



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: June 17, 2013
To: The Honorable Civil Service Commission
Through: Micki Callahan
Human Resources Director
From: Shamica Jackson, PUC
Parveen Boparai, MTA
Jacquie Hale, DPH
Joan Lubamersky, GSA
Diane Lim, ADP
Gordon Choy, DPW

Subject: Personal Services Contracts Approval Request

This report contains nine (9) 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
\$10,837,300	\$2,894,308	\$919,663,499

POSTING FOR

06/17/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4133-12/13	40	Public Utilities Commission	Regular	\$4,500,000	The proposed work includes preparation of geotechnical performance criteria, field investigation including exploratory soil borings, laboratory test of soil samples, recommendations for soil hazard mitigation and recommendation for foundation designs criteria for various utility projects.	8/1/2013 - 7/30/2018
4134-12/13	68	Municipal Transportation Agency	Regular	\$110,000	Contractor will produce an updated Nexus Study (highly technical analysis) to model and justify a proposed rate structure for the Transportation Sustainability Fee (TSF) proposed for future commercial and residential development. The Study will produce and develop a model that links trip generation by development type to maximum fee levels; write a report explaining the findings for a broad audience base; ensure the report is consistent with all legal requirements; participate in public outreach including presentation materials; work with the San Francisco Transportation Agency (SFMTA) and the City Attorney's Office on the implementation of the TSF. The Contractor will also provide updated reports to the initial preparation of materials related to an environmental impact report on the TSF Program.	6/1/2013 - 12/31/2013
4135-12/13	68	Municipal Transportation Agency	Regular	\$350,000	The San Francisco Municipal Transportation Agency (SFMTA) recently adopted a six-year Strategic Plan (2012-2018). The SFMTA seeks a consultant to analyze, and help identify and implement systems and processes, and an organizational culture and framework that directly results in improved performance in achieving the Agency's Strategic Plan goals.	7/1/2013 - 6/30/2016
4136-12/13	68	Municipal Transportation Agency	Regular	\$1,200,000	To provide an off-site facility to collect pre-employment, post-accident, return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors and to provide a mobile on-site facility to collect random, follow-up, reasonable suspicion and post-accident breath and urine collection in compliance with Department of Transportation/Federal Transit Administration (DOT/FTA) Drug and Alcohol Testing Regulations.	12/1/2013 - 11/30/2018
4137-12/13	81	Public Health	Regular	\$175,000	Contractor will be responsible for all functions necessary to submit electronic medical claims to third party payers for services provided by the Adult Immunization and Travel Clinic (AITC). Contractor will conduct eligibility determinations; submit electronic claims to third party payers; review Explanation of Benefits (EOB) electronic payment data; analyze denied and partial paid claims; void, replace or re-bill denied claims; negotiate with third party payers on partial payments; collect share-of-cost and other patient financial responsibility information; provide utilization and claims reports; and reconcile claims and payments. *Note: The amount of the requested PSC is the Department's best estimate of the cost of the services, and reflects only the maximum fee anticipated to be paid to the contractor as percentage of total collected revenue, not the actual billings submitted or processed by the contractor. As this is a new contract, the actual revenue to be realized is as yet unknown.	1/1/2014 - 12/31/2018

POSTING FOR

06/17/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4138-12/13	70	General Services Agency	Regular	\$87,000	The Office of Contract Administration (OCA) currently uses a legacy mainfram system for the majority of procurement activities which involves many manual and paper-driven processes. This project will implement a cloud-based e-Procurement system to automate these manual and paper-driven processes to enhance performance, to realize cost and time savings, to increase vendor participation and outreach and to increase transparency.	7/1/2013 - 6/30/2016

Total Amount - Regular: \$6,422,000

POSTING FOR
06/17/2013

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

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date	End Date
4050-10/11	13	Adult Probation	Regular	\$290,300	\$999,300	Adult Probation Department (ADP) must include software license and maintenance fees to the Agreement with Northpointe, Inc. to develop the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS). In the original approved Personal Services Contract (PSC) for COMPAS, these fees were not included. In order to continue effectively supervising and assessing its clients, APD must purchase these licenses from Contractor.	9/30/2010	6/30/2016
3082-11/12	81	Public Health	Regular	\$125,000	\$150,000	The Contractor will provide on-site at LHH approximately two hundred eighty-eight (288) hours per year of professional audiology services. The Contractor will also provide a minimum of one (1) seven-hour (7 hour) audiology clinic weekly in the Rehabilitation Department at Laguna Honda Hospital, within the hours 8:00am - 5:00pm, excluding Saturdays and Sundays. Services shall include: audiology evaluation including speech reception testing, threshold audiometry screening, hearing aid evaluation, dispensing and repair of hearing aids, and hearing therapy.	7/1/2012	6/30/2018
4030-09/10	90	Public Works	Regular	\$4,000,000	\$9,495,000	Provide design services involving renovation, relocation, adaptive re-use of existing facilities, installations of specialized medical equipment, modifications to life safety systems and other infrastructure, and new facilities; selected firms need to have extensive knowledge of, and experience with general acute care facilities under jurisdiction of the Office of Statewide Health and Planning (OSHPPD). The department intends to award up to 4 contracts with an aggregate fee cap of \$4,000,000 and (individual fee cap \$1,000,000).	10/28/2009	12/31/2018

Sum of Modified Amounts: \$4,415,300

Shamica Jackson
Public Utilities Commission
525 Golden Gate Ave., Flr. 8
San Francisco, CA 94102
(415) 554-0727

Parveen Boparai
Municipal Transportation Agency
1 South Van Ness, 6th Flr
San Francisco, CA 94103
(415) 701-5377

Jacquie Hale
Department of Public Health
101 Grove Street, Rm 307
San Francisco, CA 94102
(415) 554-2609

Joan Lubamersky
General Services Agency
1 Dr. Carlton Goodlett Pl., Rm 362
San Francisco, CA 94102
(415) 554-4859

Diane Lim
Adult Probation
880 Bryant Street, Room 200
San Francisco, CA 94103
(415) 553-1058

Gordon Choy
Department of Public Works
875 Stevenson St, Rm 420
San Francisco, CA 94103
(415) 554-6230

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Modification PSCs

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PERSONAL SERVICES CONTRACT SUMMARY

DATE: 05/14/2013

DEPARTMENT NAME: San Francisco Public Utilities Commission (SFPUC) DEPARTMENT NUMBER 40

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

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

TYPE OF SERVICE: As-needed Geotechnical Engineering Services (CS-315)

FUNDING SOURCE: SFPUC project funds

PSC AMOUNT: \$4,500,000 PSC DURATION: 08/01/2013 to 07/30/2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The proposed work includes preparation of geotechnical performance criteria, field investigation including exploratory soil borings, laboratory test of soil samples, recommendations for soil hazard mitigation and recommendations for foundation designs criteria for various utility projects.

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

Projects involving buildings, dams, bridges, other hydraulic structures, tunnels and pipeline require geotechnical services. If these services are not available, there will not be critical geotechnical recommendations needed for design of projects.

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 as-needed services are currently being provided via PSC No. 4044-09/10 (CS-998) However, pursuant to Chapter 6.64 of the San Francisco Administrative Code, all as-needed contracts shall provide an expiration term of not more than five years, including all modifications and the department head shall not issue any new contract service order after three years from the date of award.

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 04/12/2013
Union Name Signature of person mailing/faxing form Date
Union Name Signature of person mailing/faxing form Date
RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4133-12/13 STAFF ANALYSIS/RECOMMENDATION: Approved 5/30/2013

CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Licensed Geotechnical Engineering will provide soil investigations, recommendations for design and analysis of foundations including soil bearing pressure, lateral soil pressure, soil friction values and pile bearing and lateral resisting values. In addition, recommendations for seismic response spectra for analysis and design of structures are needed as well as trenching for seismic faults. Also, soil borings and laboratory analysis of soil samples will be included.

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

- 5207: Associate Engineer
- 5241: Engineer
- 5211:Senior Engineer (with Geotechnical Engineering Licenses)

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:

Although there are two licensed Geotechnical Engineers working for the City, there is insufficient amount of resources to complete all of the work needed.

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

There are two licensed Geotechnical Engineers working for the City. They work at the Department of Public Works and do assist with projects for the SFPUC. However, more than half of the contract will be for soil exploratory borings and laboratory analysis of soil samples, which cannot be performed by City resources.

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"/> |
| <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

<u>Shamica Jackson</u>	<u>415-554-0727</u>
Print or Type Name	Telephone Number

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



Union Notification(s)
◆ Local 21

Dang, Leorah

From: Jackson, Shamica <SJackson@sewater.org>
Sent: Friday, April 12, 2013 4:54 PM
To: Degrafinried, Alaric; Jackson, Shamica; L21PSCReview@ifpte21.org; glouie@ifpte21.org; kcarter@ifpte21.org; Domingo, Kofo; Ordikhani, Masood; Kyger, Todd
Subject: 30 DAY NOTICE PRIOR TO DHR: CS-315 draft PSC to Unions for review
Attachments: Initial-Regular-As-needed Geotechnical Engineering Services (CS-315)-Draft PSC Dept40.DOC


Importance: High

To All Interested Parties,

Pursuant to recently negotiated provisions in the City's memoranda of understanding ("MOUs") with City labor unions, Departments must now send such notices to affected unions either at the time the City issues a Request for Proposals/Request for Qualifications, or 30 days prior to the submission of a PSC request to DHR and/or the Commission, whichever occurs first. Such notice must include a copy of the draft PSC summary form.

Best regards,

Shamica L. Jackson
San Francisco Public Utilities Commission
Contract Administration Bureau
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
voice: 415-554-0727
fax: 415-554-3225
email: sjackson@sewater.org

 Please consider the environment before printing this email

Prior DHR Approved – Similar

PSC #4044-09/10

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 09/02/2009

DEPARTMENT NAME: San Francisco Public Utilities Commission DEPARTMENT NUMBER 40

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

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

TYPE OF SERVICE: As-Needed Geotechnical Engineering Services (CS-998)

FUNDING SOURCE: Project General Funds

PSC AMOUNT: \$4,500,000 PSC DURATION: 12/01/2010 to 12/01/2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The proposed work includes preparation of geotechnical performance criteria, field investigation including exploratory soil borings, laboratory test of soil samples, recommendations for soil hazard mitigation and recommendations for foundation designs criteria for various utility projects.

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

The service is necessary for projects that include buildings, dams, bridges, other hydraulic structures, tunnels and pipelines. If these services are not available, we will be unable to provide critical geotechnical recommendations needed for design of projects.

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):

Geotechnical services have been provided in the past through city staff and supplemental contractors (see PSC # 4040-04/05).

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 09/03/2009
Union Name Signature of person mailing/faxing form Date

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4044-09/10
STAFF ANALYSIS/RECOMMENDATION:

Reviewed 9/8/2009

CIVIL SERVICE COMMISSION ACTION:

09 SEP 10 10:00 AM

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The required skills and expertise needed are geotechnical engineering, soil investigations, recommendations for design and analysis of foundations including soil bearing pressure, lateral soil pressure, soil boring, lab analysis of soil samples, soil friction values and pile bearing and lateral resisting values. Trenching for Seismic faults and making recommendations for seismic response spectra for analysis is also needed.

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

Currently the following civil service classes normally perform this work: 5207 -Associate Engineers, 5241-Engineers and 5211- Senior Engineer with Geotechnical Engineering Licenses. To date, there are only two licensed Geotechnical Engineers working for the City & County of San Francisco.

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:

Currently there is one licensed Geotechnical Engineer available to work on the projects, which has proven to be insufficient resources in order to complete the projects. The city is actively working on recruiting more geotechnical engineers.

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

There are already civil service classes listed in section 3B that can be utilized to hire geotechnical engineers.

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"/>
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- 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
Print or Type Name

415-554-0727
Telephone Number

1155 Market Street, 9th Floor
San Francisco, CA 94103
Address

09 SEP 2006 11:13 AM

Jackson, Shamica

From: Jackson, Shamica
Sent: Thursday, September 03, 2009 4:37 PM
To: Byrne, Ed; Divine, Peg; Eavis, Ernie; Elwin, Harvey; Isen, Carol; Jindal, Roop; Sadden, Brian; Wang, Jane; Baker, Deborah; Bowman, Lora; 'Brenner, Joe'; 'Chapman, Jet'; 'Delcampo, Frank'; Domingo, Kofo; Jackson, Shamica; Kyaun, Florence; 'Louie, Ging'; McGee, Bonita; Morrison, Emily M.; Ng, Mary; Rockett, Briggette; Scott, David E; Yun, Pauson; Jackson, Prentiss
Subject: CS-998, PSC Summary Form
Importance: High
Attachments: CS-998 PSC Summary Form to DHR 090309.DOC

1. For **Engineering Resources Committee**: Attached for your review is the PSC1, Summary Form for **CS-998, As-Needed Geotechnical Engineering Services, initial request for \$4,500,000.**
2. For **DHR**: We will forward to you for posting upon notification of L21 and other applicable unions.
3. For **October 5, 2009 Commission Meeting** at 2:00 PM, City Hall Room 400.

Shamica L. Jackson
Commission Agenda Item & Task Order Manager
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

09 SEP - 9 AM 10: 31

PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 17, 2013

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: Transportation Nexus Study

FUNDING SOURCE: SFMTA Operating Budget

PSC AMOUNT: \$110,000.00 PSC DURATION: June 1, 2013 – December 31, 2013

1. **DESCRIPTION OF WORK**

A. Concise description of proposed work:

Contractor will produce an updated Nexus Study (highly technical analysis) to model and justify a proposed rate structure for the Transportation Sustainability Fee (TSF) proposed for future commercial and residential development. The Study will produce and develop a model that links trip generation by development type to maximum fee levels; write a report explaining the findings for a broad audience base; ensure the report is consistent with all legal requirements; participate in public outreach including presentation materials; work with the San Francisco Transportation Agency (SFMTA) and the City Attorney's Office on the implementation of the TSF. The Contractor will also provide updated reports to the initial preparation of materials related to an environmental impact report on the TSF Program.

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

The proposed TSF would help fund transportation improvements within San Francisco that are needed as a result of anticipated traffic congestion and transit ridership generated by future commercial and residential development. It would replace the current Transportation Impact Development Fee (TIDF). If the Nexus Study is not completed and the TSF is not implemented, the SFMTA will not be able to help address the transportation impacts of future development through increased Muni service and improvements to bicycle and pedestrian facilities. This will result in more automobile congestion and slower transit travel times, which will ultimately harm San Francisco's economy, environment and quality of life.

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 similar service was provided through Personal Services Contracts #3033-11/12, #3034-07/08 and #4099-08/09.

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):

IFPTE Local 21 [Signature] 5/17/13
Union Name Signature of person mailing / faxing form Date

Union Name Signature of person mailing / faxing form Date

RFP sent to _____ on _____
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE
PSC# 4134-10/13 Approved W 5/30/2013 SFMTA approved 5/17/13

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:



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

A. Specify required skills and/or expertise:

The consultants must have expertise in transit, transportation modeling, economics, and finance, and be able to write detailed reports and present information articulately to a range of audiences. They must have experience with and a demonstrable track record of quantifying justifiable development impact fees in the provision of transportation services. They must be able to respond orally and in writing to technical and policy questions relating to development impact fees from elected officials, community groups, the business community, transportation advocates and other stakeholders.

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

No civil service classes perform 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:

There are no civil services classes that possess the expertise required. This is also a short duration project.

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

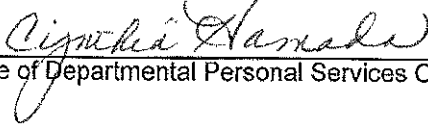
No. This service is provided on an "as needed" basis.

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

Yes No

- A. Will the contractor directly supervise City and County employees? () (x)
- B. Will the contractor train City and County employees? () (x)
 - Describe 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? () (x)
- D. Are there federal or state grant requirements regarding the use of contractual services? () (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:



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, 6th Floor, San Francisco, CA 94103
Address

Union Notification(s)
◆ Local 21

Dang, Leorah

From: Hamada, Cynthia <Cynthia.Hamada@sfmta.com>
Sent: Tuesday, May 21, 2013 11:42 AM
To: DHR-PSCCoordinator, DHR; L21PSCReview@ifpte21.org
Cc: Boparai, Parveen
Subject: Receipt of Notice for new PCS over \$50K PSC # 43501 - 12/13
Attachments: PSC \$110K Nexus Study.pdf

Even though we submitted this PSC on Friday, May 17, 2013, via the online system, we decided to copy you due to the beta testing environment we are operating within.

Cynthia Hamada
Senior Personnel Analyst
Employee and Labor Relations
San Francisco Municipal Transportation Agency
415.701.5381

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org]
Sent: Friday, May 17, 2013 5:56 PM
To: Hamada, Cynthia; Hamada, Cynthia; DHR-PSCCoordinator, DHR; Isen, Richard; Schuler, Jennifer;
L21PSCReview@ifpte21.org
Subject: Receipt of Notice for new PCS over \$50K PSC # 43501 - 12/13

RECEIPT for Union Notification for PSC 43501 - 12/13 more than \$50k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 43501 - 12/13 for \$110,000 for Initial Request services for the period 06/01/2013 – 12/31/2013. Notification of 30 days (60 days for SEIU) is required.

Select the link below and after logging into the system, verify receipt and follow the links to view the information:

<http://apps.sfgov.org/dhrDrupal/node/389>

Email sent to the following addresses: L21PSCReview@ifpte21.org for Professional & Tech Engrs, Local 21
jennifer.schuler@sfgov.org for Professional & Tech Engrs, Local 21

Prior DHR Approved – Similar

PSC #3033-11/12

PSC #3034-07/08

Prior Notice of Civil Service Commission Action – Similar

PSC #4099-08/09

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 10/24/11

DEPARTMENT NAME: San Francisco Municipal Transportation Agency DEPARTMENT NUMBER 68

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

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

TYPE OF SERVICE: Transportation Nexus Study Support

FUNDING SOURCE: SFMTA Operating Funds

PSC AMOUNT: \$49,000.00 PSC DURATION: December 1, 2011 - June 30, 2012

DESCRIPTION OF WORK

A. Concise description of proposed work:

Contractor will produce a Nexus Study (highly technical analysis) to model and justify a proposed rate structure for the Transportation Sustainability Fee (TSF) proposed for future commercial and residential development. The Study will produce and develop a model that links trip generation by development type to maximum fee levels; write a report explaining the findings for a broad audience base; ensure the report is consistent with all legal requirements; participate in public outreach including presentation materials; work with the San Francisco Transportation Agency (SFMTA) and the City Attorney's Office on the implementation of the TSF. The Contractor will also provide initial preparation of materials related to an environmental impact report on the TSF Program.

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

The proposed TSF would help fund transportation improvements within San Francisco that are needed as a result of anticipated traffic congestion and transit ridership generated by future commercial and residential development. It would replace the current Transportation Impact Development Fee (TIDF). If the Nexus Study is not completed and the TSF is not implemented, the SFMTA will not be able to help address the transportation impacts of future development through increased Muni service and improvements to bicycle and pedestrian facilities. This will result in more automobile congestion and slower transit travel times, which will ultimately harm San Francisco's economy, environment and quality of life.

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 similar service was provided through Personal Services Contracts #3034-07/08 and #4099-08/09.

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):

IFPTE Local 21 Union Name Signature of person mailing / faxing form Date 10/25/11

RFP sent to Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE SFMTA approved 10-24-11

PSC# 3033-11/12

Approval Date: 10/28/11

OCT 25 2011

By: Micki Callahan, Human Resources Director

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The consultants must have expertise in transit, transportation modeling, economics, and finance, and be able to write detailed reports and present information articulately to a range of audiences. They must have experience with and a demonstrable track record of quantifying justifiable development impact fees in the provision of transportation services. They must be able to respond orally and in writing to technical and policy questions relating to development impact fees from elected officials, community groups, the business community, transportation advocates and other stakeholders.

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

No civil service classes normally perform 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:

There are no civil service classes that possess the expertise required. This is also a short duration project.

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

No. This service is provided on an "as needed" basis.

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

- | | Yes | No |
|---|-----|-----|
| A. Will the contractor directly supervise City and County employees? | () | (x) |
| B. Will the contractor train City and County employees?
- Describe training and indicate approximate number of hours,
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. | () | (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? | () | (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 Bopara
Signature of Departmental Personal Services Contract Coordinator

Parveen Bopara
Print or Type Name

(415) 701-6377
Telephone Number

San Francisco Municipal Transportation Agency

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

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 10/03/07

DEPARTMENT NAME: Municipal Transportation Agency (MTA) DEPARTMENT NUMBER: #35 & 36

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

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

TYPE OF SERVICE: Professional Consultant Service

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$10,000.00

PSC DURATION: October 15, 2007 - April 30, 2008

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The consultant will draft a memorandum outlining the technical and legal issues associated with adoption of a fee on downtown businesses to provide an ongoing revenue source for MTA operations. The memo will address the characteristics of fees that do not require approval by the voters or property owners in the context of all revenue options available to local agencies for transit operations; types of technical approaches and methodologies used to justify fees that only require adoption by a local agency council or board; and the technical challenges and legal uncertainties associated with development of a transit operations fee.

Based on the technical approaches they identify, the consultant will present a memorandum identifying the data needs for a transit operations fee analysis, evaluating the existing sources of data and recommending approaches to filling data gaps.

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

This service will provide critical information for SFMTA to make a well-informed policy decision on adoption of transit operations fee. The denial of such a service will prevent SFMTA from conducting specialized analyses and making an appropriate policy decision.

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):

N/A Union Name Signature of person mailing / faxing form Date
N/A Union Name Signature of person mailing / faxing form Date
RFP sent to Union Name on Date Signature

RECEIVED BY DEPARTMENT OF HUMAN RESOURCES 07 OCT 10 PM 2:12

PSC# 3034-07108

FOR DEPARTMENT OF HUMAN RESOURCES USE

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

MTA Approved Approved

10-3-07

PB

0016

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Extensive expertise in identifying, collecting, analyzing and presenting specialized data, technical and legal issues; and special knowledge on assessing districts, and benefit calculations are required.

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

No civil service classes normally perform 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:

The City does not have the staff that possesses the special knowledge and extensive expertise in such a specialized field to perform this type of work.

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

No. It is not practical to adopt a new civil service class to perform this work because it will be a one time, short term project. It is more effective and efficient financially to use a contractor who has the expertise and experience to perform this work.

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

Yes No

- 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? () (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

(415) 554-4160
Telephone Number

Municipal Transportation Agency, Human Resources

401 Van Ness Avenue, Room 320, San Francisco, CA 94102
Address



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

4099-08/09 \$250K

GAVIN NEWSOM
MAYOR

March 5, 2009

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4098-08/09 THROUGH 4113-08/09; 4068-07/08; 4172-07/08 AND 4114-08/09.

At its meeting of March 2, 2009 the Civil Service Commission had for its consideration the above matter.

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval.*

It was the decision of the Commission to:

- (1) PSC #4112-08/09 withdrawn at the request of the Department of Emergency Management.
- (2) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Parveen Boparai, Municipal Transportation Agency
- Micki Callahan, Human Resources Director
- Gordon Choy, Department of Public Works
- Kahala Drain, Children & Families Commission
- Jacquie Hale, Department of Public Health
- Lavena Holmes-Williams, San Francisco Port
- Shamica Jackson, Public Utilities Commission
- Jennifer Johnston, Department of Human Resources
- Naomi Kelly, Office of Contract Administration
- William Lee, Emergency Communications Department
- Julian Low, Mayor's Office of Business & Economic Development
- Joan Lubamersky, Administrative Services
- Christine Martin, Department of Technology
- Mary Ng, Department of Human Resources
- Brigitte Rockett, Department of Human Resources
- Ben Rosenfield, Controller
- Commission File
- Chron

POSTING FOR
March 02, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4098-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$99,000.00	Will provide technical assistance with the procurement of a new Closed Circuit Television (CCTV) system to be installed in subway stations and other SFMTA facilities.	30-Mar-12
4099-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$250,000.00	Will provide services to conduct a three part Nexus study to support existing and proposed transportation related development impact and mitigation fees.	15-Nov-09
4100-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$3,000,000.00	Will provide as-needed specialized professional and technical engineering services in transit engineering specialties including systems hazard analysis, mechanical, electrical, analysis and mitigation of noise and vibration in transit operations.	01-Mar-14
4101-08/09	39	Port of San Francisco	Regular	\$4,500,000.00	Will establish a pool of three qualified consultant teams capable of providing a wide, range of engineering and related services on an as-needed basis for Port capital and on-going projects.	30-Jun-14
4102-08/09	40	San Francisco Public Utilities Commission	Regular	\$1,000,000.00	Will provide financial advisory services in connection with general financial planning and transaction-specific activities related to the Water, Wastewater and Power Enterprises.	01-Aug-12
4103-08/09	40	San Francisco Public Utilities Commission	Regular	\$14,000,000.00	Will provide professional construction management services to oversee the Water System Improvement Program (WSIP) construction project of the New Irvington Tunnel, on behalf of the SFPUUC.	31-Jul-14
4104-08/09	40	San Francisco Public Utilities Commission	Regular	\$500,000.00	Will evaluate effects of climate change on San Francisco's natural and built environment and on City departments and their missions and/or infrastructure in particular.	31-Dec-10
4105-08/09	40	San Francisco Public Utilities Commission	Regular	\$5,000,000.00	Will provide either a liquidity facility and/or an irrevocable direct-pay letter of credit to secure the payment of principal and interest on the subordinate lien tax-exempt commercial paper ("CP") program.	01-Apr-14
4106-08/09	64	Children and Families Commission	Regular	\$500,000.00	Will provide materials, training, and support to parents and preschool, classroom staff to effect early literacy and family engagement, cognitive and language skills.	01-Aug-12
4107-08/09	70	SSA-Medical Examiner	Regular	\$100,000.00	Will design, develop and implement a Case Management System to automatically generate daily case and work list, track case progress, and related tasks.	01-Jan-12
4108-08/09	75	Department of Technology	Regular	\$1,725,000.00	Will provide enhancements or modifications to its software that runs the dispatch program for E911 calls. The modifications/enhancements improve the data collected by or displayed to E911 call takers and dispatchers.	01-Mar-12
4109-08/09	75	Department of Technology	Regular	\$435,000.00	Will provide as-needed modifications to ICAD a proprietary software system used to run the Police Message Switch.	01-Mar-12

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 01/29/09

DEPARTMENT NAME: Municipal Transportation Agency (MTA) DEPARTMENT NUMBER: #35

TYPE OF APPROVAL: () EXPEDITED (X) REGULAR (OMIT POSTING___)
() CONTINUING () ANNUAL

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

TYPE OF SERVICE: Transportation Nexus Study and Planning Services

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$250,000.00

PSC DURATION: February 15, 2009 - November 15, 2009

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The consultant will provide services to conduct a three part Nexus study to support existing and proposed transportation related development impact and mitigation fees. Part I: Transit Impact Development Fee (TIDF). Part II: Comprehensive Transportation Impact Development Fee (CTDIF). Part III: Automobile Trip Mitigation Fee (ATMF) Conduct research on the feasibility of each fee and publish a report on each. Attend public meetings to support and defend findings prior to the imposition of any new fees based on the findings of the Nexus studies.

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

This service is necessary to comply with the San Francisco Administrative Code Section 38.7, "Review of Fee Schedule", and the San Francisco Planning Code, Section 326.8, "Transportation Studies and Future Fees".

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 service was provided in the past under PSC # 3034-07/08 for the SFMTA.

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):

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

N/A Union Name Signature of person mailing / faxing form Date

RFP sent to Union Name, on Date Signature

PSC# 4099-08/09 FOR DEPARTMENT OF HUMAN RESOURCES USE

STAFF ANALYSIS/RECOMMENDATION: CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Extensive expertise in transportation service planning, California Environmental Quality Act (CEQA) analysis of transportation impacts and mitigation fees, financial analysis of transportation issues; knowledge of Nexus studies consistent with the requirements of the California Mitigation Fee Act, and transit operating and capital cost and demand analysis to identify trends and forecasts are required.

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

No civil service classes normally perform 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:

The work to be performed is for a limited duration on an intermittent basis.

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

No. It is not practical to adopt a new civil service class to perform this work because it will be a short term, intermittent project. It is more effective and efficient financially to use a contractor who has the expertise and experience to perform this highly specialized and technical task.

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

Yes No

- | | | |
|--|-----|-----|
| 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? | () | (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:

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparal
Print or Type Name

(415) 554-4160
Telephone Number

Municipal Transportation Agency, Human Resources

401 Van Ness Avenue, Room 320, San Francisco, CA 94102
Address

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PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 3, 2013 (Amended May 6, 2013)

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: SFMTA Strategic Plan Organizational Analysis and Implementation

FUNDING SOURCE: Operating Budget Funds

PSC AMOUNT: \$350,000.00 PSC DURATION: July 1, 2013 - June 30, 2016

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The San Francisco Municipal Transportation Agency (SFMTA) recently adopted a six-year Strategic Plan (2012 - 2018). The SFMTA seeks a consultant to analyze, and help identify and implement systems and processes, and an organizational culture and framework that directly results in improved performance in achieving the Agency's Strategic Plan goals.

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

The SFMTA was created through voter initiative that combined the separate entities of the Municipal Railway (Muni), Department of Parking and Traffic (DPT, and the Taxi Commission. The SFMTA never fully realized the integration and no organizational assessment or integration plan was deployed. Although many common functions were integrated, the Agency has not achieved a paradigm shift from the management of distinct business lines to a comprehensive management of the entire transportation system. In order to effectively deliver on the SFMTA's mission and to achieve its four goals, the Agency must change its culture and organizational behaviors. Failure to do so will result in subpar transportation service delivery, which in turn impacts the City's economic vitality and quality of life.

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):

IFPTE Local 21 Union Name Signature of person mailing / faxing form Date 5/6/13
Municipal Executives Association Union Name Signature of person mailing / faxing form Date 5/6/13

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

SFMTA approved

PSC# 4135-12/13

Approved W 5/30/2013

5-6-13

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The consultant is required to possess at least 5 years of experience and demonstrated expertise in major (greater than 5,000 employees) organizational analysis, behavior change, culture change, leadership coaching, system and process development and implementation. Must have successfully facilitated major changes in complex organizations, including at least one public entity and coached persons in key management positions.

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

1237 Training Coordinator and 1232 Training Officer.

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:

To succeed in this specialized project, the SFMTA needs an objective, independent in-depth analysis produced by the consultant. The classifications identified in Item 3.B. above do not include organizational culture change but rather focus on developing and delivering training. Culture change is essential for this project's success. Additionally, consultant hours will vary on an intermittent, as needed basis for the project and terminate when no longer needed.

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

No. This is a one-time project with a need for independent analysis. The consultant's hours will vary on an intermittent and as-needed schedule due to the nature of the services. The consultant will provide professional coaching to key staff in addition to the organizational analysis and agency culture change tasks.

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

Yes No

- | | | |
|---|-----|-------|
| A. Will the contractor directly supervise City and County employees? | () | (X) |
| B. Will the contractor train City and County employees? | () | (X) |
| - 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. | | |
| 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? | () | (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 S. Van Ness Ave., 6th Floor, San Francisco, CA 94103
Address

Union Notification(s) and 30-Day Waivers

◆ Local 21

◆ MEA

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

From: Kim Carter [mailto:kcarter@ifpte21.org]

Sent: Tuesday, May 21, 2013 3:23 PM

To: John-Baptiste, Alicia

Subject: RE: request for 30-day waiver

Hi Alicia,

We are willing to grant a waiver on a one time basis for this particular PSC. Thank you for taking the time to explain it to me this afternoon, and I look forward to continuing our discussion on related matters.

Kim

Kim Carter
IFPTE Local 21, AFL-CIO
415-864-2100 x127
415-864-2166 Fax
www.ifpte21.org

Find Local 21 on Facebook!

I'm on Twitter: @unionladybug

This e-mail message and any attachments contain confidential information that is legally privileged and intended solely for the use of the addressee(s) named above. If you are not the intended recipient(s), or person responsible for delivering it to the intended recipient(s), you are hereby notified that any review, disclosure, copying, distribution or use of any of the information contained herein is strictly prohibited. If you have received this confidential communication in error, please contact the sender by reply e-mail and permanently delete the original transmission and any attachments without reading or saving in any manner.

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

From: Rebecca Rhine [mailto:rebecca@sfmea.com]

Sent: Tuesday, May 14, 2013 8:54 PM

To: John-Baptiste, Alicia

Subject: Re: MEA response for PSC - SFMTA Strategic Plan Organizational Analysis & Implementation (Dept 68)

MEA waives the 30-day review period for this PSC. Do you need me to send the email directly to them?

Rebecca

Sent from my iPhone

Dang, Leorah

From: Hamada, Cynthia <Cynthia.Hamada@sfmta.com>
Sent: Monday, May 06, 2013 1:06 PM
To: L21PSCReview@ifpte21.org; staff@sfmea.com; rebecca@sfmea.com; 'kbyrne@ifpte21.org'; DHR-PSCCoordinator, DHR
Cc: John-Baptiste, Alicia; Cole, Warren; Patel, Ashish; Ellison, Donald; Hart, Mikhael; Boparai, Parveen
Subject: Notice for AMENDED PCS over \$50K PSC # 44350 - 12/13
Attachments: PSC \$350K AMENDED 2013-26 Strat Plan Organizational Analysis.pdf

May this serve as notification to all affected Unions and DHR that the attached PSC is AMENDED in item 4.A. and resubmitted as of this date.

Cynthia Hamada
Senior Personnel Analyst
Employee and Labor Relations
San Francisco Municipal Transportation Agency
415.701.5381

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org]
Sent: Monday, May 06, 2013 12:31 PM
To: Hamada, Cynthia; Hamada, Cynthia; DHR-PSCCoordinator, DHR; Isen, Richard; staff@sfmea.com; Schuler, Jennifer; L21PSCReview@ifpte21.org
Subject: Receipt of Notice for new PCS over \$50K PSC # 44350 - 12/13

RECEIPT for Union Notification for PSC 44350 - 12/13 more than \$50k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 44350 - 12/13 for \$350,000 for Initial Request services for the period 07/01/2013 – 06/30/2016. Notification of 30 days (60 days for SEIU) is required.

Select the link below and after logging into the system, verify receipt and follow the links to view the information:

<http://apps.sfgov.org/dhrdrupal/node/329>

Email sent to the following addresses: L21PSCReview@ifpte21.org for Management & Superv Local 21
jennifer.schuler@sfgov.org for Management & Superv Local 21 staff@sfmea.com for Municipal Executive Association

PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 9, 2013

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

TYPE OF SERVICE: Offsite and Onsite Urine and Breath Sample Collection

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$1,200,000.00

PSC DURATION: December 1, 2013 through November 30, 2018

1. **DESCRIPTION OF WORK**

A. **Concise description of proposed work:**

To provide an off-site facility to collect pre-employment, post-employment, post-accident, return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors and to provide a mobile on-site facility to collect random, follow-up, reasonable suspicion and post-accident breath and urine collection in compliance with Department of Transportation/Federal Transit Administration (DOT/FTA) Drug and Alcohol Testing Regulations.

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

Urine and breath collection is a mandatory service under the DOT/FTA Rules. Denial of this service will jeopardize continued transit agency Federal funding 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 service was provided in the past through PSC No. 4023-08/09 that was approved by the Civil Service Commission on September 15, 2008, and PSC No. 3034-08/09, approved on September 25, 2008. At this time the SFMTA elects to allow the current contract to expire, and then proceed to solicit proposals for collection services with the goal of establishing a new contract.

D. **Will the contract(s) be renewed:**

Yes. At the end of this contract the SFMTA will issue a Request for Proposal for breath and urine collection services.

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 [Signature] 5/9/13
Union Name Signature of person mailing / faxing form Date

Union Name Signature of person mailing / faxing form Date

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

FOR DEPARTMENT OF HUMAN RESOURCES USE SFMTA approved
PSC# 4136-12/13 Approved W 5/30/2013 5-9-13

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The collection personnel must be trained in procedures designed to comply with 49 CFR Part 40, Subparts C and J, and shall demonstrate proficiency in complying with these procedures. Collection procedures for urine samples should be designed to comply with 49 CFR Subparts C, D and E. The collection of breath samples must be designed to comply with 49 CFR Part 40, Subparts J, K, L, M and N.

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

No civil service class normally performs this work.

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

The contractual services will include all necessary facilities and/or equipment for the collection of specimens and collection sites must comply with all requirements specified in 40 CFR Part 40, Subparts D and K. The firm selected must have the appropriate off-site facilities and personnel dedicated solely to SFMTA's drug and alcohol testing program to provide a clean, secure and private environment.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because the knowledge and experience required for this type of work requires knowledge, experience and training related to the collection of urine and breath samples as specified by 49CFR Part 40, Subpart C, D, E, J, K, L, M, and N.

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

No, it would not be practical to adopt a new civil service class, because adopting a new civil service class may result in a recruitment and retention problem and consequently affect the required services under DOT/FTA rules. There are legal mandates (49 CFR Part 40) requiring contractor to meet specific standards and adhere to specific procedures. Contracting is the most effective way to provide this service.

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 Part 40	(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 S. Van Ness Ave., 6th Floor, San Francisco, CA 94103
Address

Additional Attachment(s)

- ◇ **Section 5D. Are there federal or state grant requirements regarding the use of contractual services?**

**Municipal Transportation Agency
Board of Directors
City and County of San Francisco
Resolution No.: 08-136**

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 08-136

WHEREAS, Since February 15, 1994, the Department of Transportation has required recipients of federal assistance to have a drug and alcohol testing and employee training program in place for employees performing safety-sensitive functions; and

WHEREAS, Failure by the San Francisco Municipal Transportation Agency to comply with this ruling will jeopardize receipt of federal assistance; and

WHEREAS, Federal regulations require that transit agencies use the services of a qualified urine drug collector and breath alcohol technician in accordance with 49 Code of Federal Regulations Parts 40 and 655; and

WHEREAS, The SFMTA requires the services of a firm or firms to conduct off-site and on-site urine collection services after the contracts with the current vendors expire; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to request proposals, evaluate proposers and negotiate a contract or contracts with a qualified urine drug collector and breath alcohol technician or technicians to perform either on-site collection services or off-site collection services, or both on-site and off-site collection services for the SFMTA's drug and alcohol testing program for a term of three years with an option to extend the agreement for an additional two year period in an amount not to exceed \$900,000.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of AUG 05 2008

R. Boomer
Secretary, Municipal Transportation Agency Board

Union Notification(s)
◆ Local 21

Dang, Leorah

From: Hamada, Cynthia <Cynthia.Hamada@sfmta.com>
Sent: Thursday, May 09, 2013 5:19 PM
To: L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR; atonisson@ifpte21.org
Cc: Smith, Reggie; Boparai, Parveen; Patel, Ashish; Dang, Leorah
Subject: FW: Receipt of Notice for new PCS over \$50K PSC # 46650 - 12/13
Attachments: PSC \$1.2M Urine and Breath Collection.FINAL.pdf

Let this serve as formal notification to IFPTE Local 21 and DHR-PSC Coordinator for PSC#46650-12/13 for Offsite and Onsite Urine and Breath Sample Collection.

Cynthia Hamada
Senior Personnel Analyst
Employee and Labor Relations
San Francisco Municipal Transportation Agency
415.701.5381

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org]
Sent: Thursday, May 09, 2013 4:50 PM
To: Hamada, Cynthia; Hamada, Cynthia; DHR-PSCCoordinator, DHR; Isen, Richard; L21PSCReview@ifpte21.org
Subject: Receipt of Notice for new PCS over \$50K PSC # 46650 - 12/13

RECEIPT for Union Notification for PSC 46650 - 12/13 more than \$50k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 46650 - 12/13 for \$12,000,000 for Initial Request services for the period 12/01/2013 – 11/30/2018. Notification of 30 days (60 days for SEIU) is required.

Select the link below and after logging into the system, verify receipt and follow the links to view the information:

<http://apps.sfgov.org/dhrdrupal/node/353>

Email sent to the following addresses: L21PSCReview@ifpte21.org for Prof & Tech Eng, Local 21

Prior Notice of Civil Service Commission Action – Mod1 - Current

PSC #4023-08/09

Prior DHR Approved – Expired

PSC #3034-08/09



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

4023-08/09 MOD \$210K
b.11M

Mod 1

September 28, 2011

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4024-11/12 THROUGH 4038-11/12; 3076-09/10; 4040-10/11; AND 4023-08/09.

At its meeting of September 23, 2011 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.*

ANITA SANCHEZ
EXECUTIVE OFFICER

It was the decision of the Commission to:

- (1) Adopt the report; Approve request for PSC #4034-11/12 as amended. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for all remaining proposed personal service contracts. Notify the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Cynthia Avakian, Airport Commission
- Parveen Boparai, Municipal Transportation Agency
- Rachel Buerkle, Department of the Environment
- Micki Callahan, Human Resources Director
- Gordon Choy, Department of Public Works
- Marie de Vera, Department of Human Resources
- Kendall Gary, Department of Technology
- Kan Htun, Arts Commission
- Shamica Jackson, Public Utilities Commission
- Florence Kyaun, Public Utilities Commission
- Diane Lim, Adult Probation Department
- Joan Lubamersky, General Services Agency
- Esther Reyes, Controller's Office
- Maria Ryan, Department of Human Resources
- Officer Shawn Wallace, San Francisco Police Department
- Commission File
- Chron

POSTING F
9/19/2011

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
3076-09/10	09	Controller	Regular	\$103,000	\$143,000	The City and County of San Francisco issued an RFP and selected a Contractor to enable the City to print and deliver checks during standard business operations and during an emergency at either a City facility (non-hosted) or at third party Contractor-run facility or service (hosted) consistently, security and accurately. In addition, the selected Contractor will print and deliver checks in the event of hardware failure, software failure, or power failure during standard business operations and also have the ability to produce and deliver checks in the event of a large scale disaster for the San Francisco Bay Area securely and accurately. A modification of the approved PSC summary is sought to maximize the term of the contract beyond two years.	5/24/2010 - 7/30/2021
4040-10/11	28	Art Commission	Regular	\$8,000,000	\$9,899,510	In accordance with the City Charter, the San Francisco Symphony will perform concerts. These concerts will take place at the San Francisco Davies Symphony Hall October 2010 - July 2011 with two free concerts at a public park. Concerts will continue at San Francisco Davies Symphony Hall from July 2011 - June 30, 2014, with one free concert at the park each year.	9/30/2010 - 6/30/2014
4023-08/09	35	Municipal Transportation Agency	Regular	\$210,000	\$1,110,000	To provide an off-site facility to collect pre-employment, post-accident return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors and to provide a mobile on-site facility to collect random, reasonable suspicion and post-accident breath and urine collection in compliance with DOT/FDA Drug and Alcohol Testing Regulations.	12/1/2008 - 11/30/2013

Sum of Modified Amounts: \$8,513,000

PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 23, 2011

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER 68

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

TYPE OF REQUEST: () INITIAL REQUEST (X) MODIFICATION (PSC# 4023-08/09)

TYPE OF SERVICE: Offsite and onsite urine and breath sample collection

FUNDING SOURCE: San Francisco Municipal Transportation Agency 2011-2013 Operating Budget

PSC AMOUNT: \$ 900,000.00
PSC MODIFICATION: \$ 210,000.00
PSC TOTAL: \$1,110,000.00

PSC DURATION: December 1, 2008 - November 30, 2011
PSC MODIFICATION: November 30, 2011 - November 30, 2013
PSC DURATION: December 1, 2008 - November 30, 2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

To provide an off-site facility to collect pre-employment, post-accident, return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors and to provide a mobile on-site facility to collect random, reasonable suspicion and post-accident breath and urine collection in compliance with DOT/FTA Drug and Alcohol Testing Regulations.

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

Urine and breath collection is a mandatory service under the Department of Transportation/Federal Transit Administration (DOT/FTA) Rules. Denial of this service will jeopardize continued transit agency Federal funding 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 service was provided through PSC No. 4023-08/09 that was approved on September 15, 2008.

D. Will the contract(s) be renewed:

Yes.

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

SEIU, Local 2010 [Signature] 8/25/11
Union Name Signature of person mailing / faxing form Date
IEPTE, Local 21 [Signature] 8/25/11
Union Name Signature of person mailing / faxing form Date

RFP sent to [Union Name] on [Date] [Signature]

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4023-08/09

SFMTA approved
8-23-11

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

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

The collection personnel must be trained in procedures designed to comply with 49 CFR Part 40, Subparts C and J, and shall demonstrate proficiency in complying with these procedures. Collection procedures for urine samples should be designed to comply with 49 CFR Subparts C, D and E. The collection of breath samples must be designed to comply with 49 CFR Part 40, Subparts J, K, L, M and N.

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

No civil service class normally performs this work.

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

The contractual services will include all necessary facilities and/or equipment for the collection of specimens and collection sites must comply with all requirements specified in 40 CFR Part 40, Subparts D and K. The firm selected must have the compliant off-site facilities and personnel dedicated solely to SFMTA's drug and alcohol testing program to provide a clean, secure and private environment.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

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

Civil service classes are not applicable because the knowledge and experience required for this type of work requires knowledge, experience and training related to the collection of urine and breath samples as specified by 49CFR Part 40, Subpart C, D, E, J, K, L, M, and N.

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

No. There are no CSC classes that can meet the legal mandates of 49 CFR Part 40 that require specific standards and adherence to specific procedures. Contracting is the most effective way to provide this service.

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

Yes No

- 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? (X) ()
-Yes. The DOT/FTA regulations 49 CFR Part 40.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? (X) ()
- SFMTA Board approved at its meeting on August 5, 2008.
Resolution No. 08-136
- F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? (X) ()
- SFMTA elects to exercise an option to extend the contracts with Accurate C&S Services and City Services.

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 Avenue, 7th Floor, San Francisco, California 94103
Address

City and County of San Francisco
Gavin Newsom
Mayor



Department of Human Resources
Micki Callahan
Human Resources Director

NOTICE OF ACTION

September 25, 2008

Parveen Boparai
Municipal Transportation Agency
401 Van Ness Avenue, Room 320
San Francisco, CA 94102

Dear Ms. Boparai:

This is to notify you of the approval of the following Personal Services Contract(s) by the Department of Human Resources in accordance with, and under the authority of, the Civil Service Commission procedures for processing Personal Services Contracts:

<u>PSC Number</u>	<u>Amount</u>	<u>Description of work</u>
3034-08/09	\$40,000	Will provide a mobile facility to collect random, pre-employment, post-accident, return-to-duty, and after hours breath and urine samples for SFMTA employees and contractors in compliance with DOT/FTA Drug and Alcohol Testing Regulations.

by: *Emily Morrison* for
Micki Callahan
Human Resources Director

PERSONAL SERVICES CONTRACT SUMMARY

DATE: September 16, 2008

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER: #35

TYPE OF APPROVAL: (X) EXPEDITED () REGULAR (OMIT POSTING____)
() CONTINUING () ANNUAL

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

TYPE OF SERVICE: On-site Urine and breath sample collection

FUNDING SOURCE: SFMTA Operating Budget

PSC AMOUNT: \$40,000.00

PSC DURATION: October 1, 2008 through December 31, 2008

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

To provide a mobile facility to collect random, pre-employment, post-accident, return-to-duty, and after hours breath and urine samples for SFMTA employees and contractors in compliance with DOT/FTA Drug and Alcohol Testing Regulations.

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

This is a mandatory service under the Department of Transportation/Federal Transit Administration (DOT/FTA) Rules. Denial of this service will jeopardize continued transit agency Federal funding 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):

Howger Services has provided this service through Personal Services Contract 4092-04/05 approved on 5/19/05

D. Will the contract(s) be renewed:

Yes.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific 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 _____
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3034-08/09

SFMTA Approved

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

*9-16-08
PB*

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The collection personnel must be trained in procedures designed to comply with 49 CFR Part 40, Subparts C and J, and shall demonstrate proficiency in complying with these procedures. Collection procedures for urine samples should be designed to comply with 49 CFR Subparts C, D, and E, including but not limited to: a) security of samples and site; b) specimen control; c) completion of Specimen Custody Forms; d) completion of SFMTA Consent to Test and Use Of Disclosure of Medical Information Forms; e) SFMTA employee identification procedures; f) privacy; g) Inspection of sample to ensure integrity and identify specimen; h) specimen examination and documentation of temperature measurement; i) conditions indicating need for observed specimen; j) observed procedure to follow in case of failure of employee to cooperate or to provide sufficient sample volume (45 ml); k) submission of "expedited" specimen to laboratory; and l) routine specimen transport. The collection of breath samples must be designed to comply with 49 CFR Part 40, Subparts J, K, L, M and N including but not limited to: a) Breath alcohol collection shall be administered by a certified Breath Alcohol Technician (BAT) or Screening Test Technician (STT); b) BAT shall only use a Evidential Breath Testing Device (EBT) and STT shall only use an Alcohol Screening Device (ASD) that is approved by the National Highway Traffic Safety Administration (NHSTA); c) All EBT's used must be externally calibrated in accordance with the plan developed by the manufacturer of the device for quality assurance; d) BAT and STT shall only use U.S. DOT Breath Alcohol Testing Forms; e) MUNI consent to test forms must be completed; f) BAT and STT shall follow all rules in 49 CFR Part 40, subparts L, M, and N for operation of the EBT or ASD; g) If initial test is 0.02 or greater, BAT or STT shall perform a confirmation test at least 15 minutes, and no later than 30 minutes of the completion of the screening test.

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:

The contractual services will include all necessary facilities and/or equipment for the collection of specimens and collection sites must comply with all requirements specified in 40 CFR Part 40, Subparts D and K. The firm selected must have the appropriate mobile recreational vehicle (or equivalent) and personnel dedicated solely to SFMTA's drug and alcohol testing program to provide a clean, secure and private environment.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because the knowledge and experience required for this type of work requires knowledge, experience and training related to the collection of urine and breath samples as specified by 49CFR Part 40, Subpart C, D, E, J, K, L, M, and N.

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

No. Adopting a new civil service class may result in a recruitment and retention problem and consequently affect the required services under DOT/FTA rules. There are legal mandates (49 CFR Part 40) requiring contractor to meet specific standards and adhere to specific procedures. Contracting is the most effective way to provide this service.

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

	Yes	No
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?	()	(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)	()

Howger Services

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) 554-4160
Telephone Number

San Francisco Municipal Transportation Agency

401 Van Ness Ave. Rm. 320. S. F. CA 94102
Address

MAR 21 2013 PERSONAL SERVICES CONTRACT SUMMARY

DATE: _____

DEPARTMENT NAME: Public Health DEPARTMENT NUMBER 81

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

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

TYPE OF SERVICE: Adult Immunization and Travel Clinic private insurance billing and collections

FUNDING SOURCE: New patient revenue

PSC AMOUNT: \$175,000* (% of revenue) PSC DURATION: 1/1/2014 - 12/31/2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Contractor will be responsible for all functions necessary to submit electronic medical claims to third party payers for services provided by the Adult Immunization and Travel Clinic (AIRC). Contractor will conduct eligibility determinations; submit electronic claims to third party payers; review Explanation of Benefits (EOB) electronic payment data; analyze denied and partial paid claims; void, replace or re-bill denied claims; negotiate with third party payers on partial payments; collect share-of-cost and other patient financial responsibility information; provide utilization and claims reports; and reconcile claims and payments.

*NOTE: The amount of the requested PSC is the Department's best estimate of the cost of the services, and reflects only the maximum fee anticipated to be paid to the contractor as percentage of total collected revenue, not the actual billings submitted or processed by the contractor. As this is a new contract, the actual revenue to be realized is as yet unknown.

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

AIRC provides direct medical services to international travelers, including vaccinations, anti-malaria medications, and health advice. Many of its patients and potential patients have third party insurance, which AIRC currently does not have the ability to bill. As a result, revenue is lost from these sources. With the implementation of the Affordable Care Act, DPH anticipates that AIRC will see an increasing number of these patients. Without the ability to bill third party payers, AIRC will not be competitive in the new health care environment. The consequence will be decreased revenues and related services reductions.

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 for the Department.

D. Will the contract(s) be renewed: Only if there is a continued need.

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

MAR 21 2013

SEIU Local 1021 Union Name Signature of person mailing/faxing form Date
Jacquie Hale
Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4137-12/13
STAFF ANALYSIS/RECOMMENDATION: Approved WW 5/30/2013

CIVIL SERVICE COMMISSION ACTION:

Union Notification(s)
◆ Local 1021

Robert
Longhitano/DPH/SFGOV
03/21/2013 01:42 PM

To ed.warshauer@seiu1021.org, pattie.tamura@seiu1021.org,
brook.demmerle@seiu1021.org
cc Jacquie Hale/DPH/SFGOV@SFGOV, Anne
Okubo/DPH/SFGOV@SFGOV
bcc
Subject Union Notification of PSC Summary to DHR

TO: Pattie Tamura, Local 1021 (via Email Only)
Ed Warshauer, Local 1021 (via Email Only)
Brook Demmerle, Local 1021 (via Email Only)

FROM: Jacquie Hale, Director of Contract Management and Compliance

DATE: March 21, 2013

SUBJECT: Union Notification of PSC Summary to DHR

Attached is the following PSC request which will be submitted to the Department of Human Resources for review on May 22, 2013 for consideration at the June 17, 2013 Civil Service Commission Meeting

1. Adult Immunization and Travel Clinic private insurance billing and collections

The PDF File for the item listed above is attached to this email.



AITC Billing Project.pdf

This e-mail is not a secured data transmission for Protected Health Information (PHI) as defined by the Healthcare Portability and Accountability Act (HIPAA), and it is the responsibility of all parties involved to take all reasonable actions to protect this message from non-authorized disclosure. This e-mail is intended for the recipient only. If you receive this e-mail in error, you should notify the sender and destroy the e-mail immediately. Disclosure of the information contained herein could subject to disclosure to civil or criminal penalties under state and federal privacy laws.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: April 19, 2013

General Services Agency -

DEPARTMENT NAME: Office of Contract Administration - Purchasing DEPARTMENT NUMBER: 70

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

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

TYPE OF SERVICE: Implementation, integration and training services for a proprietary Cloud-based eProcurement System.

FUNDING SOURCE: General fund

PSC AMOUNT: \$87,000

PSC DURATION: 7/1/2013 to 6/30/16

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The Office of Contract Administration (OCA) currently uses a legacy mainframe system for the majority of procurement activities which involves many manual and paper-driven processes. This project will implement a cloud-based e-Procurement system to automate these manual and paper-driven processes to enhance performance, to realize cost and time savings, to increase vendor participation and outreach and to increase transparency.

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

This project requires implementation, integration and training services to interface a proprietary Cloud-based eProcurement System with the City's Financial Accounting and Management Information System (FAMIS) and Advanced Purchasing and Inventory Control System (ADPICS) systems. Due to the proprietary nature of the system the required services can't be provided by City staff. If denied, OCA will be prevented from realizing significant efficiencies and cost savings that will adversely affect all City departments.

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 haven't been previously provided.

D. Will the contract(s) be renewed:

Unknown. If successful, further integration may be required.

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

Local 21 Patrick Rice April 22, 2013
Union Name Signature of person mailing / faxing form Date
Union Name Signature of person mailing / faxing form Date

RFP sent to Local 21, on April 22, 2013.
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4138-12/13
STAFF ANALYSIS/RECOMMENDATION: Approved W 5/30/2013

CIVIL SERVICE COMMISSION ACTION:
0016

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Programming, business analysis and software integration skills are required for this project.

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

This type of work would be performed by the following classes:

- 1041 IS Engineer-Assistant 1051 IS Business Analyst-Assistant 1070 IS Project Director
- 1042 IS Engineer-Journey 1052 IS Business Analyst
- 1043 IS Engineer-Senior 1053 IS Business Analyst-Senior
- 1044 IS Engineer-Principal 1054 IS Business Analyst-Principal

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

No. This Cloud-based eProcurement System doesn't require any additional computer or network hardware.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Only the contractor has access to the proprietary source code for this Cloud-based eProcurement System. Product warranty would be invalidated if work were performed by City employees.

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

No. This is due to the proprietary nature of this software system.

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

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

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

The contractor will conduct approximately 24 hours of on-site training for approximately 37 OCA purchasing, management and administrative staff to use the system. List of OCA job classifications attached.

- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of
- E. Has a board or commission determined that contracting is the most
- F. Will the proposed work be completed by a contractor that has a

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

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

Patrick Rice

Signature of Departmental Personal Services Contract Coordinator

for

Joan Lubamersky

Print or Type Name

554-4859

Telephone Number

One Carlton B. Goodlett Place Rm 362 San Francisco CA 94102

Address

Additional Attachment(s)

◇ **Section 5B. Will the contractor train City and County Employees?**

**List of OCA Job Classifications for On-Site
eProcurement Training**

PSC Form 1 Attachment:
List of OCA Job Classifications for On-Site eProcurement Training

Job Classification	Number of OCA Employees in Job Classification
0953 Deputy Director III	1
0932 Manager IV	1
0931 Manager III	1
1426 Senior Clerk Typist	2
1446 Secretary II	1
1950 Assistant Purchaser	3
1952 Purchaser	10
1956 Senior Purchaser	10
1958 Supervising Purchaser	3
9922 Public Service Aide	1
1824 Principal Administrative Analyst	1
Prop F	3
Total	37

Union Notification(s)
◆ Local 21

Dang, Leorah

From: Patrick.Rice@sfgov.org
Sent: Monday, April 22, 2013 2:43 PM
To: L21PSCReview@ifpte21.org
Cc: DHR-PSCCoordinator, DHR; Browne, Jennifer; Lubamersky, Joan;
pcovington@ifpte21.org
Subject: PSC Form 1 for RFP 92000 OCA Cloud-based eProcurement System
Attachments: PSC Form 1 for RFP 92000 4-22-13.pdf; RFP 92000 Cloud-based e-Procurement System.pdf

Please see attached PSC Form 1 and copy of RFP 92000. I am submitting the completed PSC Form 1 on behalf of Joan Lubamersky.

Regards,
Patrick Rice
Senior Purchaser
Office of Contract Administration
tel: (415) 554-6740
fax: (415) 554-4047

City and County of San Francisco

RFP 92000

Request for Proposals for

Cloud-based e-Procurement System



Date issued:	September 5, 2012
Pre-proposal conference:	September 14, 2012 at 10 a.m.
Proposals due:	October 5, 2012, 4 p.m.
Proposals due location:	Office of Contract Administration 1 Dr. Carlton B. Goodlett Place City Hall, Room 430 San Francisco, CA 94102

Request for Proposals for Cloud-based e-Procurement System

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Appendices:

A. HRC Attachment 2:

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

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.

C. Sample Software License Agreement (Form P-545)

D. Sample Insurance Certificate and Additional Insured Endorsement

E. Bid Questionnaire

F. Introduction and Executive Summary

G. Project Approach and Implementation Plan

H. Firm Qualifications and References

I. Technical Proposal

J. Price Proposal Sheet

K. Detailed Pricing Proposal

L. Bid Security

**Request for Proposals for
Cloud-based e-Procurement System**

Section 1. Introduction and Schedule

A. Introduction

The Office of Contract Administration (“OCA”) of the City and County of San Francisco (“City”) is responsible for the procurement of a wide array of commodities and general services for approximately 60 City departments and agencies. OCA manages procurements for commodities and services at an estimated value of \$400 million per year. OCA conducts approximately 1,200 competitive bids and manages 100 active term contracts per year. Professional services contracts are decentralized and are managed by individual City departments.

OCA currently uses a legacy mainframe system for the majority of procurement activities which involves many manual and paper-driven processes. OCA separately manages a website for the advertisement competitive solicitations which is located at the following web address:
<http://mission.sfgov.org/OCABidPublication/>

OCA is interested in implementing a cloud-based e-Procurement system to automate these manual and paper-driven processes to enhance performance, to realize cost and time savings, to increase vendor participation and outreach and to increase transparency. OCA currently has an approved initial year budget of \$100,000 for this project.

B. General

OCA is seeking proposals for a Cloud-based e-Procurement System with the following **desired** functionalities including, but not limited to:

1. Create and manage bids
2. Electronic submission of bids by bidders via the internet
3. Online bid evaluation including tools for application of multiple bid discounts and preferences
4. Automatic email notifications to bidders
5. Posting of bid results on the internet
6. Online access to the City’s standardized bid and contract templates
7. Access to bid libraries from other governmental agencies
8. Online bidders conferences
9. Vendor self registration for e-mail notification of bids and bid addenda
10. Ad hoc reporting

And the following **optional** functionalities including, but not limited to:

1. Contract management
2. Reverse auctions

RFP for Cloud-based e-Procurement System

The contract shall have an initial term of three (3) years. In addition, the City shall have the option to extend the term for a period or periods of one (1) year each, which the City may exercise in its sole, absolute discretion. Any extensions in excess of 10 years will be subject to approval by the Board of Supervisors.

C. Schedule

The anticipated schedule for this contract is:

Proposal Phase	Anticipated Date
RFP is issued by the City	September 5, 2012
Pre-proposal conference	September 14, 2012, 10:00 a.m.
Deadline for submission of written questions or requests for clarification	September 24, 2012
Deadline to protest RFP terms	September 28, 2012
Proposals due	October 5, 2012, 4:00 p.m.
Oral interview and live product demonstrations with firms selected for further consideration	October 12, 2012
Notice of Intent to Award	October 17, 2012
Tentative Contract Award Date	November 5, 2012

All dates are subject to change. Proposers are requested to check the City's database online for the latest schedule at: <http://mission.sfgov.org/OCABidPublication/>

All questions or requests for clarification must be submitted in writing and emailed as an attachment no later than September 24, 2012 at 5:00 p.m. to Patrick Rice at:

patrick.rice@sfgov.org

Reference "RFP #92000, Cloud-based e-Procurement System" in the subject field of any emails sent to the City.

No questions will be accepted after this time.

Any addenda will be posted on OCA's website at

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

under the category "Equipment, Supplies and General Services (OCA)".

Section 2. Scope of Work

This Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

The following functionalities in are assumed necessary for the implementation of a Cloud-based e-Procurement System. Proposers may suggest a modified scope as part of their proposal.

OCA is seeking proposals for a Cloud-based e-Procurement System that can be rapidly deployed with minimal customization. The system should be capable of the desired functionality identified in Section 3. System Functionality. The contractor is to provide a secure and stable Cloud-based e-Procurement System to the City and be fully responsible for the implementation, training and the ongoing support of the system.

Section 3. System Functionality

All proposals should provide documentation that the proposed systems are capable of the following **desired** functionality. Identify any associated costs in Appendix K. Detailed Pricing Proposal. Please use the appropriate check box to indicate if your proposal complies with the desired functionality with each RFP subsection and also include the corresponding page number of where the documentation is included in your Technical Proposal (Appendix I). For any RFP subsections that you indicate that your proposal does not comply, include a detailed explanation in your Technical Proposal (Appendix I). **Attach completed pages 4 through 9 of RFP 92000 to your Technical Proposal (Appendix I).**

RFP Sub-section	Functionality	Proposal Includes	Proposal Does Not Include	Proposal Page Number (Appendix I)
	System General Requirements			
A.1.	The solution should be cloud-based and require minimal modification or installation of desktop components. Provide information concerning the technical requirements for implementation of the proposed system.	<input type="checkbox"/>	<input type="checkbox"/>	
A.2.	Provide a description of all solution modules in the proposal. Describe all of the software components and the software development tools used to code these solution modules.	<input type="checkbox"/>	<input type="checkbox"/>	
A.3.	Indicate the uptime reliability of the proposed system.	<input type="checkbox"/>	<input type="checkbox"/>	
A.4.	Include a description of the set up and implementation process. Include an implementation plan and schedule with your proposal. OCA's preference is to have a Cloud-based e-Procurement System fully implemented within eight (8) weeks after the execution of the contract with the selected vendor.	<input type="checkbox"/>	<input type="checkbox"/>	
A.5.	Include details about policies regarding on-going operation support, including but not limited to: support agreements and service level agreement.	<input type="checkbox"/>	<input type="checkbox"/>	

RFP for Cloud-based e-Procurement System

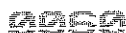
RFP Sub-section	Functionality	Proposal Includes	Proposal Does Not Include	Proposal Page Number (Appendix I)
A.6.	Provide information about policies and procedures regarding performance monitoring, maintenance, upgrades, and change management. Maintenance and upgrades must be scheduled and performed at a time with the least impact to procurement processes of the City.	<input type="checkbox"/>	<input type="checkbox"/>	
A.7.	Indicate the maximum number of concurrent users that the proposed system will allow without any impact on system performance.	<input type="checkbox"/>	<input type="checkbox"/>	
A.8.a.	Provide detailed information concerning the data center facilities used for the hosting environment for the proposed system. Include information about: System redundancy	<input type="checkbox"/>	<input type="checkbox"/>	
A.8.b.	Disaster recovery plan	<input type="checkbox"/>	<input type="checkbox"/>	
A.8.c.	Physical access security	<input type="checkbox"/>	<input type="checkbox"/>	
A.8.d.	Software and internet connectivity security	<input type="checkbox"/>	<input type="checkbox"/>	
A.8.e.	Any completed certifications such as ISO certification	<input type="checkbox"/>	<input type="checkbox"/>	
A.9.a.	Provide detailed information concerning the client requirements of the proposed system. Include information about: Supported web browsers and versions	<input type="checkbox"/>	<input type="checkbox"/>	
A.9.b.	Supported operating systems and versions	<input type="checkbox"/>	<input type="checkbox"/>	
A.9.c.	Supported software applications and versions	<input type="checkbox"/>	<input type="checkbox"/>	
A.9.d.	Any third party software required for the operation of the proposed system	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor Registration				
B.1.a	Provide information concerning the proposed system's capabilities to allow vendors to self register online to accomplish the following tasks: Create and update their profile	<input type="checkbox"/>	<input type="checkbox"/>	
B.1.b	Register by commodity code appropriate to the goods and/or services that they provide.	<input type="checkbox"/>	<input type="checkbox"/>	
B.1.c	Provide their contact information to receive automatic email communications regarding bid notifications, bid addenda and other bid notifications and communications	<input type="checkbox"/>	<input type="checkbox"/>	

RFP for Cloud-based e-Procurement System

RFP Sub-section	Functionality	Proposal Includes	Proposal Does Not Include	Proposal Page Number (Appendix L)
B.2.	The City's preference is for vendor registration and access to the proposed system to be at no additional cost to the vendors. Describe any costs to the vendors.	<input type="checkbox"/>	<input type="checkbox"/>	
B.3.	Provide information concerning the proposed system's capability to allow vendors who don't have internet or email access to register, receive bid notifications and submit bids.	<input type="checkbox"/>	<input type="checkbox"/>	
B.4.	Provide a strategy for including the City's existing vendors in a mass registration process for the proposed system. Include any associated costs.	<input type="checkbox"/>	<input type="checkbox"/>	
B.5.	Describe your company's role in providing ongoing support to the vendors in the registration process.	<input type="checkbox"/>	<input type="checkbox"/>	
B.6.	Describe the proposed system's capability to include registration fields for the City's Local Business Enterprise (LBE) program.	<input type="checkbox"/>	<input type="checkbox"/>	
	Bid Management and Evaluation Module			
C.1.a	Provide information about the solution's ability to: Generate online Requests for Quotations, Invitations to Bids and Request for Proposals (RFQs', ITB's, and RFP's). Include information about templates included with the solution as well as the ability to add or modify templates and the ability to attach files. Please indicate which file formats are supported.	<input type="checkbox"/>	<input type="checkbox"/>	
C.1.b	Accommodate different levels of bidding that include but are not limited to a list of prequalified bidders and public bids.	<input type="checkbox"/>	<input type="checkbox"/>	
C.1.c	Transmit bid information to newspapers and other websites for official advertising requirements.	<input type="checkbox"/>	<input type="checkbox"/>	
C.1.d	Distinguish between mandatory and optional bid requirements.	<input type="checkbox"/>	<input type="checkbox"/>	
C.1.e	Provide information about the solution's ability to conduct online bidders conferences.	<input type="checkbox"/>	<input type="checkbox"/>	
C.2.a.	Provide information of the proposed system's solicitation process that includes: Electronic solicitation distribution to vendors based on commodity codes that they are registered for.	<input type="checkbox"/>	<input type="checkbox"/>	

RFP for Cloud-based e-Procurement System

RFP Sub-section	Functionality	Proposal Includes	Proposal Does Not Include	Proposal Page Number (Appendix I)
C.2.b.	Receive bid responses electronically via the internet, how the bids responses are electronically time stamped and how this information is secured until the bid opening date and time to achieve sealed bid functionality, ensuring security of bid information.	<input type="checkbox"/>	<input type="checkbox"/>	
C.2.c.	Provide bidders automatic electronic confirmation that their bids were successfully submitted.	<input type="checkbox"/>	<input type="checkbox"/>	
C.2.d.	Capability to upload, record and evaluate paper bids.	<input type="checkbox"/>	<input type="checkbox"/>	
C.2.e.	Capability to accept alternate bids, multiple bids, allow bidders to revise or delete bids prior to the bid due date.	<input type="checkbox"/>	<input type="checkbox"/>	
C.3.a.	Provide information on the proposed system's evaluation process that includes: The proposed system's ability to automatically rank bid proposals received including evaluation criteria including but not limited to: quantity, unit price, tax and shipping charges.	<input type="checkbox"/>	<input type="checkbox"/>	
C.3.b.	Apply multiple bid discounts and preferences including but not limited to: prompt payment discounts and preferences that reflect the City's social legislation.	<input type="checkbox"/>	<input type="checkbox"/>	
C.3.c.	The proposed system's ability to allow the purchaser to adjust bid results.	<input type="checkbox"/>	<input type="checkbox"/>	
C.3.d.	The proposed system's ability to post bid tabulations of past bid results that can be accessed via the internet, saved and printed by the bidders, OCA and the public.	<input type="checkbox"/>	<input type="checkbox"/>	
C.4.	Provide information on the proposed system's ability to provide electronic bid notifications to bidders that include but aren't limited to the following: Notice of Intent to Award, Notice of Conditional Award and Notification of Nonresponsiveness.	<input type="checkbox"/>	<input type="checkbox"/>	
C.5.	Provide detailed information on the commodity code system used to identify solicited goods and services. Identify any commodity code(s) included with the proposed system. Include a complete list of the commodity codes that are compatible with the proposed system. Include any associated costs.	<input type="checkbox"/>	<input type="checkbox"/>	



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RFP Sub-section	Functionality	Proposal Includes	Proposal Does Not Include	Proposal Page Number (Appendix I)
	Storage and Access to City's Standardized Forms			
D.1.	Provide information on the proposed system's ability to store the City's standard bid and contract forms.	<input type="checkbox"/>	<input type="checkbox"/>	
D.2.	Describe the process for accessing the forms and the approval process for users to modify, delete and add new bid and contract forms.	<input type="checkbox"/>	<input type="checkbox"/>	
	Reporting			
E.1.	Identify all the standard reports included with the proposed system	<input type="checkbox"/>	<input type="checkbox"/>	
E.2.	Identify all the customized reports included with the proposed system	<input type="checkbox"/>	<input type="checkbox"/>	
E.3.	Identify all the criteria and parameters available for ad hoc reporting	<input type="checkbox"/>	<input type="checkbox"/>	
	Data Sharing			
F.1.	Provide information on the proposed system's Internet browser compatibility and the system's ability to process data imports and export. Please indicate all of the supported file formats.	<input type="checkbox"/>	<input type="checkbox"/>	
F.2.	Indicate the proposed system's ability to grant access to information from other governmental agencies such as bid libraries.	<input type="checkbox"/>	<input type="checkbox"/>	
F.3.	Indicate the minimum and maximum periods of time that the City's data can be retained by the proposed system.	<input type="checkbox"/>	<input type="checkbox"/>	
F.4.	In the event of the expiration or termination of a contract between the City and the contractor, describe the process and costs for the transferring of all retained data from the proposed system to the City. Indicate any associated costs.	<input type="checkbox"/>	<input type="checkbox"/>	
	Workflow			
G.1.	Provide information on the proposed system's ability to route transactions through approval levels based on user authorization levels.	<input type="checkbox"/>	<input type="checkbox"/>	
	System Security			
H.1.	Provide information on the proposed system's security features which prevent non-authorized users from viewing, modifying or deleting data.	<input type="checkbox"/>	<input type="checkbox"/>	
H.2.	Indicate the encryption level used to secure electronic bid submissions.	<input type="checkbox"/>	<input type="checkbox"/>	

RFP for Cloud-based e-Procurement System

RFP Sub-section	Functionality	Proposal Includes	Proposal Does Not Include	Proposal Page Number (Appendix I)
H.3.	Provide information on the proposed system's ability to use electronic signatures for bid submissions, electronic communications and transaction approvals. Indicate the types of electronic signatures that are compatible with the system.	<input type="checkbox"/>	<input type="checkbox"/>	
H.4.	Provide information on your firm's security policies and procedures. Include information of the types of background checks performed for employees and the types of security information that is available for employees.	<input type="checkbox"/>	<input type="checkbox"/>	
	Documentation, Training and Support			
I.1.a.	Provide a description of training and support provided with the acceptance of the Cloud-based e-Procurement System. Provide details including: Training materials for administration and task functionality.	<input type="checkbox"/>	<input type="checkbox"/>	
I.1.b.	Duration and frequency of formal training.	<input type="checkbox"/>	<input type="checkbox"/>	
I.1.c.	Permission for users to make unlimited copies of documentation for internal use.	<input type="checkbox"/>	<input type="checkbox"/>	
I.1.d.	Easy to use and maintain online help.	<input type="checkbox"/>	<input type="checkbox"/>	
I.1.e.	Documentation should identify the changes required to install client components on City's servers and desktop computers	<input type="checkbox"/>	<input type="checkbox"/>	
I.1.f.	Provide a test plan and conduct thorough solution, user acceptance and full load testing.	<input type="checkbox"/>	<input type="checkbox"/>	
I.2.	Training should be provided for the OCA purchasing staff and other City personnel as deemed necessary. Describe the rollout process and system upgrade process used for similar projects. Indicate any associated costs.	<input type="checkbox"/>	<input type="checkbox"/>	
I.3.	Support via a toll-free telephone number and email must be provided for Office of Contract Administration (OCA) purchasing staff, GSA IT department personnel, and vendors.	<input type="checkbox"/>	<input type="checkbox"/>	

RFP for Cloud-based e-Procurement System

Proposals may also provide documentation that the proposed systems are capable of the following **optional** functionality. Identify any associated costs in Appendix K. Detailed Pricing Proposal. Please use the appropriate check box to indicate if your proposal includes the optional functionality detailed in each RFP subsection and also include the corresponding page number of where the documentation is included in your Technical Proposal (Appendix I) **Attach completed page 10 of RFP 92000 to your Technical Proposal (Appendix I).**

RFP Sub-section	Functionality	Proposal Includes	Proposal Does Not Include	Proposal Page Number
	Contact Management (Optional)			
J.1.a	Provide information on the proposed system's contract management functionality that includes but is not limited to: Electronic routing and tracking of contract, contract amendments, insurance documents, and other supporting documents through approval levels based on user authorization levels.	<input type="checkbox"/>	<input type="checkbox"/>	
J.1.b.	Central data repository of contracts that are accessible to authorized users via the internet.	<input type="checkbox"/>	<input type="checkbox"/>	
J.1.c.	Tracking of contract deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	
	Reverse Auctions (Optional)			
K.1.	Provide information on the proposed system functionality that would allow the City to conduct web-based reverse auctions.	<input type="checkbox"/>	<input type="checkbox"/>	
	Integration with the City's existing financial system (Optional)			
L.1.	Provide information on the proposed system's ability to integrate with the City's existing financial system. This feature is beyond the initial scope of this project and will not be included in the evaluation process.	<input type="checkbox"/>	<input type="checkbox"/>	
	Other Core and Optional Functionality			
M.1.	Provide information on the proposed system's core and optional functionality that you think may be of interest to the City.	<input type="checkbox"/>	<input type="checkbox"/>	

Section 4. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 4:00 p.m., on October 5, 2012. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or mailed to:

Patrick Rice, Senior Purchaser
 City and County of San Francisco
 Office of Contract Administration
 1 Dr. Carlton B. Goodlett Place
 City Hall, Room 430
 San Francisco, CA 94102
 Reference: RFP# 92000, Cloud-based e-Procurement System

Proposers shall submit one (1) original and three (5) copies of the proposal, which should be individually bound with the pages numbered accordingly. The original document should be clearly marked as "Original" and the copies should be clearly marked as "Copy". Proposers should include an electronic copy of their proposal on CD, DVD or flash drive media. Each proposal received will be screened to ensure that the information required in this RFP is included. Partial or complete omission of any of these items from a proposal may disqualify proposals from further consideration. Proposals submitted by fax or email/electronic communication will not be accepted. Late submissions will not be considered.

B. Proposal Format and Organization

Submit your proposal in a three-ring binder, printed on recycled paper, double-sided to the maximum extent that is practical. Do not bind your proposal with spiral binding, glued binding or any similar type of binding.

In order to expedite the evaluation process, each proposal shall be organized as described below. Proposals that do not follow the specified outlined below or fail to provide the required documentation may receive lower scores. All proposals should include a Table of Contents. The use of tabs within the document is required and pages should be numbered.

Binder Contents	
Tab	
1.	Introduction and Executive Summary – Appendix F
2.	Project Approach and Implementation Plan – Appendix G
3.	Firm Qualifications and References – Appendix H
4.	Technical Proposal – Appendix I. Include completed pages 4 through 10 of RFP 92000.
5.	Bid Security – Appendix L
6.	Standard Forms – Appendix B
7.	Bid Questionnaire – Appendix E
8.	Electronic copy of proposal
Sealed Envelope Items	
9.	HRC Forms – Appendix A
10.	Price Proposal Sheet – Appendix J
11.	Detailed Pricing Proposal – Appendix K

C. Content

Firms interested in responding to this RFP should submit the following information:

1. Introduction and Executive Summary (up to 3 pages). Include as Appendix F to your proposal.

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

2. Project Approach and Implementation Plan (up to 5 pages). Include as Appendix G to your proposal.

Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Describe your firm's approach to implementation including identification of technical issues and a resolution process.

3. Firm Qualifications and References (up to 5 pages). Include as Appendix H to your proposal.

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

- a. Name, address, and telephone number of a contact person
- b. A brief description of your firm
- c. Brief resumes of key personnel assigned to this project
- d. A description of three (3) projects similar in size and scope provided by your firm to a public entity including reference information, schedule and project summary. Also, include the name, address, email, telephone number and fax numbers of the contact person. Descriptions should be limited to one (1) page for each project.

4. Technical Proposal. Include as Appendix I to your proposal.

All proposers must confirm their compliance with:

- a. Minimum Qualifications listed in Section 5.A.

All proposers should confirm their compliance with:

- b. Technical requirements detailed in the System Functionality in Section 3. For any RFP subsections that you indicate that your proposal does not comply, include a detailed explanation in your Technical Proposal (Appendix I.).

5. Price Proposal

- a. **Enter the summary of the price proposal on the Price Proposal Sheet, Appendix J and attach a detailed price proposal as Appendix K.** Price shall be exclusive of any Federal, State, local sales or use tax.

- b. Proposers should at a minimum propose pricing for the two (2) following bands of authorized users:
 - Up to fifty (50) authorized users. This represents the maximum quantity of authorized users within OCA. This price proposal will be used for the evaluation of the price proposal.
 - From fifty-one (51) and up to five hundred (500) authorized users. This represents the maximum quantity of authorized users throughout all contracting units of the City. This price proposal will be used for informational purposes.
- c. The City intends to award this contract to the firm that it considers will provide the best overall approach to providing the specified Cloud-based e-Procurement System. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.
- d. All proposals shall be considered firm for a period of 365 calendar days, commencing the day following the date of the proposal due date.
- e. The proposer shall carefully review all requirements of the sample contract in this RFP prior to preparation of its price proposal.

6. Bid Security. Include as Appendix L to your proposal.

a. Each proposal must be accompanied by an original bid bond or money order or a cashier's check or certified check in the total of \$5,000, payable to the City and County of San Francisco, to guarantee the filing of Performance and Labor and Material Bonds, Insurance Certificates, and to guarantee the proper execution of the contract. Personal or company checks are not acceptable. Faxed copies of the original bid bond or money order or a cashier's check or certified check will not be accepted. Any proposal submitted without the proper bid security may be determined to be non-responsive and result in the rejection of the proposal.

b. After the successful proposer has furnished the required documents or the City has rejected the proposals, all bid securities except those which may have been forfeited will be returned to the respective proposers whose proposals they accompanied.

Section 5. Evaluation and Selection Criteria

A. Phase 1: Minimum Qualifications

The City may seek supplemental clarifying documentation relating to the satisfaction of the Minimum Qualifications if the City deems such information necessary to determine whether a Proposer meets the Minimum Qualifications of this RFP. The City reserves the right to make a determination without further clarifications of Proposals received. In the event that the Proposer receives written notification from the City that supplemental information is required such documentation must be received within three (3) business days.

Item #	RFP Section	RFP Subsection	Requirement	Items to be Submitted with Bid
MQ 1	4	C.3.d.	Five (5) years minimum experience in providing eProcurement systems to entities comparable in size or function to the City and County of San Francisco	Documentation that includes a description of three (3) projects similar in size and scope provided by your firm to a public entity including dates, reference information, schedule and project summary.
MQ 2	4	C.6.	\$5,000 Bid Security	Bid Bond, Check or Money Order for Bid Security total
MQ 3	3	B.1.	The proposed system allows vendors to self register	Technical Proposal
MQ 4	3	C.1.a.	The proposed system must be able to generate online Request for Quotations, Invitations for Bid and Request for Proposals (RFQ's, ITB's ad RFP's)	Technical Proposal
MQ 5	3	C.2.b.	The proposed system must be able to receive bids electronically and offer sealed bid functionality	Technical Proposal
MQ 6	3	C.3.a.	The proposed system must be able to automatically rank bid proposals	Technical Proposal
MQ 7	3	C.4.	The proposed system must be able to provide electronic bid notifications to bidders	Technical Proposal
MQ 8	3	D.1., D.2.	The proposed system must be able store multiple City forms that can be updated by authorized users	Technical Proposal

B. Phase 2: Selection Criteria (maximum 100 points)

Proposals from proposers satisfying the Minimum Qualifications (Section 5.A., Items MQ 1 through MQ 8) will be evaluated and scored by a selection committee. The City will evaluate the proposals in accordance with the criteria below. The evaluation of the proposals shall be within the sole judgment and discretion of the Selection Committee. Proposers may be required to submit additional information to clarify their proposals at any time throughout the evaluation process.

1. Project Approach and Implementation Plan (maximum 5 points)

Proposers will be evaluated on the effectiveness of the proposer's organizational project management structure and their facility capabilities to be used in executing and managing the project. This will include the overall approach for coordinating and managing all work activities to meet the implementation schedule.

2. Experience of Firm (maximum 5 points)

Evaluation will include relevant experience and qualifications, key personnel, record of past performance (including references), quality of recently completed projects, including adherence to schedules, deadlines and budgets and experience with similar projects.

3. Technical Proposal (maximum 60 points)

Proposers will be evaluated on their compliance of the technical specifications detailed in the Scope of Work and the completeness and quality of the documentation of the technical proposal for the proposed system.

4. Price Proposal (maximum 30 points)

The lowest responsive price proposal shall receive the full 30 points. The next lowest responsive price proposal shall receive a portion of the full 30 points equivalent to the percentage between the lowest and next lowest price proposal (i.e., if Proposal X submits the lowest responsive price proposal of \$80 and Proposal Y submits the next lowest responsive price proposal of \$100, Proposal X receives 30 points and Proposal Y receives 30 points x (\$80/\$100) or 24 points).

**C. Phase 3: Oral Interview and Live Product Demonstrations
(maximum 100 points)**

Up to five (5) candidates will be selected from the proposers with scores of 65 points and over from Phase 2 to move on to the Oral Interview and Live Product Demonstrations. Interviews and live project demonstrations will take place in person and will be scheduled upon completion of the Phase 2 Evaluation. The City reserves the right to observe a currently implemented system for any proposer. Interviewees will be scored based on a total available point score of one hundred (100) points. Point scores from Phases 2 and 3 will be combined to determine the highest ranked proposer. If the highest scoring proposer and the City cannot agree to contract terms, the City may invite the next highest ranked proposer to participate in contract negotiations, and so on until the City is able to negotiate a contract or until the City decides to not award a contract.

Section 6. Pre-proposal conference and Contract award

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on September 14, 2012 at 10:00 a.m. to be held at the following location:

Office of Contract Administration
1 Dr. Carlton B. Goodlett Place
City Hall, Room 431A
San Francisco, CA 94102

Proposers are urged to read this proposal prior to the conference. The conference will begin on time and company representatives are urged to arrive on time. Agenda items already covered will not be repeated for the benefit of late arrivals. A sign-in sheet will be available at the meeting. All attendees must sign in to insure receipt of any notification of addenda or other information regarding this RFP.

Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP. Questions raised at the conference maybe answered orally. If any substantive new information is provided in response to questions raised at the conference, it will also be memorialized in a written addendum. All questions or requests for clarification must be submitted in writing via email no later than September 24, 2012 at 5:00pm to Patrick Rice at: patrick.rice@sfgov.org. Please reference "92000, Cloud-based e-Procurement System" in the subject field of the message.

Failure to attend the conference shall not excuse any proposers from any obligations of the RFP or any resulting contract.

B. Contract Award

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

Section 7. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP must be directed in writing via email to:

Patrick Rice, Senior Purchaser
Reference RFP 92000, Cloud-based e-Procurement System
Email: patrick.rice@sfgov.org

C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, no less than five (5) working days prior to the deadline for submission of proposals, 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.

Any objections to RFP Terms must be directed in writing via email to:

Patrick Rice, Senior Purchaser
Reference RFP 92000, Cloud-based e-Procurement System
Email: patrick.rice@sfgov.org

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing Addenda which will be posted on the following website:

<http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx>. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 365 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city

RFP for Cloud-based e-Procurement System

officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

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

L. Reservations of Rights by the City

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

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

5. Procure any materials, equipment or services specified in this RFP by any other means; or

6. Determine that no project will be pursued.

M. No Waiver

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

N. Local Business Enterprise Goals and Outreach

Although there is no subcontracting goal, bidders are encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the proposal, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

1. LBE Subconsultant Participation Goals

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 proposal. LBEs identified as subcontractors must be certified with the San Francisco Human Rights Commission at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal 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 HRC Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, HRC Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with HRC-certified LBEs located in San Francisco.

2. LBE Participation

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

- a. A 10% discount to an LBE; or a joint venture between or among LBEs; or
- b. A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- c. A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or

- d. A 10% discount to a certified non-profit entity.

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

3. HRC Forms to be Submitted with Proposal

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

- b. submit only two copies of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled HRC Forms. If you have any questions concerning the HRC Forms, you may contact the Human Rights Commission.

email: HRC.Info@sfgov.org

telephone: (415) 252-2500

Section 8. Contract Requirements

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Software License Agreement (Form P-545), 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; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, 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 HRC's website at <http://www.sf-hrc.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 the following web site: [http://www.amlegal.com/nxt/gateway.dll/California/administrative/chapter12pminimumcompensation?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca](http://www.amlegal.com/nxt/gateway.dll/California/administrative/chapter12pminimumcompensation?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca)

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 <http://sfgsa.org/index.aspx?page=403>

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 <http://sfgsa.org/index.aspx?page=407>

E. First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://sfgsa.org/index.aspx?page=5199> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

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

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

Section 9. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

B. Protest of Contract Award

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

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

C. Delivery of Protests

All protests must be received by the due date. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered via email to:

Patrick Rice, Senior Purchaser
Reference RFP 92000, Cloud-based e-Procurement System
Email: patrick.rice@sfgov.org

Appendix B
Standard Forms

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

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (OCA@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 Human Rights Commission 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://sfgsa.org/index.aspx?page=4762	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://sfgsa.org/index.aspx?page=4762	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

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Item	Form name and Internet location	Form	Description	Return the form to; For more info
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits http://sfgsa.org/index.aspx?page=5356	HRC-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	Human Rights Commission 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500
4.	HRC LBE Certification Application http://sfgsa.org/index.aspx?page=5356		Local businesses complete this form to be certified by HRC 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 HRC by the proposal due date.	Human Rights Commission 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Where the forms are on the Internet

Office of Contract Administration

Homepage: <http://sfgsa.org/index.aspx?page=359>

Purchasing forms: Click on "How To Qualify To Do Business With The City"

Human Rights Commission

HRC's homepage: <http://www.sf-hrc.org/>

Equal Benefits forms: Click on "Important Forms and Documents" under the "Equal Benefits Compliance (12B)" banner

LBE certification form: Click on "LBE Certification & Compliance"

CITY & COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION



HRC ATTACHMENT 2

Requirements for Architecture, Engineering, & Professional Services Contracts FOR CONTRACTS \$50,000 AND OVER

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Human Rights Commission ("HRC").
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the HRC website at <http://www.sf-hrc.org/>.
- C. Chapter 14B allows for a ten percent (10%) rating discount, referred to in this Attachment 2 as a "rating bonus," for HRC certified Small – or Micro LBE's. Subject to certain limitations and exceptions, HRC SBA-LBEs may be entitled to a two percent (2%) rating bonus. Joint Ventures with Small or Micro-LBE participation may be entitled to a five percent (5%), seven and a half percent (7.5%), or to 10 percent (10%) rating bonus. The Certification Application is available on the HRC website at <http://www.sf-hrc.org/>.

For assistance with HRC Attachment 2, please contact the following number(s):

HRC Main Office (415) 252-2500 or LBE Certification Unit (415) 252-2531

For compliance and assistance with the Equal Benefits Program, please contact the HRC Main Office.

1.02 SUBMISSION OF HRC FORMS

- A. **Unless otherwise authorized** by HRC, the proposer must submit the following HRC forms in a separate sealed envelope marked “HRC Forms” with the proposal. Failure to complete or submit any of the HRC Forms may cause the proposal to be deemed non-responsive and ineligible for contract award.

Proposers are responsible for reviewing the specific instructions and requirements on each HRC form.

1. **Form 2A: HRC Contract Participation Form:** Identify LBE subconsultants, vendors, and lower tier subconsultants that the proposal relies on to meet LBE subconsultant participation goal. Check the appropriate box under Rating Bonus.
2. **Form 2B: HRC “Good Faith Outreach” Requirements Form:** Document solicitation of LBE participation. This form must be submitted for every solicitation that includes LBE subconsultant participation. Proposer shall meet the specified LBE subcontractor participation goal and shall complete and submit Form 2B in accordance with Form 2B instructions.

In accordance with Section 14B.8(B) of the Administrative Code (“Code”), if a proposer does not demonstrate in its proposal that proposer exceeds the established LBE subcontracting participation goal by at least 35%, such proposer must demonstrate adequate good faith efforts to meet the LBE subconsulting goal. Such proposer must complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in Form 2B with its proposal. Failure to meet the LBE subconsulting participation goal and demonstrate/document adequate good faith efforts shall cause the proposal to be determined non-responsive and rejected.

If a proposer demonstrates in its proposal that it exceeds the established LBE subconsulting participation goal by 35% or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. Such proposer shall complete and submit Form 2B as required by Form 2B instructions. **NOTE: A SMALL OR MICRO-LBE PRIME PROPOSER MAY COUNT ITS OWN CONTRACT WORK TOWARD THE 35% GOOD FAITH EFFORTS EXCEPTION.**

- *Example:* The LBE subconsulting goal is 10%. Good faith efforts requirements will be waived if the Proposer:
 - 1) Meets the 10% LBE subconsulting goal;
AND
 - 2) Has total LBE participation that equals or exceeds 13.5% of the total proposal amount. The 13.5% represents the 10% LBE subconsulting goal plus 35% of that 10% subconsulting goal.

LBE subconsulting goal set for project	10.0%
35% of the 10% LBE subconsulting goal	3.5%
Total LBE participation must equal or exceed:	13.5%

3. **Form 3: HRC Non-Discrimination Affidavit:** Must be signed by Proposer under penalty of perjury.
4. **Form 4: HRC Joint Venture Form:** Submit ONLY if the Proposer is requesting a rating bonus based on LBE participation in a joint venture partnership.
5. **Form 5: HRC Employment Form:** List the key personnel and responsibilities of the Proposer, Joint Venture partners, and Subconsultants.

B. HRC Contract Performance Forms

Proposers are responsible for reviewing the instructions and requirements on each form. The following HRC forms are submitted with progress and final payment requests.

1. **Form 7: HRC Progress Payment Form:** Submit to Contract Awarding Authority and to HRC for each payment request. *Note:* Page 2; column “A” of the form, ALL firms must be continuously listed including lower tier subconsultants for each payment request.
2. **Form 9: HRC Payment Affidavit:** Submit within ten (10) working days to Contract Awarding Authority and HRC following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there were no payments to subconsultants associated with the progress payment.
3. **Form 8: HRC Exit Report and Affidavit:** Submit with final Form 7. A separate Form 8 must be completed for each LBE Joint Venture partner and LBE subconsultant (including lower-tier LBEs).
4. **Form 10: HRC Contract Modification Form:** This form shall be completed by the Consultant when any (all) amendments, modifications, or supplemental change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent modifications.

Failure to submit any HRC contract performance forms may result in sanctions under Section 14B.11.C including but not limited to withholding or delaying progress and final payments.

1.03 “GOOD FAITH OUTREACH” REQUIREMENTS

All proposers shall undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Administrative Code to select subconsultants to meet the LBE subconsulting participation goal, unless a proposer qualifies for the good faith efforts exception set forth in Section 14B.8(B) for proposers that demonstrate in their proposals that they exceed the established LBE subconsulting participation goal by 35% or more. Please see example in Section 1.02A.2 above.

Under Section 14B.8(C) of the Code, proposals that do not meet the LBE subconsulting participation goal set will be rejected as non-responsive unless the HRC Director finds that the proposer diligently undertook adequate good faith efforts required by Chapter 14B and that the failure to meet the goal resulted from an excusable error.

A proposer must contact an LBE before listing that LBE as a subconsultant in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive. Proposers are required to submit Form 2B and supporting documentation EVEN IF the LBE subconsulting goal has been met.

1.04 NON COMPLIANCE AND SANCTIONS

A. Non-Compliance with Chapter 14B

1. A complaint of discrimination or non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
 - a. If the HRC Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the Chapter 14B, HRC Rules and Regulations, or

contract provisions pertaining to LBE participation, the HRC Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.

- b. If the non-compliance is not resolved through conference and conciliation, the HRC Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
 - c. The Director's finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on willful or bad faith noncompliance with the requirements of Chapter 14B, HRC Rules and Regulations, or contract provisions pertaining to LBE participation.
1. Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds willful or bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, HRC rules and regulations, or contract provisions pertaining to LBE participation, which may include:
 - i) reject all proposals;
 - ii) declare a proposal non-responsive;
 - iii) suspend a contract;
 - iv) withhold funds;
 - v) assess penalties;
 - vi) debarment;
 - vii) deny HRC certification;
 - viii) revoke HRC certification; or
 - ix) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by HRC.
 2. The Director's determination of non-compliance is subject to appeal pursuant to HRC Rules and Regulations.
 3. An appeal by a consultant to the Commission shall not stay the Director's findings.
 4. The HRC Director may require such reports, information and documentation from consultants, subconsultants, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.

B. Procedure for the collection of penalties is as follows:

1. The HRC Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the proposer or consultant that a determination of bad faith non-compliance has been made and that all payments due the proposer or consultant shall be withheld.
2. The HRC Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

PART II. RATING BONUS

2.01 APPLICATION

- A. **Eligibility for the LBE Rating bonus:** Certified Small or Micro-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus if the LBE is HRC certified in the type of work that

is called out by the Contract Awarding Authority. Under certain circumstances, SBA LBE's are eligible for an LBE rating bonus. A proposer that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing an HRC denial or revocation at the date and time the proposal is due is not an LBE and is not eligible to receive the rating bonus even if the firm is later certified or ultimately prevails in its appeal.

B. Application of the Rating bonus: The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

1. **Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To 400,000.**
A 10% rating bonus will apply to any proposal submitted by an HRC certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
2. **Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000.** A 10% rating bonus will apply to any proposal submitted by an HRC certified Small or Micro-LBE ...Pursuant to Section 14B.7(E), a 2% rating bonus will be applied to any proposal from an SBA-LBE, except that the 2% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.
3. **Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000.** A 2% rating bonus will apply to any proposal submitted by an SBA-LBE..
4. **The rating bonus for a Joint Venture (“JV”) with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of \$10,000 and Less Than or Equal to \$10,000,000:**
 - a. 10% for each JV among Small and/or Micro LBE prime proposers.
 - b. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers..
 - c. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.
 - d. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.
5. A 10% rating bonus for HRC LBE certified non-profit agencies for contracts estimated in excess of \$10,000, but less than or equal to \$10,000,000.

C. The Rating Bonus for Small or Micro-LBEs or JVs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$10 million. The rating bonus for SBA-LBEs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

2.02 JOINT VENTURE/PRIME ASSOCIATION

- A.** Each Small and/or Micro-LBE JV partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the Small and/or Micro-LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the Small and/or Micro-LBE. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. The joint venture partners must be of the same discipline/each possess the license required by the RFP and the LBE partner(s) must be HRC LBE certified in that area in order to be eligible for the rating bonus. The joint venture partners must be jointly responsible for the overall project management, control, and compliance with 14B requirements.

1. The Small and/or Micro-LBE JV partner's work must be assigned a commercially significant dollar value of the prime work and use its own employees and equipment.
 2. Each member of the joint venture must perform a “commercially useful function” as that term is defined by Section 14B.2 of the Ordinance. A Small and/or Micro-LBE JV partner that relies on the resources and personnel of a non-LBE firm will not be deemed to perform a “commercially useful function.”
 3. The following actions are prohibited: i) the non-LBE JV partner performing work for the Small and/or Micro-LBE JV partner; ii) leasing of equipment or property by the Small and/or Micro-LBE JV partner from the non-LBE JV partner; and iii) the hiring of the non-LBE JV partner’s employees by the Small and/or Micro-LBE JV partner.
 4. The Small and/or Micro-LBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV in direct proportion to its stated level of JV participation.
 5. The Small and/or Micro-LBE JV partner must perform work that is commensurate with its experience.
 6. A JV must submit an executed JV agreement and management plan detailing each JV partner’s responsibilities and tasks.
 7. A JV must obtain a Federal ID number for that entity.
 8. A JV must obtain a tax registration certificate from the City Tax Collectors Office for that entity.
- B. A prime association or partnership is considered the same as a joint venture and must comply with all the JV requirements stated above.
- C. The proposal items to be performed by the Small and/or Micro-LBE JV partner must be identified separately and all work must be accounted for, including subconsulting work.
- D. The cost of the work to be performed by the Small and/or Micro-LBE JV partners is to be calculated as a percentage of the work to be performed by the joint venture partners. The joint venture should deduct the amount of work to be performed by subconsultants from its total contract amount. This percentage is used to determine whether or not the joint venture is eligible for a rating bonus.

EXAMPLE:

Step 1. Calculate total JV partner work:

Total Contract Work	=	100%
Percentage of Total Contract Work Performed by Subconsultants	-	40%
Percentage of Total Contract Work Performed by JV partners	=	60%

Step 2. Calculate Small and/or Micro-LBE JV partner work:

Description of JV Partners’ Scopes of Work	A JV Partners’ Work as a % of the total contract	B % of Task by Non-LBE JV Partner	C % of Task by Small and/or Micro-LBE JV Partner
TASK 1	5%	3%	2%
TASK 2	20%	11%	9%
TASK 3	25%	12.5%	12.5%
TASK 4	10%	6%	4%
TOTAL JV Partner %	60%	32.5%	27.5%

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro- LBE JV %	27.5%	÷	Total JV %	60%	=	45.8%
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The Small and/or Micro-LBE JV partner’s participation is 45.8%. The JV is therefore eligible for a 7.5% rating bonus.

PART III SUBCONSULTANT PARTICIPATION

3.01 SUBCONSULTANT PARTICIPATION GOAL

NOTE: FOR PURPOSES OF THE LBE SUBCONSULTING REQUIREMENTS, “LBE” REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.

- A. All proposers shall achieve the LBE subconsultant participation goal and undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Ordinance to select subconsultants to meet the LBE subconsultant participation goal unless the proposer meets the good faith outreach exception in Section 14B.8.(B). See example in Section 1.02A.2. The LBE subconsultant participation goal can only be met with HRC certified Small and Micro-LBES.

For a directory of certified LBES, please go to:

http://sf-hrc.org/ftp/uploadedfiles/sfhumanrights/directory/vlistS_1.htm.

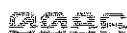
Proposals that do not meet the LBE subconsultant participation goal set under 14B.8(A) of the Ordinance will be rejected as non-responsive unless the HRC Director finds that the proposer diligently undertook good faith efforts required by the Ordinance and that the failure to meet the goal resulted from an excusable error.

- B. Proposers must identify on Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the HRC reasonably shall require to determine the responsiveness of the proposal.

The proposer must contact LBE subconsultants prior to listing them. LBES must be certified with HRC on the proposal due date to receive LBE subconsulting credit. Listing an LBE that is not certified at the date and time the proposal is due will result in the loss of credit for that LBE subconsultant and may result in a non-responsive proposal.

Additionally, subconsultants may be listed by more than one proposer.

- C. A subconsultant that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing an HRC denial or revocation at the date and time the proposal is due is not an LBE and cannot be counted as an LBE for purposes of achieving LBE subconsultant participation goal even if the firm is later certified or ultimately prevails in its appeal.
- D. HRC may require the successful proposer to submit performance reports on actual LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and HRC.
- E. Determination and calculation of LBE subconsultant participation:



1. The Small and/or Micro-LBE subconsultant shall be listed to perform a specific task(s), which is described in the RFP or RFQ.
2. If the Small and/or Micro-LBE subconsultant forms a joint venture with a non-LBE subconsultant, the Small and/or Micro-LBE subconsultant joint venture partner will be credited only for its portion of the work, as follows:

EXAMPLE:

If the total subcontract amount = \$ 1,000,000 of which \$510,000 is the Small and/or Micro-LBE JV subcontract amount and \$490,000 is the non-LBE subcontract amount, then \$510,000 is credited toward the LBE subconsultant participation goal.

3. All work done by lower-tier Small and/or Micro-LBE subconsultants will be credited toward meeting the goal.

EXAMPLE:

If the total subcontract amount = \$1,000,000, of which \$200,000 is the lower-tier Small and/or Micro-LBE subconsultant's portion, then \$200,000 is credited toward the LBE subconsultant participation goal.

4. If a Proposer owns or controls more than one business that is HRC certified as an Small and/or Micro-LBE, the proposer will not receive credit if it lists its other firms to meet the LBE subconsultant participation goal when submitting as a prime. In determining ownership of a business, a business owned by proposer's spouse or domestic partner shall be deemed to be owned by the proposer.
5. It is the responsibility of the proposer to verify the subconsultant's LBE certification status.
6. A Small and/or Micro-LBE subconsultant must be certified in the type of work that the Proposer lists the firm for on HRC Form 2A.
7. The Small and/or Micro-LBE subconsultant must be utilized on the contract to perform a commercially useful function. No credit will be given for a LBE that serves as a pass-through.
8. A Small and/or Micro-LBE Prime proposer must meet the LBE subconsultant participation goal. A Small and/or Micro LBE Prime proposer may not count its participation towards meeting the LBE subconsultant participation goal.
9. A Small and/or Micro-LBE Prime proposer may count its participation towards meeting the good faith outreach exception set forth in 14B.8(B).

F. Substitution, removal, or contract modification of LBE:

No LBE subconsultant listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior HRC approval. Additionally, no new subconsultants shall be added without prior HRC approval.

PART IV NON-DISCRIMINATION REQUIREMENTS

4.01 GENERAL

As a condition of contract award, Consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code.

4.02 NONDISCRIMINATION PROVISIONS

- A. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.
- B. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The Consultant, Contractor or Subconsultant/Subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Non-Compliance with Chapter 12B Prior to Contract Award

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract.

Prior to the award of any City contract, the HRC has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the HRC determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the HRC shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.

1. If the non-compliance cannot be resolved, the HRC shall submit to the consultant or subconsultant and the contract awarding authority a written Finding of Non-compliance.
2. The HRC shall give the consultant or subconsultant an opportunity to appeal the Finding.
3. The HRC may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the contract-awarding agency.

D. Complaints of Discrimination after Contract Award

1. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with the HRC Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.
2. A finding of discrimination may result in imposition of appropriate sanctions, including:
 - a. There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.

- b. The contract may be canceled, terminated or suspended in part by the contract awarding authority.
- c. The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

FORM 2A: HRC CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only HRC certified Small and/or Micro-LBEs can be used to meet the LBE subconsultant participation goal unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation goal. A Small and/or Micro- LBE Prime proposer/JV with LBE participation must meet the LBE subconsultant goal. A Small and/or Micro-LBE Prime proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation goal. Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

Contract:		RATING BONUS	
		<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
Firm:		<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Contact Person:		<input type="checkbox"/> No Rating Bonus Requested	
Address:		LBE Goal %	
City/ZIP			
Phone			

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

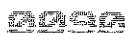
TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK
			%			%
			%			%
			%			%
			%			%
			Total % of Work: 100%	Total LBE Subconsulting%		%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): _____ **Date:** _____

Print Name and Title: _____

** MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See HRC website http://sf-hrc.org/ftp/uploadedfiles/sfhumanrights/directory/vlistS_1.htm for each firm's status.



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the HRC LBE website at http://sf-hrc.org/ftp/uploadedfiles/sfhumanrights/directory/vlistS_1.htm. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FORM 2B: “GOOD FAITH OUTREACH” REQUIREMENTS FORM

This “Good Faith Outreach” form, along with the required supporting documentation must be completed and submitted per the instructions in this form **EVEN IF** the LBE subconsulting participation goal has been met (*Section 14B.8 of the San Francisco Administrative Code*). Proposers may obtain a list of certified LBEs from the HRC website: <http://mission.sfgov.org/hrc%5Fcertification/>

SECTION A

Under Section 14B.8(B) of the Administrative Code, the good faith outreach exception states that if a proposer demonstrates total LBE participation that exceeds by 35% the established LBE subconsultant participation goal for the project, the proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith outreach efforts. Note that a Small or Micro-LBE prime proposer may count its own Contract Work toward the 35% good faith outreach exception. Please see example in HRC Attachment 2, Section 1.02A.2.

Does your proposal demonstrate that you have exceeded the established LBE subconsultant participation goal by 35% or more in accordance with Section 14B.8(B)? YES* NO

If the answer is yes, please check "YES", above, and complete Section C (if applicable) and Section D of this Form. If the answer is no, please check "NO", above, and complete Sections B and D of this Form, and submit all required supporting documentation in accordance with the instructions in Section B.

* Note: An answer of "YES", above, is subject to verification by HRC. If the HRC determines that proposer did not exceed the LBE subconsultant participation goal by at least 35% and proposer either failed to undertake adequate good faith outreach efforts or failed to submit supporting documentation with its proposal as required by Section B, items 2 and 4, below, then proposer’s proposal shall be declared non-responsive and **AND INELIGIBLE FOR CONTRACT AWARD.**

NOTE: “LBE” REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.

SECTION B

All proposers that do not qualify for the good faith outreach exception set forth in Section 14B.8(B) of the Administrative Code must complete this Section B and submit supporting documentation as required.

A proposer must achieve at least 80 points, as determined by HRC, to be deemed compliant with the “good faith outreach” requirements. A proposer who fails to achieve at least 80 points will be declared non-responsive, and the proposal will be rejected. Please check yes or no for each item listed below.

<p>1. Did your firm attend the pre-proposal meeting scheduled by the City to inform all proposers of the LBE program requirements for this project? If the City does not hold a pre-proposal meeting, all proposers will receive 15 points.</p>	<p><input type="checkbox"/> Yes (15 Points)</p>	<p><input type="checkbox"/> No (O Points)</p>
<p>2. Did your firm advertise, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration’s website (http://mission.sfgov.org/OCABidPublication/)? If so, <u>please enclose a copy of the advertisement.</u> <i>The advertisement must provide LBEs with adequate information about the project.</i> If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, no advertisement is required, and all proposers will receive 10 points.</p>	<p><input type="checkbox"/> Yes (10 points)</p>	<p><input type="checkbox"/> No (O Points)</p>

<p>3. Did your firm identify and select work types (as categorized in HRC’s LBE Directory) to meet the LBE subconsultant participation goal? If so, please identify the work types below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)
<p>4. Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) for the identified work types (see #3 above), not less than 10 calendar days prior to the due date of the proposal? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made.</u> The purpose of contacting LBE firms is to provide notice of interest in proposing for this project.</p> <p>A proposer who contacts those LBE firms certified in the identified work types, not less than 10 calendar days prior to due date of the proposal, will receive up to 45 points. If a proposer does not comply with paragraphs a. & b. below, one point will be deducted for each LBE firm within each identified work type that is not contacted.</p> <p>a. If there are less than 25 firms within an identified work type, a proposer should contact all of them.</p> <p>b. If there are 25 or more firms within an identified work type, a proposer should notify at least 25 firms within such identified work type.</p> <p>If a proposer does not contact any LBE firms, the proposer will receive no points. When contacting LBEs, you should provide adequate information about the project. If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, the allocation of points above still applies, except that the proposer may contact those LBE firms certified in the identified work types less than 10 calendar days prior to the due date of the proposal.</p>	<input type="checkbox"/> Yes (Up to 45 points)	<input type="checkbox"/> No (0 Points)
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made.</u> If applicable, your follow-up contact with interested LBEs should provide information on the City’s bonding and financial assistance programs.</p> <p>For each interested LBE firm that the proposer does not follow-up with, a point will be deducted.</p> <p>A proposer who does not perform any follow-up contact with interested LBEs will receive no points.</p> <p>**"Interested LBE" shall mean an LBE firm that expresses interest in being a subconsultant to the proposer.</p>	<input type="checkbox"/> Yes (Up to 20 points)	<input type="checkbox"/> No (0 Points)
<p>6. A proposer shall submit the following documentation with this form:</p> <p>(1) Copies of all written proposals submitted, including those from non-LBEs;</p> <p>(2) If oral proposals were received, a list of all such proposals, including those from non-LBEs. The work type and dollar amounts for each such proposal must be specified; and</p> <p>(3) A full and complete statement of the reasons for selection of the subconsultants for each work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue.</p>		



SECTION C

If a Small or Micro-LBE prime proposer checks "YES" in Section A, above, and is relying on self-performed Contract Work to meet the 35% good faith efforts outreach exception, such Small or Micro-LBE prime proposer must indicate the total value of Contract Work that proposer will perform with its own forces in the space below:

 % of work

SECTION D

Contract Name: _____

Contract No.: _____

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

E-mail: _____

Date: _____

FORM 3: HRC NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the HRC with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Human Rights Commission shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____

FORM 4: HRC JOINT VENTURE FORM

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with an Small and/or Micro-LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

SECTION 1: GENERAL INFORMATION

1. Name of Contract or Project: _____

2. Name of all JV partners: (Check LBE if applicable)

	LBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- a. Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.
- b. Provide each Joint Venture partner’s specific duties and responsibilities (include organizational chart)
- c. Identify the Location of Joint Venture Office.
- d. Provide in detail how decision will be made for work distribution to Small and /or Micro-LBE subconsultants and/or vendors.
- e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of HRC Attachment 2 for an example.

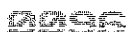
If the joint venture partners are dividing the work according to a different formula than that described below, please contact HRC staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with HRC regarding their joint venture prior to submitting their proposal.

The rating bonus is awarded based on the Small and/or Micro-LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%



Step 2. Calculate Small and/or Micro-LBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total project	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV %	%	%	%

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro-LBE JV Partner %		÷	Total JV %		=	%
---	--	---	------------	--	---	---

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

Owner/Authorized Representative (Signature)		Owner/Authorized Representative (Signature)	
Name and Title (Print)		Name and Title (Print)	
Firm Name		Firm Name	
Telephone	Date	Telephone	Date

FORM 5: HRC EMPLOYMENT FORM

This form is to be submitted with the proposal.

1. Indicate key personnel designated to work on this project for the entire project team (prime proposer, joint venture partners, subconsultants, and vendors).

The employees listed should include all those listed in other sections of the proposal.

NAME OF FIRM	NAME OF EMPLOYEE	PROJECT ROLE	RACE	SEX

Sign below including each joint venture partner.

 Owner/Authorized Representative (Signature)

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Name and Title (Print)

 Firm Name

 Firm Name

 Telephone Date

 Telephone Date



FORM 7: HRC PROGRESS PAYMENT FORM

To be completed by Consultant and submitted to the Contract Awarding Authority and HRC with its monthly progress payment application (transmit to the following):

TRANSMITTAL

TO: Project Manager/Designee COPY TO: HRC Contract Compliance Officer
Firm: _____ Date: _____

SECTION 1. Fill in all the blanks

Contract Number: _____ Contract Name: _____
Reporting Period From: _____ To: _____ Progress Payment No: _____

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

1. Original Contract Award Amount:	\$
2. Amount of Amendments and Modifications to Date:	\$
3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2):	\$
4. Sub-total Amount Invoiced this submittal period: Professional Fees	\$
5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses	\$
6. Gross Amount Invoiced this submittal period (Line 4 + Line 5):	\$
7. All Previous Gross Amounts Invoiced:	\$
8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7):	\$
9. Percent Completed (Line 8+ Line 3):	%

Consultant, including each joint venture partner, must sign this form.

Owner/Authorized Representative (Signature) _____

Name (Print)

Title (Print)

Firm Name

Telephone _____ Fax _____

Date

Owner/Authorized Representative (Signature) _____

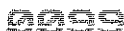
Name (Print)

Title (Print)

Firm Name

Telephone _____ Fax _____

Date



SECTION 2. For column "A", list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2nd and 3rd tier subconsultants. Make copies if more space is needed. Attach copies of all invoices from primes/subconsultants supporting the information tabulated for this progress payment.

- Notes: 1) ALL firms must be CONTINUOUSLY listed on column "A" regardless if a firm is not requesting payment and
 2) Failure to submit all required information may lead to partial withholding of progress or final payment.

Identify LBE Goal of this contract: %

A	B	C	D	E	F	G	H
Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBEs. Indicate if the firm is an LBE.	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).	Percent Complete to Date (G+E)
							%
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
Professional Fees							%
Reimbursable Expenses							%
CONTRACT TOTALS							%

FORM 9: HRC PAYMENT AFFIDAVIT

Consultant or Joint Venture partners must submit this form to the Contract Awarding Authority and HRC within ten (10) working days following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment of this reporting period and until completion of the contract.

TO: Project Manager/Designee

COPY TO: HRC Contract Compliance Officer

Firm: _____

Date: _____

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all subconsultants and vendors (including lower tiers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract Number: _____ Contract Name: _____

Contract Awarding Department: _____

Progress Payment No.: _____ Period Ending: _____

Amount Received: \$ _____ Date: _____ Warrant/Check No.: _____

Check box and sign below if there is no sub payment for this reporting period.

Subconsultant/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name (Print) Title

Name (Print) Title

Firm Name

Firm Name

Telephone Date

Telephone Date

FORM 8: HRC EXIT REPORT AND AFFIDAVIT

Prime Consultant must complete and sign this form (Sections 1 and 4) for each LBE subconsultant (incl. lower tier LBEs). All LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

TRANSMITTAL

TO: Project Manager/Designee COPY: HRC Contract Compliance Officer
FROM (Consultant): _____ Date Transmitted: _____

SECTION 1. Please check this box if there are no LBE subconsultants for this contract:

Reporting Date: _____ Contract Name: _____
Name of LBE: _____ Portion of Work (Trade): _____
Original LBE Contract Amount: \$ _____
Change Orders, Amendments, Modifications \$ _____
Final LBE Contract Amount: \$ _____
Amount of Progress Payments Paid to Date: \$ _____
Amount Owing including all Change Orders, Amendments and Modifications \$ _____

Explanation by Consultant if the final contract amount for this LBE is less than the original contract amount:

SECTION 2. Please check one:

- I did NOT subcontract out ANY portion of our work to another subcontractor.
 I DID subcontract out our work to:

Name of Firm: _____ Amount Subcontracted: \$ _____
Name of Firm: _____ Amount Subcontracted: \$ _____

SECTION 3.

To be signed by the LBE Subconsultant or vendor:

- I agree I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative (Signature) _____ Name and Title (Print) _____
Firm Name _____ Telephone _____ Date _____

SECTION 4.

If this form is submitted without the LBE's signature, the Prime must enclose verification of delivery of this form to the subconsultant.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date

FORM 10: HRC CONTRACT MODIFICATION FORM

Consultant must submit this form with the required supporting documentation when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders. This form must be completed prior to the approval of such amendments, modifications or change orders. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project/Contract Title: _____

Original Contract Amount: _____

Contract Amount as Modified to Date: _____

Amount of Current Modification Request: _____

REQUIRED ATTACHMENTS:

1. Revised Form 2A reflecting the new overall contract amounts for the prime consultant, joint venture partners, subconsultants, and vendors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A spreadsheet showing each firm’s participation for the overall contract, including each firm’s participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.

Owner/Authorized Representative (Signature)	Owner/Authorized Representative (Signature)				
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Name (Print)</td> <td style="width: 50%; text-align: center;">Title</td> </tr> </table>	Name (Print)	Title	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Name (Print)</td> <td style="width: 50%; text-align: center;">Title</td> </tr> </table>	Name (Print)	Title
Name (Print)	Title				
Name (Print)	Title				
Firm Name	Firm Name				
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Telephone</td> <td style="width: 50%; text-align: center;">Date</td> </tr> </table>	Telephone	Date	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Telephone</td> <td style="width: 50%; text-align: center;">Date</td> </tr> </table>	Telephone	Date
Telephone	Date				
Telephone	Date				



**Appendix C – Sample Software License Agreement
RFP 92000
Cloud-based e-Procurement System**

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

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

[insert name of contractor]

This agreement (the “Agreement”) is made this _____ day of _____, 20____, in the City and County of San Francisco, State of California, by and between: [insert name and address of Contractor], 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, hereinafter referred to as “Purchasing.”

Recitals

WHEREAS, the [insert name of the department] wishes to license certain software from Contractor; and,

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

Now, THEREFORE, the parties agree as follows:

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

Acceptance

Notice from the City to Contractor that the Licensed Software meets the specifications contained in the Documentation. City’s Acceptance of the Licensed Software shall be governed by the procedures set forth in Section 7.

Agreement

This document and any attached appendices and exhibits, including any future written and executed amendments.



**Appendix C – Sample Software License Agreement
RFP 92000
Cloud-based e-Procurement System**

Authorization; Authorization document	This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by [insert name of the department] and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof.
Designated CPU	Any central processing unit or attached processor complex, including its peripheral units, described in the Authorization Document. The Authorization Document may designate more than one CPU.
Designated site	The facility or facilities specified in Appendix A, attached hereto and incorporated by reference as though fully set forth herein, or any other facility as the parties may designate from time to time in writing, where the Designated CPU is located.
Documentation	The technical publications relating to the use of the Licensed Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.
Licensed software	One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.
Object code	Machine readable compiled form of Licensed Software provided by Contractor.
Source code	The human readable compliant form of the Licensed Software to be provided by Contractor.



**Appendix C – Sample Software License Agreement
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Cloud-based e-Procurement System**

Specifications The functional and operational characteristics of the Licensed Software as described in Contractor’s current published product descriptions and technical manuals

Whenever the words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood as the direction, requirement, or permission of the **[insert name of the department]**. The words “sufficient,” “necessary,” or “proper,” and the like, mean sufficient, necessary or proper in the judgment of the **[insert name of the department]**, unless otherwise indicated by the context.

2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will 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 of this Agreement.

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

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

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

5. License

a. Grant of License. Subject to the terms and conditions of this Agreement, Contractor grants City a non-exclusive and non-transferable **[specify perpetual or limited term]** license to use the Licensed Software. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.

Contractor agrees that in the event it discontinues its obligations under the terms of this Agreement, except as expressly provided for in Section 30(Termination), or ceases to market and/or provide maintenance and support for the Licensed Software, and there is no successor in interest by merger, operation of law, assignment, purchase, or otherwise, it will provide City,



Appendix C – Sample Software License Agreement RFP 92000 Cloud-based e-Procurement System

without charge, one (1) copy of the then-current Source Code for all of the programs and all supporting Documentation for the Licensed Software then operating and installed at City's locations. If City should obtain the Source Code and the Documentation pursuant to this section, the only use made of the Source Code and the Documentation will be for the proper maintenance of the Licensed Software in connection with City's use of the Licensed Software as provided for, and limited by, the provisions of this Agreement.

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

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

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

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

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

e. **Documentation.** Contractor shall provide City with the Licensed Software specified in the Authorization Document, and a minimum of two copies of the Documentation per



Appendix C – Sample Software License Agreement RFP 92000 Cloud-based e-Procurement System

installation. Contractor grants to City permission to duplicate all printed Documentation for City's internal use.

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

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

6. Delivery

a. **Delivery.** One copy of each of the Licensed Software products in computer readable form shall be shipped to the City not later than [insert date, or the date specified in Appendix A]. Program storage media (magnetic tapes, disks and the like) and shipping shall be provided at no charge by Contractor.

b. **Installation.** Contractor shall install the programs by [insert date].

c. **Risk of Loss.** If any of the Licensed Software products are lost or damaged during shipment or before installation is completed, Contractor shall promptly replace such products, including the replacement of program storage media if necessary, at no additional charge to the City. If any of the Licensed Software products are lost or damaged while in the possession of the City, Contractor will promptly replace such products without charge, except for program storage media, unless supplied by the City.

7. **Acceptance Testing.** After Contractor has installed the Licensed Software, the City shall have a period of [insert number] days ("Acceptance Testing Period") from the date of installation to verify that the Licensed software substantially performs to the specifications contained in the Documentation. In the event that the City determines that the Licensed Software does not meet such specifications, the City shall notify the Contractor in writing, and Contractor shall modify or correct the Licensed Software so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which City provides Contractor with written notice of satisfactory completion of Acceptance testing. If City notifies Contractor after the Acceptance Testing Period that the Licensed Software does not meet the Acceptance criteria of this section, then City shall be entitled to terminate this License in accordance with the procedures specified in Section 30(b) herein, and shall be entitled to a full refund of the license fee.

8. **Training.** Contractor will provide up to [insert number] days of training in the use and operation of the Licensed Software at [specify location for training, probably City's or contractor's premises]. Upon request by the City, Contractor will provide additional training at its current best government rates.

9. **Contractor's Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy



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RFP 92000
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available to City, this Contract may be terminated by City upon ten days written notice. Such termination does not waive any other legal remedies available to City.

10. Maintenance and Support

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

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

c. **Charges**

1) **Limited Term License.** When the license term specified in the Authorization Document is less than perpetual, all charges for maintenance and support are included in the periodic license or rental fee.

2) **Perpetual License.** Where the license term specified in the Authorization Document is perpetual, all charges for maintenance and support are as follows:

(a) **Periodic Payment License.** If the license fee specified in the Authorization Document is payable in periodic payments, there will be no additional charge for maintenance and support during the period for which such periodic payments are payable or the first year of the term, whichever is longer.

(b) **Lump Sum Payment Licenses.** If the license fee specified in the Authorization Document is payable in one lump sum, there will be no additional charge for the maintenance and support during the first year of the term.



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d. **Charges for Subsequent Years.** For each year after the period for which periodic payments are payable, or each year after the first year of the lump sum payment license, as the case may be, Contractor will continue to provide City with the maintenance and support services as described in subsection A above, provided City issues a purchase order or modification to this License Agreement and pays Contractor in advance the annual maintenance and support charges then in effect. If there is an increase in annual maintenance and support charges, Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the applicable maintenance period. Annual maintenance and support charges shall not increase more than [insert percentage] % of the rate of the year immediately prior to such increase. Contractor will make maintenance and support services available to City for a minimum of [insert number] years.

11. Warranties: Right to Grant License. Contractor hereby warrants that it has title to and/or the authority to grant a license of the Licensed Software to the City.

12. Warranties: Conformity to Specifications. Contractor warrants that when the Licensed Software specified in the Authorization Document and all updates and improvements to the Licensed Software are delivered to City, they will be free from defects as to design, material, and workmanship and will perform on the Designated CPU in accordance with the Contractor's published specifications for the Licensed Software for a period of [insert number] days from City's Acceptance of such Licensed Software.

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

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



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

14. Payment. Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed [give dollar amount in number and words – no pennies and no “.00”]. The breakdown of costs associated with this Agreement is provided for in Appendix A. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software, [insert “and services” if appropriate] required under this Agreement are received from Contractor and approved by [insert name of department] as being in accordance with this Agreement.

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

15. 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 City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. 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.

16. Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique identifying 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.”



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

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

19. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. Software, 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.

20. 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.

21. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to Contractor, its employees, City employees or third parties, or to property belonging to any of the above.

22. 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



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

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

23. 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



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

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

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

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

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

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

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

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

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

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



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

j. (Reserved)

k. Any of the terms of conditions of this Section 23 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.

24. Indemnification and General Liability. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and in 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.

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

26. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 14 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.

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



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

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

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

29. 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.

30. Termination

a. **Basis for Termination by Contractor.** Contractor shall have the right to terminate this Agreement if City is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of ninety days after the last day payment is due; provided, however, that written notice is given to City by Contractor of the expiration date of the ninety-day delinquency period at least ten days prior to the expiration date or, to terminate this Agreement if City commits any other breach of this Agreement and fails to remedy such breach within thirty days after receipt of written notice by Contractor of such breach.

b. **Basis for Termination by City.** City shall have the right, without further obligation or liability to Contractor (except as specified in Sections 29 (Protection of Private Information) and 30(c) (Disposition of Licensed Software on Termination) hereof): (i) to immediately



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terminate this Agreement or the applicable Authorization Document if Contractor commits any breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City in the same manner as for the removal of the Licensed Software due to infringement under Section 13; or (ii) to terminate this Agreement or the applicable Authorization Document upon ninety (90) days prior written notice for any reason if the license granted hereunder is for any term other than perpetual. In the event the license granted is perpetual, termination of this Agreement or the applicable Authorization Document by City shall be effective upon receipt by Contractor of written notice of said termination.

c. **Disposition of Licensed Software on Termination.** Upon the expiration or termination of this Agreement or an applicable Authorization Document for any reason other than as provided for in Section 5(a) (Grant of License), City shall immediately: (i) return the Licensed Software to Contractor together with all Documentation; (ii) purge all copies of the Licensed Software or any portion thereof from all CPU's and from any computer storage medium or device on which City has placed or permitted others to place the Licensed Software; and (iii) give Contractor written certification that through its best efforts and to the best of its knowledge, City has complied with all of its obligations under Section 30(c).

d. **Survival.** This section and the following sections of this Agreement shall survive termination of expiration of this Agreement:

13. Infringement Indemnification.	27 Nondisclosure.
17 Submitting False Claims; Monetary Penalties.	28 Proprietary or Confidential Information of City
18 Taxes	29 Protection of Private Information.
19 Payment Does Not Imply Acceptance of Work.	39 Non-Waiver of Rights.
21 Responsibility for Equipment	40 Modification of Agreement
22 Independent Contractor; Payment of Taxes and Other Expenses	41 Administrative Remedy for Agreement Interpretation
23 Insurance	42 Agreement Made in California; Venue.
24 Indemnification and General Liability.	43 Construction
25 Incidental and Consequential Damages.	44 Entire Agreement
26 Liability of City.	

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

To City: [name and title of department contact person]
 [name of department]
 [mailing address]
 [e-mail address; fax number is optional]



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To Contractor: [name of contractor]
[mailing address]
[e-mail address; fax number is optional]

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

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

33. 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.

34. 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.

35. 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.

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



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37. 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.

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

39. 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.

40. 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.

41. 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.



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- 42. 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.
- 43. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 44. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.
- 45. 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.
- 46. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.



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47. Food Service Waste Reduction Requirements. 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 \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$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.

48. 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.



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

CITY

CONTRACTOR

Recommended by:

[company name]

[name]
[title]
[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: _____
[name of Deputy City Attorney]
Deputy City Attorney

Approved:

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

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

City vendor number: [vendor number]

Appendices

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



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

Designated CPU(s):

OR

Designated Site(s):

Other license restrictions:

City's Right to Access to Source Code:

Delivery:

Calculation of Charges:



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**Appendix C
Insurance Waiver**

Insurance Requirements

Contractor/Vendor:

The City and County of San Francisco would like to direct your attention to the City's insurance requirements, which have proved confusing to some bidders in the past.

We have enclosed a sample of the Certificate of Insurance and Additional Insured Endorsements. These are standard insurance industry forms, and your broker should be aware of them. The successful bidder must submit the Certificate of Insurance and Additional Insured Endorsements with the required insurance coverages prior to receiving an order/contract agreement.

Please review these forms and the insurance portion of the bid document with your insurance broker for assurance that the mandatory types and limits of insurance coverages are available or already in place. If you are the successful bidder, you must provide evidence of insurance within an allotted time. If you fail to provide the Certificate of Insurance and Additional Insured Endorsements, your bid may be disqualified.

Please note that the attached Certificate reflects the standard types and limits of insurance the City requires **most often**, the requirements of each proposal **may differ**, in which case the proposal's specific requirements shall prevail. Please be certain you and your insurance broker review the insurance requirements of the proposal carefully.

If you and/or your broker have any questions concerning our insurance requirements, please call the contact person in charge of this bid/RFP.

NOTE: Additional Insured Endorsement must be issued by the insurance carrier.

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PERSONAL SERVICES CONTRACT SUMMARY

DATE: 05/31/2013

DEPARTMENT NAME: Adult Probation Department DEPARTMENT NUMBER 13

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

TYPE OF REQUEST: [] INITIAL REQUEST [x] MODIFICATION (PSC# 4050 10/11)

TYPE OF SERVICE: Purchase, installation and training of COMPAS copyrighted software program

FUNDING SOURCE: Federal JAG Stimulus Grant and General Funds (JUSTIS) and State Realignment Funds

Table with 2 columns: Amount and PSC Duration. Rows include Original Amount (\$474,000), Mod 1 Amount (\$235,000), Mod 2 Amount (\$290,300), Total Amount (\$999,300) and corresponding PSC Durations from 2010 to 2016.

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Adult Probation Department (APD) must include software license and maintenance fees to the Agreement with Northpointe, Inc. to develop the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS).

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

Software license fees are required in order to continue to access COMPAS System. If approval is denied, APD will not be able to use a number of software associated with COMPAS.

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):

Through this PSC approved authority.

D. Will the contract(s) be renewed:

Yes, only acquired software licenses will be renewed in the future.

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

Form for Union Notification with fields for Union Name, Signature, and Date. Includes handwritten entries for Local 21, a signature, and dates 05/31/2013 and 5/28/2013.

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4050-10/11
STAFF ANALYSIS/RECOMMENDATION: Approved W 5/31/2013

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

None. The modification request is to cover software license fees.

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

None.

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

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The modification request is to cover software license fees.

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

No. The modification request is to cover software license fees.

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 checked="" type="checkbox"/>	<input type="checkbox"/>
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California Senate Bill 678 (2009) mandates the use of evidence based practices in community corrections. Including automated supervision tools.

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Federal Justice Assistance Grant (JAG) Stimulus Grant, General Funds (JUSTIS,) and State Realignment Funds.

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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However, the Superior Court will also benefit from contracted services.

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

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

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



Signature of Departmental Personal Services Contract Coordinator

Diane Lim

Print or Type Name

415-553-1058

Telephone Number

880 Bryant Street Room 200

San Francisco, CA 94103

Address

Union Notification(s)
◆ Local 21

Dang, Leorah

From: Veronica.Martinez@sfgov.org
Sent: Tuesday, May 28, 2013 4:32 PM
To: L21PSCReview@ifpte21.org
Cc: DHR-PSCCoordinator, DHR; Lim, Diane
Subject: Fw: PSC 4050 10-11 Mod 2 request
Attachments: PSC 4050 10-11 Mod 2 Request.pdf

Dear Union Representative,

Please find attached APD's mod 2 request for PSC 4050 10-11.

Please let me know if you have any comments or questions.

Best,

Verónica Martínez
Contracts Coordinator
Finance and Administrative Services Division
Adult Probation Department
Hall of Justice
850 Bryant Street, Room 200 (Main Entrance)
880 Bryant Street, Room 200 (Mailing Address)
San Francisco, CA 94103
(415) 553-9250
veronica.martinez@sfgov.org

For information about Citywide reentry efforts, please see the websites of the [Reentry Council](#) and the [Community Corrections Partnership](#)

Prior Notice of Civil Service Commission Action - Original - Current
Prior Administrative Approval PSC Mod #1 - Current

PSC #4050-10/11

Original



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

November 18, 2010

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4050-10/11
THROUGH 4052-10/11.

At its meeting of November 15, 2010 the Civil Service Commission had for its consideration the above matter.

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

It was the decision of the Commission to adopt the report; approve request for all remaining proposed personal services contracts. Notify the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Jacquie Hale, Department of Public Health
- Naomi Kelly, Office of Contract Administration
- Diane Lim, Adult Probation Department
- Sean McFadden, Recreation & Parks
- Ben Rosenfield, Controller
- Commission File
- Chron

E. DENNIS NORMANDY
PRESIDENT

DONALD A. CASPER
VICE PRESIDENT

MORGAN R. GORRONO
COMMISSIONER

LISA SEITZ GRUWELL
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

POSTIN OR
11/15/2010

PROPOSED PERSONAL SERVICES CONTRACTS
Regular, Continuing, Annual

Dept No. Dept Name
13 Adult Probation

Approval Contract
Type Amount

Description of Work

Start Date - End Date

Regular \$474,000 The San Francisco Adult Probation Department (APD) will procure a COMPAS copyrighted software program from NorthPoint Institute for Public Management, Inc. for implementing a Risk/Needs Assessment and Case Management consolidated software business solution that meets APD's workflow and data information needs which includes a JUSTIS interface and Supervise Release File functionality.

9/30/2010 - 09/29/2013

Regular \$150,000

The contractor will identify and develop an implementation plan for transition from the CCSF's current system of record for Health Care Coverage Initiative (HCCI) participants to the State's Medi-Cal Eligibility Data System (MEDS) application. The HCCI is part of California's 1115 Medicaid Demonstration Project Waiver. The 1115 waiver is granted to states by the Federal government to permit states to test policy innovations that may aid the Medicaid program. The State's 1115 Waiver specifies that the system of record for HCCI participants must be MEDS or an interface with MEDS. The contractor will facilitate a process and provide project management activities that will support the following specific deliverables: 1) analyzing the CCSF's current system of record, 2) conducting an assessment of possible efficiency and resource requirements associated with each possible option, 4) producing an implementation plan/guide and 5) disseminating learnings from this project to other existing HCCI counties, the State, and other interested parties.

11/15/2010 - 12/31/2011

Regular \$700,000

The Recreation and Park Department is seeking the services of construction management team to oversee the improvements to the Marina Yacht Harbor, West Basin, which RPD intends will be performed under separate contract by a design-builder. The CM consultant shall be tasked with providing construction management and inspection services, providing cost estimating and scheduling services, performing hydrographic surveying and dredge validation, and reviewing and tracking of the work for compliance with permit and environmental requirements during the design/build process.

1/1/2011 - 12/31/2013

051-10/11 81 Public Health

052-10/11 42 Recreation & Park Commission

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 9/21/10

DEPARTMENT NAME: Adult Probation Department DEPARTMENT NUMBER 13

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

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

TYPE OF SERVICE: Purchase, installation and training of COMPAS copyrighted software program

FUNDING SOURCE: Federal JAG Stimulus Grant and General Funds (JUSTIS)

PSC AMOUNT: \$474,000.00 PSC DURATION: September 30, 2010 to September 29, 2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The San Francisco Adult Probation Department (APD) will procure a COMPAS copyrighted software program from NorthPointe Institute for Public Management, Inc. for implementing a Risk/Needs Assessment and Case Management consolidated software business solution that meets APD's workflow and data information needs which includes a JUSTIS interface and Supervisor Release File functionality.

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

APD's current data collection infrastructure (OTAG and CAIS applications) does not meet its business needs nor allow the collection of required data to comply with the California Community Corrections Performance Incentives Act of 2009/Senate Bill 578 and the Administrative Office of the Courts' CALRAPP programs which are "mission critical" for the Department. NorthPointe's COMPAS is the application that meets APD's current and future business needs within the Department's required timeline.

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 service is currently provided by OTAG and CAIS with two separate contracts for the software.

D. Will the contract(s) be renewed? Yes, only the software license will be renewed in the future.

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

Local 21 Union Name Signature of person mailing/faxing form 9/21/10 Date
Union Name Signature of person mailing/faxing form Date
RFP sent to Union Name, on Date Signature

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

PSC# 4050 -10/11 STAFF ANALYSIS/RECOMMENDATION:

ISEP 21 2010

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

City and County of San Francisco

Department of Human Resources

No other vendor could reach the same level of competence as COMPAS is copyrighted software and under contract to California Department of Corrections and Rehabilitation (CDCR) to provide Risk and Needs Assessment software for the next two years. COMPAS has 600,000 completed risk and needs assessments which APD and other criminal justice agencies will have access to.

B. Which, if any, civil service class normally performs this work?
None.

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:
COMPAS is proprietary software that only NorthPointe has the expertise in installing and configuring it. After NorthPointe installs and configures the COMPAS software, the company will provide training to the City employees for further day-to-day operation.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. The installation of the COMPAS proprietary software is a one-time project. This software is copyrighted and cannot be installed by Civil Service Personnel without violating the copyright.

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

- Describe the training and indicate approximate number of hours. NorthPointe will provide User and Operation/Administration manuals and conducts 6 training sessions (3 for users and 2 for System Administrators).
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. Adult Probation Officers (including Supervisors and Division Directors) and IS System Administrators. Approximately 100 employees will receive the training on using the software and 2 on using and administering it.

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

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

Senate Bill 678 mandates the use of a risk/needs assessment which is the software that is being contracted for.

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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E. Has a board or commission determined that contracting is the most effective way to provide this service?

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

However, the Superior Court will also be using the contracted risk and needs assessment software.

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

Diane Lim
Print or Type Name

(415) 553-1058
Telephone Number

880 Bryant Street, Room 200
San Francisco, CA 94103
Address

0002

FSC FORM 1 (9/96)

Mod 1

City and County of San Francisco

Adult Probation Department
Hall of Justice



Protecting the Community, Serving Justice and
Changing Lives

WENDY S. STILL
Chief Adult Probation Officer

To: Leorah Dang, DHR PSC Coordinator
Department of Human Resources (Dept. #33)
From: Diane Lim, PSC Coordinator
Director of Finance and Administrative Services
Adult Probation Department (Dept. #13)
Date: April 18, 2013
Subject: (50% or Less in Amount and Duration) PSC No 4050-10/11
DHR Approval Date: November 15, 2010

Approval Date: 11/15/2010 W

Regarding:

Purchase, installation and training of COMPAS copyrighted software program.

Description of Services:

The San Francisco Adult Probation Department (APD) procured COMPAS, a copyrighted software program from Northpointe, Inc. for implementing a Risk/Needs Assessment and Case Management consolidated software business solution that met APD's workflow and data information needs which includes a JUSTIS interface and Supervise Release File functionality.

Original Approved Amount:	\$474,000	Original Approved Duration:	09/30/2010-09/29/2013
Modification One Amount:	\$235,000	Modification One Duration:	09/30/2013-03/31/2015
Total Amount Modified:	\$709,000	Total Duration Modification:	09/30/2010-03/31/2015

Reason for Modification:

APD is implementing new and automated supervision and monitoring tools for its clients. This will allow APD to provide more effective supervision to people on probation. Integration of these new tools with COMPAS is imperative for successful and effective probation supervision. If approval is denied, APD will not be able to integrate all these tools into a centralized system. This will compromise supervision practices.

For questions or comments, please contact Verónica Martínez, Contracts Coordinator. Verónica can be reached at 415-553-9250 or veronica.martinez@sfgov.org

Attachments:

Copy of Original PCS Summary Request and CSC Notice of Action

DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approve Denial

Approval Date: 4/23/2013

By: [Signature]

Micki Callahan, Human Resources Director

LEORAH-DHR

APR 19 2013

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 5/28/2013 (Revised per DHR)

DEPARTMENT NAME: Public Health DEPARTMENT NUMBER 81

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

TYPE OF REQUEST: [] INITIAL REQUEST [X] MODIFICATION (PSC# 3082-11/12)

TYPE OF SERVICE: Audiology services for Laguna Honda Hospital (LHH)

FUNDING SOURCE: General Funds

Table with 4 columns: PSC AMOUNT, Modification Amount, Total Amount, PSC DURATION, PSC Duration, Total PSC Duration. Values include \$25,000, \$125,000, \$150,000, 7/1/2012 - 6/30/2013, etc.

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The Contractor will provide on-site at LHH approximately two hundred eighty-eight (288) hours per year of professional audiology services. The Contractor will also provide a minimum of one (1) seven-hour (7 hour) audiology clinic weekly in the Rehabilitation Department at Laguna Honda Hospital, within the hours 8:00a.m. - 5:00 p.m., excluding Saturdays and Sundays.

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

This services are necessary in order to continue to provide quality care for patients a Laguna Honda Hospital. If the services are denied, the residents of Laguna Honda Hospital will experience a significant degradation of their quality of life. In addition, routine audiological screening helps in the prevention and treatment of audiological problems.

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 performed under contract most recently under PSC approval 3082-1112.

D. Will the contract(s) be renewed: Yes.

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

IFPTE Local 21 Union Name, Signature of person mailing/faxing form: Jacquie Hale, Date: original 4/22/13, Revised MAY 28 2013

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3082-11/12 STAFF ANALYSIS/RECOMMENDATION: Approved W 5/30/2013

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor or its primary staff must have a master's degree (M.S./M.A.) in Audiology, and the following licenses: California State License for Audiologist, and / or a California Dispensing Audiologist or California State License for Hearing Aid Dispenser. In addition, the provider must have at least three to five years of experience providing geriatric audiology care, and must be a certified Medi-Cal provider.

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

2540 Audiologist

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 the proposed scope of the services is intermittent and as needed.

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

No. There already is an Audiology classification. The services needed at Laguna Honda Hospital require specialized experience in geriatric audiology care, are less than full time and intermittent.

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? No change in contractor.

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


Signature of Departmental Personal Services Contract Coordinator

Jacquie Hale
Print or Type Name

554-2609
Telephone Number

101 Grove St. Rm. 307
San Francisco, CA 94102
Address

Union Notification(s)
◆ Local 21

Robert
Longhitano/DPH/SFGOV
04/22/2013 11:24 AM

To L21PSCReview@ifpte21.org, sjenkins@ifpte21.org
cc Jacquie Hale/DPH/SFGOV@SFGOV
bcc
Subject Union Notification of PSC Summary to DHR

TO: Sharon Jenkins, IFPTE, Local 21 (via Email Only)
TO: Local 21pscreview (via Email Only)
FROM: Jacquie Hale, Director of Contract Management and Compliance
DATE: April 22, 2013
SUBJECT: Union Notification of PSC Summary to DHR

Attached is the following PSC request which will be submitted to the Department of Human Resources for review on May 22, 2013 for consideration at the June 17, 2013 Civil Service Commission Meeting.

1. *Audiology Services at Laguna Honda Hospital*

The PDF File for the item listed above is attached to this email.



Audiological Services LHH.pdf

This e-mail is not a secured data transmission for Protected Health Information (PHI) as defined by the Healthcare Portability and Accountability Act (HIPAA), and it is the responsibility of all parties involved to take all reasonable actions to protect this message from non-authorized disclosure. This e-mail is intended for the recipient only. If you receive this e-mail in error, you should notify the sender and destroy the e-mail immediately. Disclosure of the information contained herein could subject to discloser to civil or criminal penalties under state and federal privacy laws.

Dang, Leorah

From: Robert Longhitano <Robert.Longhitano@sfdph.org>
Sent: Thursday, May 30, 2013 9:41 AM
To: L21PSCReview@ifpte21.org; sjenkins@ifpte21.org
Cc: DHR-PSCCoordinator, DHR; Hale, Jacquie
Subject: Fw: Reg-Mod#1: Audiology Service for Laguna Honda Hospital (Dept 81) revised attached
Attachments: original_042213_AudiologicalServicesLHH.pdf; psc 1 revised.pdf

Attached is a revised request for a PSC1 and the original 4/22/2013 submission. The PSC was changed from a "New" request to a "Modification" of the current PSC 3082-11/12 at the request of DHR.

(See attached file: original_042213_AudiologicalServicesLHH.pdf)

This e-mail is not a secured data transmission for Protected Health Information (PHI) as defined by the Healthcare Portability and Accountability Act (HIPAA), and it is the responsibility of all parties involved to take all reasonable actions to protect this message from non-authorized disclosure. This e-mail is intended for the recipient only. If you receive this e-mail in error, you should notify the sender and destroy the e-mail immediately. Disclosure of the information contained herein could subject to disclosure to civil or criminal penalties under state and federal privacy laws.

Prior DHR Approved – Original - Current

PSC #3082-11/12

PERSONAL SERVICES CONTRACT SUMMARY

DATE: MAR 26 2012

DEPARTMENT NAME: Public Health DEPARTMENT NUMBER 81

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

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

TYPE OF SERVICE: Audiology services for residents of Laguna Honda Hospital

FUNDING SOURCE: General Funds

PSC AMOUNT: \$25,000 PSC DURATION: 7/1/2012 - 6/30/2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The Contractor will provide on-site at LHH approximately two hundred eighty-eight (288) hours per year of professional audiology services. The Contractor will also provide a minimum of one (1) seven-hour (7 hour) audiology clinic weekly in the Rehabilitation Department at Laguna Honda Hospital, within the hours 8:00a.m. - 5:00 p.m., excluding Saturdays and Sundays. Services shall include: audiology evaluation including speech reception testing, threshold and discrimination testing, pure tone audiometry with complete audiogram, audiometry screening, hearing aid evaluation, dispensing and repair of hearing aids, and hearing therapy

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

This services are necessary in order to continue to provide quality care for patients a Laguna Honda Hospital. If the services are denied, the residents of Laguna Honda Hospital will experience a significant degradation of their quality of life. In addition, routine audiological screening helps in the prevention and treatment of audiological problems.

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 performed under contract most recently under PSC approval 2012-04/05. 3018-10/11 omk

D. Will the contract(s) be renewed: Yes.

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

IFPTE Local 21 Union Name Jacquie Hale Signature of person mailing/faxing form MAR 26 2012 Date

Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3082-11/12

Approval Date: 4/4/12

Received 3/27/12 omk

By: [Signature] FOR Micki Callahan, Human Resources Director

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor or its primary staff must have a master's degree (M.S./M.A.) in Audiology, and the following licenses: California State License for Audiologist, and California State License for Hearing Aid Dispenser. In addition, the provider must have at least three to five years of experience providing geriatric audiology care, and must be a certified Medi-Cal provider.

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

2540 Audiologist

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 the proposed scope of the services is intermittent and as needed.

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

No. There already is an Audiology classification. Although DPH currently has one Audiologist in the Occupational Health Service at SFGH, services needed at Laguna Honda Hospital require specialized experience in geriatric audiology care, are less than full time and intermittent.

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? Yes

<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

Jacquie Hale

554-2609

Print or Type Name

Telephone Number

101 Grove St. Rm. 307
San Francisco, CA 94102

Address

PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 20, 2013

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# 4030-09/10)

TYPE OF SERVICE: As-Needed Design Services for Health Facilities

FUNDING SOURCE: Inter-Departmental Work Orders

Table with 4 columns: Amount, PSC Duration, and Total Amount/Duration. Rows include Original Amount (\$4,000,000), Modification #1 (\$495,000), Modification #2 (\$1,000,000), Modification #3 (\$4,000,000), and Total Amount (\$9,495,000).

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Provide design services involving renovation, relocation, adaptive re-use of existing facilities, installations of specialized medical equipment, modifications to life safety systems and other infrastructure, and new facilities; selected firms need to have extensive knowledge of, and experience with general acute care facilities under jurisdiction of the Office of Statewide Health and Planning (OSHPD). The department intends to award up to 4 contracts with an aggregate fee cap of \$4,000,000 and (individual fee cap \$1,000,000).

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 fashion it will significantly impact the Department of Public Health's ongoing operations and jeopardize the expenditure of annual and/or grant funding.

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#4030-09/10, approved on September 21, 2009, which provided services through 4 As-Needed Design Services for Health Facilities 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 Design Services for Health Facilities contracts remain open to complete projects in progress, PSC# 4030-09/10 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):

Form for Union Notification with fields for Union Name, Signature of person mailing/faxing form, and Date. Includes a section for RFP sent to on with fields for Union Name, Date, and Signature.

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4030-09/10 STAFF ANALYSIS/RECOMMENDATION: Approved W 5/30/2013

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

- Experience in acute care facilities under jurisdiction of OSHPD including operational requirements, practices/standards for basic inpatient services, supplementary services, specialty inpatient occupancies & support operations.
- Specific specialty expertise such as isolation wards/infectious disease, trauma/intensive care, radiology equipment/imaging suites, psychiatric care, fire/life safety code compliance for acute care (code certification) and emergency medical care.

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

The following civil service classes would normally perform design and consultation services for health care facilities except under conditions as described in 4A below: 5120 Architectural Administrator, 5211 Senior Architect, 5212 Principal Architect, 5260 Architectural Assistant I, 5261 Architectural Assistant II, 5265 Architectural Associate I, 5266 Architectural Associate II, and 5268 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.

Special services refers to projects such as the remodel and replacement of surgical lights in the delivery room, gamma cameras in nuclear medicine, replacement of MRI, CT scans, and digitized processors in the radiology department, X-ray room remodel in the Orthopedic Department, Infant Security Installation at Delivery and Infant Care Ward, automated medication dispenser in pharmacy, etc. These projects are driven by the replacement of aged equipment; associated with these are medical gas, special fire life safety requirements, licensing requirements, high to low-voltage power serving the equipment and peripheral components. Sometimes the design professionals need consultants to assist with their design, such as medical equipment specialists, physicists to design and certify radiation shielding, or special certification of equipment to sustain earthquakes. There is no set course of training in education. There are few architectural firms that specialize in hospital design. Their knowledge is accumulated through experience. Occasionally there are workshops, but most of them do not cover the depth. The BDC staff normally does not possess the necessary special knowledge. These projects normally don't happen frequently; equipment updating cycle is 15 to 20 years. The demand does not justify the need to hire permanent city staff with this kind of expertise.

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

No. The services are only going to be utilized on an as-needed basis.

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

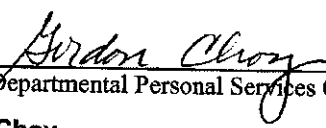
E. Has a board or commission determined that contracting is the most effective way to provide this service?

<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

Gordon Choy

Print or Type Name

(415) 554-6230

Telephone Number

1155 Market St. 4th Floor

San Francisco, CA 94103

Address

PERSONAL SERVICES CONTRACT AWARD NOTICE

Union Notification(s)
◆ Local 21

Dang, Leorah

From: Carlos, Carina <Carina.Carlos@sfdpw.org>
Sent: Monday, May 20, 2013 4:12 PM
To: DHR-PSCCoordinator, DHR
Cc: Wong, Tammy; Choy, Gordon; Kim, Sung; Dorian, Mark; Laue, Julia; 'L21PSCReview@ifpte21.org'; Ging Louie
Subject: As-Needed Design Services for Health Facilities (Dept# 90)
Attachments: PSC 4030-0910 Mod 3 - As-Needed Design Services for Health Facilities 5-20-13.PDF; PSC 4030-0910 Mod 3 - As-Needed Design Services for Health Facilities 5-20-13.docx; 4030-0910_DPW_AA_Mod2_08282012.pdf; DPW_4030-0910_AA_08012011.pdf; PSC 4030 Original - Design Svcs Health Facilities.pdf

Good afternoon,

Attached are documents related to Modification #3 to PSC# 4030-09/10 for As-Needed Design Services for Health Facilities:

1. PSC Modification #3 (in PDF format) dated 05/20/2013
2. PSC Modification #3 (in Word format) dated 05/20/2013
3. PSC Modification #2 (in PDF format) dated 8/20/2012
4. PSC Modification #1 (in PDF format) dated 7/27/2011
5. Original PSC# 4030-09/10 (in PDF format) dated 7/28/2009

It is our understanding that PSC modifications do not follow the 30-day advance union notification and this PSC Modification can be calendared for the June 17, 2013 CSC Meeting.

Thank you,



Carina Carlos
Contract Analyst

DPW | Department of Public Works
Business Services - Contract Administration Division
1155 Market Street, 4th Floor
San Francisco, CA 94103

Tel: (415) 554-6416 | Fax: (415) 554-6232
E-Mail: Carina.Carlos@sfdpw.org

Please note that DPW Contract Administration's new address above.

Prior Notice of Civil Service Commission Action - Original - Current
Prior Administrative Approval PSC Mod1 - Current
Prior Administrative Approval PSC Mod2 - Current

PSC #4030-09/10

Original



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
GAVIN NEWSOM
MAYOR

September 23, 2009

- MORGAN R. GORRONO
PRESIDENT
- E. DENNIS NORMANDY
VICE PRESIDENT
- JOY Y. BOATWRIGHT
COMMISSIONER
- DONALD A. CASPER
COMMISSIONER
- MARY Y. JUNG
COMMISSIONER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4030-09/10 THROUGH 4038-09/10; 4112-06/07; 4163-07/08 AND 4021-09/10.

At its meeting of September 21, 2009 the Civil Service Commission had for its consideration the above matter.

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

It was the decision of the Commission to approve the request for proposed personal services contracts. Notify the offices 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: Parveen Boparai, Municipal Transportation Agency
- Micki Callahan, Human Resources Director
- Luis Cancel, Arts Commission
- Gordon Choy, Department of Public Works
- Vivian Day, Department of Building Inspection
- Jessica Huey, Department of Human Resources
- Shamica Jackson, Public Utilities Commission
- Naomi Kelly, Office of Contract Administration
- Florence Kyaun, Public Utilities Commission
- Mary Ng, Department of Human Resources
- Esther Reyes, Controller's Office
- Brigette Rockett, Department of Human Resources
- Ben Rosenfield, Controller
- Tajel Shah, Treasurer/Tax Collector's Office
- Commission File
- Chron

POSTING FOR
September 21, 2009

PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4030-09/10	90	DPW-Bureau of Architecture	Regular	\$ 4,000,000	Will provide as-needed design services for Health Facilities involving renovation, adaptive re-use of existing facilities, installations of specialized medical equipment, modifications to life safety systems and other infrastructure, and facilities.	28-Apr-15
4031-09/10	90	Public Works	Regular	\$ 3,000,000	Will provide all necessary services required for a turnkey management solution for the following: procurement process for furniture, fixtures, and equipment (FF&E) for the San Francisco General Hospital-Rebuild Program.	31-Dec-16
4032-09/10	28	Arts Commission	Regular	\$ 306,000	Will conduct creative writing classes with youth in need at up to 10 sites in San Francisco. Artists-In-Residence will serve youth who may be educationally disadvantaged, recently immigrated, homeless, incarcerated or in crisis.	30-Jun-10
4033-09/10	40	San Francisco Public Utilities Commission	Regular	\$ 2,600,000	Will provide professional construction management services to oversee a Wastewater Enterprise construction project, the Sunnydale Sewer Auxiliary Tunnel, on behalf of the SFPUC.	01-Mar-12
4034-09/10	40	San Francisco Public Utilities Commission	Regular	\$ 400,000	Will provide at minimum, daily aerial patrol of Watershed lands during CALFIRE declared fire season to be coordinated by the respective parties' designated representatives.	01-Oct-17
4035-09/10	8	Treasurer and Tax Collector's Office	Regular	\$ 400,000	Will provide new payment processing system; licensing fees and annual software maintenance costs and professional services in custom programming, installation and training.	31-Dec-14
4036-09/10	35	San Francisco Municipal Transportation Agency	Regular	\$ 217,634	Will provide labor, materials, consumables and supervision to repair, restore and rebuild two accident damaged LRVs from SFMTA's fleet of 151 vehicles.	01-Nov-10
4037-09/10	19	Building Inspection	Regular	\$ 4,200,000	Will install, configure, customize, test, and train City staff on the design, configuration, implementation, maintenance, and operation of a new proprietary Permit and Project Tracking System (PPTS).	31-Dec-16
4038-09/10	9	Controller's Office	Regular	\$ 1,500,000	Will provide municipal financing advisory services to Office of Public Finance, Controller's Office, and other City department staff in the following areas: general obligation bonds, certificates of participation and lease revenue bonds.	18-Oct-14

PERSONAL SERVICES CONTRACT SUMMARY

DATE: July 23, 2009 (revised July 28, 2009)

DEPARTMENT NAME: DPW - Bureau of Architecture 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 Design Services for Health Facilities

FUNDING SOURCE: Inter-Departmental Work Orders

PSC AMOUNT: \$4,000,000 PSC DURATION: 10/28/09 - 4/28/15

RECEIVED BY DEPARTMENT OF HUMAN RESOURCES 2009 JUL 29 PM 2:09

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Provide design services involving renovation, relocation, adaptive re-use of existing facilities, installations of specialized medical equipment, modifications to life safety systems and other infrastructure, and new facilities; selected firms need to have extensive knowledge of, and experience with general acute care facilities under jurisdiction of the Office of Statewide Health and Planning (OSHDP). The department intends to award up to 4 contracts with an aggregate fee cap of \$4,000,000 and (individual fee cap \$1,000,000).

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 fashion it will significantly impact the Department of Public Health's ongoing operations and jeopardize the expenditure of annual and/or grant funding.

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 via PSC #4036-05/06, approved 10/17/2005.

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] Date 7/29/09

Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4030-09/10 STAFF ANALYSIS/RECOMMENDATION:

Reviewed 7/31/2009

CIVIL SERVICE COMMISSION ACTION:

09 JUL 29 PM 2:09

DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

- Experience in acute care facilities under jurisdiction of OSHPD including operational requirements, practices/standards for basic inpatient services, supplementary services, specialty inpatient occupancies & support operations.
- Specific specialty expertise such as isolation wards/infectious disease, trauma/intensive care, radiology equipment/imaging suites, psychiatric care, fire/life safety code compliance for acute care (code certification) and emergency medical care.

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

The following civil service classes would normally perform design and consultation services for health care facilities except under conditions as described in 4A below: 5120 Architectural Administrator, 5211 Senior Architect, 5212 Principal Architect, 5260 Architectural Assistant I, 5261 Architectural Assistant II, 5265 Architectural Associate I, 5266 Architectural Associate II, and 5268 Architect.

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

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:

- 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.

Special services refers to projects such as: remodel and replacement of surgical lights in delivery room; gamma cameras in nuclear medicine; replacement of MRI, CT scans, & digitized processors in radiology department; X-ray room remodel in Orthopedic department; Infant Security Installation at Delivery and Infant Care Ward; automated medication dispenser in pharmacy, etc. These projects are driven by the replacement of aging equipment; associated with these are medical gas, special fire life safety requirements, licensing requirements, high- to low-voltage power serving the equipment and peripheral components. There are only a handful of architectural firms that specialize in hospital design. The Bureau's staff normally does not possess the necessary special knowledge. These projects normally happen infrequently; equipment updating cycle is 15 to 20 years. The demand does not justify the need to hire permanent city staff with this kind of expertise.

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

10. The services are only going to be utilized on an as-needed basis.

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?

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--------------------------	-------------------------------------

- Describe the training and indicate approximate number of hours.
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D. Are there federal or state grant requirements regarding the use of contractual services?

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

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

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

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

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

Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

(415) 554-6230

Print or Type Name

Telephone Number

875 Stevenson Street, Room 420

San Francisco, CA 94103

Address

09 JUL 29 PM 2

Transmission Report

Date/Time
Local ID 1
Local ID 2

07-29-2009
415 554 6232

09:47:08 a.m.

Transmit Header Text
Local Name 1
Local Name 2

DPW

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Relekin, Director



(415) 554-6228
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 94103-0503
Gordon Choy, Division Manager

FAX

Date July 29, 2009

Number of pages including cover sheet 3

To: _____
Manager

Local 21

Phone _____
Fax Phone (415) 854-2166
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 PSC form.</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 Contract Manager.</p> <p>The Contract Manager is Roger Wong, and he may be reached at (415) 557-4656 for any additional questions.</p>				

09 JUL 29 PM 2:11

Total Pages Scanned : 3

Total Pages Confirmed : 3

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	661	415 864 2166	09:45:50 a.m. 07-29-2009	00:00:48	3/3	1	EC	HS	CP28800

Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
CP: Completed
FA: Fall

TU: Terminated by user
TS: Terminated by system
RP: Report

G3: Group 3
EC: Error Correct

Used 1

City and County of San Francisco

San Francisco Department of Public Works

Office of Financial Management and Administration

Division of Contract Administration

875 Stevenson Street, Room 420

San Francisco, CA 94103

(415) 554-6230 ■ www.sfdpw.org



Edwin M. Lee, Mayor
Edward D. Reiskin, Director



Gordon Choy, Division Manager

MEMORANDUM

July 27, 2011

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. 4030-09/10 Approved on: 9/21/2009

Description: As-Needed Design Services for Health Facilities

Original Approved Amount	\$4,000,000	Original Approved Duration	10/28/2009 – 4/28/2015
Modification Amount: 1	\$ 495,000	Modification of Duration	10/28/2009 – 08/05/2015
Total Modified Amount:	\$4,495,000	Total Modified Duration:	10/28/2009 – 08/05/2015

Reason for the modification: Increase in contract amount for work on the SFGH Elevator Modernization project, which is a critical life safety issue for the hospital.

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) 554-6230 if there are any questions.

Cc: Robert Nist, Project Controls and Services - Contract Manager
Tammy Wong, GSA Human Resources

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: 8/1/11

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



Mod 2

City and County of San Francisco

San Francisco Department of Public Works

Office of Financial Management and Administration

Division of Contract Administration

875 Stevenson Street, Room 420

San Francisco, CA 94103

(415) 554-6230 www.sfdpw.org



Edwin M. Lee, Mayor
Edward D. Reiskin, Director



Gordon Choy, Division Manager

MEMORANDUM

August 20, 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.

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Description: As-Needed Design Services for Health Facilities

Original Approved Amount	\$4,000,000	Original Approved Duration	10/28/2009 -- 4/28/2015
Modification #1 Amount:	\$ 495,000	Modification #1 Duration	10/28/2009 -- 08/05/2015
Modification #2 Amount:	\$ 1,000,000	Modification #2 Duration	10/28/2009 -- 08/05/2015
Total Modified Amount:	\$5,495,000	Total Modified Duration:	10/28/2009 -- 08/05/2015

Reason for the modification: Per the Client and DPW-BDC PM, the contracts awarded under PSC# 4030-09/10 for As-Needed Design Services for Health Facilities will be required to perform additional Contract Service Orders for the San Francisco General Hospital and will exceed the original approved amount.

Attachment: Copy of Approved PSC Summary
Copy of Approved PSC Modification #1

Thank you for your consideration in issuing an administrative decision on this PSC Modification. Please call me at (415) 554-6230 if there are any questions.

Cc: Robert Nist, Project Controls and Services - Contract Manager
Tammy Wong, GSA Human Resources

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: 8/28/2012

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



San Francisco Department of Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.