



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: September 17, 2012
 To: The Honorable Civil Service Commission
 Through: Micki Callahan
 Human Resources Director *[Signature]*
 From: Cynthia Avakian, AIR
 Rebekah Krell, ART
 Alicia John-Baptiste, CPC
 Sean McFadden, RPD
 Parveen Boparai, MTA

Subject: Personal Services Contracts Approval Request

This report contains twelve (12) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on July 1, 1996.

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

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

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

Total of this Report	YTD Expedited Approvals FY 2012-2013	Total for FY 2012-2013
\$189,185,000	\$471,638	\$243,491,802

POSTING FOR

9/17/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4019-12/13	27	Airport Commission	Regular	\$150,000,000	Design and construction services necessary for the Design-Build Terminal 3 (T3) Improvement Projects. The Civil Service Commission has previously approved PSC #4106-09/10 for the construction management portion of this Project. The Design-Build T3 Project will provide a building expansion to expand the Transportation Security Administration (TSA) security screening checkpoint on the east side of the Terminal to improve circulation, meet the latest security requirements and improve passenger throughput per forecast demand. The Project will remodel existing Hold Rooms, restrooms, passenger amenities, and airline and concessions shell space, all with new finishes, furniture, fixtures and equipment. Scope of work will also include new Art Enrichment Program; Concessions Program; terminal seismic upgrade; HVAC, Plumbing, Fire Protection, Power, Metering, Lighting, Life Safety, Fire Alarm, Visual and Audible Paging System modifications, Static and Dynamic Signage, Hydrant Fuel System; Passenger Boarding Bridges (PBB) upgrades; Aircraft Apron Paving, Special Systems rooms, Tenant Wiring Closets, WiFi infrastructure, new Access Control and close circuit television (CCTV) systems. The project will reconfigure the TSA security checkpoint and departures lobby to improve security and operational efficiency. This project will be LEED certified.	10/1/2012 - 10/1/2016
4020-12/13	27	Airport Commission	Regular	\$35,000,000	This request is for design-build services for a contractor with specialty design experience at airports to provide the design and construction for the West Field Cargo Development Project. The Commission has previously approved PSC 4078-11/12 on February 6, 2012 for construction management services for this project. The Design-Build contractor will perform the design and construction of a new cargo building including landside and airfield site improvements. This project will replace an existing outdated cargo facility performing needed hazardous abatement and site remediation in the airport cargo area known as the West Field Cargo Area. This project will be LEED certified.	9/17/2012 - 12/31/2014
4021-12/13	27	Airport Commission	Regular	\$500,000	The Airport has determined that it is necessary to acquire an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life cycle. The system to be provided by the successful proposer shall address all business requirements, including capability to: (1) Enable input, maintenance and tracking of contract information for Airport contracts across the contract management life-cycle, (2) Accommodate concurrent usage by different user groups with appropriate access levels to allow for Contract/Project Managers, senior level management, Contracts staff, Accounting and other stakeholders to utilize the system, (3) Create and manage alerts and notifications to streamline communications, (4) Search, filter and query on specified contract data, (5) Develop outputs and reports that can optimize management, certification and compliance of contracts, (6) Develop workflows/checklists that can aid in the review and approvals of contract processes, and (7) Integrate with other defined systems including data imports and outputs in specified formats to avoid data duplication and redundant processes.	10/1/2012 - 9/30/2018
4022-12/13	28	Art Commission	Regular	\$110,000	Contracts for two artists to design, fabricate, transport and install artworks for the SoMA West Improvement Projects.	8/8/2012 - 12/31/2014

POSTING FOR
9/17/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4023-12/13	29	City Planning	Regular	\$1,500,000	<p>In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, & archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis for detailed environmental, transportation impact analysis, historic resources evaluation, & archeological research on various private & public projects. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMA Streetscape Plan, Health Care services Master Plan, and Urban Forest Master Plan.</p> <p>Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, & follow the model used in most other jurisdictions.</p> <p>The Department has determined that the most effective way to provide these specialized studies is to solicit consultants to create as large a pool as possible of pre-qualified firms with the knowledge & expertise in environmental and/or transportation impact analysis, historic resource & archeology review which would follow the best practices of other California counties. Inclusion in the pre-qualified pool will be mandatory for any consultant to either 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource & archeology review which must be reviewed & finalized by Department staff; or 2) enter into contracts with City and County of San Francisco on an as-needed basis for the provision of specialized studies.</p>	9/18/2012 - 9/30/2015
4024-12/13	29	City Planning	Regular	\$1,200,000	<p>The San Francisco Planning Department is seeking a consultant to assist the Department in the preparation, production, management & successful completion of environmental analysis, including an environmental ("EIR") & transportation impact study ("TIS") & possibly other technical documentation for the Central Corridor Plan. The objective of the environmental analysis service is to satisfy the requirements of the California Environmental Quality Act ("CEQA"), the CEQA Guidelines, the San Francisco Administrative Code Chapter 31, & applicable local, State, & federal regulatory requirements. The EIR will analyze proposed land use controls, changes to existing height districts, & area plan policies at the programmatic level. Primary environmental issues are expected to be land use & planning, aesthetics, cultural resources, transportation & circulation, air quality, wind, shadow, & open space/recreation.</p>	9/18/2012 - 12/31/2015
4025-12/13	42	Recreation & Park Commission	Regular	\$700,000	<p>Provide full Architectural & Engineering services for nature education facilities within the Randall Museum. This includes all services necessary for schematic design phase, design development, participation in presentations to stakeholders. In addition, complete construction documents for permitting, all services required for the construction administration phase & project closeout. A/E firm shall also provide cost estimating services during the course of the project.</p>	11/20/2012 - 5/20/2015
4026-12/13	68	Taxi Commission	Regular	\$175,000	<p>To provide federally mandated urine analysis for safety-sensitive employees with the San Francisco Municipal Transportation Agency (SFMTA).</p>	11/1/2012 - 10/31/2017

Total Amount - Regular: \$189,185,000

POSTING FOR
9/17/2012

**PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION**

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4066-11/12	27	Airport Commission	Regular	\$4,750,000	\$12,750,000	The SMPOE Data Center project includes the development (both design and construction) of a new "Greenfield-built" Data Center Facility, that will include data processing equipment room, mechanical systems room, battery storage room, office, restroom and utility room. SFO requires construction management support with design-build experience in Data Centers design and construction experience to manage the programming, design and construction of this project. This project also includes the coordination of the construction of new fiber cable communications connections to be brought within the building envelope (by others) and all additional utilities/services necessary to service the building in its functional intent. The DB team will be responsible for providing the specialized expertise to complete the design and construct this project using a fast-track approach.	1/1/2012 - 2/28/2013
3061-11/12	40	Public Utilities Commission	Regular	\$601,500	\$650,000	In response to a report of serious allegations of employee misconduct and threats, the SFJUC recognized the need for sophisticated and highly confidential investigation of the allegations. The nature of the allegations span multiple lines of inquiry, including research, investigation and analyses requiring specialized expertise in the area of fraud investigation in the public sector.	2/1/2012 - 0/30/2017
4070-10/11	40	Public Utilities Commission	Regular	\$750,000	\$866,500	In conjunction with Ocean Beach Vision Council, the consultant will develop an Ocean Beach Master Plan, a comprehensive document that will address the following elements: climate change and sea level rise, open space (beach, promenade, parks & streetscape, passive and active recreation); roadway (streets & parking); potential for development of renewable energy sources (wave, wind, tidal); beach erosion control and coastal protection (including seawall); protection and enhancement of natural resources (including habitat for special status species); concepts for signage, interpretive features, lighting and public art; circulation (including east-west flow corridors); integration of related projects and plans that are being implemented by other entities; sustainability guidelines; management/ maintenance structures and strategies; and implementation (budgets, funding and phasing).	2/7/2011 - 3/15/2015
4095-09/10	90	Public Works	Regular	\$4,000,000	\$8,125,000	Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.	5/1/2010 - 8/30/2018
				Sum of Modified Amounts:	\$10,101,500		

Cynthia Avakian
San Francisco Airport
Contracts Administration Unit
P.O. Box 8097
San Francisco, CA 94128

Rebekah Krell
Art Commission
25 Van Ness Ave., Suite 345
San Francisco, CA 94102

Alicia John-Baptiste
Planning Department
1650 Mission St., Suite 400
San Francisco, CA 94103

Sean McFadden
Recreation & Park Department
501 Stanyan St.
McLaren Lodge
San Francisco, CA 94117

Parveen Boparai
Municipal Transportation Agency
1 South Van Ness Ave., 4th Floor
San Francisco, CA 94103

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PERSONAL SERVICES CONTRACT SUMMARY

DATE: July 17, 2012

DEPARTMENT NAME: AIRPORT COMMISSION DEPARTMENT NUMBER: 27

TYPE OF APPROVAL: EXPEDITED REGULAR (OMIT POSTING
 CONTINUING ANNUAL

TYPE OF REQUEST:
 INITIAL REQUEST MODIFICATION

TYPE OF SERVICE: Design-Build Services for Terminal 3 Improvement Projects

FUNDING SOURCE: Airport Capital Funds

TOTAL PSC AMOUNT: \$150,000,000 TOTAL PSC DURATION: 10/1/12 -- 10/1/16

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Design and construction services necessary for the Design-Build Terminal 3 (T3) Improvement Projects. The Civil Service Commission has previously approved PSC #4106-09/10 for the construction management portion of this Project.

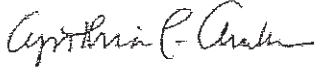
The Design-Build T3 Project will provide a building expansion to expand the Transportation Security Administration (TSA) security screening checkpoint on the east side of the Terminal to improve circulation, meet the latest security requirements and improve passenger throughput per forecast demand. The Project will remodel existing Hold Rooms, restrooms, passenger amenities, and airline and concessions shell space, all with new finishes, furniture, fixtures and equipment. Scope of work will also include new Art Enrichment Program; Concessions Program; terminal seismic upgrade; HVAC, Plumbing, Fire Protection, Power, Metering, Lighting, Life Safety, Fire Alarm, Visual and Audible Paging System modifications; Static and Dynamic Signage; Hydrant Fuel System; Passenger Boarding Bridges (PBB) upgrades; Aircraft Apron Paving; Special Systems rooms, Tenant Wiring Closets, WIFI infrastructure; new Access Control and close circuit television (CCTV) systems. The project will reconfigure the TSA security checkpoint and departures lobby to improve security and operational efficiency. This project will be LEED certified.

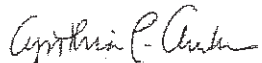
B. Explain why this service is necessary and the consequences of denial: Along with the aging infrastructure, the Airport continues to experience strong passenger growth, both of which require the Airport to upgrade many facilities and renovate passenger terminals, boarding areas, TSA security checkpoints to improve operational efficiency, improve safety/security, and meet forecast demand. SFO has determined that for the most benefit, this project is to employ the design-build project delivery method. Denial will cause project delays, which will affect customer service, delay the implementation of security measures, and result in lost revenues.

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

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

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

IFPTE, Local 21		July 17, 2012
Union Name	Signature of person mailing/faxing form	Date

RFP sent to:	IFPTE, Local 21	on	Summer 2012	
	Union Name		Date	Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4019-12/13
STAFF ANALYSIS/RECOMMENDATION: *Approved LW 8/31/12*

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. **Specify required skills and/or expertise:** Design-build experience on airport terminals, boarding areas, PBBs, Baggage Handling Systems (BHS), airport security, Concessions Program Development and Information Technology (IT) is essential for this project. A design-build contractor must provide architectural, engineering and construction skills with specific expertise in airport terminal and boarding area renovation as well as cost and schedule control expertise. Specialized expertise includes skills, knowledge and experience in Airport operations, Airport special systems, and Airport terminal testing and commissioning experience. These skills will ensure the timely design, development and accurate construction of the Project and meet the Airport needs and improve passenger service through a pleasant experience and increase revenue.

B. **Which, if any, civil service class normally performs this work?** SFO will use experienced City staff integrated with the Consultant staff to provide the required services: City project and construction managers, building inspectors, IT specialists, landside/airfield operations, maintenance, and City utility infrastructure specialists with the appropriate expertise in managing Airport terminal development and renovation projects will assist in the contracted work (classes 1052, 1054, 5207, 5211, 6318, 6331 and 6333). City project managers with the appropriate expertise in managing Airport asset development and construction including unique special systems commissioning at the Airport will supervise the contracted work.

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 existing architectural (5268) and engineering (5201-5241) classifications exist but do not have the project required expertise and specialized skills related to airport terminal and boarding area design and construction.

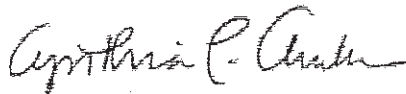
A Notice of Intent was sent to appropriate City departments on July 11, 2012 and responses are due on July 19, 2012. (See attached email response from City departments).

B. Would it be practical to adopt a new civil service class to perform this work? Explain. As stated above, classifications exist but not with the specialized knowledge of airport requirements; major new construction or remodeling of airport terminal and boarding areas as these do not occur frequently enough to justify permanent staffing.

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"/> |
| • Describe the training and indicate approximate number of hours. | | |
| • Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained. | | |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? No, however, the Airport Commission has approved Resolution # 12-0118 for this work. | <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? An RFQ/RFP is being conducted and the results of that process are not known at this time. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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



Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

Print or Type Name

(650) 821-2014

Telephone Number

Airport Commission, Contracts Administration Unit

P.O. Box 8097, San Francisco, CA 94128

Address

Dang, Leorah

From: Cynthia Avakian <Cynthia.Avakian@flysfo.com>
Sent: Tuesday, August 21, 2012 11:13 PM
To: DHR-PSCCoordinator, DHR
Subject: FW: Dept 27 - Airport DRAFT PSC Design-Build Services for Terminal 3 Improvement Projects
Attachments: PSC T3 Improvement Projects FINAL.pdf, PSC T3 Improvement Projects FINAL .docx; 12-0118.pdf, PSC T3 Improvements Notice to Departments.pdf

Jonathan,

Attached is the PSC for the Airport's Design-Build Services for Terminal 3 Improvement Projects request for the September 17th Civil Service Commission meeting.

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

Cynthia Avakian
Contracts Administration Unit
San Francisco International Airport
P. O. Box 8097, San Francisco, CA 94128
E-mail: cynthia.avakian@flysfo.com
Phone: (650) 821-2014, Fax: (650) 821-2011

From: Cynthia Avakian
Sent: Tuesday, August 07, 2012 3:10 PM
To: L21PSC Review <L21PSCReview@ifpte21.org> (L21PSCReview@ifpte21.org); lwong@ifpte21.org
Cc: Joe Brenner; Ging Louie (glouie@ifpte21.org); Judi Mosqueda; Claudia Luquin; Geri Rayca; Lisa Randall
Subject: RE: Dept 27 - Airport DRAFT PSC Design-Build Services for Terminal 3 Improvement Projects

Larry,

Checking back for any questions L21 may have about this request. We plan to submit this request to DHR for the Sept 17th Civil Service Commission meeting. Let me know if you have any questions.

Thanks,

Cynthia
Phone: (650) 821-2014

From: Cynthia Avakian
Sent: Tuesday, July 17, 2012 11:37 PM
To: L21PSC Review <L21PSCReview@ifpte21.org> (L21PSCReview@ifpte21.org); lwong@ifpte21.org
Cc: Joe Brenner; Ging Louie (glouie@ifpte21.org); Judi Mosqueda; Claudia Luquin; Geri Rayca; Lisa Randall
Subject: Dept 27 - Airport DRAFT PSC Design-Build Services for Terminal 3 Improvement Projects

All,

Attached is the DRAFT PSC for Design-Build Services for Terminal 3 Improvement Projects.

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

Cynthia Avakian

Contracts Administration Unit
San Francisco International Airport
P. O. Box 8097, San Francisco, CA 94128
E-mail: cynthia.avakian@flysfo.com
Phone: (650) 821-2014, Fax: (650) 821-2011

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 12 0118

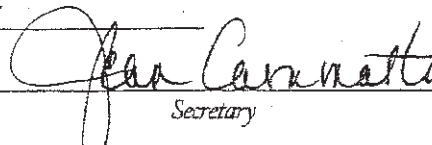
AUTHORIZATION TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) AND A REQUEST FOR PROPOSAL (RFP) FOR CONTRACT 9048.A, DESIGN-BUILD SERVICES FOR TERMINAL 3 CHECKPOINT AND BUILDING EXPANSION PROJECT

- WHEREAS, the Terminal 3 Program was established to ensure the proper design and construction coordination between the Terminal 3 Checkpoint and Building Expansion Project and Boarding Area E (BAE) Improvements Project; and
- WHEREAS, the BAE scope of work is currently in progress, through Contract 8974.B, with Hensel Phelps Construction Company, with a current schedule to return the Boarding Area E gates to service by November of 2013; and
- WHEREAS, the T3 Checkpoint scope of work has now been developed to the extent that design-build services are necessary to continue to design the proposed improvements and assist with the evaluation of proposed additional scope; and
- WHEREAS, Staff recommends a design-build approach and that contractor's qualifications be considered as part of the selection process as allowed under Section 6.61 (F) of the Administrative Code as the project is of a highly complex nature, as it involves work within an operating Terminal and integration of Airport and airlines' systems; and
- WHEREAS, it is in the public's best interest that qualifications be considered in the procurement process and that the contract not be awarded solely on a low bid basis; and
- WHEREAS, Staff will prequalify firms based on a minimum qualifications application established in the RFQ, and convene a Selection Panel to review and score the technical proposals to develop a shortlist of up to 5 of the highest scoring firms based on objective criteria contained in the RFP; and
- WHEREAS, the Selection Panel will conduct interviews with the shortlisted firms, and score the firms based on the RFP criteria; and
- WHEREAS, based on the results of the technical proposals, interviews and cost evaluation, Staff will rank the firms, negotiate with the highest-ranked proposer, and, upon successfully negotiating a contract, return to the Commission with a recommendation to award a contract to the highest ranked design-build firm; and
- WHEREAS, the total estimated cost of Contract 9048.A is in the amount of \$38M for the base scope of work, with an additional order-of-magnitude amount of \$30M for anticipated improvements to the BAF "Plaza," the BAF tunnel, and infrastructure and systems refurbishment, which will be further developed and refined with the assistance with the 9048.A Design-Build contractor; and
- WHEREAS, the contract will be funded through the Airport's Capital Improvement Program; and
- WHEREAS, the duration of the proposed contract is 30 months; now, therefore be it
- RESOLVED, that the Commission hereby authorizes the Director to issue a Request for Qualifications and Request for Proposals for Contract No. 9048.A, Design-Build Services for Terminal 3 Checkpoint and Building Expansion Project and further authorizes staff to negotiate a contract with the highest-ranked proposer.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of _____

JUN 05 2012


Secretary

Cynthia Avakian

From: Claudia Luquin
Sent: Thursday, August 09, 2012 12:38 PM
To: Cynthia Avakian
Cc: Lisa Randall; Judi Mosqueda
Subject: FW: SFO-Notice of Intent: Design Build Services for the Terminal 3 Checkpoint Project (RFQ/RFP No. 9048.A)

Hi Cynthia,

SFO didn't receive a response form from any of the City Departments indicating interest in this project.

We received two calls from Paul Travis of DPW, Building Design and Construction inquiring about the disciplines involved and the estimated budget. The information requested was provided via phone but no further inquiries nor a written response was received.

Please let me know if you have questions.

Thank you,
Claudia

From: Claudia Luquin
Sent: Wednesday, July 11, 2012 12:06 PM
To: Kathryn How; Susan Yee; Albert Ko; Tara Lamont; Mark Dorian; Patrick Rivera; Fuad Sweiss; Ed Byrne; Ricardo Olea; Al Herce
Cc: Judi Mosqueda; Geoff Neumayr; Cynthia Avakian; 'L21PSCReview@ifpte21.org'; Lisa Randall; T3 Document Control
Subject: SFO-Notice of Intent: Design Build Services for the Terminal 3 Checkpoint Project (RFQ/RFP No. 9048.A)

Date: July 11, 2012

From: San Francisco International Airport

Subject: **NOTICE OF INTENT FOR: Request for Qualifications and Proposals (RFQ/RFP) No. 9048.A Design Build Services for the Terminal 3 Checkpoint Project**

Requested response date is close of business day: **July 19, 2012**

The San Francisco International Airport, Design and Construction Division proposes to contract for Design Build services for the Terminal 3 Checkpoint Project as indicated in the attached file.

If your department is interested in providing these services please fill out the attached form as indicated and send back via email for further discussions. If the Airport has not received a response from your organization by **Thursday July 19, 2012**, it shall be assumed that your staff is not available to perform these services within the specified time frame and the Airport will execute a contract service order for completion of these services.


All questions regarding details related to this request should be sent to: Judi Mosqueda [Judi.Mosqueda@flysfo.com] or Claudia Luquin [Claudia.Luquin@flysfo.com]

If you have received this message in error, are not the appropriate party to respond or believe a name or names to be absent from the outreach list, please respond to this message and provide any information necessary to correct the error if available.

Thank you for your prompt response.

Claudia

Claudia Luquín, LEED® AP BD+C
San Francisco International Airport | Design & Construction Division
T. 650.821.7721
Monday - Thursday, 6:00 AM - 4:30 PM

 Save Paper – Do you really need to print this email?

PERSONAL SERVICES CONTRACT SUMMARY

DATE: June 21, 2012

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

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

TYPE OF REQUEST: [X] INITIAL REQUEST [] MODIFICATION

TYPE OF SERVICE: Design-Build Services for the West Field Cargo Redevelopment Facility, Phase 1

FUNDING SOURCE: Airport Capital Funds

PSC AMOUNT: \$35,000,000 PSC DURATION: 9/17/2012 to 12/31/2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work: This request is for design-build services for a contractor with specialty design experience at airports to provide the design and construction for the West Field Cargo Development Project. The Commission has previously approved PSC 4078-11/12 on February 6, 2012 for construction management services for this project.

The Design-Build contractor will perform the design and construction of a new cargo building including landside and airfield site improvements. This project will replace an existing outdated cargo facility performing needed hazardous abatement and site remediation in the airport cargo area known as the West Field Cargo Area. This project will be LEED certified.

B. Explain why this service is necessary and the consequences of denial: The existing airport cargo space available for occupancy is of considerable age and requires replacement to meet current and near term on-airport cargo needs. This phase of development for the West Field Cargo Area will meet the immediate projected needs for cargo operators at the Airport. If this space is not provided, current cargo carriers and operators will have to conduct operations in existing sub-standard facilities or off airport, thus creating a negative economic impact on both the cargo carriers and the Airport. Denial will cause project delays, which will affect cargo service, delay the replacement of aging facilities, and result in lost revenues.

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

D. Will the contract(s) be renewed? If there continue to be a need for such services at SFO.

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

IFPTE, Local 21 Union Name Signature of person mailing/faxing form Date June 21, 2012

RFP sent to: IFPTE, Local 21 on July 30, 2012 Signature



FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4020-12/13
STAFF ANALYSIS/RECOMMENDATION: *Approved LW 8/31/12*

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: Design-Build experience with airport design, airline cargo operations and security, and construction experience are essential for this project. A design-build contractor must provide architectural, engineering and construction skills with specific expertise in industrial cargo building design and construction, cargo aircraft maneuvering and staging, cargo handling equipment and processes, structural design, specialized airport operating systems, cargo security and screening measures, schedule development and analysis, project controls, regulatory compliance, and all other Airport unique commissioning and project controls are required. These skills will ensure the timely development and accurate construction of the West Field Cargo project and ensure the Airport's needs are met.

B. Which, if any, civil service class normally performs this work? Architectural (5268) and engineering (5201-5241) classes exist but their expertise is not applicable to the development of modern airport cargo buildings. City Project Managers with the appropriate expertise in managing Airport asset development and construction including special systems at the Airport will supervise the contracted work.

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

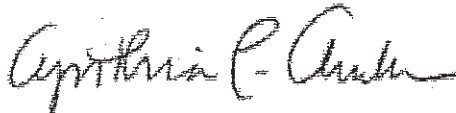
A. Explain why civil service classes are not applicable: The existing architectural and engineering classifications do not have the required expertise and specialized skills related to modern airport cargo building design and construction. The Airport will use experienced Airport project and construction management staff integrated with the consultant staff to provide the required services. The Airport estimates that up to 10% of the administrative work on the various projects, including project management, construction management, IT support, landside/airfield operations, maintenance and Airport engineering/architectural, will be performed by current Airport staff. On the job exposure to project related tasks, software and processes will provide City staff the experience that will provide them with valuable knowledge and will benefit them in future projects.

B. Would it be practical to adopt a new civil service class to perform this work? Explain. As stated above, classifications exist but not with the specialized knowledge of airport requirements; major new cargo facility construction projects do not occur frequently enough to justify permanent staffing, with the exception of project management staff.

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"/> |
| • Describe the training and indicate approximate number of hours. | | |
| • Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained. | | |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? No, however, the Airport Commission has approved Resolution # 12-0117 for this work. | <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? An RFQ and RFP is being conducted the results of that process are not known at this time. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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



Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

(650) 821-2014

Print or Type Name

Telephone Number

Airport Commission, Contracts Administration Unit

P.O. Box 8097, San Francisco, CA 94128

Address

Dang, Leorah

From: Cynthia Avakian <Cynthia.Avakian@flvsfo.com>
Sent: Friday, August 31, 2012 11:22 AM
To: DHR-PSCCoordinator, DHR
Subject: FW: Dept 27 - Airport DRAFT PSC Design-Build Services for the West Field Cargo Redevelopment Facility, Phase 1
Attachments: PSC Form 1 Contract 8226 A DB for West Field Cargo DRAFT.pdf, 12-0117 DB West Field Cargo.pdf, PSC 4078-11_12 Form 1 CM West Field Cargo.pdf

Leorah,

Here is the email for the first notice to Local 21. Let me know if you need further information from me.

Thanks,

Cynthia
Phone: (650) 821-2014

From: Cynthia Avakian
Sent: Thursday, June 21, 2012 1:10 PM
To: L21PSC Review <L21PSCReview@ifpte21.org> (L21PSCReview@ifpte21.org); lwong@ifpte21.org
Cc: Joe Brenner; Ging Louie (glouie@ifpte21.org); Greg McCarthy; Geri Rayca
Subject: Dept 27 - Airport DRAFT PSC Design-Build Services for the West Field Cargo Redevelopment Facility, Phase 1

All,

Attached is the DRAFT PSC for Design-Build Services for the West Field Cargo Redevelopment Facility, Phase 1. I've also attached the previously approved PSC for construction management services for this project.

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

Cynthia Avakian
Contracts Administration Unit
San Francisco International Airport
P. O. Box 8097, San Francisco, CA 94128
E-mail: cynthia.avakian@flvsfo.com
Phone: (650) 821-2014, Fax: (650) 821-2011

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 9, 2012

DEPARTMENT NAME: AIRPORT COMMISSION DEPARTMENT NUMBER: 27

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

TYPE OF REQUEST: [X] INITIAL REQUEST []

TYPE OF SERVICE: Construction Management Services for the West Field Cargo Development Project

FUNDING SOURCE: Airport Capital Funds

PSC AMOUNT: \$ 1,450,000 PSC DURATION: 2/6/2012 to 2/5/2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Construction Management (CM) team with design-build and specialty design experience at airports to manage the design and construction and assist in the selection of a Design-Build Consultant for the West Field Cargo Development Project. The CM team will manage the design and construction of a new cargo building to replace an existing outdated cargo facility in the airport cargo area known as the West Field.

B. Explain why this service is necessary and the consequences of denial: The existing airport cargo space available for occupancy is of considerable age and requires replacement to meet current and near future cargo operational needs. This phase of development for the West Field Cargo Area will meet the immediate projected needs for cargo operators at the Airport. If this space is not provided cargo carriers and operators will have to conduct operations in sub-standard facilities or off airport, thus creating a negative economic impact on both the cargo carriers and the Airport.

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

This is a new service.

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

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

IFPTE, Local 21 Union Name Signature of person mailing/faxing form Date January 9, 2011

RFP sent to: IFPTE, Local 21 on October 28, 2011 Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4078-11/12
STAFF ANALYSIS/RECOMMENDATION:

Approved 2/6/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: CM skills with airport design, airline cargo operations and construction experience are essential for this project. Specific expertise in industrial building design and construction, cargo aircraft maneuvering and staging, cargo handling equipment and processes, structural design, specialized airport operating systems, schedule development and analysis, project controls, regulatory compliance, and all other Airport unique commissioning and project controls are required. These skills will ensure the timely development and accurate construction of the West Field Cargo Development and ensure the Airport's needs are met.

B. Which, if any, civil service class normally performs this work? Architectural (5268) and engineering (5201-5241) classes exist but their expertise is not applicable to airport cargo building development. City Project Managers with the appropriate expertise in managing Airport asset development and construction including special systems at the Airport will supervise the contracted work.

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 existing architectural and engineering classifications do not have the required expertise and specialized skills related to design and construction of airport cargo area development and construction. The Airport will use experienced Airport project and construction management staff integrated with the consultant staff to provide the required services. The Airport anticipates that some of the work, including project management and construction management, landside/airfield operations, maintenance and Airport engineering/architectural, will be performed by current Airport staff (classes 1052, 1054, 5207, 5241, 5211, 6318). Prior to construction the Airport will assign a City staff person as part of the construction management team in the role of Airport Inspector. On the job exposure to project related tasks, software and processes will provide City staff the experience that will provide them with valuable knowledge and will benefit them in future projects.

B. Would it be practical to adopt a new civil service class to perform this work? Explain. As stated above, classifications exist but not with the specialized knowledge of airport requirements; major new cargo facility construction projects do not occur frequently enough to justify permanent staffing, with the exception of project management staff, however existing Airport staff will work closely with the construction management team to obtain the knowledge and experience required for cargo facility development projects.

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

City and County of San Francisco

Department of Human Resources

- 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? No, however, Airport Commission has approved Resolution No. 10-0157 to issue a RFP for projects in the Airport's 5-Year Capital Plan.
- F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? The Airport has prepared an RFP and the results of that process are not known at this time.

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



Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

(650) 821-2014

Print or Type Name

Telephone Number

Airport Commission, Contracts Administration Unit
P.O. Box 8097, San Francisco, CA 94128

Address

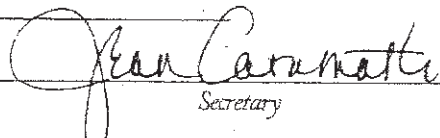
AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 12 011

AUTHORIZATION TO ISSUE A REQUEST FOR QUALIFICATIONS AND A REQUEST FOR PROPOSAL FOR DESIGN-BUILD SERVICES FOR CONTRACT 8226.A – WEST FIELD CARGO REDEVELOPMENT FACILITY, PHASE 1

- WHEREAS, Staff has determined that the existing West Field Cargo Area contains three aging cargo facilities in need of modernization to meet near term demand for cost-competitive, on-airport cargo facilities; and
- WHEREAS, to satisfy the need, Airport staff recommends the replacement of the oldest cargo facility, Cargo Building No.7, with a new cargo facility as the first phase in redeveloping the West Field Cargo Area; and
- WHEREAS, Staff recommends a design-build approach and that contractor's qualifications be considered as part of the selection process as allowed under Section 6.61 (F) of the Administrative Code as this project presents significant complexity as it involves work within an operating cargo area and requires integration of Airport and cargo operator systems and operations; and
- WHEREAS, it is in the public's best interest that qualifications be considered in the procurement process and that the contract not be awarded solely on a low bid basis; and
- WHEREAS, Staff will prequalify firms based on a minimum qualifications application established in the RFQ, and convene a Selection Panel to review and score the technical proposals to develop a shortlist of up to 5 of the highest scoring firms based on objective criteria contained in the RFP; and
- WHEREAS, the Selection Panel will conduct interviews with the shortlisted firms, and score the firms based on the RFP criteria; and
- WHEREAS, based on the results of the technical proposals, interviews and cost evaluation, Staff will rank the firms, negotiate with the highest-ranked proposer, and, upon successfully negotiating a contract, return to the Commission with a recommendation to award a contract to the highest ranked design-build firm; and
- WHEREAS, the total estimated cost of Contract 8226.A is in the amount of \$35M, to be funded through the Airport's Capital Improvement Program; and
- WHEREAS, the duration of the proposed contract is 18 months; now, therefore be it
- RESOLVED, that the Commission authorizes the Director to issue a Request for Qualifications and Request for Proposal for Contract No. 8226.A, Design-Build Services for West Field Cargo Redevelopment Facility, Phase 1, and authorizes staff to negotiate with the highest-ranked proposer.

*I hereby certify that the foregoing resolution was adopted by the Airport Commission
at its meeting of*

JUN 05 2012


Secretary

PERSONAL SERVICES CONTRACT SUMMARY

DATE: July 17, 2012

DEPARTMENT NAME: AIRPORT COMMISSION DEPARTMENT NUMBER: 27

TYPE OF APPROVAL: EXPEDITED REGULAR (OMIT POSTING
 CONTINUING ANNUAL

TYPE OF REQUEST: INITIAL REQUEST MODIFICATION

TYPE OF SERVICE: Enterprise-wide Contract Monitoring and Compliance System

FUNDING SOURCE: Airport Operating Funds

TOTAL PSC AMOUNT: \$ 500,000 TOTAL PSC DURATION: 10/1/12 - 9/30/18

1. DESCRIPTION OF WORK

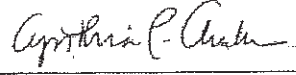
A. Concise description of proposed work: The Airport has determined that it is necessary to acquire an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life cycle. The system to be provided by the successful proposer shall address all business requirements, including capability to: (1) Enable input, maintenance and tracking of contract information for Airport contracts across the contract management life-cycle, (2) Accommodate concurrent usage by different user groups with appropriate access levels to allow for Contract/Project Managers, senior level management, Contracts staff, Accounting and other stakeholders to utilize the system, (3) Create and manage alerts and notifications to streamline communications, (4) Search, filter and query on specified contract data, (5) Develop outputs and reports that can optimize management, certification and compliance of contracts, (6) Develop workflows/checklists that can aid in the review and approvals of contract processes, and (7) Integrate with other defined systems including data imports and outputs in specified formats to avoid data duplication and redundant processes.

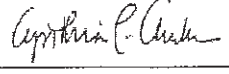
B. Explain why this service is necessary and the consequences of denial: The Airport relies on staff collaborating across divisions to ensure that all contract management processes are completed effectively and efficiently. Currently, absent an enterprise-wide contract system and central repository, each division is required to independently track core contract information. Duplication of such information can introduce delays in the exchange of quality contract data. Staff and other Airport stakeholders would benefit from an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life-cycle. The system will further allow the Airport to report on key contract metrics for improved monitoring and compliance. Denial of these services will jeopardize the Airport's ability to effectively manage contract management lifecycle and timely delivery of information for decision making and in response to inquiries.

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

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

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

IFPTE, Local 21		July 17, 2012
Union Name	Signature of person mailing/faxing form	Date

RFP sent to:	IFPTE, Local 21	on	Late Summer 2012	
	Union Name		Date	Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4021-12/13
STAFF ANALYSIS/RECOMMENDATION: Approved W 8/31/12

CIVIL SERVICE COMMISSION ACTION:

3. **DESCRIPTION OF REQUIRED SKILLS/EXPERTISE**

A. **Specify required skills and/or expertise:** Contractor to have extensive knowledge of contract management systems (software and business processes), as applied to an airport environment where different contract types are managed.

B. **Which, if any, civil service class normally performs this work?** None. Existing IT series (104x, 105x, 106x and 107x) do not have familiarity with contract management systems designed for airports. A portion of work involves training, but the IS Trainer series (1031, 1032, 1033) does not have familiarity with the programs and systems contemplated by the Airport.

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

4. **WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM**

A. **Explain why civil service classes are not applicable:** Civil service classifications are not applicable because specialized skills and level of the system knowledge are only available through the software provider. Implementation of the system is expected to occur during a specified timeframe; subsequently, software maintenance and support of the proposed system is to be provided by the solution owner.

B. **Would it be practical to adopt a new civil service class to perform this work? Explain.**
No, the proposed implementation work is of a limited duration involving specialized knowledge. Likewise, subsequent support and maintenance will require specialize knowledge and skills and will be provided by the vendor.

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

A. **Will the contractor directly supervise City and County employees?** Yes No

B. Will the contractor train City and County employees?

- Describe the training and indicate approximate number of hours.

- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained.

Systems Administration training, ~ 50-100 hours for IS Operators & Administrators (~5)
User training, ~ 200-250 hours for various project managers, analysts, and other Airport staff (~ 50).

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? No, however, the Airport Commission has approved Resolution No. 12-0076 for this work

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? A RFP will be issued and the result of that process is not known at this time.

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

Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

Print or Type Name

(650) 821-2014

Telephone Number

Airport Commission, Contracts Administration Unit
P.O. Box 8097, San Francisco, CA 94128

Address

Dang, Leorah

From: Cynthia Avakian <Cynthia.Avakian@flysfo.com>
Sent: Wednesday, August 22, 2012 1:13 AM
To: DHR-PSCCoordinator, DHR
Subject: FW: Dept 27 - Airport PSC Enterprise-wide Contract Monitoring and Compliance System
Attachments: PSC CMCS FINAL.pdf; PSC CMCS FINAL .docx; 12-0076.pdf

Jonathan,

Attached is the PSC for the Airport's PSC Enterprise-wide Contract Monitoring and Compliance System request for the September 17th Civil Service Commission meeting.

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

Cynthia Avakian
Contracts Administration Unit
San Francisco International Airport
P. O. Box 8097, San Francisco, CA 94128
E-mail: cynthia.avakian@flysfo.com
Phone: (650) 821-2014, Fax: (650) 821-2011

From: Cynthia Avakian
Sent: Tuesday, August 07, 2012 3:11 PM
To: L21PSC Review <L21PSCReview@ifpte21.org> (L21PSCReview@ifpte21.org); lwong@ifpte21.org
Cc: Joe Brenner; 'Ging Louie'; Kathy Mark; Lisa Randall; Dina Quesada
Subject: RE: Dept 27 - Airport DRAFT PSC Enterprise-wide Contract Monitoring and Compliance System

Larry,

Checking back for any questions L21 may have about this request. We plan to submit this request to DHR for the Sept 17th Civil Service Commission meeting. Let me know if you have any questions.

Thanks,

Cynthia
Phone: (650) 821-2014

From: Cynthia Avakian
Sent: Tuesday, July 17, 2012 10:39 PM
To: L21PSC Review <L21PSCReview@ifpte21.org> (L21PSCReview@ifpte21.org); lwong@ifpte21.org
Cc: Joe Brenner; 'Ging Louie'; Kathy Mark; Lisa Randall; Dina Quesada
Subject: Dept 27 - Airport DRAFT PSC Enterprise-wide Contract Monitoring and Compliance System

All,

Attached is the DRAFT PSC for PSC Enterprise-wide Contract Monitoring and Compliance System.

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

Cynthia Avakian
Contracts Administration Unit

San Francisco International Airport
P. O. Box 8097, San Francisco, CA 94128
E-mail: cynthia.avakian@flysfo.com
Phone: (650) 821-2014, Fax: (650) 821-2011

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 12-0076

**AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS FOR
CONTRACT NO. 9225 TO DESIGN AND IMPLEMENT A CONTRACT
MONITORING AND COMPLIANCE SYSTEM AND TO NEGOTIATE WITH
THE HIGHEST RANKED PROPOSER.**

WHEREAS, the Airport has determined that it is necessary to acquire an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life cycle; and

WHEREAS, in 2011, a business case was approved by the Airport's Technology Steering Committee for a system to centrally administer, track and monitor contract-related information; and

WHEREAS, staff developed business requirements for a system that would meet the specific needs of the Airport; and

WHEREAS, the Airport seeks proposals from qualified firms who have developed and deployed a system that allows for enterprise-wide tracking of contract information through the entire contract management life-cycle; now, therefore, be it

RESOLVED, that this Commission authorizes the issuance of a RFP to design and implement the Contract Monitoring and Compliance System and authorizes staff to conduct negotiations with the highest ranked proposer; and, be it further

RESOLVED, should Airport staff be unable to successfully conclude negotiations, staff is authorized to commence negotiations with the next highest ranked proposer and, be it further

RESOLVED, staff will return to the Commission for award of the proposed contact.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of _____

APR 03 2012



Secretary

PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 8, 2012

DEPARTMENT NAME: Arts Commission DEPARTMENT NUMBER 28

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

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

TYPE OF SERVICE: Design, fabricate, transport and install artworks for the SoMA West Improvement Projects.

FUNDING SOURCE: Art Enrichment

PSC AMOUNT: \$110,000 PSC DURATION: August 8, 2012 - December 31, 2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Contracts for two artists to design, fabricate, transport and install artworks for the SoMA West Improvement Projects.

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

City Administrative code section 3.19 requires that 2% of the construction budget of capital improvement projects be spent on art enrichment. Denial would prohibit the inclusion of an art enrichment opportunity.

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):

A recent Civil Service approval was for design, fabrication and installation for an artwork at 17th and Folsom Park under PSC# 3004-12/13 on July 30, 2012.

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

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

Table with 3 columns: Union Name, Signature of person mailing/faxing form, Date. Includes RFP sent to N/A, on Date, Signature.

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4022-12/13 STAFF ANALYSIS/RECOMMENDATION: Approved W 8/31/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractors must be the professional fine artists who are selected by independent selection panels and approved by the Arts Commission to enter into contracts to design, fabricate, transport and install artworks for the SoMA West Improvement Projects. These artists must have their design approved by the Arts Commission as required by City Charter.

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

None. Artist is not a Civil Service Classification.

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

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

There is no Civil Service classification for fine artists. Contractors must be the professional fine artists who have been selected by and independent selection panel and judged by the Arts Commission as being appropriate for the unique requirements of this site. Civil Service cannot perform transportation because transport classification 7355 is not insured for fine art transport and the city will not assume liability for damage to artworks sustained during transportation.

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

No. Each art enrichment project is unique and requires different skills, as determined by an independent selection panel. It is in the City's interest to develop an art collection that is diverse in style, media and artists represented.

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

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

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

B. Will the contractor train City and County employees?

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

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

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

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

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

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

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

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

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

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

Rebekah Krell
Signature of Departmental Personal Services Contract Coordinator

Rebekah Krell 252-4665
Print or Type Name Telephone Number

25 Van Ness Ave, Suite 345
San Francisco, CA 94102
Address

PERSONAL SERVICES CONTRACT SUMMARY

DATE: June 21, 2012

DEPARTMENT NAME: Arts Commission DEPARTMENT NUMBER 28

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

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

TYPE OF SERVICE: Design artwork for 17th and Folsom Park

FUNDING SOURCE: Art Enrichment

PSC AMOUNT: \$22,480 PSC DURATION: 6/21/2012 - 12/31/16

1. DESCRIPTION OF WORK

- A. Concise description of proposed work: Contract for artist to design, fabricate, transport and install artwork for 17th & Folsom Park.
B. Explain why this service is necessary and the consequences of denial: City Administrative code section 3.19 requires that 2% of the construction budget of new capital improvement projects be spent on art enrichment. Denial would prohibit Recreation and Parks Department from complying with this ordinance. This work is being funded under art enrichment funds generated from the renovation of 17th & Folsom Park.
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): Contracts for an artist to design, fabricate, transport and install an artwork have been sought by the Arts Commission in the past and have been previously approved, including PSC 4062-10/11, 4104-10/11, and 4009-08/09.
D. Will the contract(s) be renewed: NO

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

Local 1021 Union Name Signature of person mailing/faxing form Date 6/21/12
Local 21 Union Name Signature of person mailing/faxing form Date 6/21/12
RFP sent to N/A Union Name on Date Signature

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

PSC# 3004-12/13

Approval Date: 7/30/12

By: Micki Callahan, Human Resources Director

Received 7/23/12 MK

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor must be a professional fine artist who is selected and approved by the Arts Commission to enter into contract to design artwork for 17th and Folsom Park. This artist must have their design approved by the Arts Commission as required by City Charter.

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

None. Artist is not a Civil Service Classification.

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

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

There is no Civil Service classification for fine artist. Contractor must be a professional fine artist who has been selected by an independent selection panel and judged by the Arts Commission as being appropriate for the unique requirements of the site.

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

No. Each art enrichment project is unique and requires different skills, as determined by an independent selection panel. It is in the City's interest to develop an art collection that is diverse in style, media and artists represented.

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

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

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

B. Will the contractor train City and County employees?

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

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

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

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

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

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

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

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

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

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


 Signature of Departmental Personal Services Contract Coordinator

Rebekah Krell

252-4665

Print or Type Name

Telephone Number

25 Van Ness Ave, Suite 345
 San Francisco, CA 941102

Address

PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 22, 2012

DEPARTMENT NAME: PLANNING DEPARTMENT

DEPARTMENT NUMBER: 29

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

TYPE OF REQUEST:

[X] INITIAL REQUEST [] MODIFICATION (PSC # _____)

TYPE OF SERVICE: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and Archeology Review

FUNDING SOURCE: Various

PSC AMOUNT: \$1,500,000 PSC DURATION: September 18, 2012 - September 30, 2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis for detailed environmental, (Continued on Attachment)

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

The services are required to comply with the California Environmental Quality Act ("CEQA") in the provision of mandatory environmental and transportation impact studies, historic resources evaluation, and archeological research by consultants with expertise in the various project areas. Denial would result in legal risk to the City, and the inability to adopt area plans and programs that advance a better built environment in the City.

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

Services similar in scope have been provided through a personal services contract, PSC #4018-10/11.

D. Will the contract(s) be renewed? Contracts will be awarded on an as-needed basis for various projects.

It is possible that one firm may be awarded more than one contract for different projects during the RFQ term.

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

[X] IFPTE Local 21, on 8/22/12, Signature of person mailing/faxing form Date

[] Union Name, Signature of person mailing/faxing form Date

RFP sent to IFPTE Local 21, on 07/23/2012, Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4023-12/13

STAFF ANALYSIS/RECOMMENDATION: Approved [Signature] 8/31/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The firms that would perform these services must have technical experts in the areas of environmental science/air quality, meteorology (including knowledge and experience with Urbemis software), graphic information systems, 3-D modeling, shadow, transportation and traffic engineering analysis, and related fields, and the ability to compile data and make projections pertaining to greenhouse gasses and related environmental impacts. *(continued on attachment)*

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

These services would be performed by a combination of experts and expertise as stated in 3.A above.

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

Contractor's staff would perform the requested services at their company offices, with some on-site review of the development or plan area.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Due to the unique nature of California Environmental Quality Act (CEQA) requirements, no planning departments in California counties routinely prepare environmental or transportation-related impact studies with historic resource and archeology review because these studies require expertise in many topics, *(continued on attachment)*

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

Due to the various combinations of environmental and transportation impact knowledge and expertise required for each project or plan, it would not be desirable or practical to create various classifications, or classifications with various specialties, that may be called on to provide services for only a fraction of any project for a limited duration.

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"/> |
| • Describe the training and indicate approximate number of hours. | | |
| • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate numbers to be trained. | | |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?
<i>Some of the public contracts may be funded by federal or state grant</i> | <input checked="" 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? <i>Possibly; unknown at this time.</i> | <input type="checkbox"/> | <input type="checkbox"/> |

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



Signature of Departmental Personal Services Contract Coordinator

Thomas DiSanto

415-575-9113

Print or Type Name

Telephone Number

1650 MISSION ST STE 400
SAN FRANCISCO CA 94103

Address

ATTACHMENT

DATE: August 22, 2012

DEPARTMENT NAME: PLANNING DEPARTMENT

DEPARTMENT NUMBER: 29

TYPE OF SERVICE: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and Archeology Review

1.A Concise description of proposed work (Continued):

transportation impact analysis, historic resources evaluation, and archeological research on various private and public projects. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMa Streetscape Plan, Health Care Services Master Plan, and Urban Forest Master Plan.

Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions.

The Department has determined that the most effective way to provide these specialized studies is to solicit consultants to create as large a pool as possible of pre-qualified firms with the knowledge and expertise in environmental and/or transportation impact analysis, historic resource and archeology review which would follow the best practice of other California counties. Inclusion in the pre-qualified pool will be mandatory for any consultant to either 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource and archeology review which must be reviewed and finalized by Department staff; or 2) enter into contracts with the City and County of San Francisco on an as-needed basis for the provision of specialized studies.

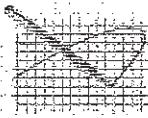
3.A Description of required skills/expertise (Continued):

These firms would also need to provide archeological field work and analysis, and historic resource related field work and analysis.

4.A Explain why civil service classes are not applicable (Continued):

including archeology, greenhouse gas emissions, historic resource evaluations, shadow and wind analysis, and transportation analysis. Environmental, transportation impact study, historic resource, and archeology firms are able through subconsulting relationships to call on a range of expertise, modeling, and other state-of-the-art technologies.

In order for the Planning Department to complete environmental and transportation impact studies with historic resource and archeology review in-house, it would require substantial investment in additional staff and technologies, which would not be cost-effective or follow best practices of any other California jurisdiction. Since these analyses are for very specific areas of the city and it is not an ongoing project, it is the most cost-efficient way to have as-needed consultants to provide these specialized studies.



Lisa Chau/CTYPLN/SFGOV

08/22/2012 04:01 PM

To L21PSC Review <L21PSCReview@ifpte21.org>

cc DHR-PSCCoordinator@sfgov.microsoftonline.com

bcc

Subject Re: Planning Department's pre-qualified pool, RFQ 12/13-002



Dear Local 21 representatives,

I am sending you the PSC summary regarding the mentioned RFP that I sent to you on 7/23/12.

Thanks!



Central Corridor Plan EIR PSC summary.pdf

Regards,

Lisa Chau

San Francisco Planning Department

1650 Mission Street, Suite 400

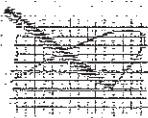
San Francisco, CA 94103

Tel: 415 575 9042

Fax: 415 558 6409

E-mail: Lisa.Chau@sfgov.org

Lisa Chau/CTYPLN/SFGOV



Lisa Chau/CTYPLN/SFGOV

07/23/2012 03:07 PM

To L21PSC Review <L21PSCReview@ifpte21.org>

cc DHR-PSCCoordinator@sfgov.microsoftonline.com

Subject Planning Department's pre-qualified pool, RFQ 12/13-002

Dear Local 21 representatives,

Attached is the mentioned RFQ.

We are hoping to get on the Civil Service Commission calendar on 9/17/12.

Please kindly let me know if you have any questions.

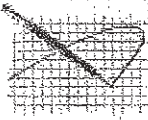


2012 RFQ Final.docx

Regards,

Lisa Chau

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
Tel: 415 575 9042
Fax: 415 558 6409
E-mail: Lisa.Chau@sfgov.org



Lisa Chau/CTYPLN/SFGOV

07/23/2012 03:07 PM

To L21PSC Review <L21PSCReview@ifpte21.org>
cc DHR-PSCCoordinator@sfgov.microsoftonline.com
bcc
Subject Planning Department's pre-qualified pool, RFQ 12/13-002

Dear Local 21 representatives,

Attached is the mentioned RFQ.

We are hoping to get on the Civil Service Commission calendar on 9/17/12.

Please kindly let me know if you have any questions.



2012 RFQ final.docx

Regards,
Lisa Chau
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
Tel: 415 575 9042
Fax: 415 558 6409
E-mail: Lisa.Chau@sfgov.org

PERSONAL SERVICES CONTRACT SUMMARY

[10] 4/18 - 10/11
EIR AS NEEDED POOL

DATE: July 7, 2010

DEPARTMENT NAME: PLANNING DEPARTMENT DEPARTMENT NUMBER: 29

TYPE OF APPROVAL: EXPEDITED REGULAR (OMIT POSTING
 CONTINUING ANNUAL

TYPE OF REQUEST: INITIAL REQUEST MODIFICATION (PSC # _____)

TYPE OF SERVICE: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and Archeology Review

FUNDING SOURCE: Various

PSC AMOUNT: \$1,500,000 PSC DURATION: August 2, 2010 - July 31, 2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work:
The San Francisco Planning Department (the "Department") has determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis for detailed environmental, (Continued on Attachment)

B. Explain why this service is necessary and the consequence of denial:
The services are required to comply with the California Environmental Quality Act ("CEQA") in the provision of mandatory environmental and transportation impact studies, historic resources evaluation, and archeological research by consultants with expertise in the various project areas. Denial would result in legal risk to the City the inability to adopt area plans and programs that advance a better built environment in the City.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):
Services similar in scope have been provided through a personal services contract, PSC #4000-08/09.

D. Will the contract(s) be renewed? Contracts will be awarded on an as-needed basis for various projects. It is possible that one firm may be awarded more than one contract for different projects during the RFQ term.

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

SEIU Local 1021, on 07/7/2010
Union Name Signature of person mailing/faxing form Date

Union Name Signature of person mailing/faxing form Date

RFP sent to IFPTE Local 21, on 07/7/2010
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# _____
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The firms that would perform these services must have technical experts in the areas of environmental science/air quality, meteorology (including knowledge and experience with Urbemis software), graphic information systems, 3-D modeling, shadow, transportation and traffic engineering analysis, and related fields, and the ability to compile data and make projections pertaining to greenhouse gasses and related environmental impacts. (continued on attachment)

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

These services would be performed by a combination of experts and expertise as stated in 3.A above. These specialists are not represented in any civil service classes except for the historic resource portion. (continued on attachment)

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

Contractor's staff would perform the requested services at their company offices, with some on-site review of the development or plan area.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Due to the unique nature of California Environmental Quality Act (CEQA) requirements, no planning departments in California counties routinely prepare environmental or transportation-related impact studies with historic resource and archeology review because these studies require expertise in many topics, (continued on attachment)

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

Due to the various combinations of environmental and transportation impact knowledge and expertise required for each project or plan, it would not be desirable or practical to create various classifications, or classifications with various specialties, that may be called on to provide services for only a fraction of any project for a limited duration.

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

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

Yes No

B. Will the contractor train City and County employees?

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

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 personal services contract with your department? Possibly; unknown at this time.

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



Signature of Departmental Personal Services Contract Coordinator

Thomas DiSanto

415-575-9113

Print or Type Name

Telephone Number

1650 MISSION ST STE 400
SAN FRANCISCO CA 94103

Address

ATTACHMENT

DATE: July 7, 2010DEPARTMENT NAME: PLANNING DEPARTMENT DEPARTMENT NUMBER: 29TYPE OF SERVICE: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and Archeology Review1.A Concise description of proposed work (Continued):

transportation impact analysis, historic resources evaluation, and archeological research on various private and public projects. Such projects include, but are not limited to: environmental review of the Japantown Better Neighborhood Plan, India Basin Shoreline Community Planning Process, and the Fourth and King Street Railyards Study.

Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions.

The Department has determined that the most effective way to provide these specialized studies is to solicit consultants to create as large a pool as possible of pre-qualified firms with the knowledge and expertise in environmental and/or transportation impact analysis, historic resource and archeology review which would follow the best practice of other California counties. Inclusion in the pre-qualified pool will be mandatory for any consultant to either 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource and archeology review which must be reviewed and finalized by Department staff; or 2) enter into contracts with the City and County of San Francisco on an as-needed basis for the provision of specialized studies.

3.A Description of required skills/expertise (Continued):

These firms would also need to provide archeological field work and analysis, and historic resource related field work and analysis.

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

The Historic Resource portion would normally be provided by those in the [Preservation] Planner III and [Preservation Coordinator] Planner IV classifications, which include historic preservation specialties that conform to the federal Professional Qualifications Standards. There is no readily identifiable historic architect classification that meets the federal requirements.

4.A Explain why civil service classes are not applicable (Continued):

including archeology, greenhouse gas emissions, historic resource evaluations, shadow and wind analysis, and transportation analysis. Environmental, transportation impact study, historic resource, and archeology firms are able through subconsulting relationships to call on a range of expertise, modeling, and other state-of-the-art technologies.

In order for the Planning Department to complete environmental and transportation impact studies with historic resource and archeology review in-house, it would require substantial investment in additional staff and technologies, which would not be cost-effective or follow best practices of any other California jurisdiction. Since these analyses are for very specific areas of the city and it is not an ongoing project, it is the most cost-efficient way to have as-needed consultants to provide these specialized studies.



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

July 22, 2010

E. DENNIS NORMANDY
PRESIDENT

DONALD A. CASPER
VICE PRESIDENT

MORGAN R. GORRANO
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION MEETING

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4016-10/11
THROUGH 4022-10/11.**

The above matter will be considered by the Civil Service Commission at a meeting to be held on August 2, 2010 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

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

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

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

CIVIL SERVICE COMMISSION


ANITA SANCHEZ
Executive Officer

Attachment

c: Rachel Buerkle, Department of the Environment
Micki Callahan, Human Resources Director
Gordon Choy, Department of Public Works
Thomas DiSanto, City Planning
Joan Lubamersky, General Services Agency
Pauline Marx, Treasurer/Tax Collector
Jonathan Nelly, Department of Human Resources
Commission File
Commissioners' Binder
Chron

POSTING FOR
8/2/2010

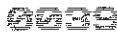
PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4016-10/11	90	Public Works	Regular	\$400,000	Contractor shall fully provide multi-surface graffiti abatement services, on private property, within the city limits of San Francisco. This multi-surface graffiti removal process will include scraping, priming, power washing, color matching and painting and the application of environmentally safe chemical removers and cleaning agents. The department anticipates awarding 4 as-needed contracts, each not to exceed \$100,000.	8/31/2013
4017-10/11	22	Environment	Regular	\$75,000	GreenFinanceSF is a City sponsored Clean Energy Loan Program ("PACE" program) which will property owners (residential and commercial) to install electric and thermal solar systems and make energy efficiency improvements to their buildings and pay for the cost of such improvements over 20 years through a special tax on their property tax bills. The City will facilitate the project funding for each project through proceeds derived from sale of special tax bonds or other borrowings secured by a special tax levy on participating landowners' property tax bill.	12/31/2018
4018-10/11	29	City Planning	Regular	\$1,500,000	The contractor will administer (and finance) the program. The administrative services include program design services; program implementation services, including: web portal with online application interface, project data tracking; program marketing and communications (web, print, in person, training materials); program administration services including: application processing, request, and payment; program reporting, program documentation, and customer services; special tax administrative services (special tax apportionment method, data collection, boundary map preparation and recordation), contributions to disclosure documents, annual special tax levy calculation and enrollment, annual CFD administration report preparation, delinquent special tax reporting, repayments of special tax items).	7/31/2013
4019-10/11	22	Environment	Regular	\$100,000	The San Francisco Planning Department (the "Department") has determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-quotations ("RFQ") process to use on an as-needed basis for detailed environmental, transportation impact analysis, historic resources evaluation, and archeological research on various private and public projects. Such projects include, but are not limited to: environmental review of the Japantown Better Neighborhood Plan, India Basin Shoreline Community Planning Process, and the Fourth and King Street Railyards Study. Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions. The Department has determined that the most effective way to provide these specialized studies is to solicit consultants to create as large a pool as possible of pre-qualified firms with the knowledge and expertise in environmental and/or transportation impact analysis, historic resource and archeology review which would follow the best practice of other California counties. Inclusion in the pre-qualified pool will be mandatory for any consultant either 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource and archeology review which must be reviewed and finalized by Department staff; or 2) enter into contracts with the City and County of San Francisco on an as-needed basis for the provision of specialized studies.	9/30/2014

POSTING FOR
8/2/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4020-10/11	08	Treasurer/Tax Collector	Regular	\$300,000	Provide financial advisory services to the Treasurer/Tax Collector in the following areas: economic data analysis, fed funds rate and yield curve analysis; horizon analysis, sector and credit distribution; callables structures and maturity distribution; performance summary and attribution analysis; portfolio characteristics and cash flow analysis; review of investment sectors; portfolio recommendations; target maturity structure recommendations; investment Pool core and liquidity balances analysis; and credit analysis for corporate issuers.	7/31/2015
4021-10/11	70	General Services Agency	Regular	\$60,000,000	The Risk Management Division of the Office of the City Administrator seeks to reestablish a pool of as-needed insurance brokers and to place insurance and provide specialized support and independent analysis (e.g., act as independent insurance advisor, proactively analyze the City's insurance programs and identify risk transfers and risk financing options), risk analysis and Enterprise Risk Management consultant services (e.g., assess risks and propose an enterprise solution to mitigate/measure/improve the City's risk profile), insurance services (e.g., design policies and programs most advantageous to the City for coverage of exposures), and claims support services (e.g., represent the City in policy interpretation and negotiations with carriers.) The pool will be utilized by multiple departments including the Airport, SFMTA, SFPUC, and Port. During the six year period, approximately \$33 million will be for insurance premiums and approximately \$7 million for risk management consultant services. Vendors will also train City managers on new international standards for Enterprise Risk Management.	11/30/2016
4022-10/11	70	General Services Agency	Regular	\$300,000	Parking Garage operation and management at the One South Van Ness Garage consisting of transient and monthly parking for 142 vehicles.	7/31/2016



August 02, 2010 Regular Meeting

MINUTES Regular Meeting August 2, 2010

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

CALL TO ORDER

2:02 p.m.

ROLL CALL

President E. Dennis Normandy	Present
Vice President Donald A. Casper	Present
Commissioner Morgan R. Gorrone	Present
Commissioner Mary Y. Jung	Present

President E. Dennis Normandy presided.

APPROVAL OF MINUTES

Special Meeting of July 19, 2010

Action: Approve. (Vote of 4 to 0)

Regular Meeting of July 19, 2010

Action: Approve. (Vote of 4 to 0)

0268-10-1

Commendation for Joy Y. Boatwright for her dedicated service to the City and County of San Francisco as Civil Service Commissioner from January 2009 to January 2010. (Item No. 4)

Speakers: Vice President Donald A. Casper

Action: Adopt. (Vote of 4 to 0)

0267-10-8

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

4017-10/11	Environment	\$75,000	<p>GreenFinanceSF is a City sponsored Clean Energy Loan Program ("PACE" program) which will allow property owners (residential and commercial) to install electric and thermal solar systems and make energy efficiency improvements to their buildings and pay for the cost of such improvements over 20 years through a special tax on their property tax bills. The City will facilitate the project funding for each project through proceeds derived from sale of special tax bonds or other borrowings secured by a special tax levy on participating landowners' property tax bill.</p> <p>The contractor will administer (and finance) the program. The administrative services include program design services; program implementation services, including: web portal with online application interface, project data tracking; program marketing and communications (web, print, in person, training materials); program administration services including: application processing, request, and payment; program reporting, program documentation, and customer services; special tax administrative services (special tax apportionment method, data collection, boundary map preparation and recordation, contributions to disclosure documents, annual special tax levy calculation and enrollment, annual CFD administration report preparation, delinquent special tax reporting, repayments of special tax liens).</p>	Regular	12/31/18
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4018-10/11	City Planning	\$1,500,000	<p>The San Francisco Planning Department (the "Department") has determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request for qualifications ("RFQ") process to use on an as-needed basis for detailed environmental, transportation impact analysis, historic resources evaluation, and archeological research on various private and public projects. Such projects include, but are not limited to: environmental review of the Japantown Better Neighborhood Plan, India Basin Shoreline Community Planning Process, and the Fourth and King Street Railyards Study. Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions. The Department has determined that the most effective way to provide these specialized studies is to solicit consultants to create as large a pool as possible of pre-qualified firms with the knowledge and expertise in environmental and/or transportation impact analysis, historic resource and archeology review which would follow the best practice of other California counties. Inclusion in the pre-qualified pool will be mandatory for any consultant to either 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource and archeology review which must be reviewed and finalized by Department staff; or 2) enter into contracts with the City and County of San Francisco on an as-needed basis for the provision of specialized studies.</p>	Regular	07/31/13
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4019-10/11	Environment	\$100,000	Vendor will design and develop a web-based platform to allow multiple agencies to jointly manage and share recycling/reuse/disposal information with residents and businesses through the Bay Area.	Regular	09/30/14
4020-10/11	Treasurer/Tax Collector	\$300,000	Provide financial advisory services to the Treasurer/ Tax Collector in the following areas: economic data analysis, fed funds rate and yield curve analysis; horizon analysis, sector and credit distribution; callable structures and maturity distribution; performance summary and attribution analysis; portfolio characteristics and cash flow analysis; review of investment sectors; portfolio recommendations; target maturity structure recommendations; Investment Pool core and liquidity balances analysis; and credit analysis for corporate issuers.	Regular	07/31/15
4021-10/11	General Services Agency	\$60,000,000	The Risk Management Division of the Office of the City Administrator seeks to reestablish a pool of as-needed insurance brokers and to place insurance and provide specialized support and independent analysis (e.g., act as independent insurance advisor, proactively analyze the City's insurance programs and identify risk transfers and risk financing options), risk analysis and Enterprise Risk Management consultant services (e.g., assess risks and propose an enterprise solution to mitigate/measure/improve the City's risk profile), insurance services (e.g., design policies and programs most advantageous to the City for coverage of exposures), and claims support services (e.g., represent the City in policy interpretation and negotiations with carriers.) The pool will be utilized by multiple departments including the Airport,	Regular	11/30/16

			SFMTA, SFPUC, and, Port. During the six year period, approximately \$53 million will be for insurance premiums and approximately \$7 million for risk management consultant services. Vendors will also train City managers on new international standards for Enterprise Risk Management.		
4022-10/11	General Services Agency	\$500,000	Parking Garage operation and management at the One South Van Ness Garage consisting of transient and monthly parking for 142 vehicles.	Regular	07/31/16

Speakers: Larry Stringer, Department of Public Works spoke on PSC #4016-10/11.
 Rich Chien and Mark Westlund, Department of the Environment spoke on PSC #4017-10/11.
 Thomas DiSanto and Sarah Jones, City Planning spoke on PSC #4018-10/11.
 Mark Westlund, Department of the Environment spoke on PSC #4019-10/11.
 Joan Lubamersky and Matt Hansen, General Services Agency spoke on PSC #4021-10/11.

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

0265-10-1 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. 6)

Speakers: Micki Callahan, Human Resources Director

Action: Adopt the staff report; Transmit rates to the Retirement System in accordance with Charter Section A8.590.1-A8.590-7; Provide report to the Board of Supervisors. (Vote of 4 to 0)

0211-10-5 Rule Amendments to Civil Service Commission Rules applicable to the Uniformed Ranks of the San Francisco Police Department; specifically, Rule 213 - Certification of Eligibles - Police Department. (Item No. 7)

December 7, 2009: Post for Meet and Confer.

March 15, 2010: No disclosure of any or all discussions held in closed session.

April 19, 2010: No disclosure of any or all discussions held in closed session.

June 7, 2010: Postpone to the meeting of June 21, 2010 at the request of the Department of Human Resources.

June 21, 2010: Continue to the meeting of July 19, 2010, preceded by a closed session Special Meeting.

July 19, 2010: Direct the Executive Officer to post the proposed amendments to Civil Service Commission Rule 213 – Certification of Eligibles – Police Department (dated May 17, 2010) for adoption at the Regular Meeting of the Civil Service Commission on Monday, August 2, 2010.

Speakers: Anita Sanchez, Executive Officer, Civil Service Commission
Vice President Donald A. Casper

Action: Adopt as posted. Directed that the examination announcement for Q-80 Captain be amended to reflect the amended Certification Rule for promotions and that all candidates in the applicant pool taking the examination for Q-80 Captain be notified. (Vote of 4 to 0)

0391-08-6 **Appeal by Alvin Johnson of the Human Resources Director's finding of insufficient evidence to support allegations of discrimination, harassment, and retaliation. (Item No. 8)**

Speakers: Anita Sanchez, Executive Officer, Civil Service Commission

Action: Adopt the report. Sustain the decision of the Human Resources Director, deny the appeal by Alvin Johnson. (Vote of 3 to 1; Vice President Casper dissents.) Mr. Johnson failed to appear.

0269-10-1 **Executive Officer seeking direction from the Commission on Meeting Procedures; including, but not limited to having Public Comment on matters under the jurisdiction of the Commission at the beginning of the meeting; use of timer during 3 minute limit for public comment and require justification with requests to sever items on the Ratification Agenda. (Item No. 9)**

Speakers: Anita Sanchez, Executive Officer, Civil Service Commission
Joe Brenner, IFFTE Local 21
Micki Callahan, Human Resources Director

Action: Directed the Executive Officer to place item on calendar as an action item.

0270-10-1 **Report on Goals and Objectives of Civil Service Commission as of June 30, 2010, including Summary of FY 2009-10 Inspection Service Requests and Merit System Audits. (Item No. 10)**

Speakers: Anita Sanchez, Executive Officer, Civil Service Commission

Action: Accept the report. (Vote of 4 to 0)

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION (Item No. 11)

Micki Callahan, Human Resources Director briefly reported on the San Francisco Police Department's interest in hiring Police Officers laid off by other jurisdictions.

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 12)

Commissioner Gorrone requested the matter that Human Resources Director Callahan reported on be put on calendar in the near future.

Vice President Casper inquired about an article in the San Francisco Chronicle regarding the San Francisco Police Department deploying civilians to conduct preliminary investigations of low-level crimes and the lack of civil service classifications to perform such investigations. Director Callahan will submit a report addressing the matter at the Civil Service Commission meeting of August 16, 2010.

Vice President Casper expressed concerns that have been raised with him about the upcoming H-50 Assistant Chief of Department examination in the San Francisco Fire Department with respect to the study guide. He requested the Executive Officer to look into these concerns and report to the Commissioners.

ADJOURNMENT (Item No. 13)

3:30 p.m.

PERSONAL SERVICES CONTRACT SUMMARY

(Rev01)

DATE: August 22, 2012

DEPARTMENT NAME: PLANNING DEPARTMENT DEPARTMENT NUMBER: 29

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

TYPE OF REQUEST:

[X] INITIAL REQUEST [] MODIFICATION (PSC # _____)

TYPE OF SERVICE: Transportation Impact Study Environmental Impact Report for the Central Corridor Plan

FUNDING SOURCE: General fund and federal grant

PSC AMOUNT: 1,200,000.00 PSC DURATION: September 18, 2012 - December 31, 2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The San Francisco Planning Department is seeking a consultant to assist the Department in the preparation, production, management and successful completion of environmental analysis, including an environmental impact report ("EIR") and transportation impact study ("TIS") and possibly other technical documentation for the Central Corridor Plan. The objective of the environmental analysis service is to satisfy the requirements of the California Environmental Quality Act ("CEQA"), the CEQA Guidelines, the San Francisco Administrative Code Chapter 31, and applicable local, State, and federal regulatory requirements. (Continued on Attachment)

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

The service is necessary because the City does not have the staffing to perform the service in-house. These services are routinely provided in the same way for other similar projects. Denial would result in delay in the completion of the Central Corridor Plan, which is part of the San Francisco General Plan.

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):

Services similar in scope have been provided through a personal services contract, PSC #4138-11/12.

D. Will the contract(s) be renewed? No, services are required specifically for this one-time project.

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

[X] IFPTE Local 21 Union Name Signature of person mailing/faxing form Date 8/22/12 [] Union Name Signature of person mailing/faxing form Date RFP sent to IFPTE Local 21 Union Name on 7/23/2012 Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4024-12/13 STAFF ANALYSIS/RECOMMENDATION: Approved [Signature] 8/31/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

(Rev01)

A. Specify required skills and/or expertise:

Experience in the preparation of EIRs in plan areas, particularly within a major urban setting and also with experience working on CEQA documents where land use planning scenario is analyzed in detail. Expertise and experience with the full range of environmental issues including analysis of transportation, cultural resources and air quality.

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

Services would normally be provided by a 5299 Planner IV – Environmental Review combined with scientific knowledge and skills in transportation analysis.

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 required for this one-time project only. The Planning Department lacks the staff resources to fully perform the range of planning and review tasks, e.g. air quality technical analysis, historic architectural survey, geotechnical study, noise technical analysis, needed for this project, which are highly specialized.

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

No. This is a one-time, technically specific and deadline driven project.

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

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

Yes No

B. Will the contractor train City and County employees?

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


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 personal services contract with your department?

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


Signature of Departmental Personal Services Contract Coordinator

SBJ/EF

Alicia John-Baptiste

415-558-6547

Print or Type Name

Telephone Number

1650 MISSION ST STE 400
SAN FRANCISCO CA 94103

Address

ATTACHMENT

(Rev01)

DATE: August 22, 2012

DEPARTMENT NAME: PLANNING DEPARTMENT

DEPARTMENT NUMBER: 29

TYPE OF SERVICE: Transportation Impact Study Environmental Impact Report for the Central Corridor Plan

A Concise description of proposed work (Continued)

This EIR will analyze proposed land use controls, changes to existing height districts, and area plan policies at the programmatic level. Primary environmental issues are expected to be land use and planning, aesthetics, cultural resources, transportation and circulation, air quality, wind, shadow, and open space/recreation.

Dang, Leorah

From: Lisa.Chau@sfgov.org
Sent: Wednesday, August 22, 2012 4:02 PM
To: L21PSC Review
Cc: DHR-PSCCoordinator, DHR
Subject: Re: Planning Department's pre-qualified pool, RFQ 12/13-002
Attachments: Central Corridor Plan EIR PSC summary.pdf; 2012 RFQ final.docx

Dear Local 21 representatives,

I am sending you the PSC summary regarding the mentioned RFP that I sent to you on 7/23/12.

Thanks!

(See attached file: Central Corridor Plan EIR PSC summary.pdf)

Regards,
Lisa Chau
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
Tel: 415 575 9042
Fax: 415 558 6409
E-mail: Lisa.Chau@sfgov.org

Lisa
Chau/CTYPLN/SFGOV

To
07/23/2012 03:07 PM L21PSC Review
<L21PSCReview@ifpte21.org>
cc
DHR-PSCCoordinator@sfgov.microsoftonline.com

Subject
Planning Department's pre-qualified
pool, RFQ 12/13-002

Dear Local 21 representatives,

Attached is the mentioned RFQ.

We are hoping to get on the Civil Service Commission calendar on 9/17/12.

Please kindly let me know if you have any questions.

(See attached file: 2012 RFQ final.docx)

Regards,
Lisa Chau
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
Tel: 415 575 9042
Fax: 415 558 6409
E-mail: Lisa.Chau@sfgov.org

Dang, Leorah

From: Lisa.Chau@sfgov.org
Sent: Wednesday, August 22, 2012 4:07 PM
To: L21PSC Review
Cc: DHR-PSCCoordinator, DHR
Subject: Re: Central Corridor Plan, Transportation Impact Study and Environmental Impact study RFP
Attachments: Central Corridor Plan EIR PSC summary.pdf, Central Corridor Plan EIR ALMOST FINAL RFP LC July 23 12.doc

Dear Local 21 Representative:

I am sending you the PSC summary regarding the mentioned RFP.

Thanks!

(See attached file: Central Corridor Plan EIR PSC summary.pdf)

Regards,

Lisa Chau

San Francisco Planning Department

1650 Mission Street, Suite 400

San Francisco, CA 94103

Tel: 415 575 9042

Fax: 415 558 6409

E-mail: Lisa.Chau@sfgov.org

Lisa

Chau/CTYPLN/SFGOV

To

07/23/2012 04:02

L21PSC Review

PM

<L21PSCReview@ifpte21.org>

cc

DHR-PSCCoordinator@sfgov.microsoftonline.com

Subject

Re: Central Corridor Plan,
Transportation Impact Study and
Environmental Impact study RFP
(Document link: Lisa Chau)

Dear Local 21 Representative:

Attached is the finalized RFP for the mentioned RFP.
Please kindly let me know if you have any questions.

(See attached file: Central Corridor Plan EIR ALMOST FINAL RFP LC July 23
12.doc)

Thanks a lot!

Regards,
Lisa Chau
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
Tel: 415 575 9042
Fax: 415 558 6409
E-mail: Lisa.Chau@sfgov.org

Lisa
Chau/CTYPLN/SFGOV

To
06/25/2012 06:03 PM L21PSC Review
<L21PSCReview@ifpte21.org>
cc
DHR-PSCCoordinator@sfgov.microsofto
nline.com
Subject
Central Corridor Plan,
Transportation Impact Study and
Environmental Impact study RFP

Dear Local 21 Representative:

The Planning Department is going to issue a RFP for the Central Corridor Plan, Transportation Impact Study and Environmental Impact study in July.
I am going to email the PSC summary to you tomorrow:

Here's the scope of work:

The purpose of this task is to prepare an environmental impact report (EIR) that meets the requirements of the California Environmental Quality Act (CEQA). Qualified candidates should have experience in the preparation of EIRs for plan areas, particularly within a major urban setting and should also demonstrate experience working on CEQA documents where more than one land use planning scenario is analyzed in detail. Consultants responding to this RFP

must have proven expertise and experience with the full range of environmental issues including analysis of transportation, cultural resources and air quality, among other topics described in this RFP.

To successfully manage and complete an EIR for the Central Corridor Plan, the Department requests proposals that outline a comprehensive plan of action, and provide adequate levels of consultant support. Department staff from EP will manage the EIR and associated technical background studies.

The selected consultant team (Consultant) will prepare and distribute the administrative and published drafts of the background studies and EIR under the direction of EP staff in accordance with the Department's Guidelines for the Preparation of Environmental Review Documents. The Planning Department's Citywide Planning division will be conducting the planning process, and there will be ongoing communication between EP, Citywide Planning and the Consultant throughout the plan and EIR processes.

It is intended that the EIR will analyze new land use controls, changes to existing height districts, and proposed area plan policies at the program level. As with any proposed project, the environmental impacts that the EIR will need to consider will be those that are related to the potential changes resulting from the proposed plan, as compared to existing conditions as they exist at the time the EIR's Notice of Preparation is published. Primary environmental issues are expected to be land use and planning, aesthetics, cultural resources, transportation, air quality, wind, shadow, and open space.

As discussed, the approach to the EIR's impact analyses will be programmatic for purposes of analyzing the proposed land use controls and project-specific for the purposes of analyzing the effects of those projects specified above in Section I.B.4. Underpinning this, the consultant's approach to the CEQA analyses should be formulated in a manner that allows the Planning Department the ability, to the maximum extent feasible, to streamline the environmental review of future projects that are consistent with the Plan through issuance of Community Plan Exemptions under CEQA Section 21083.3 or Infill Projects Eligible for Streamlining under CEQA Section 21094.5. The EIR will also include project-level analysis of a multi-phased expansion and modification of the existing Moscone Convention Center complex. Specifics related to this proposed project will be included in a Memorandum of Understanding (MOU) between the Planning Department, Office of Economic and Workforce Development, Department of Public Works, the San Francisco Tourism Improvement District and SF Travel. The Planning Department intends to finalize the MOU in fall 2012.

Also at the project-level, the EIR is intended to address potential dimensional and operational changes to the SoMa transportation network as a result of implementation of the Howard and Folsom Street alternatives described on pg. 19 of this RFP. Additionally, as outlined under Section 1, subsection 4 of this RFP, the EIR will also include a project-level analysis of a number of public realm proposals that would be developed in conjunction with the Plan. The Plan's alternative scenarios and individual projects will therefore require an analysis in a transportation study, and this RFP assumes the prime environmental consultant will team with other subconsultant(s) as necessary, such as a transportation consultant to prepare the transportation analysis and summary of said analysis for inclusion in the transportation section of the EIR.

Regards,

Lisa Chau

San Francisco Planning Department

1650 Mission Street, Suite 400

San Francisco, CA 94103

Tel: 415 575 9042

Fax: 415 558 6409

E-mail: Lisa.Chau@sfgov.org

PERSONAL SERVICES CONTRACT SUMMARY

(Rev01)

DATE: April 23, 2012

DEPARTMENT NAME: PLANNING DEPARTMENT DEPARTMENT NUMBER: 29

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

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

TYPE OF SERVICE: Environmental Impact Analysis and Transportation Impact Study on transportation Sustainability Program

FUNDING SOURCE: General fund

PSC AMOUNT: 1,100,000.00 PSC DURATION: June 1, 2012 - December 31, 2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Transportation Impact Study (TIS) and a citywide programmatic Environmental Impact Report (EIR) for the Transportation Sustainability Program (TSP) consisting of two interrelated policy initiatives by the City and County of San Francisco. This initiative concerns a funding program for addressing the citywide transportation system performance impacts of additional housing and jobs generated by new development. The City would fund these improvements by adopting the proposed Transportation Sustainability Fee (TSF), a new development fee based on motorized trips.

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

The service is necessary because the City does not have the staffing to perform the service in-house and is routinely provided in the same way for other similar projects. The project that is being supported by the service is the result of intensive policy development, study and analysis by the Mayor's Office, Planning Department, City Attorney, SFMTA and SFCTA over several years and would provide up to \$1.4 billion (continued on attachment)

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):

Services similar in scope have been provided through a personal services contract, PSC #4029-07/08.

D. Will the contract(s) be renewed? No, services are required specifically for this one-time project.

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

[X] IFPTE Local 21 Union Name Signature of person mailing/faxing form Date 4/23/12

[] Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

(Rev01)

A. Specify required skills and/or expertise:

Experience in environmental analysis in accordance with CEQA. Expertise in transportation impact analysis including impacts to multiple travel modes. Expertise in environmental analysis of complex transit system components. Experience in the preparation and publication of environmental studies and reports. Previous experience in, and familiarity with, environmental and transportation impact studies particular to San Francisco.

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

Services would normally be provided by a 5299 Planner IV – Environmental Review combined with scientific knowledge and skills in transportation analysis.

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 required for this one-time project only. The Planning Department lacks the staff resources to fully perform the range of planning and review tasks needed for this project, which is highly specialized.

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

No. This is a one-time, technically specific and deadline driven project.

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

Yes No

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

B. Will the contractor train City and County employees?

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

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 personal services contract with your department?

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

Signature of Departmental Personal Services Contract Coordinator

SBJ/EF

Thomas DiSanto

415-575-9113

Print or Type Name

Telephone Number

1650 MISSION ST STE 400
SAN FRANCISCO CA 94103

Address

ATTACHMENT

DATE: April 23, 2012

DEPARTMENT NAME: PLANNING DEPARTMENT

DEPARTMENT NUMBER: 29

TYPE OF SERVICE: Environmental Impact Analysis and Transportation Impact Study on Transpiration Sustainability Program

1.B Explain why this service is necessary and the consequence of denial (Continued):
of funding for transportation infrastructure and service improvements throughout the City. The consequences of denial would be the inability of the City to implement this vital program.



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

June 25, 2012

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4133-11/12
THROUGH 4141-11/12; 4098-10/11; AND 3103-09/10.**

At its meeting of June 18, 2012 the Civil Service Commission had for its consideration the above matter.

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

The Commission:

- 1) Adopted the report; Approved request for PSC #4134-11/12 as amended. Notified the Office of the Controller and the Office of Contract Administration.
- 2) Adopted the report; Approved request for PSC #4140-11/12 as amended. Notified the Office of the Controller and the Office of Contract Administration.
- 3) Adopted the report; Approved request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION


ANITA SANCHEZ
Executive Officer

Attachment

- c: Derik Aoki, Children & Families Commission
- Cynthia Avakian, Airport Commission
- Parveen Boparai, Municipal Transportation Agency
- Rachel Buerkle, Department of the Environment
- Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Aleric Degrafnried, Public Utilities Commission
- Thomas DiSanto, Planning Department
- Jaci Fong, Office of Contract Administration
- Shamica Jackson, Public Utilities Commission
- LaWan Jones, Public Utilities Commission
- William Lee, Department of Emergency Management
- Ben Rosenfield, Controller
- Maria Ryan, Department of Human Resources
- Commission File
- Chron

POSTING FOR
6/18/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4138-11/12	29	City Planning	Regular	\$1,100,000	Transportation Impact Study (TIS) and a citywide programmatic Environmental Impact Report (EIR) for the Transportation Sustainability Program (TSP) consisting of two interrelated policy initiatives by the City and County of San Francisco. This initiative concerns a funding program for addressing the citywide transportation system performance impacts of additional housing and jobs generated by new development. The City would fund these improvements by adopting the proposed Transportation Sustainability Fee (TSF), a new development fee based on motorized trips.	6/22/2012 - 12/31/2014
4139-11/12	40	Public Utilities Commission	Regular	\$600,000	The consultant would prepare CEQA documents in conjunction with the San Francisco Planning Department, assist the SFPUC in environmental permit preparation and acquisition (if necessary), develop any necessary background reports in support of the above, and provide environmental expertise as necessary during the various project phases for the Auxiliary Water Supply System (AWSS) program.	7/31/2012 - 7/30/2016
4140-11/12	40	Public Utilities Commission	Regular	\$1,500,000	The proposed work consists of designing and building a microwave radio communications system from Moccasin to Calaveras Substation.	9/1/2013 - 9/30/2015
4141-11/12	40	Public Utilities Commission	Regular	\$8,000,000	Provide the back office services necessary to operate the City's Community Choice Aggregation (CCA) program. In the context of CCA, back office services include comprehensive customer care, account management and data services for the program. This allows for the tracking of participating customers, recording electric usage and billings via electronic data exchange with PG&E, and managing a customer care call center.	7/1/2012 - 2/1/2017

Total Amount - Regular: \$29,649,190

June 18, 2012 Regular Meeting

AMENDED

**MINUTES
Regular Meeting
June 18, 2012
2:00 p.m.
ROOM 400, CITY HALL
1 Dr. Carlton B. Goodlett Place**

CALL TO ORDER

2:01 p.m.

ROLL CALL

Present Kate Favetti	Present
Vice President Scott R. Heldfond	Present
Commissioner Mary Jung	Present
Commissioner E. Dennis Normandy	Present

At the request of President Favetti, former President E. Dennis Normandy presided.

Speakers: President Kate Favetti

Action: Approved. (Vote of 4 to 0)

Ms. Sanchez accepted the accolades from the Commissioners with grace and thanked former Executive Officer Al Walker for taking her on in 1996 as his assistant and former Executive Officer Kate Favetti for keeping her on as her assistant.

She acknowledged all the wonderful Commissioners she has worked with who have supported the Merit System principles and had many accomplishments. The tragic death of Commissioner Donald A. Casper for her was the greatest heartbreaking tragedy.

Ms. Sanchez acknowledged the work of the Civil Service Commission staff as well as the assistance received from the Department of Human Resources.

She stated that she hopes everyone will continue to support the work of the Commission and she will always be working and looking out for the needs of the community we serve. She hopes that she treated everyone with courtesy and dignity.

HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 7)

Micki Callahan, Human Resources Director reported that foremost on the Department of Human Resources (DHR) agenda is the going live of Project eMerge in late August. Although this is the Controller's Project, DHR is deeply involved because it combines for the first time into one system the payroll and HR functions together. It is a massive undertaking. One of the things that will be different and a challenge for departments is that it will be necessary to hire at the start of the pay period which will require more discipline and planning because of the need to insure that both systems are integrated.

EXECUTIVE OFFICER'S REPORT

0168-12-9 Report of Administration and Implementation of Employee Relations Ordinance section 16.211 Procedure for Recognition of Employee Organization as Exclusive Representative of a Bargaining Unit and Section 16.212 Decertification – Bargaining Unit 2 Election. (Item No. 8)

Speakers: Luz Morganti, Civil Service Commission

			accepted in the United States of America (GAAP), and certain laws and regulations under the Children and Families Program, issued by the State Controllers Office. The audit will include testing of accounting records of the Commission and an evaluation of the Commission's compliance with the following requirements: contracting and procurement, administrative costs, conflicts of interest, County ordinance, long-range financial plans, financial conditions of the Commission, program evaluation, salaries and benefits policies. The auditor will also prepare the fiscal portion of the annual report.		
4135-11/12	Emergency Management	\$200,000	The contractor will manage, organize, and administer regional catastrophic planning, training, and exercise efforts in the Bay Area as established by the bay Area UASI Approval Authority, through benchmarking, capabilities assessment and a series of public outreach.	Regular	04/30/14

4136-11/12	Environment	\$59,190	Administer the California Green Business Net-work's online Green Business database, including everyday database management, web based and in person trainings and support for new users of online database, customer service to all coordinator users, and oversight of bug fixes and necessary updates to the system.	Regular	12/31/12
4137-11/12	Municipal Transportation Agency	\$120,000	The Contractor will provide professional consulting services to the San Francisco Municipal Transportation Agency (SFMTA) to assist the SFMTA in developing, preparing, and updating Indirect Cost Allocations Plans based on the Federal Office of Management and Budget (OMB) 2 CFR Part 225 - Cost Principles for State, Local and Indian Tribal Governments (OMB A -87).	Regular	09/30/17
4138-11/12	City Planning	\$1,100,000	Transportation Impact Study (TIS) and a citywide programmatic Environmental Impact Report (EIR) for the Transportation Sustainability Program (TSP) consisting of two interrelated policy initiatives by the City and County of	Regular	12/31/14

			<p>seeking increased technical expertise and support from the consultants to complete the design and increase construction management support services of the Program to support the Airport staff. Essentially, four events have occurred since staff initially organized how it would manage the Program. Those events are that the FAA was unable to provide the design for required navigational systems, the FAA began to require additional reports from SFO as a result of recent audits, the FAA added a runway status light system and a runway template action plan to the Program, and final environmental documents for implementation of the Program at SFO identified additional concerns that the Airport will have to address during construction. The work includes specialty design and inspection pertaining to the FAA navigational aids systems, runway design and construction specific to the Program, project financial analyses, and development of a master project schedule.</p>		
<p>3103-09/10</p>	<p>Public Utilities Commission</p>	<p>Increase Amount \$73,500 New Amount \$98,000</p>	<p>The SFPUC provides a subsidy for SFPUC residential retail customer to purchase a laundry-to-landscape "kit" that includes the basic parts involved in setting up such a system. The SFPUC subsidizes up to \$100 towards the cost of the kits to those SFPUC residential customers in San Francisco who agree to be part of a laundry to landscape pilot study and participate in a mandatory workshop. The program also provides educational workshops. Participating customers agree to have SFPUC water conservation inspectors and potentially DBI audit their planned and installed systems. This program is structured similar to the rain barrel harvest program in which qualifying customers purchase the kit from an approved vendor and the SFPUC reimburses the vendor, also hosts workshops and provides an instructor to train participants on how to use the kits. This modification will allow the SFPUC to continue the program, conduct additional marketing, secure more participants, and gather</p>	<p>Modification</p>	<p>07/31/15</p>

Speakers: Alex Tonisson, IFPTE Local 21
 Amy Dawson, former Redevelopment Agency employee
 Edith Horner, former Redevelopment Agency employee
 Barbara Lopez, SEIU Local 1021
 Anita Sanchez, Executive Officer

Action: Adopted as posted. (Vote of 4 to 0)

0171-12-2 Request to Grant Status to PCS Employees as Listed in Classes – 4202 Assessment Clerk, 4203 Senior Assessment Clerk, 8108 Senior Legal Process Clerk and 8109 Document Examiner Technician to Classes -4213 Assessor-Recorder Office Assistant, 4214 Assessor-Recorder Office Specialist or 4215 Assessor-Recorder Senior Office Specialist. (Item No. 12)

Note: Request to hear item out of order. (Vote of 4 to 0)

Speakers: Phil Ting, Assessor-Recorder
 Kimberly Kimura, Office of Assessor-Recorder
 Ted Yamasaki, Department of Human Resources
 Melanie Morales, Office of Assessor-Recorder
 Christina Penland, Department of Human Resources
 Micki Callahan, Human Resources Director
 Vincent Williams, SEIU Local 1021
 Kathleen Pierpont, Appellant
 Diane Cirrincione, Appellant

Action: Adopted the report as amended *and abolish Classes 4202 and 4203 as they become vacant.* Approved the request for status grant for the following:

Mo'min Abdun Noor	From Class 8108 Senior Legal Process Clerk to Class 4214 Assessor-Recorder Office Specialist
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Terris Abhaya Sandy Pubill Susana Tan	From Class 4202 Assessment Clerk to 4213 Assessor-Recorder Assistant
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Maria Abumada-Perez Arlene Boongaling Kit Chau Georgina Gogna Alice Kim	From Class 8109 Document Examiner Technician to Class 4215 Assessor-Recorder Senior Office Specialist.
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0012-12-7 Appeal by Elgin Major of his automatic resignation as a 7514 Laborer with the Public Utilities Commission. (Item No. 14)

Speakers: Criss Romero, Public Utilities Commission
Anthony Travis, Laborers Local 261
Elgin Major, Appellant
Micki Callahan, Human Resources Director

Action: 1) Adopted the report; Sustained the decision of the Public Utilities Commission. Upheld the automatic resignation of Elgin Major.
2) Cancelled all current examination and eligibility status; Future employment subject to the review and approval of the Human Resources Director after satisfactory completion of one (1) year work experience outside the City and County service; No future employment with the Public Utilities Commission. (Vote of 4 to 0)

0173-11-7 Request for hearing by John O'Driscoll of his designation as "Services Unsatisfactory" in his resignation as a 1023 IS Administrator III and his future employment restrictions with the Public Utilities Commission. (Item No. 15)

Speakers: None.

Action: No future employment with the San Francisco Public Utilities Commission; No future employment with the City and County of San Francisco.
(Vote of 4 to 0) Mr. O'Driscoll failed to appear.

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 16)

None.

ADJOURNMENT (Item No. 17)

4:17 p.m.

City and County of San Francisco

Request for Qualifications for CP-12/13-002

**As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and
Archeological Review**



Date issued:	July 23, 2012
Pre-Qualifications conference:	August 1, 2012 1:00 p.m.
Qualifications due:	August 14, 5:00 p.m.

Request for Qualifications for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

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Appendices:

- A. CMU Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts, for contacts \$100,000 and over (separate document). Proposers must submit the following forms: separate document

Form 2A CMU Contract Participation form
Form 2B CMU "Good Faith" Outreach Requirements form
Form 3 CMU Non-discrimination Affidavit
Form 5 CMU Employment form

The following form may be required, depending on the circumstances:

Form 4 Joint Venture Participation Schedule

- B. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code. B-1
- C. Agreement for Professional Services (form P-500) separate document

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

Request for Qualifications for

**As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review**

I. Introduction and Schedule

A. General

The San Francisco Planning Department ("Planning Department") is seeking to create four pools of qualified consultants ("Pool(s)"), each with expertise in one of the following: 1) environmental impact reports and other California Environmental Quality (CEQA) documents; 2) transportation impact analyses; 3) historic resource evaluations; and 4) archeological identification and evaluation studies, and implementation of archeological mitigation measures.

The Environmental Planning ("EP") section of the Planning Department is designated by the San Francisco Administrative Code as the lead agency for public and private projects within San Francisco and/or under the jurisdiction of San Francisco departments. EP works closely with other parts of the Planning Department, including the Preservation Team in the Current Planning (i.e. permit review) Section, to complete environmental review. Based on responses to this Request for Qualifications ("RFQ"), it is the intent of the Planning Department to create pre-qualified pools of consultants from which the Planning Department shall choose prospective contractors for public and privately-sponsored projects requiring complex analyses in the applicable topic area(s) on an as-needed basis as indicated below in Section 2, Scope of Work. These consultant pools may be utilized by the City, at its sole and absolute discretion, for contractor selection and negotiations from September 1, 2012 through August 31, 2014. No pre-qualified or selected Respondent is guaranteed a contract.

The "Respondent" refers to any entity that submits a response to this RFQ. The "Contractor" refers to any Respondent(s) who is selected as a candidate to provide services under this RFQ.

The Department has determined that an RFQ solicitation is the most useful and efficient means of establishing a list of appropriate individuals, firms, and/or teams for consultant services. Applications will be evaluated based on qualifications, including experience of the firm and staff, as described in Section IV of this RFQ.

The pools of qualified consultants shall have a term of two (2) years.

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

B. Schedule

The anticipated schedule for selecting the Pool is:

<u>Qualifications Phase</u>	<u>Date</u>
RFQ is issued by the City	July 23, 2012
Pre-qualification conference	August 1, 2012, 1:00 p.m.
Deadline for submission of written questions or requests for clarification	August 3, 2012, 5:00 p.m.
Qualifications due	August 14, 2012

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

II. Scope of Work

As indicated in Section I, the Planning Department's EP section is designated as San Francisco's lead agency for conducting environmental impact analyses. For the preparation of Environmental Impact Reports ("EIRs"), Environmental Impact Statements ("EISs"), and other complex environmental documents, EP executes its responsibilities with the assistance of consultants. Only those consultants selected into the applicable Pool through this RFQ shall be eligible to provide environmental impact analyses, transportation analyses, historical resource evaluations (HREs), and archeological identification, evaluation and mitigation (collected referred to as "environmental analyses" in this RFQ) for the Planning Department as specified in this RFQ. The amounts of work for consultants in the Pool are expected to vary from month to month, depending upon the extent and complexity of projects needing analysis.

The Pool will be used by the Planning Department in the following ways:

- **Department-sponsored projects.** The Planning Department will select from the Pools for preparation of environmental analyses for various Planning Department-sponsored public projects as they emerge over the two-year term of the Pools.
- **Other public projects.** The Pools will be made available to other City and County of San Francisco departments. Other departments may choose to select and contract with consultants from the Pools, but are not required to do so.
- **Privately-sponsored projects.** The Pools from this RFQ will be used as the exclusive basis for the selection of consultants on an as-needed basis for all proposed private development projects requiring the applicable analyses. The only exception is the preparation of historic resource evaluations for projects involving fewer than 6 residential units or 10,000 square feet of nonresidential uses. After establishment of these Pools, selected consultants will be required to contract directly with representatives for proposed private development projects. The Planning Department will, in its sole discretion, select from the Pool a Preliminary Consultant List (PCL) of qualified consultants from which a private developer may select a consultant for any particular project. The PCL selection will be based upon factors including the following:
 1. Character and scope of project, including complexity of the required analysis and any specific technical expertise or resource needs;
 2. Consultant level of performance on other projects;
 3. Fair allocation of work among consultants to promote a robust and diverse Pool (i.e., rotational component to selection);
 4. Any other consultant- or project-specific information bearing on the quality and integrity of the review process.

Consultants selected to perform work from a Pool will be required to work under the supervision of EP and/or Preservation staff, except as mentioned above for historic resource evaluations for projects under the stated sizes. Prior to final submission, documents prepared by a Consultant shall be reviewed and modified, as necessary, to reflect the independent judgment of Planning Department staff. Consultants selected from a Pool are expected to provide high quality initial submittals that will require minimal revisions by staff and be fully consistent with San Francisco's review process. Consultants selected from a Pool are also expected to be fully

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

and promptly responsive to requests for revisions to initial submittals from staff in order to facilitate finalization of documents without needing more than two draft submittals.

The Planning Department has established expectations for the content of submittals and for communications between environmental consultants and private project sponsors, which are detailed in Section VIII of this RFQ and in the *Department's Consultant Guidelines for the Preparation of Environmental Review Documents* (<http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=3771>). These Guidelines may be updated or supplemented over the 2-year term of the Pool and consultants would be expected to adhere to any new guidelines and procedures. As a condition of acceptance into the Pool(s), consultants shall be required to adhere to similar performance standards concerning cooperation with the Planning Department, as described in Section VIII of this RFQ. Consultants must expressly include these performance standards in their contracts with project sponsors. Failure to adhere to Planning Department performance standards may be cause for removal from the applicable Pool(s) and/or rejection of noncompliant documents.

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

III. Submission Requirements

A. Time and Place for Submission of Qualifications

The required number of submittals and related documents (see below) must be received by the Receptionist on the Fourth Floor of the San Francisco Planning Department at 1650 Mission Street, San Francisco no later than 5:00 P.M. Pacific [Daylight] Time, on August 14, 2012. This is a firm deadline and delivery point. Submissions via facsimile ("fax") or e-mail will not be accepted. Qualifications may be delivered in person or sent via United States Postal Service or other delivery service such as Federal Express to:

Lisa Chau Attn. CP-12/13-002– Area of Expertise: *[environmental, transportation, historic resources, and/or archeology; see below]*
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco CA 94103-2414

Proposers shall submit: six (6) hard copies of the qualification and one electronic copy on a compact disc ("CD") clearly marked "Environmental Consultant Services RFQ," and one or more of the following indicating the type of work applied for: "(1) General Environmental Impact Document Preparation", "(2) Transportation Impact Analysis", "(3) Historical Resource Evaluation, and/or "(4) Archeological Resource Evaluation and Mitigation; and two hard copies, separately bound, of required CMU Forms in a sealed envelope clearly marked "Environmental Consultant Services RFQ – CMU FORMS" to the above location. CMU forms should also be included on the submitted CD. If a consultant is applying for more than one Pool, a separate set of materials shall be submitted for each Pool under consideration.

Late submissions will not be considered. Postmarks, delivery slips, or other documents will not be considered in judging the timeliness of submissions.

B. Format

Submittals should include the information outlined below under "Content." If your response is lengthy, please include a Table of Contents. The form of the hard copy submittal is at your discretion (bound, binder, etc...); however you must also submit an electronic version on CD, preferably in PDF format.

C. Content

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

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

Submit a letter of introduction and executive summary of your firm's skills and experience as related to this RFQ. The letter should be addressed to Bill Wycko, Environmental Review Officer, and must be signed by a person with authority to commit your firm to adhere to the performance standards in this RFQ. Submission of the letter will constitute

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

a representation by your firm that your firm will in good faith fulfill the Planning Department's preconditions for inclusion in the Pools.

This section shall also include acknowledgement of the Department's Contract Requirements for Private Projects, described in Section VIII of this RFQ.

2. Firm Qualifications (up to 15 pages)

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

- Name, address, and telephone number of a contact person
- A brief description of your firm;
- A description of the experience and qualifications of relevant team members, including brief resumes if necessary, demonstrating clearly that they meet the minimum professional qualifications outlined in Section IV;
- A description of not more than four projects prepared by your firm that demonstrate experience and ability in the required skills outlined in Section II of this RFQ, including a project summary, client references and telephone numbers, staff members who worked on each project, as well as information regarding adherence to project budget and project schedule. Descriptions should be limited to one page for each project.

3. References (up to 2 pages)

Provide references including the name, address, telephone number, and e-mail address of at least three recent clients (preferably from representatives of lead agencies).

4. Fee Qualification

The City intends to select consultants for the Pools that EP determines will provide the best overall program services for a particular project. The City reserves the right to accept consultants for inclusion in the Pools on bases other than the lowest priced services, and to reject any qualifications that are not responsive to this request to disclose fees.

Please provide a fee schedule that includes hourly rates for all team members and key positions. Hourly rates and itemized costs may be used to negotiate contracts that result from this RFQ, and rates assigned to specific staff and for key positions will be considered stable for the term of this RFQ and generally for the term of resulting contracts.

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

Consultants responding to this RFQ should clearly indicate the areas of expertise for which the firm desires to be pre-qualified for the Pool hereby established, i.e., Environmental, Transportation, Historic, or Archeology, and may be considered for more than one area if so indicated. For example, an environmental consultant with in-house capabilities to provide transportation expertise should indicate each skill area in which the firm can demonstrate experience that could form the basis to be included in a Pool that will be established by this RFQ. Recipients of this RFQ who have working relationships with other consultants in particular specialty skill areas are encouraged to share this RFQ with other consultants; the Pool will be the exclusive basis by which environmental, transportation, historic resources, and archeology consultant services will be performed for both Planning Department-sponsored projects and private projects for which the Planning Department is the lead agency.

Any qualification that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of qualifications will be considered non-responsive and will not be eligible for inclusion in the Pool.

1. Environmental Consultants

Consultant responses to this RFQ should document specific experience in San Francisco and/or other comparable jurisdictions in the preparation of complex environmental and related documents. Consultant responses to this RFQ should also demonstrate the availability of experienced and appropriate staff resources to timely address the Planning Department's needs for environmental consultant services. In addition, consultant responses to this RFQ should demonstrate relevant experience in project management for complex environmental documents. Environmental consultant respondents should document an ability to assemble and manage expertise for the full range of environmental topics either in-house or through subconsultants as well as successful coordination and oversight regarding all aspects of a team's work throughout preparation of complex environmental documents.

Consultants prepare all EIRs and many complex Mitigated Negative Declarations in San Francisco. Environmental review documents must address all topics contained in San Francisco's Initial Study/environmental evaluation checklist, available at http://www.sf-planning.org/ftp/files/EP/Initial_Study_Checklist.doc; the checklist generally mirrors Appendix G of the CEQA Guidelines, but contains some additional topics specific to San Francisco such as analysis of wind and shadow impacts. Environmental documents are prepared in accordance with the Department's *Consultant Guidelines for the Preparation of Environmental Review Documents* (<http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=3771>). Consultants will generally be expected to complete document production, conduct appropriate notification according to City and State requirements, attend hearings, track and record oral and written comments, and respond to comments submitted on environmental review documents and appeals. A proven ability to conduct environmental review in an accurate, adequate, objective, and legally defensible manner is essential.

RFQ for As-Needed Consultant Services for
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2. Transportation Consultants

This RFQ is also intended to establish a Pool for transportation consultant services which are needed to perform transportation impact analyses in support of the overall environmental review process of the San Francisco Planning Department. Requisite skills for transportation consultants include consultant familiarity with and ability to use the full range of tools used to analyze effects on traffic conditions at intersections, transit (including delays to operations and ridership capacity constraints), pedestrians (including adequate space and safety), bicycle users and facilities, and loading needs including both goods and services as well as passenger drop-offs and pick-ups at high-use visitor attractors. These technical skills will be applied to a broad range of private and public development projects under the direction of EP transportation staff. Consultants must possess both technical transportation skills and a strong background in transportation planning in a multi-modal environment. Responses should demonstrate understanding of transportation analysis requirements in San Francisco, including the Department's *Transportation Impact Analysis Guidelines for Environmental Review* (<http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=6753>)

3. Historical Resources Consultants

Historical Resources consultants responding to this RFQ are required to demonstrate, thorough knowledge, skills, and experience, as well as the ability to evaluate eligibility for the California Register of Historical Resources, to assess potential impacts to potential resources, and – where impacts have been identified – to provide mitigation measures to reduce impacts where applicable. The Department may request that consultants prepare Historic Resource Evaluations (HREs) and Cultural Resource Surveys, create and implement mitigation monitoring and reporting programs, and develop and prepare recommendations for the historic resource component of environmental impact review documents.

Consultants should have a strong understanding of the Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards) and common interpretations and guidelines based on the Standards as well as other relevant historic preservation practices. Consultants should also indicate any specialized area of expertise, such as knowledge of historic landscapes or other particular skill areas.

Consultants must provide information to demonstrate a strong expertise in the development of complex documentation and environmental mitigation measures when impacts have been identified.

Consultants, in addition, are required satisfy the Secretary of the Interior's Professional Qualification Standards for Architectural History and/or Historic Architecture. Special consideration may be given to consultants with a strong background in Historic Preservation Planning.

Responding consultants must demonstrate adequate staff with graduate degrees in Historic Preservation, Planning, Cultural Resources Management, or a closely related field and demonstrated experience in the respective fields.

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4. Archeology Consultants

Archeological consultants responding to this RFQ are required to demonstrate a well-established experience and ability to prepare complex archeological documents in support of environmental project analyses and/or to undertake required complex archeological field investigations and documentation in compliance with environmental mitigation programs. More specifically, the archeological consultant must meet or exceed the following qualifications:

- Minimally satisfy the Secretary of the Interior's Professional Qualification Standards for Archaeology (48 FR 44716, as amended);
- At least one full-time team member minimally satisfies each or both of the Secretary of the Interior's Professional Qualification Standards for prehistoric archeology and historical archeology;
- ROPA-certified (Register of Professional Archaeologist-certified);
- Prehistoric archeologist team member having a demonstrated high level of knowledge and five-years field expertise in San Francisco Bay area prehistoric archeology;
- Demonstrate the competency and experience to prepare an archeological research design and treatment plan addressing prehistoric and historical archeological resources in San Francisco or in a comparable highly developed urban setting;
- Demonstrate sufficient staffing/personnel, equipment, artifact storage and laboratory facilities to competently mobilize and undertake large-scale archeological field projects in a highly developed urban setting;
- In-house GIS-capability;
- demonstrate a good record of performance in the recording of archeological sites and depositing copies of archeological reports at the relevant California Historic Resources Information Center, such as inclusion in the submittal of an inventory of archeological site records and archeological reports submitted to the Information Center with submittal dates;
- Demonstrated ability to consult in good faith and respect with descendant groups and the willingness to reflect serious consideration of expressed concerns, views and recommendations of such descendant groups in the treatment of associated archeological sites including final technical or interpretive products related prepared for such sites;

Archeological Areas of Specialization:

Archeological consultants having expertise in an archeological sub-discipline should clearly indicate this expertise along with supporting documentation in the submittal. Archeological consultants having expertise in geoarcheology, Spanish-Mexican/California Colonial, Overseas Chinese, and Maritime archeology need to demonstrate satisfaction of the following respective minimal professional qualifications:

Geoarcheologist/geomorphologist:

- Geoarcheologist/geomorphologist should have or be near completion of a post-graduate degree in earth-science field (geology, physical geography, pedology/soil science, Quaternary studies or have demonstrated professional expertise through both field experience and technical publications.
- Minimally satisfy the Secretary of the Interior's Professional Qualification Standards for Archaeology (48 FR 44716, as amended)

RFQ for As-Needed Consultant Services for
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- Previous fieldwork in the San Francisco Bay Area to ensure adequate knowledge of regional stratigraphy, soils, & research issues.
- Membership in Geoarchaeological Interest Group (GIG) of the Geological Society of America (GSA) is strongly desirable.

Maritime archeologist

- minimally satisfies the Secretary of the Interior's Professional Qualification Standards for Archaeology (48 FR 44716, as amended);
- a graduate degree in maritime archeology or maritime history;
- five years extensive field experience in underwater or marine archeology, including conducting and supervising remote-sensing surveys
- in-depth knowledge of the maritime and Gold Rush period history of San Francisco

Spanish-Mexican/Colonial Period Archeologist

- minimally satisfies the Secretary of the Interior's Professional Qualification Standards for Archaeology (48 FR 44716, as amended);
- minimally satisfies the Secretary of the Interior's Professional Qualification Standards for prehistoric archeology and historical archeology;
- at least three-years of professional experience in the study of Alta/Baja California/Southwest/ Gulf Coast Spanish-Mexican/Colonial archeological resources;
- Demonstrated expertise through authorship of technical and/or scholarly reports on Spanish-Mexican/Colonial archeology

Overseas Chinese Archeologist

- minimally satisfies the Secretary of the Interior's Professional Qualification Standards for Archaeology (48 FR 44716, as amended);
- minimally satisfies the Secretary of the Interior's Professional Qualification Standards for prehistoric archeology and historical archeology;
- at least three-years of professional experience in the study of Overseas Chinese archeological resources;
- Demonstrated expertise through authorship of technical and/or scholarly reports on Overseas Chinese archeology

The work of archeological consultants under this RFQ is expected to conform with the Society for California Archaeology *Code of Ethical Guidelines* and the EP *Consultant Instructions for Archeology* (once completed) under the direction of the EP staff archeologist.

B. Selection Criteria

The qualifications will be evaluated by a selection committee comprised of parties with expertise in the relevant topic areas. Qualifications that meet the minimum qualifications will be considered for the Pool.

RFQ for As-Needed Consultant Services for
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Note: Proposers that meet the selection criteria will not be ranked within their respective Pool. The Planning Department reserves the right to enter into contract negotiations with any firm from within a Pool on a task-by-task basis.

1. Firm Qualifications (50 points)

- a. Expertise of the firm in relevant consulting services, including topical review in complex urban settings;
- b. Quality of recently completed projects including but not limited to prior work with the City, adherence to schedules, deadlines and budgets;
- c. Experience with similar types of work; and
- d. Results of reference checks.

2. Experience of Assigned Staff (50 points)

- a. Recent experience of staff assigned to the projects that would result from this RFQ, and a description of the tasks to be performed by each staff person;
- b. Professional qualifications and education, including number of years of relevant professional experience;
- c. Workload, staff availability and accessibility.

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

V. Pre-Qualifications Conference and Contract Award

A. Pre-Qualification Conference

Proposers are encouraged to attend a pre-qualification conference on **August 1, 2012**, at **1:00 p.m.** to be held at **the Planning Department at 1650 Mission Street, Suite 400**. 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 RFQ, please contact the individual designated in Section VI.B.

B. Contract Awards from the Pool

When the City is in need of consulting service for public projects, the City will select proposers from the qualified pool with whom City staff shall commence contract negotiations. The selection of any qualification shall not imply acceptance by the City of all terms of the qualification, 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 City, in its sole discretion, may terminate negotiations with the proposer and begin contract negotiations with another proposer from the Pool.

The City retains full discretion to select the best qualified proposer from the Pool for a specific project – public or private – and shall provide notice of such selection to the Pool at large. Alternatively, the City may exercise its discretion to conduct requests for qualifications from within the Pool. And, in the context of private projects, the City may develop an alternative means of providing project sponsors with choice among a subset of qualified environmental consultants from the Pool.

No pre-qualified or selected Respondent is guaranteed a contract as a result of participation in this RFQ.

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

VI. Terms and Conditions for Receipt of Qualifications

A. Errors and Omissions in RFQ

Proposers are responsible for reviewing all portions of this RFQ. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFQ. 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 Qualifications. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFQ

Inquiries regarding the RFQ and all oral notifications of intent to request written modification or clarification of the RFQ, must be directed to the appropriate person listed below. E-mail is the preferred method of communication.

- For questions/clarifications regarding the specific services solicited through this RFQ: Bill Wycko, Planning; Tel: 415-575-9048; E-mail: bill.wycko@sfgov.org
- For questions/clarifications regarding the RFQ process and City contract requirements: Lisa Chau, Planning; Tel: 415-575-9042; E-mail: lisa.chau@sfgov.org
- For questions/clarifications regarding Contract Monitoring Unit requirements and forms: Romulus Asenloo, Tel: 415-252-2539; E-mail: Romulus.asenloo@sfgov.org

Inquiries should be sent by 5:00pm on August 3, 2012. Questions and Answers will be compiled and posted by 5:00 p.m. August 7 2012, on the San Francisco Contract Monitoring Unit's Bids and Contracts Database at <http://mission.sfgov.org/OCABidPublication/>

C. Objections to RFQ Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFQ, the proposer must, not more than ten calendar days after the RFQ 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 RFQ, prior to the Qualifications due date, by issuing Change Notices, which will be posted on the Department's website at <http://www.sf-planning.org/index.aspx?page=1830>. The proposer shall be responsible for ensuring that its Qualifications reflects any and all Change Notices issued by the Department prior to the Qualifications due date regardless of when the Qualifications is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the Qualifications due date, to determine if the proposer has downloaded all Change Notices.

E. Term of Qualifications

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

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources; and Archeological Review

F. Revision of Qualifications

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

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

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

G. Errors and Omissions in Qualifications

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

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Submissions of the RFQ 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 Qualifications, 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:

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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 RFQs 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 Qualifications (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 Qualifications and/or termination of any subsequent Agreement reached on the basis of the Qualifications.

L. Reservations of Rights by the City

The issuance of this RFQ 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, Qualifications, or Qualifications procedure;
2. Reject any or all Qualifications;
3. Reissue a Request for Qualifications;
4. Prior to submission deadline for Qualifications, 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 RFQ, or the requirements for contents or format of the Qualifications;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

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M. No Waiver

No waiver by the City of any provision of this RFQ 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 RFQ.

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 RFQ.

1. LBE Subconsultant Participation Goals

The LBE subconsulting goal for public projects is defined on a project-by-project basis.

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

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

Qualifications which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMU Attachment 2 and this RFQ 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 CMU-certified LBEs located in San Francisco.

2. LBE Participation

Pursuant to Chapter 14B, the following rating discount (or rating bonus, refer to CMU Attachment 2, Part II) will be in effect for the award of this project for any Proposers who are certified by the City's Contract Monitoring Unit (CMU) 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 CMU 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% discount to a Small or Micro-LBE; or a joint venture between or among Small or Micro-LBEs; or
- b. a 5% discount to a joint venture with Small or Micro-LBE participation that equals or exceeds 35%, but is under 40%; or
- c. a 7.5% discount to a joint venture with Small or Micro-LBE participation that equals or exceeds 40%; or

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- d. a 10% discount to a certified non-profit entity; or
- e. a 2% discount to an SBA-LBE, except that the 2% discount shall not be applied at any stage if it would adversely affect Small or Micro-LBE participation.

- 2. 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. The joint venture partners must be of the same or similar discipline in order to be eligible for a rating bonus. The joint venture partners will be jointly responsible for the overall project management, control, and compliance with Chapter 14B requirements.

3. CMU Forms to be Submitted with Qualifications

a. All Qualifications submitted must include the following Contract Monitoring Unit (CMU) Forms contained in the CMU Attachment 2: 1) CMU Contract Participation Form, 2) CMU "Good Faith Outreach" Requirements Form, 3) CMU Non-Discrimination Affidavit, 4) CMU Joint Venture Form (if applicable), and 5) CMU Employment Form. If these forms are not returned with the Qualifications, the Qualifications may be determined to be non-responsive and may be rejected.

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

If you have any questions concerning the CMU Forms, you may call **Romulus Asenloo**, the Contract Monitoring Unit Contract Compliance Officer for the **San Francisco Planning Department** at 415-252-2539.

VII. Contract Requirements for Public Projects

A. Standard Contract Provisions

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

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§34 in the Agreement); the Minimum Compensation Ordinance (§43 in the Agreement); the Health Care Accountability Ordinance (§44 in the Agreement); the First Source Hiring Program (§45 in the Agreement); and applicable conflict of interest laws (§23 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 CMU's website at www.sfCMU.org.

C. Minimum Compensation Ordinance (MCO)

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

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

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

D. Health Care Accountability Ordinance (HCAO)

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

E. First Source Hiring Program (FSHP)

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

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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 www.sfgov.org/moed/fshp.htm and from the First Source Hiring Administrator, (415) 581-2322.

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. Contract Requirements for Private Projects

As described above, eligibility for work on privately-sponsored projects or on projects sponsored by a public agency or City department other than the San Francisco Planning Department shall be conditioned on agreement by the qualified Consultant to include specific performance criteria in its performance contracts with private sponsors. The Planning Department requires that consultant contracts for private projects include the following provisions. Violation of this section on any project shall be grounds for removal from the applicable Pool and/or reassignment of a new Contractor to the project at issue, or could affect the inclusion of the Consultant in one or more future PCLs up to the end of the term of the Pool, at the discretion of the Planning Department.

A. Planning Department Minimum Performance Standards

Performance of any contract shall be subject to the following performance standards:

1. Preliminary drafts of deliverables, with the exception of preliminary project descriptions, sponsors' objectives, and descriptions of approvals needed, may not be distributed to project sponsors in advance of submittals to the Planning Department; drafts may be provided to project sponsor simultaneously with submittal to the Department.
2. Along with submission of any document or deliverable, Consultants shall provide a signed Consultant's Checklist with draft submittals, attesting to completeness of review, required content, and verification that requested changes have been incorporated.
3. Consultant must obtain Planning Department approval of the scope of work for consultant services, in writing, prior to signing of the contract by the consultant and project sponsor.
4. Initial preliminary draft documents shall be submitted within six months after work scopes are finalized and subsequent revisions shall be submitted within six months after receipt of Department review comments, subject to exceptions by (1) prior mutual agreement between Department and consultant for unusually complex projects, or (2) delays caused due to project redesign or other factors beyond the control of consultants, for which advance written notification by Consultants is provided.
5. Subject to exceptions in unusual circumstances and by prior written mutual agreement by the Department and Consultant, Consultant will require no more than two complete submittals of preliminary draft documents prior to finalization (not including screencheck version). Any circumstance requiring more than two complete preliminary drafts shall be described in writing by the consultant and/or Planning Department staff and included in the Planning Department's project case file.

IX. 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 Qualifications and believes that the City has incorrectly determined that its submittal 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 RFQ 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 Qualification 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 RFQ 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:

San Francisco Planning Department
Attn. Lisa Chau
1650 Mission Street, Suite 400
San Francisco, California 94103-2479

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Appendix A

Local Business Enterprise

HRC Attachment 2
*Requirements for Architecture, Engineering and Professional Services Contracts, for contracts
\$50,000 and over*

HRC Attachment 2 may be downloaded at the following internet address:

<http://www.sf-hrc.org/Modules/ShowDocument.aspx?documentid=1021>

If you are unable to access HRC Attachment 2 using the internet address above, please
contact Lisa Chau at (415)575-9042 or .

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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 RFQ 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 Unit 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 http://www.sfgov.org/site/oca_page.asp?id=26550 www.irs.gov/pub/irs-fill/fw9.pdf	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 http://www.sfgov.org/site/oca_page.asp?id=26550	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	CMU-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

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Item	Form name and Internet location	Form	Description	Return the form to: For more info:
	http://www.sfgov.org/site/sfhumanrights_index.asp?id=4584 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.	CMU LBE Certification Application http://www.sfgov.org/site/sfhumanrights_page.asp?id=45141 In Vendor Profile Application		Local businesses complete this form to be certified by CMU as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMU by the Qualifications due date.	Human Rights Comm. 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/
 Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

Contract Monitoring Unit

CMU's homepage: www.sfCMU.org
 Equal Benefits forms: Click on "Forms" under the "Equal Benefits" banner near the bottom.
 LBE certification form: Click on "Forms" under the "LBE" banner near the bottom

Appendix C

Model Agreement

NOTE: This attachment applies only to those applicants that wish to be considered for any contracts with the City and County of San Francisco. Do not complete this attachment if you are not interested in contracting with the City under this RFQ process.

Respondents that are interested in contracting with the City, if selected for a contract(s), will be required to enter into such contract(s) substantially in the form of the City and County of San Francisco Standard Professional Services Agreement (P-500), as attached.

HOW TO RESPOND TO THIS ATTACHMENT

Respondents that are interested in contract opportunities with the City and County of San Francisco and do not submit proposed changes will be assumed to accept all of the City's terms and conditions and **shall submit one copy of a statement to that effect, in lieu of submitting proposed changes as part of your response submission** (your response copies do not need to include this statement).

Respondents wishing to negotiate modification of other terms and conditions must include with their submission one copy of the City's Agreement referring to the specific portion of the Agreement to be changed, and show proposed changes (deleted sections with a strikeover and added sections in underline type). (Your response copies do not need to include this Attachment.)

The City's selection of any Respondent who proposes changes to the City's Agreement terms shall not be deemed as acceptance of the Respondent's proposed changes.

Failure to timely execute the contract(s), 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 firm and may proceed against the original selectee for damages.

Respondents are urged to pay special attention to the requirements of applicable conflict of interest laws (§23 in the Agreement), Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits (§34 in the Agreement), the Minimum Compensation Ordinance (§43 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 herein.

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

Agreement between the City and County of San Francisco and

This Agreement is made this _____ day of _____, 20 _____, 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 Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the [insert name of department] ("Department") wishes to [insert short description of services required]; 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, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number _____ on _____;

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 _____ to _____.

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.

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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 _____, 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.

[If the contract will involve the use of subcontracts to meet LBE goals (per RFP), then the following paragraph is also included:]

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

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

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of

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Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

10. **Taxes**

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

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

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

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

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf

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of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

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

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

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

13. Responsibility for Equipment. 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.

14. Independent Contractor; Payment of Taxes and Other Expenses

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

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of

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

15. Insurance

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

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

[Contractors that must be State-licensed as professionals to perform services, i.e., architects, engineers, certified public accountants, etc., shall provide professional liability insurance also known as errors-and-omissions coverage. If the contractor is such a professional, then (4) is included. If the contractor is not such a professional, then (4) is omitted.]

4) Professional liability insurance, applicable to Contractor's profession, 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 be endorsed to provide:

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

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

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

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

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

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

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

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

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

[If the Contractor is going to use any subcontractor(s) to perform the job under the Agreement, then j. is included:]

j. 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.

k. Any of the terms of conditions of this Section 15 may be waived by the City's Risk Manager in writing, and attached to this Agreement as Appendix C. Such waiver is fully

incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

16. Indemnification.

[Version 1 – If the Contractor is NOT a design professional (an architect, a landscape architect, or an engineer):]

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. Indemnification

[Version 2 – If the Contractor IS a design professional (an architect, a landscape architect, or an engineer):]

a. **General.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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

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

Section 19 is optional: it may be deleted if there are no time-sensitive milestones for the contractor's performance, or if the department concludes that liquidated damages are not required under the particular circumstances of the contract.

19. **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 _____ 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 Purchasing.

20. **Default; Remedies**

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

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

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

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

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

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

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

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

21. Termination for Convenience

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

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

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

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

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

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

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

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

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

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

22. Rights and Duties upon Termination or Expiration

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

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

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further

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force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress; completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

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

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

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

To City: ATTN _____
 SAN FRANCISCO PLANNING DEPARTMENT
 1650 MISSION ST STE 400
 SAN FRANCISCO CA 94103-2479
 E-mail: _____@sfgov.org
 Fax: 415-558-6409

To Contractor: ATTN _____

 E-mail: _____
 Fax: _____

Any notice of default must be sent by registered mail.

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

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

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

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

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

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

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance

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Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. **Compliance and Enforcement**

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

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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 to meet LBE goals (per RFP), then (2), (3) and (4) are included:]

2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is _____% Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. 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.

34. Nondiscrimination; Penalties

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

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

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

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

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

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

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

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

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

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

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

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the

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manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

43. Requiring Minimum Compensation for Covered Employees

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

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

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requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

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

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

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

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

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same

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may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. 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.

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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.

[If contract is for \$50,000 or more, the requirements of S.F. Admin. Code Chapter 83 apply to: (a) entry level positions for work performed by a contractor in the City; (b) entry level positions for work performed on the contract in Alameda, San Francisco or San Mateo counties; (c) entry level positions for work performed on the contract on property owned by the City; and (d) entry level positions for work done under a permit authorization on a development project in the City.]

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference.

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

b. First Source Hiring Agreement.

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

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2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

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9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. **Hiring Decisions**

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

d. **Exceptions**

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

e. **Liquidated Damages.**

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;
2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

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

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

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of

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

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

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

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

f. **Subcontracts.**

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

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

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

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immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

[If the contract amount is \$50,000 or more, then the following sentence is included:]

Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

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

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

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

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

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

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

The following is included if the contract will involve the contractor or subcontractors providing services involving direct supervision of minors. Supervision includes oversight responsibilities at City parks, playgrounds, recreational centers or beaches. Otherwise, §55 should read, "55. Left blank by agreement of the parties. (Supervision of minors)

55. Supervision of Minors. Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3(h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

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

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

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight;

RFQ for As-Needed Consultant Services for
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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.

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

[The following is included if Contractor is providing (1) insurance or insurance services, (2) financial services, or (3) textiles, unless the contractor falls within an exception (see S.F. Admin. Code Section 12Y.3):]

60. Slavery Era Disclosure

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

b. In the event the Director of Administrative Services finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this Contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor's net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

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

62. Dispute Resolution Procedure. A Dispute Resolution Procedure is attached under the Appendix _____ to address issues that have not been resolved administratively by other departmental remedies.

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

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

CITY

CONTRACTOR

Recommended by:

John Rahaim
Director of Planning
San Francisco Planning Department

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

Approved as to Form:

Dennis J. Herrera
City Attorney

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.

By: _____
Deputy City Attorney

Approved:

Name: _____

Title: _____

Address: _____

Naomi Kelly
Director of the Office of Contract
Administration, and
Purchaser

City/State/Zip: _____

City vendor number:

Appendices

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

RFQ for As-Needed Consultant Services for
Environmental, Transportation, Historic Resources, and Archeological Review

Appendix A
Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

2. Reports

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

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the San Francisco Planning Department will be _____.

**Appendix B
Calculation of Charges**

Contractor: _____

Personnel or Hourly Rate

Flat rate for specified period (e.g., monthly)

Rate for use of Contractor's equipment, if applicable

Rates for faxes (sending only), mileage, etc.

Actual costs for contractor meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc., subject to the approval of City.

Any other applicable rates or charges under the Agreement.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: July 18, 2012

DEPARTMENT NAME: Recreation & Parks Department

DEPARTMENT NUMBER 42

TYPE OF APPROVAL: [] EXPEDITED

[X] REGULAR (OMIT POSTING _____)

[] CONTINUING

[] ANNUAL

TYPE OF REQUEST:

[X] INITIAL REQUEST [] MODIFICATION (PSC# _____)

TYPE OF SERVICE: Architectural & Engineering Services for the Randall Museum

FUNDING SOURCE: State of California Natural Resources Agency - Nature Education Facilities grant

PSC AMOUNT: \$700,000

PSC DURATION: 11/2012 thru 5/2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Provide full Architectural and Engineering services for nature education facilities within the Randall Museum. This includes all services necessary for schematic design phase, design development, participation in presentations to stakeholders. In addition, complete construction documents for permitting, all services required for the construction administration phase and project closeout. A/E firm shall also provide cost estimating services during the course of the project.

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

This service is necessary as part of the grant requirements and the Bureau of Architecture does not provide all services that are required for this project.

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):

Although architectural design & engineering job classes exist within the Civil Service system some of the design work is not typical of City projects and requires specialization such as nature education facilities and exhibit areas for live animals. In other cases services have been provided in the past through Bureau of Architecture and private consultants. An example is PSC#4075-07/08 for Cavagnero/Taggart Joint Venture for the Larsen Park Sava Pool.

D. Will the contract(s) be renewed: No. This is for the Randall Museum grant project only

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

Local 21 Union Name Signature of person mailing/faxing form Date 7/18/12 7/19/12 llw
Union Name Signature of person mailing/faxing form Date
RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4025-12/13
STAFF ANALYSIS/RECOMMENDATION:

received 7/19/12
MK

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise:
Architectural & Engineering services including Mechanical, Electrical, Lighting Design, Elevator design, and Museum Exhibit Design including spaces for live animals, specification writing, and cost estimating throughout the Permit & Bidding, Construction Administration and warranty phases.
- B. Which, if any, civil service class normally performs this work?
The following classes may be able to perform various tasks related to this project: 5203, Asst Engineer; 5207, Assoc Engineer; 5211 Sr. Architect, Engineer; 5212, Principal Architect/Engineer.
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No.

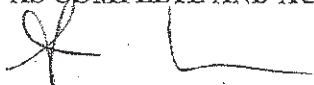
4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable:
Nature education facilities and exhibit design for live animals are not areas of expertise of DPW A/E staff. Also due to the grant time frame and the Bureau's potential work load, allowing Recreation and Parks to contract with an outside consultant provides flexibility for RPD to meet the grant requirements.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
The classes are present within the City system, however, as noted in 4A, the reasons for utilizing outside services include current workload and specialized design services.

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

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

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



Signature of Departmental Personal Services Contract Coordinator

Sean McFadden

Print or Type Name

(415) 831-2779

Telephone Number

501 Stanyan Street

San Francisco, CA 94117

Address

Ryan, Maria

From: McFadden, Sean
Sent: Thursday, July 19, 2012 10:59 AM
To: Joe Brenner; Ging Louie; Larry Wong; L21PSC Review
Cc: Tiernan, Meghan; DHR-PSCCoordinator, DHR
Subject: Rec and Park PSC for Randall Museum Design Services
Attachments: Randall Museum Design Services PSC.pdf

Hi Folks:

Pursuant to negotiated provisions in the City's memoranda of understanding ("MOUs") with its labor unions, the Recreation and Park Department (RPD) is notifying Local 21 of the following PSC. Please find attached PSC Summary form for the above-referenced project for RPD. If you wish to discuss this project further, please contact RPD Project Manager, Meghan Tiernan, at 415.581.2557.

Thanks.

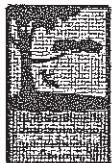
Sean

Sean McFadden

Manager, Purchasing and Contract Administration

San Francisco Recreation and Park Department | City & County of San Francisco
McLaren Lodge in Golden Gate Park | 501 Stanyan Street | San Francisco, CA | 94117

(415) 831-2779 | sean.mcfadden@sfgov.org



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CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

December 27, 2007

GAVIN NEWSOM
MAYOR

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 2000-07/08;
4068-07/08 THROUGH 4078-07/08; 4083-04/05 AND 4034-07/08.

ALICIA D. BECERRIL
PRESIDENT

The above matter will be considered by the Civil Service Commission at a meeting to be held on January 7, 2008 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

DONALD A. CASPER
VICE PRESIDENT

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

MORGAN R. GORRONO
COMMISSIONER

Attendance by you or an authorized representative is preferable. 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.


THOMAS T. NG
COMMISSIONER

All 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.

YU-YEE WU
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

CIVIL SERVICE COMMISSION


ANITA SANCHEZ
Executive Officer

Attachment

- c: Shawn Allison, Department of Telecommunications & Information Services
- Connie Chang, Public Utilities Commission
- Gordon Choy, Department of Public Works
- Kahala Drain, Children & Families Commission
- Rion Dugan, Department of Telecommunications & Information Services
- Jacques Hale, Department of Public Health
- Jennifer Johnston, Department of Human Resources
- Julian Low, Mayor's Office of Business & Economic Development
- Sean McFadden, Recreation & Parks Department
- Jonathan Nelly, Department of Human Resources
- Shawn Wallace, San Francisco Police Department
- Commission File
- Commissioners Binder
- Chron

POSTING FOR
January 07, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	Dept No.	Dept Name	Approval Type	Contract Amount	Description of work	Duration
2000-07/08	81	Public Health and CHN	Continuing	\$900,000.00	Will provide fiscal and programmatic services for a variety of intermittent and as-needed community health, planning, support and service projects.	30-Jun-13
4068-07/08	25	Mayor's Office	Regular	\$59,548.00	Will provide management production of the Mayor's annual budget book. Edit copy provided by budget staff. Work with reproduction department in layout and physical production of budget book.	15-Jun-08
4069-07/08	38	Police Department	Regular	\$80,000.00	Will provide a review of the Police Department's efforts to promote fair and impartial policing was conducted in early 2007.	30-Jun-09
4070-07/08	40	San Francisco Public Utilities	Regular	\$8,000,000.00	Will provide professional construction management services to oversee a specific WSIP construction project, the New Crystal Springs Bypass Tunnel, on behalf of the SFPUC.	31-Dec-13
4071-07/08	40	San Francisco Public Utilities	Regular	\$17,000,000.00	Will provide professional construction management services to oversee a specific WSIP construction project, the Bay Tunnel, on behalf of the SFPUC.	30-Jun-14
4072-07/08	40	San Francisco Public Utilities	Regular	\$13,000,000.00	Provide professional construction management services to oversee a specific WSIP construction project, the Calaveras Dam Replacement, on behalf of the SFPUC.	31-Dec-13
4073-07/08	40	San Francisco Public Utilities	Regular	\$2,000,000.00	Will provide SFPUC with specialized corrosion control services on an as-needed basis.	31-May-18
4074-07/08	42	Recreation and Park Department	Regular	\$125,000.00	Will provide continuing architectural services for the construction of the Harvey Milk Center for Recreational Arts.	15-Nov-08
4075-07/08	42	Recreation and Park Department	Regular	\$400,000.00	Will provide continuing architectural services for the construction of the Harvey Milk Center for Recreational Arts.	15-Nov-09
4076-07/08	64	Children and Families Commission	Regular	\$175,000.00	Will provide online data system development and implementation to enable routine updates, and create multiple reports.	19-Nov-08
4077-07/08	76	Dept. of Telecommunications and Information Services	Regular	\$93,750.00	Will conduct data analysis, review policies associated with the implementation and mgmt. of the Camera Safety Program, interview stakeholders, program administrators, and clients for assessing the overall context in which the program was deployed.	20-Apr-08
4078-07/08	90	Public Works	Regular	\$100,000.00	Will provide City staff in the preparation of design development drawings for renovating 10 alleys; provide outreach services to the community during design development.	31-Dec-10

POSTING FOR
January 7, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT

PSC No.	DeptNo	DeptName	Approval Type	Increase Amount	Net/Amount	Description of Work	Duration
4083-04/05	75	Telecommunications & Information Services	Regular	\$475,000.00	\$1,074,000.00	Will modernize the criminal case management systems throughout the City is known as the JUSTIS project.	31-Jul-08
4034-07/08	82	Department of Public Health	Regular	\$525,000.00	\$725,000.00	Will specialized hazardous materials handling and emergency response training for the City's Hazardous Materials Team. Approx. 40 Fire Depart. and Public Health Personnel will receive 160 hours of training to qualify them as Hazardous Materials Tech.	31-Dec-12

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 11/27/07

DEPARTMENT NAME: Recreation and Park Department

DEPARTMENT NUMBER 42

TYPE OF APPROVAL: EXPEDITED

REGULAR (OMIT POSTING _____)

CONTINUING

ANNUAL

TYPE OF REQUEST:

INITIAL REQUEST

MODIFICATION (PSC# _____)

TYPE OF SERVICE: Architectural Services for Sava Pool Project

FUNDING SOURCE: Capital

PSC AMOUNT: \$400,000

PSC DURATION: 12/15/07 - 11/15/09

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Continuing architectural services for the construction of the Harvey Milk Center for Recreational Arts.

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

This project began as a DPW As-Needed Architect approval (PSC#4086-01/02). Due to funding and bidding issues, the initial PSC Approval and contract expired prior to completion of work. This approval is for a new achitectural services contract to continue services. This will provide continuity in the project team and ownership of professional liability. The design team for the project has worked with interested community groups and civic leaders since the inception of the project. Contracts have been approved by the Human Rights Commission and the Recreation and Park Department Commission. The approvals from both Commissions are attached.

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

The original PSC was #4086-01/02 for DPW As-Needed Architectural Services.

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

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

Local 21, Signature of person mailing / faxing form, Date 11/27/07

Union Name, Signature of person mailing / faxing form, Date

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and expertise:

Architectural Services for large recreation centers.

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

The Architectural Series (Class 5200), Local 21.

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:

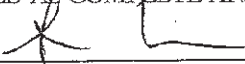
As indicated above, the projects are underway, however, both the PSC Approval and contract expired prior to work being completed. For the sake of continuity and professional liability, it is in the best interest of the City to utilize the original architecture firms.

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

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?
- Describe training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained. | <input type="checkbox"/> | <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 personal services contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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



Signature of Departmental Personal Services Contract Coordinator

Sean McFadden 415.831-2779

 Print or Type Name Telephone Number

Recreation + Park Department

 501 Stanyan St., SF, CA 94117

 Address

PERSONAL SERVICES CONTRACT SUMMARY

DATE: July 9, 2012

DEPARTMENT NAME: San Francisco Municipal Transportation Agency DEPARTMENT NUMBER 68

TYPE OF APPROVAL: () EXPEDITED (X) REGULAR (OMIT POSTING)

() CONTINUING () ANNUAL

TYPE OF REQUEST: (X) INITIAL REQUEST () MODIFICATION (PSC)

TYPE OF SERVICE: Laboratory Testing Services

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$175,000.00 PSC DURATION: November 1, 2012 to October 31, 2017

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

To provide federally mandated urine analysis for safety-sensitive employees with the San Francisco Municipal Transportation Agency (SFMTA).

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

This is a required service under the Department Of Transportation (DOT)/Federal Transit Administration (FTA) Rules. Denial will jeopardize continued transit agency federal assistance.

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 provided by Pharmatech under PSC # 4016-09/10 approved on July 20, 2009. The contract is due to expire on October 31, 2012.

D. Will the contract(s) be renewed:

Yes. The contract will be reviewed every three (3) years.

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

IFPTE, Local 21 Union Name Cynthia Hamada Signature of person mailing / faxing form 7/9/12 Date

RFP sent to Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4026-12/13

SFMTA approved

7-9-12

STAFF ANALYSIS/RECOMMENDATION: CIVIL SERVICE COMMISSION ACTION:

Approved W/ 8/31/12

Received 7/9/12

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor must be a U.S. Department of Health and Human Services (DHHS) certified laboratory. The City does not have DHHS certified laboratories.

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

Although Civil Service classifications at the Department of Public Health, such as 2456 Toxicologist, 2457 Assistant Toxicologist, and 2458 Forensic Toxicologist perform drug testing, only DHHS-certified drug testing laboratories permitted to participate in DOT testing may perform these regulated services. Certification is by DHHS under the National Laboratory Certification Program (NLCP).

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

Yes. Contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS-certified labs.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

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

No- Contract must be a U.S. Department of Health of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	()	(X)
B. Will the contractor train City and County employees?	()	(X)
C. Are there legal mandates requiring the use of contractual services?	()	(X)
D. Are there federal or state grant requirements regarding the use of contractual services? 49 CFR Parts 40, 653 & 654	(X)	()
E. Has a board or commission determined that contracting is the most effective way to provide this service?	()	(X)
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	()	(X)

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

415-701-5377
Telephone Number

San Francisco Municipal Transportation Agency

1 South Van Ness Avenue, 7th Floor, San Francisco, CA 94103
Address

Ryan, Maria

From: Hamada, Cynthia <Cynthia.Hamada@sfmta.com>
Sent: Monday, July 09, 2012 11:41 AM
To: atonisson@ifpte21.org; 'L21PSC Review'
Cc: DHR-PSCCoordinator, DHR; Smith, Reggie; Boparaj, Parveen
Subject: FW: Laboratory Testing Services PSC
Attachments: 20120709112933897.pdf

For your information.

Cynthia Hamada
Senior Personnel Analyst
SFMTA Employee and Labor Relations
415.701.5381 office - 415.701.5397 fax

Scan Date: 07.09.2012 11:29:33 (-0400)

FAX/SCAN

DATE:	July 9, 2012		
FROM:	Cynthia Hamada/Betsy Moy	TO:	Alex Tonisson and IFPTE, Local 21
PHONE:	(415) 701-5381	FAX/Scan:	Scanned and Emailed
FAX:	(415) 701-5397	PHONE:	
SUBJECT: Personal Services Contract Summary Laboratory Testing Services			
COMMENTS: Please contact Reggie Smith, Substance Abuse Professional, at 415.701.5018 (office) or Reggie.Smith@sfmta.com should you have additional questions. Thank you, Cynthia			

NO. OF PAGES (Including fax/scan cover): | 0



City and County of San Francisco

Department of Human Resources

To DATE 6/24/09

4016-09/10 APV 7/20/09

PERSONAL SERVICES CONTRACT SUMMARY

DATE: June 15, 2009 (REVISED June 24, 2009)

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER 35

TYPE OF APPROVAL: () EXPEDITED (X) REGULAR (OMIT POSTING ___)

() CONTINUING () ANNUAL

TYPE OF REQUEST: (X) INITIAL REQUEST () MODIFICATION (PSC _____)

TYPE OF SERVICE: Laboratory Testing Services

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$100,000.00

PSC DURATION: November 1, 2009 to October 31, 2012

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

To provide federally mandated urine analysis for safety-sensitive employees with the San Francisco Municipal Transportation Agency (SFMTA).

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

This is a required service under the Department of Transportation (DOT)/Federal Transit Administration (FTA) Rules. Denial will jeopardize continued transit agency federal assistance.

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 provided by Legacy Metro Lab under PSC # 4032-06/07 approved on September 7, 2006 and is due to expire on October 31, 2009.

D. Will the contract(s) be renewed:

Yes. The contract will be reviewed every three (3) years.

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

Local 21 Union Name Signature of person mailing / faxing form Date 6/24/09

Union Name Signature of person mailing / faxing form Date

RFP sent to Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4016-09/10

SFMTA approved 6-24-09

STAFF ANALYSIS/RECOMMENDATION: CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

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

Although Civil Service classifications at DHP such as 2456 Toxicologist, 2457 Assistant Toxicologist, and 2458 Forensic Toxicologist perform drug testing, only those drug testing laboratories are permitted to participate in DOT testing if they are certified by DHHS under the National Laboratory Certification Program (NLCP) for all testing.

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

Yes. Contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service Classifications are not applicable as the City does not have DHHS certified labs. Contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab.

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

No. Contract must be a U.S. Department of Health of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	()	(X)
B. Will the contractor train City and County employees?	()	(X)
C. Are there legal mandates requiring the use of contractual services?	()	(X)
D. Are there federal or state grant requirements regarding the use of contractual services? 49 CFR Parts 40, 653 & 654 (see attached)	(X)	()
E. Has a board or commission determined that contracting is the most effective way to provide this service?	()	(X)
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	()	(X)

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

415-701-5377
Telephone Number

San Francisco Municipal Transportation Agency, Human Resources

1 South Van Ness Ave, 7th Floor, San Francisco, CA 94103
Address

Subpart F - Drug Testing Laboratories

§ 40.81 What laboratories may be used for DOT drug testing?

(a) As a drug testing laboratory located in the U.S., you are permitted to participate in DOT drug testing only if you are certified by HHS under the National Laboratory Certification Program (NLCP) for all testing required under this part.

(b) As a drug testing laboratory located in Canada or Mexico which is not certified by HHS under the NLCP, you are permitted to participate in DOT drug testing only if:

(1) The DOT, based on a written recommendation from HHS, has approved your laboratory as meeting HHS laboratory certification standards or deemed your laboratory fully equivalent to a laboratory meeting HHS laboratory certification standards for all testing required under this part; or

(2) The DOT, based on a written recommendation from HHS, has recognized a Canadian or Mexican certifying organization as having equivalent laboratory certification standards and procedures to those of HHS, and the Canadian or Mexican certifying organization has certified your laboratory under those equivalent standards and procedures.

(c) As a laboratory participating in the DOT drug testing program, you must comply with the requirements of this part. You must also comply with all applicable requirements of HHS in testing DOT specimens, whether or not the HHS requirements are explicitly stated in this part.

(d) If DOT determines that you are in noncompliance with this part, you could be subject to PIE proceedings under Subpart R of this part. If the Department issues a PIE with respect to you, you are ineligible to participate in the DOT drug testing program even if you continue to meet the requirements of paragraph (a) or (b) of this section.

4032-06/07
9/7/06

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 8, 2006

DEPARTMENT NAME: Municipal Transportation Agency

DEPARTMENT NUMBER 35

TYPE OF APPROVAL: () EXPEDITED

(X) REGULAR (OMIT POSTING _____)

() CONTINUING

() ANNUAL

TYPE OF REQUEST: (X) INITIAL REQUEST

() MODIFICATION (PSC _____)

TYPE OF SERVICE: Laboratory Testing Services

FUNDING SOURCE: Operating Budget - 2006-2007

PSC AMOUNT: \$100,000.00

PSC DURATION: November 1, 2006 to October 31, 2009

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

To provide federally mandated urine analysis for safety-sensitive employees with the Municipal Transportation Agency (MTA).

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

This is a required service under the Department of transportation (DOT)/Federal Transit Administration (FTA) Rules. Denial will jeopardize continued transit agency federal assistance.

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

This services were provided by Legacy Metro Lab under PSC # 4044-03/04 approved on November 17, 2003 and is due to expire on October 31, 2006.

D. Will the contract(s) be renewed:

Yes. The contract will be reviewed every three (3) years.

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

N/A
Union Name Signature of person mailing / faxing form Date

Union Name Signature of person mailing / faxing form Date

RFP sent to _____, on _____, Date _____ Signature _____
Union Name Date

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4032-06/07 / MTA Approved

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

PB
8-7-06

PSC FORM 1 (9/95)

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

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

None.

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

Yes. Contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

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

No- Contract must be a U.S. Department of Health of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	()	(x)
B. Will the contractor train City and County employees?	()	(x)
C. Are there legal mandates requiring the use of contractual services? 49 CFR Part 40.81 (see attached)	(x)	()
D. Are there federal or state grant requirements regarding the use of contractual services? 49 CFR Parts 40, 655 (see attached)	(x)	()
E. Has a board or commission determined that contracting is the most effective way to provide this service?	()	(x)
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	()	(x)

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

Parveen Boparai, Sr. Personnel Analyst
Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

554-4160
Telephone Number

Municipal Transportation Agency - Human Resources

401 Van Ness Avenue #320, San Francisco, CA 94102
Address

Wong, Suzanne

From: Wong, Suzanne
Sent: Monday, August 07, 2006 4:47 PM
To: Morrisof, Emily M.
Subject: Personal Services Contract Summary
Importance: High

Hi Emily,

Attached please find a Personal Services Contract Summary form for Laboratory Testing Services. The amount is \$100,000.00. If you have any questions, you may contact Reggie Smith at 554-6852.

Please also find an attachment for TITLE 49: TRANSPORTATION, PART 40 - PROCEDURES FOR TRANSPORTATION WORKPLACE DRUG AND ALCOHOL TESTING PROGRAMS. This attachment will be not included in the hardcopy sent to you through interoffice mail.

Thank you for your attention to this matter.

Suzanne
Labor & Employee Relations
MTA, Human Resources
554-4161

CFR Part 40 (excerpt)

Sec. 40.81 What laboratories may be used for DOT drug testing?

(a) As a drug testing laboratory located in the U.S., you are permitted to participate in DOT drug testing only if you are certified by HHS under the National Laboratory Certification Program (NLCP) for all testing required under this part.

(b) As a drug testing laboratory located in Canada or Mexico which is not certified by HHS under the NLCP, you are permitted to participate in DOT drug testing only if:

(1) The DOT, based on a written recommendation from HHS, has approved your laboratory as meeting HHS laboratory certification standards or deemed your laboratory fully equivalent to a laboratory meeting HHS laboratory certification standards for all testing required under this part; or

(2) The DOT, based on a written recommendation from HHS, has recognized a Canadian or Mexican certifying organization as having equivalent laboratory certification standards and procedures to those of HHS, and the Canadian or Mexican certifying organization has certified your laboratory under those equivalent standards and procedures.

(c) As a laboratory participating in the DOT drug testing program, you must comply with the requirements of this part. You must also comply with all applicable requirements of HHS in testing DOT specimens, whether or not the HHS requirements are explicitly stated in this part.

(d) If DOT determines that you are in noncompliance with this part, you could be subject to PIE proceedings under Subpart R of this part. If

the Department issues a PIE with respect to you, you are ineligible to participate in the DOT drug testing program even if you continue to meet

the requirements of paragraph (a) or (b) of this section

PERSONAL SERVICES CONTRACT SUMMARY

DATE: July 5, 2012

DEPARTMENT NAME: AIRPORT COMMISSION DEPARTMENT NUMBER: 27

TYPE OF APPROVAL: EXPEDITED REGULAR (OMIT POSTING
 CONTINUING ANNUAL

TYPE OF REQUEST: INITIAL REQUEST MODIFICATION [PSC No. 4066-11/12]

TYPE OF SERVICE: Design Build (DB) Services for the South Main Point of Entry (SMPOE) Data Center Expansion Project

FUNDING SOURCE: Airport Capital Funds

PSC AMOUNT:	\$8,000,000	PSC DURATION:	1/1/2012 to 2/28/2013
Proposed Modification #1	\$4,750,000	Proposed Mod. #1 Duration:	No change
TOTAL PSC AMOUNT:	\$12,750,000	PSC DURATION:	1/1/2012 to 2/28/2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work: The SMPOE Data Center project includes the development (both design and construction) of a new Data Center Facility; that will include a data processing equipment room, mechanical systems room, battery storage room, office, vestibule room, restroom and utility room. SFO requires construction management support with design-build experience in Data Centers design and construction experience to manage the programming, design and construction of this project. This project also includes the coordination of the construction of new fiber cable communications connections to be brought within the building envelope (by others) and all additional utilities/services necessary to service the building in its functional intent. The DB team will be responsible for providing the specialized expertise to complete the design and construct this project using a fast-track approach.

The proposed \$4,750,000 modification represents the cost associated with the construction of the increased size of the building from approximately 2,800 ft² to 5,800 ft². The original PSC was for a Data Center for the City and County of SF for a total cost of \$8 million for the original 2,800 ft² building. However, the Airport's Information Technology and Telecommunications (ITT) needs have increased which necessitates a Data Center for the Airport. Accordingly, the larger building will be used for the Airport's needs as well as to accommodate leasing back 2/3 of the building to the City's Department of Technology (DT). DT will work with other City departments to house servers in this new Airport Data Center building.

B. Explain why this service is necessary and the consequences of denial: The San Francisco Department of Technology has been mandated by the City and County of San Francisco to centralize and reduce the number of computer data storage and retrieval center facilities into three discreet locations. The three sites chosen to house these centralized data centers include: 1) 300 Paul Avenue which is to be modified/expanded, 2) San Francisco International Airport (SFIA), the second of three sites for this purpose, and 3) the third location has not yet been determined. SFIA's existing data center facility is not large enough or capable of meeting the requirements for a dedicated, independent and secure operational need to be used exclusively by the San Francisco Department of Technology; however, there is sufficient room adjacent to the existing SFIA data center to build a new facility. Time is of this essence to get this new facility designed and built in order to meet the City's de-commissioning mandate of the summer of 2012, therefore, a decision was made to use a design-build approach for this project. The specific knowledge and experience necessary to complete the design and build a state-of-

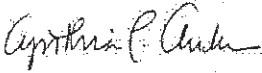
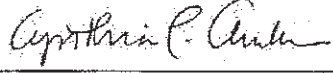
the-art Data Center Facility that meets all the criteria established by the bridging document design team are not those one would expect from a builder of any common structure or other multi-purpose built facility. An experienced data center design-build team is necessary to get this facility completed in a compressed schedule in order to meet the needs and requirements of the San Francisco Department of Technology. Denial of this request will cause project delays, which will affect Airport/Department of Technology operations and compliance with the City's strategic plan mandate to reduce, centralize and diversify the number of Data Storage Center operations and locations City wide.

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

This service has been previously provided through a contract, most recently under PSC 4066-11/12.

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

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

IFPTE, Local 21		July 11, 2012
Union Name	Signature of person mailing/faxing form	Date
RFP sent to: IFPTE, Local 21	on May 16, 2011	
Union Name	Date	Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4066-11/12
STAFF ANALYSIS/RECOMMENDATION: Approved W 8/31/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: Direct Data Center design and construction experience associated with the latest technology available is required. As such, specific expertise in current Data Facility design technologies, data center and Airport security, specialized airport operating systems, and data center facility special systems development is required. Likewise experience in fast-track design-build projects, project controls including scheduling, phasing, and cost control and regulatory compliance to support the design and construction of the SMPOE Data Center Facility Project and its delivery to ensure timely and accurate construction and commissioning of the Data Center Facility and all of its operating systems and to ensure compliance with the City of San Francisco's regulatory targets shall rely upon acceptance of this request.

B. Which, if any, civil service class normally performs this work? Knowledgeable staff in Architectural (5268) and Engineering (5201-5241) classifications will participate in (contribute to) this project. However, the expertise necessary to ensure a successful delivery of the Data Center Facility development project is not readily available from within the ranks of City & County personnel. City Project Managers with the appropriate expertise in managing Airport asset development and construction (including consultant assistance with unique special systems commissioning) will supervise the contracted work.

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 existing architectural and engineering classifications do not have the required expertise and specialized skills related to Data Center Facility development and construction. The Airport will utilize the input of experienced Airport project and contract management staff (see personnel classifications referenced above in section 3B.) integrated with the design-build team to provide the required expertise necessary to deliver a successful project. The Airport estimates that up to 15% of the administrative work, including project management and construction management, IT support, landside operations, maintenance and Airport engineering/architectural, will be performed by current Airport staff.

B. Would it be practical to adopt a new civil service class to perform this work? Explain. As stated above, classifications exist but not with all the required specialized knowledge of current Data Center Facility industry standards or special system facility requirements. Also, major new Data Center Facility development projects do not occur frequently enough to justify permanent staffing, with the exception of project management staff.

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"/> |
| • Describe the training and indicate approximate number of hours. | | |
| • Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained. | | |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? No, however the Airport Commission has approved Resolution No. 12-0129 to award the contract. | <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? Yes, the proposed work will be completed by Transworld Construction. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

(650) 821-2014

Print or Type Name

Telephone Number

Airport Commission, Contracts Administration Unit

P.O. Box 8097, San Francisco, CA 94128

Address

From: Cynthia Avakian

Sent: Wednesday, July 11, 2012 12:48 AM

To: L21PSC Review <L21PSCReview@ifpte21.org> (L21PSCReview@ifpte21.org); lwong@ifpte21.org

Cc: Joe Brenner; Ging Louie (glouie@ifpte21.org); Mark Costanzo; Geri Rayca; Geoff Neumayr

Subject: DRAFT SFO PSC 4066-11/12 Mod. 1 Design-Build South Main Point of Entry Data Center Expansion Project

Larry,

Attached is the draft Mod 1 for PSC 4066-11/12 Mod. 1 Design-Build South Main Point of Entry Data Center Expansion Project.

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

Cynthia Avakian

Contracts Administration Unit

San Francisco International Airport

P. O. Box 8097, San Francisco, CA 94128

E-mail: cynthia.avakian@flysfo.com

Phone: (650) 821-2014, Fax: (650) 821-2011

PERSONAL SERVICES CONTRACT SUMMARY

DATE: November 22, 2011

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

TYPE OF APPROVAL: EXPEDITED REGULAR (OMIT POSTING
 CONTINUING ANNUAL

TYPE OF REQUEST: INITIAL REQUEST MODIFICATION

TYPE OF SERVICE: Design-Build (DB) Services for the South Main Point of Entry (SMPOE) Data Center Expansion Project

FUNDING SOURCE: Department of Technology and Airport Capital Funds

PSC AMOUNT: \$8,000,000 PSC DURATION: 1/1/2012 to 2/28/2013

I. DESCRIPTION OF WORK

A. Concise description of proposed work:

The SMPOE Data Center project includes the development (both design and construction) of a new "Greenfield-built" Data Center Facility; that will include data processing equipment room, mechanical systems room, battery storage room, office, restroom and utility room. SFO requires construction management support with design-build experience in Data Centers design and construction experience to manage the programming, design and construction of this project. This project also includes the coordination of the construction of new fiber cable communications connections to be brought within the building envelope (by others) and all additional utilities/services necessary to service the building in its functional intent. The DB team will be responsible for providing the specialized expertise to complete the design and construct this project using a fast-track approach.

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

The San Francisco Department of Technology has been mandated by the City & County of San Francisco to centralize and reduce the number of computer data storage and retrieval center facilities into three discreet locations. The three sites chosen to house these centralized data centers include: 1) 300 Paul Avenue which is to be modified/expanded, 2) San Francisco International Airport (SFIA), the second of three sites for this purpose, and 3) the third location has not yet been determined. SFIA's existing data center facility is not large enough or capable of meeting the requirements for a dedicated, independent and secure operational need to be used exclusively by the San Francisco Department of Technology however, there is sufficient room adjacent to the existing SFIA data center to build a new facility. Time is of this essence to get this new facility designed and built in order to meet the City's decommissioning mandate of the summer of 2012, therefore, a decision was made to use a design-build approach for this project. The specific knowledge and experience necessary to complete the design and build a state-of-the-art Data Center Facility that meets all the criteria established by the bridging document design team are not those one would expect from a builder of any common structure or other multi-purpose built facility. An experienced data center design-build team is necessary to get this facility completed in a compressed schedule in order to meet the needs and requirements of the San Francisco Department of Technology. Denial of this request will cause project delays, which will affect Airport/Department of Technology operations and compliance with the City's strategic plan mandate to reduce, centralize and diversify the number of Data Storage Center operations and locations City wide.

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

The design build portion is a new request; however, the Commission approved PSC 4025-11/12 on September 23, 2011 for the construction management portion of this project.

D. Will the contract(s) be renewed? The Airport does not anticipate renewing this contract at this time.

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

IFPTE, Local 21	<i>Aprilia P. Auler</i>	November 23, 2011
Union Name	Signature of person mailing/faxing form	Date

RFP sent to:	IFPTE, Local 21	on	May 16, 2011	<i>Aprilia P. Auler</i>
	Union Name		Date	Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4066 - 11/12

STAFF ANALYSIS/RECOMMENDATION: Approved 12/19/11

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Direct Data Center design and construction experience associated with the latest technology available is required. As such, specific expertise in current Data Facility design technologies, data center and Airport security, specialized airport operating systems, and data center facility special systems development is required. Likewise experience in fast-track design-build projects, project controls including scheduling, phasing, and cost control and regulatory compliance to support the design and construction of the SMPOE Data Center Facility Project and its delivery to ensure timely and accurate construction and commissioning of the Data Center Facility and all of its operating systems and to ensure compliance with the City of San Francisco's regulatory targets shall rely upon acceptance of this request.

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

Knowledgeable staff in Architectural (5268) and Engineering (5201-5241) classifications will participate in (contribute to) this project. However, the expertise necessary to ensure a successful delivery of the Data Center Facility development project is not readily available from within the ranks of City & County personnel. City Project Managers with the appropriate expertise in managing Airport asset development and construction (including consultant assistance with unique special systems commissioning) will supervise the contracted work.

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 existing architectural and engineering classifications do not have the required expertise and specialized skills related to Data Center Facility development and construction. The Airport will utilize the input of experienced Airport project and contract management staff (see personnel classifications referenced above in section 3B.) integrated with the design-build team to provide the required expertise necessary to deliver a successful project. The Airport estimates that up to 15% of the administrative work, including project management and construction management, IT support, landside operations, maintenance and Airport engineering/architectural, will be performed by current Airport staff.

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

As stated above, classifications exist but not with all the required specialized knowledge of current Data Center Facility industry standards, special system facility requirements. Also, major new Data Center Facility development projects do not occur frequently enough to justify permanent staffing, with the exception of project management staff.

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"/> |
| • Describe the training and indicate approximate number of hours. | | |
| • Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained. | | |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? No; however the Airport Commission has approved Resolution No. 11-0035 to issue the RFP/RFQ for these services. | <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? An RFP/RFQ process is being conducted and the results of that process are not known at this time. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

Print or Type Name

(650) 821-2014

Telephone Number

Airport Commission, Contracts Administration Unit

P.O. Box 8097, San Francisco, CA 94128

Address

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 12_0129

AUTHORIZE MODIFICATION NO. 2 (TRADE BID PACKAGE SET NO. 2) TO CONTRACT NO. 9078.A, NEW DATA CENTER, WITH TRANSWORLD CONSTRUCTION, INC. IN THE AMOUNT OF \$7,279,643.

WHEREAS, on December 6, 2011, by Resolution No. 11-0274, the Commission awarded Contract No. 9078.A, New Data Center, to Transworld Construction, Inc. (Transworld) in the initial amount of \$1,485,000. This amount included the design fee, general conditions costs and an owner's allowance of \$250,000 for initial construction activities; and

WHEREAS, on June 5, 2012, by Resolution No. 12-0119, the Commission approved Modification No. 1 for Civil/Site and Foundation work for \$1,088,468; and

WHEREAS, the scope of this trade bid package set includes the mechanical, electrical, roofing, building and structural steel work; and

WHEREAS, Transworld received competitive bids for the trade packages, in accordance with the San Francisco Administrative Code, and the bids received are within the Commission approved budget; now, therefore be it

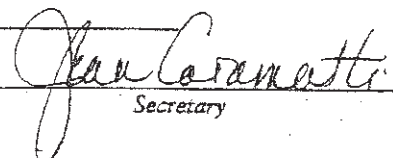
RESOLVED, that the Commission hereby authorizes Modification No. 2 (Trade Bid Package Set No. 2) to Contract No. 9078.A, New Data Center, with Transworld Construction, Inc., in the amount of \$7,279,643 for a new contract amount of \$9,853,111; and, be it further

RESOLVED, that the Commission approves a contingency budget of \$546,000 (7.5%) for Type I change orders; and be it further

RESOLVED, that the Commission authorizes the Director to accept the work upon completion and make final payment provided the work is completed in accordance with Commission established procedures.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of JUN 26 2012


Secretary

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 06/29/2012

DEPARTMENT NAME: San Francisco Public Utilities Commission DEPARTMENT NUMBER 40

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

TYPE OF REQUEST:
 INITIAL REQUEST MODIFICATION (PSC# 3061-1112)

TYPE OF SERVICE: Investigative Services (CS-240)

FUNDING SOURCE: SFPUC General Fund

Original Amount:	<u>\$48,500</u>	PSC Duration:	<u>02/01/2012 -01/30/2015</u>
Modification Amount:	<u>\$601,500</u>	PSC Duration:	<u>08/06/2012 - 10/30/2017</u>
Total Amount:	<u>\$650,500</u>	Total PSC Duration:	<u>02/01/2012 to 10/30/2017</u>

1. DESCRIPTION OF WORK

- A. Concise description of proposed work: **In response to reports of serious allegations of employee misconduct and threats, the SFPUC recognized the need for sophisticated and highly confidential investigation of the allegations. The nature of the allegations span multiple lines of inquiry, including research, investigation and analyses requiring specialized expertise in the area of fraud investigation in the public sector.**
- B. Explain why this service is necessary and the consequences of denial: **This modification is necessary because the scope of these independent investigations has expanded due to the preliminary findings and the resultant need for highly expert computer forensics. A denial of this request may prevent the SFPUC from completing a timely, independent and thorough investigation of the underlying allegations and potential impact.**
- 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 types of services have not been provided in the past.**
- D. Will the contract(s) be renewed: **No.**

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

L21
Union Name

Shamica Jackson
Signature of person mailing/faxing form

06/29/2012
Date

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3061-11/12

STAFF ANALYSIS/RECOMMENDATION: Approved W/ 8/31/12

CIVIL SERVICE COMMISSION ACTION:

Received 6/29/12
CMR

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise: **Confidential investigative expertise, including expertise with state of the art computer forensics.**
- B. Which, if any, civil service class normally performs this work? **Most District Attorney investigative classifications: 8142-Public Defender's Investigator;8143-Senior Public Defender's Investigator;8146-District Attorney's Investigator; 8148-Chief District Attorney's Investigator;8149-Assistant Chief District Attorney's Investigator.**

Although a variety of investigative classes perform some aspects of this work, no existing City class encompasses the full level and scope of the work performed by consulting firms.

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: **Contractor will provide highly sophisticated computer forensic software and applications not typically available in City government.**

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable: **Civil Service classes are not applicable because the nature of the investigation requires timely investigative services among a variety of specialty areas, and the use of sophisticated, proprietary business applications and software not available with city government.**
- B. Would it be practical to adopt a new civil service class to perform this work? Explain. **No. Given the sporadic nature of the work, and inherent conflict of interest that would likely exist, it would not be practical to adopt a civil service classification to perform 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"> • Describe the training and indicate approximate number of hours. • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. | | |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

Shamica Jackson

Signature of Departmental Personal Services Contract Coordinator

Shamica Jackson

415-554-0727

Print or Type Name

Telephone Number

1155 Market Street, 9th Floor

San Francisco, CA 94103

Address

Ryan, Maria

From: Jackson, Shamica <SJackson@sfgwater.org>
Sent: Friday, June 29, 2012 3:17 PM
To: Bowman, Lora; Breñner, Joe; Byrne, Kyra; Carter, Kim; Demmerle, Brook; DHR-PSCCoordinator, DHR; Domingo, Kofo; Jackson, Prentiss; Jackson, Shamica; Jenkins, Sharon; Jones, LaWan; Kyaun, Florence; L21PSCReview; Lee, Tedman; Louie, Ging; McGee, Bonita; Scott, David; Tamura, Pattie ; Warshauer, Ed ; Wong, Larry; Yun, Pauson; Birrer, Joe; Byrne, Ed; Chan, Norman; Divine, Peg; Elwin, Harvey; How, Kathryn; Isen, Carol; Koleini, Amir; Lee, Tedman; Rivera, Patrick; Wang, Jane; Degrafinried, Alaric
Subject: CS-240, PSC Summary Form (Modification Request)
Attachments: CS-240 MOD. 1 PSC to DHR 06292012.pdf

1. For **Engineering Resources Committee**: Attached for your review is the PSC1, Summary Form for CS-240, **Investigative Services, modification request for \$601,500 and duration to October 30, 2017**.
2. For **DHR**: We will forward to you for posting upon notification of L21 and other applicable unions.
3. Thirty-day Union notification required? If no, please explain. **No. This is a modification to an already approved PSC.**
4. For **August 6, 2012** Commission Meeting at 2:00 PM, City Hall Room 400.

Shamica L. Jackson
San Francisco Public Utilities Commission
Contract Administration Bureau
1155 Market Street, 9th Floor
San Francisco, CA 94103
voice: 415-554-0727
fax: 415-554-3225
email: sjackson@sfgwater.org

 Please consider the environment before printing this email

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 01/27/2012

DEPARTMENT NAME: San Francisco Public Utilities Commission DEPARTMENT NUMBER 40

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

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

TYPE OF SERVICE: Investigative Services (CS-240)

FUNDING SOURCE: SFPUC General Fund

PSC AMOUNT: \$48,500 PSC DURATION: 2/01/2012-1/30/2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

In response to a report of serious allegations of employee misconduct and threats, the SFPUC recognized the need for sophisticated and highly confidential investigation of the allegations. The nature of the allegations span multiple lines of inquiry, including research, investigation and analyses requiring specialized expertise in the area of fraud investigation in the public sector.

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

Pursuant to City policy, these investigative services need to be performed by an independent investigator who is not employed/affiliated with the City & County of San Francisco. A denial of this request may prevent SFPUC from conducting an independent and thorough investigation of the underlying allegations and threats.

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

This service has not been provided in the past.

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

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

L21/L1021/DA
Investigators
Union Name

Shamica Jackson
Signature of person mailing/faxing form

01/27/2012
Date

PSC# 3061-11/12 FOR DEPARTMENT OF HUMAN RESOURCES USE

Received 1/27/12
MUR

Approval Date: 2/6/12

By: [Signature]
FOR Micki Callahan, Human Resources Director

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Confidential administrative and investigative expertise.

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

Most District Attorney investigative classifications:

8142-Public Defender's Investigator; 8143-Senior Public Defender's Investigator; 8146-District Attorney's Investigator; 8148-Chief District Attorney's Investigator; 8149-Assistant Chief District Attorney's Investigator.

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

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service classes are not applicable because City policy requires independent consultants to perform confidential investigations of this nature.

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

No. Given the sporadic nature of this work and the inherent conflict of interest that would likely exist, it would not be practical to adopt a civil service classification to perform these services.

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

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

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

B. Will the contractor train City and County employees?

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

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

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

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

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

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

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

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

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

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

Signature of Departmental Personal Services Contract Coordinator

Shamica Jackson

415-554-0727

Print or Type Name

Telephone Number

1155 Market Street, 9th Floor

San Francisco, CA 94103

Address

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 08/14/2012

DEPARTMENT NAME: San Francisco Public Utilities Commission DEPARTMENT NUMBER 40

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

TYPE OF REQUEST: [] INITIAL REQUEST [X] MODIFICATION (PSC# 4070-10/11)

TYPE OF SERVICE: Planning and Development of the Ocean Beach Master Plan (CS-188/271 Sole Source)

FUNDING SOURCE: SFPUC General Fund
Original Amount: \$100,000 (CS-188) PSC Duration: 02/07/2011 to 12/31/2012
Modification Amount: \$16,500 (CS-188) PSC Duration: N/A
Modification Amount: \$750,000 (CS-271) PSC Duration: 09/17/2012 to 03/15/2015
Total Amount: \$866,500 Total PSC Duration: 02/07/2011 to 03/15/2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The Ocean Beach Master Plan is the result of a two-year interagency planning process convened by San Francisco Planning and Urban Research ("SPUR") in collaboration with the California State Coastal Conservancy, the SFPUC, and the National Park Service. The plan incorporates public access, environmental stewardship, infrastructure, and coastal management complexities surrounding Ocean Beach. The next phase of making progress at Ocean Beach is the development and implementation of the Ocean Beach Master Plan Phase 2 Coastal Management Agreement which incorporates recommendations included in the Master Plan. The services will include working with SFPUC, Army Corps, and GGNRA to develop an interim strategy for coastal protection over a 1-10 year time period; conduct Coastal Engineering Feasibility Studies; Design and Manage Coastal Protection Pilot Studies; develop and execute an Interagency Coastal Management Agreement; Interagency Coordination and Outreach; and, develop the Joint Open Space Management Plan.

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

A delay will halt progress of this multi-agency, community planning effort to address beach erosion that threatens critical SFPUC and public infrastructure.

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

This service is currently being provided in the past via PSC. No. 4070-10/11 (CS-188).

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

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

L21 Shamica Jackson 08/14/2012
Union Name Signature of person mailing/faxing form Date

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4070-10/11

STAFF ANALYSIS/RECOMMENDATION: Approved W 8/31/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Understanding of regulatory and planning processes; ability to coordinate with multiple agencies; sustained public engagement; education of political decision-makers; ability to synthesize technical information from numerous field; Program Management, Project Management, Construction Management, Risk Management, Project Scheduling, Cost Controls, Cost Estimating, Labor and contract Relations.

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

None. Earth Scientists, Earth Geologists and Earth Climatologists sometimes perform aspects of this work.

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

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because these services require broad institutional knowledge of the issues and history at Ocean Beach and ideally, participation in the development of the Master Plan.

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

No. The Ocean Beach Master plan is a unique project. There is no long term need for these services.

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

- | | <u>Yes</u> | <u>No</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Describe the training and indicate approximate number of hours. | | |
| • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. | | |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? SFPUC Resolution No. 09-0017. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

Shamica Jackson

Signature of Departmental Personal Services Contract Coordinator

Shamica Jackson

415-554-0727

Print or Type Name

Telephone Number

525 Golden Gate Avenue, 8th Floor

San Francisco, CA 94102

Address

Dang, Leorah

From: Jackson, Shamica <SJackson@sfwater.org>
Sent: Tuesday, August 14, 2012 5:30 PM
To: Bowman, Lora; Brenner, Joe; Byrne, Kyra; Carter, Kim; Demmerle, Brook; DHR-PSCCoordinator, DHR; Domingo, Kofo; Jackson, Prentiss; Jackson, Shamica; Jenkins, Sharon; Jones, LaWan; Kyaun, Florence; L21PSCReview; Lee, Tedman; Louie, Ging; McGee, Bonita; Scott, David; Tamura, Pattie; Warshauer, Ed; Wong, Larry; Yun, Pauson; Birrer, Joe; Byrne, Ed; Chan, Norman; Divine, Peg; Elwin, Harvey; How, Kathryn; Isen, Carol; Koleini, Amir; Lee, Tedman; Rivera, Patrick; Wang, Jane; Degrafinried, Alaric
Subject: CS-271, PSC Summary Form (Modification Request)
Attachments: CS-271 PSC 4070 10_11 Mod 3 to DHR 08142012.pdf

1. For **Engineering Resources Committee**: Attached for your review is the PSC1, Summary Form for CS-271, **Planning and Development of the Ocean Beach Master Plan, modification request for \$750,000 and duration to March 15, 2015.**
2. For DHR: We will forward to you for posting upon notification of L21 and other applicable unions.
3. Thirty-day Union notification required? If no, please explain. **No. This is a modification to an already approved PSC.**
4. For **September 17, 2012** Commission Meeting at 2:00 PM, City Hall Room 400.

Shamica L. Jackson
San Francisco Public Utilities Commission
Contract Administration Bureau
1155 Market Street, 9th Floor
San Francisco, CA 94103
voice: 415-554-0727
fax: 415-554-3225
email:sjackson@sfwater.org
♻️ Please consider the environment before printing this email



MEMORANDUM

DATE: June 8, 2011
 TO: Maria Ryan, DHR-PSC Coordinator
 Department of Human Resources (Dept. 33)
 FROM: Shamica Jackson, PSC Coordinator *Shamica Jackson*
 San Francisco Public Utilities Commission (Dept. # 40)
 RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 4070-10/11 Approval Date: 02/07/2011

Description of Service(s): In conjunction with Ocean Beach Vision Council, the consultant will develop an Ocean Beach Master Plan, a comprehensive document that will address the following elements: climate change and sea level rise; open space (beach, promenade, parks & streetscape, passive and active recreation); roadway (streets & parking); potential for development of renewable energy sources (wave, wind, tidal); beach erosion control and coastal protection (including seawall); protection and enhancement of natural resources (including habitat for special status species); concepts for signage, interpretive features, lighting and public art; circulation (including east-west flow corridors); integration of related projects and plans that are being implemented by other entities; sustainability guidelines; management/maintenance structures and strategies; and implementation (budgets, funding and phasing) (CS-188).

Original Approved Amount:	<u>\$100,000</u>	Original Approved Duration:	<u>02/07/2011 to 12/31/2012</u>
Modification One Amount:	<u>\$16,500</u>	Modification of Duration:	<u>N/A</u>
Total Amount as Modified:	<u>\$116,500</u>	Total Duration as Modified:	<u>02/07/2011 to 12/31/2012</u>

Reason for the modification:
 To align the PSC amount with the Contract amount.

Attachments: Copy of PSC Summary sent to DHR.

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: 6/9/11

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

Edwin M. Lee
 Mayor
 Francesca Victor
 President
 Anson Moran
 Vice President
 Ann Moller Coen
 Commissioner
 Ari Torres
 Commissioner
 Vince Courtney
 Commissioner
 Ed Harrington
 General Manager



PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 09-0017

WHEREAS, the San Francisco Public Utilities Commission (SFPUC), established pursuant to San Francisco Charter Section 4.112, has the "exclusive charge of the construction, management, supervision, maintenance, extension, expansion, operation, use and control of all water, clean water and energy supplies and utilities of the city as well as the real, personal and financial assets, that are under the Commission's jurisdiction or assigned to the Commission under Section 4.132," as provided in San Francisco Charter section 8B121; and

WHEREAS, the SFPUC has a duly appointed General Manager and pursuant to Charter Section 4.126 the General Manager is responsible for the administration and management of the department; and

WHEREAS, this Commission has from time to time identified protocols with respect to Commission review and action on matters within its jurisdiction, and also granted authority to the General Manager to award and execute contracts or leases, or settle or compromise claims, subject to certain terms and limitations; and

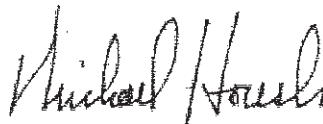
WHEREAS, this Commission intends to prioritize the matters presented to the Commission by focusing on items involving critical policy objectives for the SFPUC, and those that are significant, controversial or assigned to the Commission through the City's Administrative Code provisions, and wishes to accomplish this by moving less significant, less controversial items to either a consent calendar or delegating them to the General manager as shown on Attachment A to this Resolution; now, therefore, be it

RESOLVED, That this Commission adopts the criteria set forth in Attachment A with respect to the Commission agenda for actions on contracts, leases and settlement agreements, and hereby delegates to the General Manager of the San Francisco Public Utilities Commission the authority to directly undertake those actions identified in Attachment A, subject to the terms and limitations expressed therein, all as set forth in Attachment A, incorporated in this Resolution by this reference; and be it,

FURTHER RESOLVED, That this Commission directs the General Manager to provide the Commission with a quarterly report identifying the actions taken by the General Manager, pursuant to this grant of authority.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of.

January 27, 2009



Secretary, Public Utilities Commission

**MINUTES
Regular Meeting
February 7, 2011**

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

CALL TO ORDER

2:05 p.m.

ROLL CALL

President E. Dennis Normandy	Present (Left at 5:55 p.m. Missed end of Item #12, 13, 14)
Vice President Donald A. Casper	Present
Commissioner Morgan R. Gottono	Present
Commissioner Lisa Seitz Gruwell	Present
Commissioner Mary Y. Jung	Present (Left at 6:10 p.m. Missed end of Item #12,13,14)

President E. Dennis Normandy presided on Item #s 1-11 and beginning of Item #12.
Vice President Donald A. Casper presided on Item #s 12 (upon departure of President Normandy), 13, & 14.

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

Steve Zeltzer, retired City worker and also a member of United Public Workers for Action expressed his opposition to public workers being taken advantaged of and attacked.

APPROVAL OF MINUTES

Regular Meeting of January 3, 2011.

Action: Approve. (Vote of 5 to 0)

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

No report given.

0397-10-1

Fiscal Year 2011-12 Civil Service Commission Budget Request. (Item No. 6)

January 3, 2011: Direct Commission staff to prepare Fiscal Year 2011 - 12 Budget Request at current service and staff levels; continue to negotiate amounts; present Budget Request at the Commission

4069-10/11	Public Utilities Commission	\$98,000	The City conducts environmental monitoring offshore of San Francisco between Rocky Point in Marin County and Point San Pedro in San Mateo County in order to assess environmental impacts of a treated wastewater discharge. Monitoring requirements include sediment, benthic infauna, and fisheries sampling. A qualified vessel with the proper equipment and a licensed captain is needed to allow SFPUC staff to collect required samples. In addition the City is required to conduct a dilution study at the Southwest Ocean Outfall that will require the use of a research vessel to deploy, maintain, and retrieve buoyed instrument arrays offshore near the outfall.	Regular	12/31/15
4070-10/11	Public Utilities Commission	\$100,000	In conjunction with Ocean Beach Vision Council, the consultant will develop an Ocean Beach Master Plan, a comprehensive document that will address the following elements: climate change and sea level rise; open space (beach, promenade, parks & streetscape, passive and active recreation); roadway (streets & parking); potential for development of renewable energy sources (wave, wind, tidal); beach erosion control and coastal protection (including seawall); protection and enhancement of natural resources (including habitat for special status species); concepts for signage, interpretive features, lighting and public art; circulation (including east-west flow corridors); integration of related projects and plans that are being implemented by other entities; sustainability guidelines; management/maintenance structures and strategies; and implementation (budgets, funding and phasing).	Regular	12/31/12

PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 16, 2012

DEPARTMENT NAME: Public Works DEPARTMENT NUMBER: 90

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

TYPE OF REQUEST: [] INITIAL REQUEST [x] MODIFICATION (PSC# 4095-09/10)

TYPE OF SERVICE: As-needed Architectural Design Services

FUNDING SOURCE: Various departments, to be determined

Table with 4 columns: Amount, PSC Duration, PSC Mod #1 Duration, PSC Mod #2 Duration, Total PSC Duration. Rows include Original Amount (\$3,000,000), Modification #1 Amount (\$1,125,000), Modification #2 Amount (\$4,000,000), and Total Amount (\$8,125,000).

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities. The Department of Public Works (DPW) had previously awarded four (4) as-needed contracts at \$750,000 each, and intends to award four (4) additional as-needed contracts for up to \$1,000,000 each.

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

The as-needed contracts will only be utilized when DPW cannot provide the services in a timely manner due to unavailability of staff or when specialty services are required. If services cannot be provided in a timely manner the City's ongoing operations will be impacted and thereby cause delay to the provision of services necessary for the public interest.

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

This is a modification to PSC#4095-09/10, approved on March 1, 2010, which provided services through 4 As-Needed contracts. A new solicitation is required to award more work, because the previous contracts can only issue work within the first 3 years, with the remaining 2 years used to complete ongoing work. Since the existing As-Needed contracts remain open to complete projects in progress, PSC# 4095-09/10 cannot be terminated. Therefore, we are modifying this PSC for new services.

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

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

Local 21 Union Name, [Signature] Signature of person mailing/faxing form, 8/20/12 Date

RFP sent to [Union Name], on [Date], [Signature]

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4095-09/10 STAFF ANALYSIS/RECOMMENDATION: Approved LW 8/31/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Professional architectural services typically required for building projects in the public sector; services of licensed subconsultants with expertise including but not limited to the following disciplines: historic preservation, civil, structural, electrical, mechanical/plumbing, resource efficiency with availability of LEED Accredited Professionals, LEED Compliance, elevator, fire protection, code compliance, waterproofing, roofing, landscape architecture, and facilities' furnishings/ interior design.

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

The following civil service classes would normally perform design and consultation services except under conditions as described in 4A below: 5211 Senior Architect, 5268 Architect, 5266 Architectural Associate II, 5265 Architectural Associate I, 5261 Architectural Assistant II, 5260 Architectural Assistant I, 5218 Structural Engineer, 5219 Senior Structural Engineer, 5352 Electrical Engineering Assistant, 5354 Engineering Associate 1, 5344 Mechanical Engineering Assistant, 5215 Fire Protection Engineer, 5211 Engineer/Architect/Landscape Architect Senior, 5262 Landscape Architectural Associate 1, 5272 Landscape Architectural Associate 2, 5274 Landscape Architect.

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:

These are as-needed contract services only. They will only be utilized when the following conditions exist:

- *The Bureau is working at full capacity and postponement of pending projects would be contrary to the public interest, or*
- *Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.*


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

The services are only going to be utilized on an as-needed basis.

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

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

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


Signature of Departmental Personal Services Contract Coordinator

Gordon Choy
Print or Type Name

Telephone Number (415) 554-6230

875 Stevenson Street, Room 420
San Francisco, CA 94103
Address

Dang, Leorah

From: Carlos, Carina <Carina.Carlos@sfdpw.org>
Sent: Monday, August 20, 2012 3:39 PM
To: DHR-PSCCoordinator, DHR
Cc: 'L21PSCReview@ifpte21.org'; Ging Louie (glouie@ifpte21.org); Wong, Tammy; Choy, Gordon; Kim, Sung; Nist, Robert; Lamont, Tara
Subject: PSC Modification: PSC# 4095-09/10
Attachments: PSC Mod #2 - PSC #4095-0910 - As-Needed Architectural Design Services.PDF; PSC# 4095-0910 Mod #2 As-Needed Architectural Services 8-17-17.docx; DPW_4095-0910_AA_03152012.pdf, AN Architectural revised PSC to DHR 2-01-10.pdf

Good afternoon,

Attached are documents related to Modification #2 to PSC# 4095-09/10 for As-needed Architectural Design Services:

1. PSC Modification #2 (in PDF format) dated 08/16/2012
2. PSC Modification #2 (in Word format) dated 08/16/2012
3. Original PSC# 4095-09/10 (in PDF format), approved 03/01/2010
4. PSC Modification #1 (in PDF format), approved by DHR on 03/15/2012

It is our understanding that PSC modifications do not follow the 30-day advance union notification.

Thank you,

Carina

Carina C. Carlos
Department of Public Works
Contract Administration Division
875 Stevenson Street, Room 420
San Francisco, CA 94103
Tel: (415) 554-6416 | Fax: (415) 554-6232
Carina.Carlos@sfdpw.org



Edwin M. Lee, Mayor
Mohammed Nuru, Director

San Francisco Department of Public Work
Office of the Deputy Director for Financial Management and Administration
Division of Contract Administration
875 Stevenson Street, Room 42
San Francisco, CA 9410
(415) 554-6230 www.sfdpw.org



Gordon Choy, Division Manager

MEMORANDUM

March 9, 2012

TO: Citywide Personal Services Contract Coordinator
Department of Human Resources
FROM: Gordon Choy, PSC Coordinator
Department of Public Works (90) *Gordon Choy*
SUBJECT: Civil Service Commission PSC Modification Less than 50% of Approved Amount or Time

The Public Works Department is proposing to modify an approved Personal Services Contract Summary (PSC) and is requesting your consideration for an administrative review of the PSC Modification because the proposed modification is less than 50% of the Civil Service Commission's approved PSC amount and/or duration.

Following is the information about the PSC modification:

PSC No. 4095-09/10 Approved on: 3/1/2010

Description:

Original Approved Amount	\$3,000,000	Original Approved Duration	05/1/2010 – 08/30/2015
Modification Amount	\$1,125,000	Modification of Duration	
Total Modified Amount	\$4,125,000	Total Modified Duration:	05/1/2010 – 08/30/2015

Reason for the modification: The contracts awarded under PSC 4095-09/10 for As-Needed Architectural Design Services will be required to work on multiple Contract Service Orders for various City Departments that will exceed the original approved amount.

Attachment: Copy of Approved PSC Summary

Thank you for your consideration in issuing an administrative decision on this PSC Modification. Please call me at (415) 554-6225 if there are any questions.

Cc: Robert Nist, PCS - Contract Manager
Tammy Wong, GSA Human Resources

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: 3/15/12

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



PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 4, 2010 (Revised February 1, 2010)

DEPARTMENT NAME: Public Works DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: As-needed Architectural Design Services

FUNDING SOURCE: Various departments, to be determined

PSC AMOUNT: \$3,000,000* PSC DURATION: 5/1/2010 - 8/30/2015
* Aggregate fee cap: \$3,000,000; individual fee cap: \$500,000 to \$1,000,000 depending on number of firms selected.

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.

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

The as-needed contracts will only be utilized when DPW cannot provide the services in a timely manner due to unavailability of staff or when specialty services are required. If services cannot be provided in a timely manner the City's ongoing operations will be impacted and thereby cause delay to the provision of services necessary for the public interest.

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):

Similar services have been provided through as-needed architectural services contracts authorized by PSC No. PSC #4125-05/06 approved on June 5, 2006.

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

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

Local 21 Union Name Signature of person mailing/faxing form Date 2/2/10

Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Professional architectural services typically required for building projects in the public sector; services of licensed subconsultants with expertise including but not limited to the following disciplines: historic preservation, civil, structural, electrical, mechanical/plumbing, resource efficiency with availability of LEED Accredited Professionals, LEED Compliance, elevator, fire protection, code compliance, waterproofing, roofing, landscape architecture, and facilities' furnishings/ interior design.

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

The following civil service classes would normally perform design and consultation services except under conditions as described in 4A below: 5211 Senior Architect, 5268 Architect, 5266 Architectural Associate II, 5265 Architectural Associate I, 5261 Architectural Assistant II, 5260 Architectural Assistant I, 5218 Structural Engineer, 5219 Senior Structural Engineer, 5352 Electrical Engineering Assistant, 5354 Engineering Associate 1, 5344 Mechanical Engineering Assistant, 5215 Fire Protection Engineer, 5211 Engineer/Architect/Landscape Architect Senior, 5262 Landscape Architectural Associate 1, 5272 Landscape Architectural Associate 2, 5274 Landscape Architect.

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:

These are as-needed contract services only. They will only be utilized when the following conditions exist:

- *The Bureau is working at full capacity and postponement of pending projects would be contrary to the public interest, or*
- *Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.*

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

The services are only going to be utilized on an as-needed basis.

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"> • Describe the training and indicate approximate number of hours. • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. 		
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

Gordon Choy

 Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

 Print or Type Name Telephone Number (415) 554-6230

875 Stevenson Street, Room 420

 San Francisco, CA 94103

 Address

Transmission Report

Date/Time: 02-01-2010 04:12:12 p.m. Transmt Header Text
 Local ID 1: 415 554 6232 Local Name 1: DPW
 Local ID 2: Local Name 2:

This document : Confirmed
 (reduced sample and details below)
 Document size : 8.5"x11"

City and County of San Francisco



Gevin Newsom, Mayor
 Edward D. Reiskin, Director



(415) 554-6229
 FAX (415) 554-6232
<http://www.sfdpw.com>
 Department of Public Works
 Contract Administration Division
 Financial Management and Administration
 875 Stevenson Street, Room 420
 San Francisco, CA 94108-0998
 Gordon Choy, Division Manager

FAX

Date: February 1, 2010
 Number of pages including cover sheet: 3
 To: _____
 Manager
 Local 21
 Phone: _____
 Fax Phone: (415) 864-2166
 CC: _____

From: _____
 Gordon Choy
 Division Manager
 Phone: (415) 554-6230
 Fax Phone: (415) 554-6232

REMARKS					
	Urgent	<input checked="" type="checkbox"/>	For your review	Reply ASAP	Please comment
<p>Please see the attached revised PSC form and supporting documents.</p> <p>In compliance with Local 21's MOU and the Civil Service Commission's Instructions for Processing Proposed Personal Services Contract Approval Requests, this is your advance notice of the proposed services. An RFP will be sent to you at a later date when this office has received a copy from the Project Manager.</p> <p>The Contract Manager is Beverly Lashley, and she may be reached at (415) 557-4784 for any additional questions.</p>					

Total Pages Scanned : 3

Total Pages Confirmed : 3

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	906	415 864 2166	04:10:13 p.m. 02-01-2010	00:01:30	3/3	1	EC	HS	CP14400

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	TU: Terminated by user
HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system
WS: Waiting send	MS: Mailbox save	FA: Fail	RP: Report
			G3: Group 3
			EC: Error Correct

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>
Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903
Gordon Choy, Division Manager

FAX

Date February 1, 2010

Number of pages including cover sheet 3

To: _____

Manager

Local 21

Phone _____

Fax Phone (415) 864-2166

CC: _____

From: _____

Gordon Choy

Division Manager

Phone (415) 554-6230

Fax Phone (415) 554-6232

REMARKS:				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Urgent		For your review	Reply ASAP
Please see the attached revised PSC form and supporting documents.				
In compliance with Local 21's MOU and the Civil Service Commission's Instructions for Processing Proposed Personal Services Contract Approval Requests, this is your advance notice of the proposed services. An RFP will be sent to you at a later date when this office has received a copy from the Project Manager.				
The Contract Manager is Beverly Lashley, and she may be reached at (415) 557-4784 for any additional questions.				

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 05/03/2006

DEPARTMENT NAME: PUBLIC WORKS

DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: As-needed Architectural Design Services.

FUNDING SOURCE: Various Departments; to be determined

PSC AMOUNT: \$3,000,000

PSC DURATION: 10/01/2006 - 09/30/2009

I. DESCRIPTION OF WORK

A. Concise description of proposed work:

As-needed professional architectural design services for public building projects including but not limited to design and production documents for renovation, relocation, adaptive re-use existing City owned facilities, modifications to life safety systems, infrastructure and new facilities. The Department of Public Works (DPW) intends to award 3 to 6 contracts with the aggregated fee cap at \$3,000,000.

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

Services are necessary to provide flexibility when City staff cannot provide the services in a timely manner due to unavailable scheduling or do not have the expertise. If these services are denied, City's ongoing operation will be impacted and projects may be delayed or cancelled.

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):

Previous as-needed architecture services contract approved by CSC resolution NO. 4334-00/01, dated 03/19/01. Awardees: Beverly Prior Architects; Tom, Elliot, Fisch; FMG Architects; Carey & Company; Levy Design Partners and Joseph Chow & Associates.

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

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

Local 21 Union Name Signature of person mailing/faxing form Date 5/4/06

RFP sent to Local 21 Union Name, on When RFQ is available Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION: CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Professional licensed Architects and engineers. Experience in architectural projects in the public sector is required. Expertise including but not limited to: historic preservation, civil structural, electrical, mechanical, elevator, fire protection, code compliance, waterproofing, roofing, landscape architecture, and facilities' furnishings and interior design.

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

Civil service classes would normally provide these services except under conditions described in 4A are: 5270 Senior Architect, 5268 Architect, 5266 Architectural Associate II, 5265 Architectural Associate I, 5261 Architectural Assistant II, 5260 Architectural Assistant I, 5211 Senior Engineer, 5201 junior Engineer, 5215 Fire protection Engineer, 5218 Structural Engineer.

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 Civil Service classes are applicable. These services will only be utilized on an as-needed basis either when City Staff are unavailable or when City Staff lacks the required expertise.

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

No. Civil Service classes already exist. These services will be need only on an as-needed basis.

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

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

Yes No

B. Will the contractor train City and County employees?

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

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

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 personal services contract with your department? An RFQ will be processed to select the consultants.

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

Gordon Choy
Signature of Departmental Personal Services Contract Coordinator
Gordon Choy (415) 554-6230
Print or Type Name Telephone Number

875 Stevenson Street, Room 420
San Francisco, CA 94103
Address