -- POL has submitted a request for a Personal Services Contract (PSC) 45864 - 13/14 for \$150,000 for Initial Request services for the period 10/01/2014 - 12/31/2015. Notification of 30 days (60 days for SEIU) is required.</p> <p>After logging into the system please select link below, view the information and verify receipt:</p> <p><a href="http://apps.sfgov.org/dhrdrupal/node/3399">http://apps.sfgov.org/dhrdrupal/node/3399</a> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended</p>