



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: June 2, 2014

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director

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

Subject: Personal Services Contracts Approval Request

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

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

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

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

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

Shamica Jackson
Stacey Lo
Public Utilities Commission
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San Francisco, CA 94102
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SL: (415) 554-1860

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Department of Technology
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San Francisco, CA 94103
(415) 581-4066

Sean McFadden
Recreation & Park Department
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San Francisco, CA 94117
(415) 831-2779

William Lee
Department of Emergency
Management
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San Francisco, CA 94102
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Merrick Pascual
Economic & Workforce Development
1 South Van Ness, 5th Floor
San Francisco, CA 94102
(415) 701-4811

Henry Gong
San Francisco Sheriff's Department
One Carlton B. Goodlett Place, Rm. 450
San Francisco, CA 94102
HG: (415) 554-7241

Cynthia Avakian
Airport Commission
Contracts Administration Unit
PO Box 8097
San Francisco, CA 94128
(650) 821-2014

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

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POSTING FOR

June 16, 2014 10
A,

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

Commission Hearing Date

2014-06-02

APPLY

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

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

TOTAL AMOUNT \$9,700,000

Posting for June 2, 2014

Proposed Personal Services Contract - Regular

Modification to Increase/Decrease Contract Amount/Duration

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

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

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

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

1. Description of Work

A. Scope of Work:

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49321 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

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

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

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

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

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

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

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

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

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

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

Receipt of Union Notification(s)
◆ Local 21

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

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

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

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

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

TO: field of the email to verify receipt. If you do not see all the unions you

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



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

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

MEMORANDUM

DATE: April 11, 2014

TO: San Francisco Civil Service Commission

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

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

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

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

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

Edwin M. Lee
Mayor

Vince Courtney
President

Ann Muller Caen
Vice President

Francesca Vietor
Commissioner

Anson Moran
Commissioner

Art Torres
Commissioner

Harlan L. Kelly, Jr.
General Manager



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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Radio and Microwave installation and configuration services

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

1. Description of Work

A. Scope of Work:

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45611 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Planning, design, engineering and technical support services to maintain the system. The work also involves installation and configuration of microwave radios and related communication equipment.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

This work is highly specilized and for an intermittent period.

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

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

YES NO

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

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

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

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



Receipt of Union Notification(s)
◆ Local 1021

Gines, Jolie

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

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

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

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

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

Gines, Jolie

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

Jolie,

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

Thanks,

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

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

FYI

Sent from my iPhone

Begin forwarded message:

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

Yes the Union will agree to the waiver.

Sent from my iPhone

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

Ben,

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

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

John

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

Department of Human Resources

<image003.png>

**Classification, Compensation and Collective Bargaining
Agreements
7362 Communications Systems Tech**

Description	7362 Communications Systems Tech
Collective Bargaining Agreement	SEIU 1021 Miscellaneous

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

Description	7368 Senior Comm Systems Technican
Collective Bargaining Agreement	SEIU 1021 Miscellaneous

Hi Shome,

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

*Thank You,
Jolie*

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

415 581 3974
415 581 3970 FAX

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

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

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

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

1. Description of Work

A. Scope of Work:

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

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44918 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

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

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

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

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

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

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

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

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

Address: 501 Stanyan Street San Francisco, CA 94117

Receipt of Union Notification(s)
◆ Local 21

Dang, Leorah (HRD)

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

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

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

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

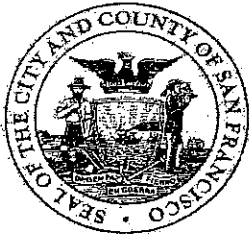
<http://apps.sfgov.org/dhrdrupal/node/1612> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected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

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

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

PSC # 4040-13/14



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

November 22, 2013

4046-13/14
similar

NOTICE OF CIVIL SERVICE COMMISSION ACTION

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

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

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

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

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

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

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

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON
Executive Officer

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

POSTING FO

11/18/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

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

4046-13/14
Similar

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: September 24, 2013 REVISED

DEPARTMENT NAME: Recreation & Park Department DEPARTMENT NUMBER 42

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

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

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

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

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

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

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

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

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

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

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

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

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

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

 Union Name Signature of person mailing/faxing form Date

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

 Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# _____
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

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

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

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

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

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

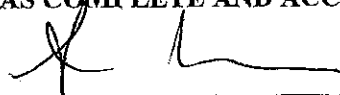
B. Would it be practical to adopt a new civil service class to perform this work? Explain.

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

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

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

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



Signature of Departmental Personal Services Contract Coordinator

Sean McFadden

(415) 831-2779

Print or Type Name

Telephone Number

501 Stanyan Street
San Francisco, CA 94117

Address

20a

Blank Page

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

Type of Request: [x] Initial [] Modification of an existing PSC (PSC # _____)

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

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

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

1. Description of Work

A. Scope of Work:

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

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43465 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Knowledge of the NICE Systems recording software and proprietary digital recording hardware.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The equipment and software is proprietary, so civil service class is relevant. Local 21 and SEIU staff manage the contractor and provide Tier 1 technical support, but cannot solely maintain the equipment.

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

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

YES **NO**

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

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

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

Address: 1011 Turk St San Francisco, CA 94102

Receipt of Union Notification(s)
◆ All Unions

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

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

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

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

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

Funding Source: 2012 Clean & Safe Neigh. Bond PSC Duration: 4 years 39 weeks

PSC Amount: \$1,000,000 PSC Est. Start Date: 06/01/2014 PSC Est. End Date: 03/01/2019

1. Description of Work

A. Scope of Work:

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

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47233 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

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

4. Why Classified Civil Service Cannot Perform

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

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

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

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

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

Address: 501 Stanyan Street San Francisco, CA 94117

Receipt of Union Notification(s)
◆ Local 21

Dang, Leorah (HRD)

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

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

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

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

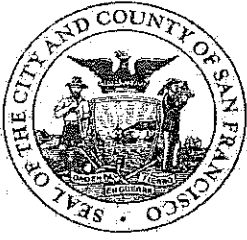
<http://apps.sfgov.org/dhrdrupal/node/1614> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected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

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

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

PSC # 4046-13/14



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

November 22, 2013

4046-13/14
similar

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

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

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

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

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

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

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

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

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON
Executive Officer

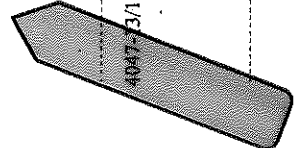
Cc: Parveen Boparai, Municipal Transportation Agency
Rachel Buerkle, Department of Environment
Micki Callahan, Department of Human Resources
Kendall Gary, Department of Technology
Shamica Jackson, Public Utilities Commission
Joan Lubamersky, General Services Agency
Allison Magee, Office of the Assessor-Recorder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

POSTING FO

11/18/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

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



4046-13/14
Similar

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: September 24, 2013

REVISED

DEPARTMENT NAME: Recreation & Park Department

DEPARTMENT NUMBER 42

TYPE OF APPROVAL: EXPEDITED

REGULAR (OMIT POSTING _____)

CONTINUING

ANNUAL

TYPE OF REQUEST:

INITIAL REQUEST

MODIFICATION (PSC# _____)

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

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

PSC AMOUNT: \$1,200,000

PSC DURATION: 10/31/2013 thru 10/20/2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

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

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

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

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

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

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

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

Local 21
Union Name

[Signature]
Signature of person mailing/faxing form

9/24/13
Date

Union Name

Signature of person mailing/faxing form

Date

RFP sent to Local 21, on _____
Union Name Date

8/21/13
Date

[Signature]
Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# _____
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

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

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

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

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

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

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

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

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

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

Sean McFadden

(415) 831-2779

Print or Type Name

Telephone Number

501 Stanyan Street
San Francisco, CA 94117

Address

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Automated Passport Control (APC) Kiosks

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

1. Description of Work

A. Scope of Work:

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48059 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

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

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

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

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

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

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

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

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

YES NO

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

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

Name: Cynthia Avakian

Phone: 650-821-2014

Email: cynthia.avakian@flysfo.com

Address: PO Box 8097

San Francisco, CA 94128

Receipt of Union Notification(s)

◆ Local 21

◆ Local 6

◆ MEA

Dang, Leorah (HRD)

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

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

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

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

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

Department's Letter of Explanation

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

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

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

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Modification
Personal Services Contracts

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT Dept. Code: ECN

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

Type of Approval: Expedited Regular (Omit Posting)

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

Funding Source: GF and Workforce Investment Act

PSC Original Approved Amount: <u>\$49,900</u>	PSC Original Approved Duration: <u>02/07/11 - 03/01/12 (1 year 3 week)</u>
PSC Mod#1 Amount: <u>\$135,000</u>	PSC Mod#1 Duration: <u>02/22/12-06/30/13 (1 year 17 weeks)</u>
PSC Mod#2 Amount: <u>\$92,400</u>	PSC Mod#2 Duration: <u>07/01/13-08/30/14 (1 year 8 weeks)</u>
PSC Mod#3 Amount: <u>\$462,000</u>	PSC Mod#3 Duration: <u>09/01/14-06/30/17 (2 years 43 weeks)</u>
PSC Mod#4 Amount: _____	PSC Mod#4 Duration: _____
PSC Cumulative Amount Proposed: <u>\$739,300</u>	PSC Cumulative Duration Proposed: <u>6 years 20 weeks</u>

1. Description of Work

A. Scope of Work:

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3048-10/11

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

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

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

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

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

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

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

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

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

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

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

Receipt of Union Notification(s)
◆ Local 21

Dang, Leorah (HRD)

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

PSC RECEIPT of Modification notification sent to Unions and DHR

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

After logging into the system please select link below:

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

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

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

Additional Attachment(s) of Explanation

◇ Section 1. Description of Work

1A: Scope of Work

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

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

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

CHAPTER 83: FIRST SOURCE HIRING PROGRAM

Sec. 83.1. Short Title.

Sec. 83.2. Findings.

Sec. 83.3. Purpose.

Sec. 83.4. Definitions.

Sec. 83.5. Scope.

Sec. 83.6. First Source Hiring Administration.

Sec. 83.7. Duties of City Departments.

Sec. 83.8. Workforce Development Advisory Committee.

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

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

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

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

Sec. 83.13. Records.

Sec. 83.14. General Exclusions and Limitations.

Sec. 83.15. Collective Bargaining Agreements.

Sec. 83.16. Severability.

Sec. 83.17. Limited to Promotion of General Welfare.

Sec. 83.18. Operative Date and Application.

SEC. 83.1. SHORT TITLE.

This Chapter shall be known as the "First Source Hiring Program."
(Added by Ord. 264-98, App. 8/21/98)

SEC. 83.2. FINDINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEC. 83.3. PURPOSE.

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

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

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

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

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

Three years after the effective date of this Chapter, the Board of Supervisors shall review the First Source Hiring Program to determine: (1) the number of entry level positions identified and acquired by qualified economically disadvantaged individuals; (2) whether participants in the Workforce Development System received appropriate and sufficient training; (3) whether the requirements of this Chapter are adequate to achieve the goals of the program; and (4) whether amendments and/or revisions of this Chapter are needed. (Added by Ord. 264-98, App. 8/21/98; amended by Ord. 250-04, File No. 041190, App. 10/14/2004)

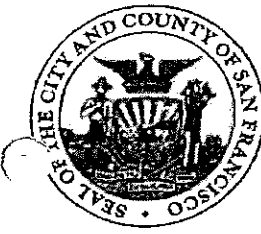
Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

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

PSC # 3048-10/11

3048-10/11
Mod 1



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
VICE PRESIDENT

SCOTT R. HELDFOND
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

March 8, 2012

NOTICE OF CIVIL SERVICE COMMISSION MEETING

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

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

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

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

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

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

POSTING FOR
3/19/2012

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

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

9554

3048-10/11
Mod #1

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 23, 2012

DEPARTMENT NAME: Economic and Workforce Development

DEPARTMENT NUMBER 21

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

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

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

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

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

DESCRIPTION OF WORK

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

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

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): Companies required to report entry level opening under FS faxed job descriptions for open positions to a single One Stop center which was responsible for matching appropriate workforce clients using paper resumes and client case notes. Very little coordination or sharing of job leads was done across the City's six centers. The City contracted this service last year and launched a pilot to use the service as described above with great success and would like to continue this relationship another year.

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

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

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

RFP sent to _____, on _____
Union Name Date Signature

3048-10/11 FOR DEPARTMENT OF HUMAN RESOURCES USE
STAFF ANALYSIS/RECOMMENDATION: Received 2/27/12
CIVIL SERVICE COMMISSION ACTION: [Signature]



CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

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

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

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

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

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

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

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

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

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

Contractor will train OEWD staff (2 - 9774; 1 -0922) on any updates and upgrades to the system

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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D. Are there federal or state grant requirements regarding the use of contractual services?

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

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

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

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

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

Signature of Departmental Personal Services Contract Coordinator

Merrick Pascual

415-701-5511

Print or Type Name

Telephone Number

1 South Van Ness Ave, 5th Floor

San Francisco, CA 94103

Address

3048-10/11
Mod # 2



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

MEMORANDUM

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

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

Reason for the modification:

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

Attachment: Copy of Approved PSC Summary

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: *WR* 5/10/2013

By: *fr* Micki Callahan, Human Resources Director



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF Dept. Code: SHF

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

Type of Approval: Expedited Regular (Omit Posting)

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

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

1. **Description of Work**

A. Scope of Work:

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

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 30933 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

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

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

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

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

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

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

YES NO

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

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

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

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

Receipt of Union Notification(s)
◆ Local 200

Gong, Henry (SHF)

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

PSC RECEIPT of Modification notification sent to Unions and DHR

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

After logging into the system please select link below:

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

Email sent to the following addresses: local200twu@sbcglobal.net

PSC #30933-13/14

Additional Information for 4A

3. CHARTER BUS REQUIREMENTS

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

Applicability to Contracts

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

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

Applicability to Micro-Purchases

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

Flow Down Requirements

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

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

Model Clause/Language

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

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

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

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

http://www.fta.dot.gov/12831_6195.html#BM3

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

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

PSC # 30933-13/14

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF -- SHF Dept. Code: SHF

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

Type of Approval: Expedited Regular (Omit Posting)

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

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

1. Description of Work

A. Scope of Work:

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

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 30933 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/18/2014

July 2013

3. Description of Required Skills/Expertise

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

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

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

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

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

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

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

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

ON 03/11/2014 BY:

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

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

Gong, Henry

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

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

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

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

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

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

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

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

Recitals

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

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

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

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

Now, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

10. Taxes

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

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

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

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

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

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

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

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

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

14. Independent Contractor; Payment of Taxes and Other Expenses

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

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

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

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

15. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Default; Remedies

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

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

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

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

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

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

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

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

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

21. Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

22. Rights and Duties upon Termination or Expiration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. Local Business Enterprise Utilization; Liquidated Damages

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

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

b. Compliance and Enforcement

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

34. Nondiscrimination; Penalties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

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

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

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

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

44. Requiring Health Benefits for Covered Employees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference.

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

b. First Source Hiring Agreement.

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

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

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

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

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

c. Hiring Decisions

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

d. Exceptions

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

e. Liquidated Damages.

Contractor agrees:

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

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

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

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

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

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

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

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

f. Subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

CITY

CONTRACTOR

Recommended by:

TRANSMETRO, INC.




Michael Hennessey
SHERIFF
San Francisco Sheriff's Department

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

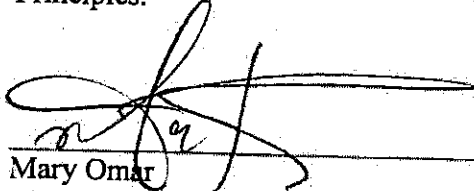
Approved as to Form:

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.

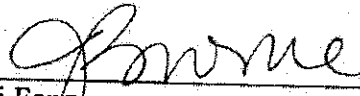
By: 

Sallie Gibson
Deputy City Attorney



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

Approved:



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

City vendor number: 82454

Appendices

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

Appendix A
Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

A. Minimum Contract Requirements

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

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

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

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

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

RECEIVED
PURCHASING DEPARTMENT

11 MAR 22 AM 8:30

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

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

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

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

B. Scope of Work

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

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

Van Shuttle Service Schedule

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

Shuttle Service Operation

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

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

Last Shuttle of the Day

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

Holidays

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

2. Reports

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

3. Department Liaison

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

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

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

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

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

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

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

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 03/03/14 - 06/30/16 (2 years 17 w

PSC Mod#1 Amount: \$300,000

PSC Mod#1 Duration: 03/03/14-12/31/16 (26 weeks 2 days)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$400,000

PSC Cumulative Duration Proposed: 2 years 43 weeks

1. Description of Work

A. Scope of Work:

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

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

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

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

Yes, PSC 31218-13/14

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31218 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

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

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

7318,7344,

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

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

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

No, as the work is periodic in nature.

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

YES NO

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

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

ON 04/29/14 BY:

Name: Cynthia Avakian

Phone: 650-821-2014

Email: cynthia.avakian@flysfso.com

Address: PO Box 8097

San Francisco, CA, 94128

Receipt of Union Notification(s)

◆ **Local 6**

◆ **Local 22**

Cynthia Avakian

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

Sean,

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

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

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

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

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

PSC RECEIPT of Modification notification sent to Unions and DHR

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

After logging into the system please select link below:

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

Email sent to the following addresses: khughes@ibew6.org

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

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

PSC # 31218-13/14

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

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

Funding Source: Airport Operating Funds PSC Duration: 2 years 17 weeks
PSC Amount: \$100,000 PSC Est. Start Date: 03/03/2014 PSC Est. End Date: 06/30/2016

1. Description of Work

A. Scope of Work:

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

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

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

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

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

2. Union Notification: On 01/06/2014, the Department notified the following employee organizations of this PSC/RFP request: Electrical Workers, Local 6, Carpenters, Local 22,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31218 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/22/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

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

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

7318,7344,

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

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

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

No, as the work is periodic in nature.

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

YES NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/17/2014 BY:

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

Address: PO Box 8097 San Francisco, CA, 94128

Dang, Leorah

From: Cynthia Avakian <Cynthia.Avakian@flysfo.com>
Sent: Monday, January 06, 2014 5:08 PM
To: smcgarry@nccrc.org
Cc: DHR-PSCCoordinator, DHR
Subject: FW: Receipt of Notification to Union for New Expedited PSC Request PSC # 31218 - 13/14

Sean,

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

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

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

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of cynthia.avakian@flysfo.com
Sent: Monday, January 06, 2014 5:02 PM
To: Cynthia Avakian; khughes@ibew6.org; Lisa Randall; Richard Isen; DHR-PSCCoordinator
Subject: Receipt of Notification to Union for New Expedited PSC Request PSC # 31218 - 13/14

RECEIPT for Union Notification for Expedited PSC 31218 - 13/14 less than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 31218 - 13/14 for \$100,000 for Initial Request services for the period 03/03/2014 -- 06/30/2016. Questions about the services should be directed to the Department directly.

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

<http://apps.sfgov.org/dhrdrupal/node/1172> For union notification, please see the

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC DEFENDER Dept. Code: PDR

Type of Request: [] Initial [X] Modification of an existing PSC (PSC # 4115 11/12)

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

Type of Service: Contract for Case Management Services

Funding Source: Federal Grant

PSC Original Approved Amount: \$72,166

PSC Original Approved Duration: 01/01/12 - 12/31/12 (1 year)

PSC Mod#1 Amount: \$36,000

PSC Mod#1 Duration: 01/01/13-06/30/13 (25 weeks 5 days)

PSC Mod#2 Amount: \$36,166

PSC Mod#2 Duration: 07/01/13-03/31/14 (39 weeks 1 day)

PSC Mod#3 Amount: \$65,000

PSC Mod#3 Duration: 04/01/14-03/31/15 (1 year)

PSC Mod#4 Amount:

PSC Mod#4 Duration:

PSC Cumulative Amount Proposed: \$209,332

PSC Cumulative Duration Proposed: 3 years 12 weeks

1. Description of Work

A. Scope of Work:

Center on Juvenile and Criminal Justice (CJCJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities. CJCJ will provide an intensive case management approach to promote each youth's school and community adjustment by ensuring access to appropriate educational supports. The youth advocate will work as a team with the Public Defender education attorney. The Legal Educational Advocacy Program (LEAP) attorney is the team leader and the education youth advocate works under the daily supervision of the LEAP attorney. The youth advocate is an agent of the attorney and protected by the attorney - client privilege. See additional attachment.

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

If the City/County denies this contract, the Office of the Public Defender will be out of compliance with our LEAP federal grant requirements to provide the necessary supports and case management supervision for our clients who are in risk and are on probation. LEAP is in the first year of funding and years 2 and 3 funding will be continued only if LEAP is providing the stated services of youth advocacy case management services provided by CJCJ. Moreover, the lack of educational advocacy case management services for our high risk clients can result with youth in prolonged detention, removal of the youth from the home, and higher rates of recidivism.

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

Yes, prior PSC 4115-11/12

D. Will the contract(s) be renewed? Yes, if the grant receive additional funding.

2. Union Notification: On 03/21/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4115 11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The youth advocate develops individualized case service plans for the youth to provide consistent and close supervision of the youth in compliance with education plans and probation conditions.

B. Which, if any, civil service class(es) normally perform(s) this work?
2910,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

This is a program funded by the federal pass-thru Block II grant which encourages collaboration with juvenile justice community based organization partners. (Board Resolution No. 24-12)

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. This is a twelve month program with possibility of continued funding for an additional two years.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services? Board Resolution 287-13	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service? Board Resolution 287-13	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Center on Juvenile & Criminal Justice	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 03/21/14 BY:

Name: Angela Auyong Phone: 553-1677 Email: angela.auyong@sfgov.org

Address: 555 Seventh Street San Francisco, CA

Receipt of Union Notification(s)
◆ Local 1021



**Receipt of a REGULAR Modification Request to PSC # 4115-11/12 -
MODIFICATIONS**

angela.auyong, david.canham, joe.tanner,
angela.auyong to: Larry.Bradshaw, angela.auyong,
dhr-psccordinator, richard.isen
Sent by: dhr-psccordinator@sfgov.org

03/21/2014 04:54 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC DEFENDER -- PDR has submitted a modification request for a
Personal
Services Contract (PSC) for \$65,000 for services for the period April 1, 2014
- March 31, 2015. For Regular/Annual/Continual Modification requests,
there
is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1731>
Email sent to the following addresses: Larry.Bradshaw@seiul021.org
joe.tanner@seiul021.net david.canham@seiul021.org

Additional Attachment(s) of Explanation

◇ Section 1. Description of Work

1A: Scope of Work

Center on Juvenile and Criminal Justice (CJCJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities. CJCJ will provide an intensive case management approach to promote each youth's school and community adjustment by ensuring access to appropriate educational supports. The youth advocate will work as a team with the Public Defender education attorney. The LEAP attorney is the team leader and the education youth advocate works under the daily supervision of the LEAP attorney. The youth advocate is an agent of the attorney and protected by the attorney – client privilege. While the education attorney advocates for the legal educational rights of the youth, the youth advocate ensures that an individualized service plan is developed for the youth to provide consistent and close supervision of the youth in compliance with education plans. The youth advocate will be based in the community and will work daily in the schools, interacting with school teachers, administrators, and support staff. The youth advocate will also assist the LEAP attorney in advocating for educational system's reform by conducting education workshops for parents and guardians who are the education rights holders of youth, testifying before school board hearings and meetings, and interfacing with community based agencies to improve policies and procedures that impact school success for Public Defender juvenile clients.

The LEAP youth advocate's sole goal and responsibility is to improve youth's educational performance as measured by increased attendance, improved behavior, improved grades, and ultimately matriculation through appropriate grade level and graduation.

Additional Attachment(s)

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

4A. Explain why civil service classes are not applicable

- ◆ **Federal Pass-Thru Block II Grant
Ordinance No. 24-12**

1 [Accept and Expend Grant - Public Defender - Legal Education Advocacy Program and
2 Amendment to the Annual Salary Ordinance, FY2011-2012 - \$231,147]

3 **Ordinance authorizing the San Francisco Public Defender's Office to retroactively**
4 **accept and expend a grant in the amount of \$231,147 from the Correction Standards**
5 **Authority for the purpose of establishing a Legal Educational Advocacy Program; and**
6 **amending Ordinance No. 146-11 (Annual Salary Ordinance, FY2011-2012) to reflect the**
7 **addition of one Class 8177 Trial Attorney grant-funded position (0.50 FTE) at the San**
8 **Francisco Public Defender's Office.**

9 NOTE: Additions are single-underline italics Times New Roman;
10 deletions are ~~strike-through italics Times New Roman~~.
11 Board amendment additions are double-underlined;
12 Board amendment deletions are ~~strikethrough-normal~~.

13 Be it ordained by the People of the City and County of San Francisco:

14 Section 1. Findings

15 (a) The San Francisco Public Defender's Office applied to the Correction Standards
16 Authority for a Federal Block II Grant to establish a Legal Educational Advocacy Program, and
17 CSA awarded PDR \$231,147 on November 10, 2011.

18 (b) The purpose of the grant award is to support the creation and implementation of
19 LEAP to address the long standing histories of truancy, absenteeism, and failing school
20 placements which are pervasive among court-involved youth.

21 (c) LEAP will provide for juvenile client's educational needs by building a team of
22 professionals and partnerships with juvenile justice stakeholders dedicated to planning for
23 client's educational success. The mission of LEAP will be to reduce juvenile offending,
24 reduce racial disparities, and bring needed systems reform in the juvenile justice system.

1 (d) The award period for the grant funds is from January 1, 2012 – December 31,
2 2012;

3 Section 2. Authorization to Accept and Expend Grant Funds.

4 (a) The Board of Supervisors hereby authorizes the San Francisco Public
5 Defender's Office to accept and expend \$231,147 in grant funds from the Federal Title II
6 Block Grant administered by Correction Standards Authority; for the purpose of creating and
7 implementing the San Francisco Public Defender's Legal Educational Advocacy Program.

8 (b) In addition, in accordance with the Public Defender's proposal to maximize use
9 of available grant funding on direct services by not including indirect costs in the grant budget,
10 the Board of Supervisors hereby waives inclusion of indirect costs in the grant budget.

11 Section 3. Grant Funded Position; Amendment to FY 2011-2012 Salary Ordinance.
12 The hereinafter designated section of Ordinance No. 146 -11 (Annual Salary Ordinance, FY
13 2011 – 2012) is hereby amended to add one (.50 FTE) position to the Office of the Public
14 Defender, as follows:

15 Department: PDR

16 Program: AKI

17 Subfund: 2SPPFGNC

18 Index Code: 055175

19 Amendment	# of Positions	Class and Item No.	Compensation Schedule
20 <u>Add</u>	<u>0.50</u>	<u>8177 Trial Attorney</u>	<u>\$3,789 - \$6,638</u>

22 APPROVED AS TO FORM:

24 By:

23 
25 Sallie Gibson
Deputy City Attorney

APPROVED AS TO CLASSIFICATION
DEPARTMENT OF HUMAN RESOURCES

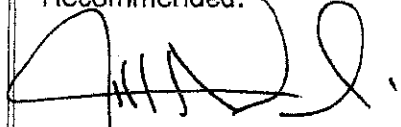
By:


Micki Callahan, Director
Department of Human Resources

Supervisor David Campos
BOARD OF SUPERVISORS

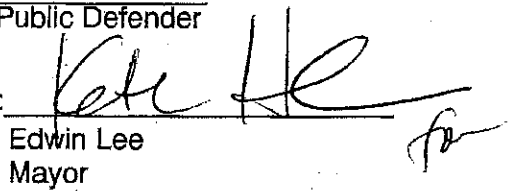
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Recommended:

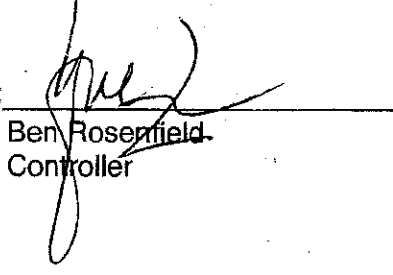


Jeff Adachi, Public Defender

APPROVED:


Edwin Lee
Mayor

APPROVED:


Ben Rosenfield
Controller



City and County of San Francisco
Tails
Ordinance

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

File Number: 120019

Date Passed: February 07, 2012

Ordinance authorizing the San Francisco Public Defender's Office to retroactively accept and expend a grant in the amount of \$231,147 from the Correction Standards Authority for the purpose of establishing a Legal Educational Advocacy Program; and amending Ordinance No. 146-11 (Annual Salary Ordinance, FY2011-2012) to reflect the addition of one Class 8177 Trial Attorney grant-funded position (0.50 FTE) at the San Francisco Public Defender's Office.

January 25, 2012 Budget and Finance Committee - RECOMMENDED

January 31, 2012 Board of Supervisors - PASSED, ON FIRST READING

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Olague and Wiener


February 07, 2012 Board of Supervisors - FINALLY PASSED

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

Excused: 1 - Campos

File No. 120019

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 2/7/2012 by the Board of Supervisors of the City and County of San Francisco.


Angela Calvillo
Clerk of the Board


Mayor


Date Approved

Additional Attachment(s)

◇ Section 4. Why Classified Civil Service Cannot Perform

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

- **Board Resolution #287-13**

5F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?

- **Board Resolution #287-13**

1 [Accept and Expend Grant - Legal Educational Advocacy Program - \$229,803]

2
3 **Resolution authorizing the Public Defender's Office to retroactively accept and expend**
4 **a grant in the amount of \$229,803 from the Board of State and Community Corrections**
5 **for the purposes of implementing a Legal Educational Advocacy Program at the Public**
6 **Defender's Office for the period of January 1, 2013, through December 31, 2013.**

7
8 WHEREAS, The San Francisco Public Defender's Office desires to receive and utilize
9 grant funds available through the Legal Educational Advocacy Program (LEAP) administered
10 by the Board of State and Community Corrections (hereafter referred to as BSCC); and

11 WHEREAS, The grant does not require an ASO amendment; and

12 WHEREAS, The Department proposes to maximize use of available grant funds on
13 program expenditures by not including indirect costs in the grant budget; now, therefore, be it

14 RESOLVED, That the Public Defender of the City and County of San Francisco is
15 authorized on behalf of the City and County of San Francisco Board of Supervisors to submit
16 the LEAP application to BSCC and is authorized to sign the Grant Agreement with BSCC,
17 including any amendments thereof; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
19 indirect costs in the grant budget; and, be it

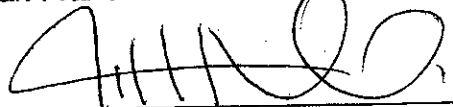
20 FURTHER RESOLVED, That the City and County of San Francisco agrees to provide
21 all matching funds as required for said project (including any amendment thereof), and abide
22 by the statues and regulations governing the LEAP Program as well as the terms and
23 conditions of the Grant Agreement as set forth by the BSCC; and, be it

24 FURTHER RESOLVED, That grant funds received hereunder shall not be used to
25 supplant expenditures controlled by this body.

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RECOMMENDED:

San Francisco Office of the Public Defender



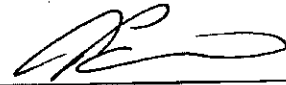
Jeff Adachi, Public Defender
City and County of San Francisco

APPROVED:



Mayor Edwin Lee

APPROVED:



For Ben Rosenfield, Controller



City and County of San Francisco
Tails
Resolution

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

File Number: 130496

Date Passed: July 30, 2013

Resolution authorizing the Public Defender's Office to retroactively accept and expend a grant in the amount of \$229,803 from the Board of State and Community Corrections for the purposes of implementing a Legal Educational Advocacy Program at the Public Defender's Office for the period of January 1, 2013, through December 31, 2013.

July 24, 2013 Budget and Finance Committee - RECOMMENDED

July 30, 2013 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 130496

I hereby certify that the foregoing Resolution was ADOPTED on 7/30/2013 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

Date Approved

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

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

PSC # 4115-11/12



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

4115-11/12
Mod #2

August 21, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4012-13/14 THROUGH 4016-13/14; 4115-11/12 AND 4123-05/06.

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER


At its meeting of August 19, 2013 the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report and approved the request for proposed personal services contracts. Notify the Office of the Controller and the Office of Contract Administration.

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

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

CIVIL SERVICE COMMISSION


JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: Cynthia Avakian, San Francisco International Airport
Angela Auyong, Public Defender
Parveen Boparai, Municipal Transportation Agency
Micki Callahan, Department of Human Resources
Leorah Dang, Department of Human Resources
William Lee, Department of Emergency Management
Brent Lewis, Department of Human Resources
Joan Lubamersky, General Services Agency
Commission File
Chron

POSTING FOR

08/19/2013

PROPOSED PERSONAL SERVICES CONTRACTS
 MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date	End Date
4115-11/12	05	Public Defender	Regular	\$36,166	\$144,332	Center on Juvenile and Criminal Justice (CJCJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities. CJCJ will provide an intensive case management approach to promote each youth's school and community adjustment by ensuring access to appropriate educational supports. The youth advocate will work as a team with the Public Defender education attorney. The Legal Education Advocacy Program (LEAP) attorney is the team leader and the education youth advocate works under the daily supervision of the LEAP attorney. The youth advocate is an agent of the attorney and protected by the attorney - client privilege. While the education attorney advocates for the legal educational rights of the youth, the youth advocate ensures that an individualized service plan is developed for the youth to provide consistent and close supervision of the youth in compliance with education plans. The youth advocate will be based in the community and will work daily in the schools, interacting with school teachers, administrators, and support staff. The youth advocate will also assist the LEAP attorney in advocating for educational system's reform by conducting education workshops for parents and guardians who are the education rights holders of youth, testifying before school board hearings and meetings, and interfacing with community based agencies to improve policies and procedures that impact school success for Public Defender juvenile clients.	1/1/2012	3/31/2014
4123-05/06	33	Human Resources	Regular	\$375,000	\$1,149,500	The LEAP youth advocate's sole goal and responsibility is to improve youth's educational performance as measured by increased attendance, improved behavior, improved grades, and ultimately matriculation through appropriate grade level and graduation. The Department of Human Resources (DHR) must provide City unemployment insurance claims administration services, including unemployment claims processing, claims appeals, representation at unemployment insurance appeals hearings, regular audits of billing statements, records maintenance, reports and training.	7/1/2006	6/30/2021

Sum of Modified Amounts:

\$611,166

PERSONAL SERVICES CONTRACT SUMMARY

DATE: July 24, 2013

DEPARTMENT NAME: Public Defender

DEPARTMENT NUMBER 05

TYPE OF APPROVAL: EXPEDITED

X REGULAR (OMIT POSTING)

[] CONTINUING

[] ANNUAL

TYPE OF REQUEST:

INITIAL REQUEST X MODIFICATION (PSC#4115-11/12)

TYPE OF SERVICE: Contract for Case Management Services

FUNDING SOURCE: 2SPFFGNC

Original PSC AMOUNT: \$ 72,166

Original PSC DURATION : January 1, 2012 -- December 31, 2012

Modification One AMOUNT: \$36,000

Modification One DURATION: January 1, 2013-June 30, 2013

Modification Two AMOUNT: \$36,166

Modification Two DURATION: July 1, 2013 -- March 31, 2014

Total AMOUNT: \$144,332

Total DURATION: January 1, 2012-March 31, 2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Center on Juvenile and Criminal Justice (CJ CJ) youth advocate services are necessary to provide community support and monitoring to youth at their school sites, in Court, in their homes and in their communities. CJ CJ will provide an intensive case management approach to promote each youth's school and community adjustment by ensuring access to appropriate educational supports. The youth advocate will work as a team with the Public Defender education attorney. The Legal Education Advocacy Program (LEAP) attorney is the team leader and the education youth advocate works under the daily supervision of the LEAP attorney. The youth advocate is an agent of the attorney and protected by the attorney - client privilege. While the education attorney advocates for the legal educational rights of the youth, the youth advocate ensures that an individualized service plan is developed for the youth to provide consistent and close supervision of the youth in compliance with education plans. The youth advocate will be based in the community and will work daily in the schools, interacting with school teachers, administrators, and support staff. The youth advocate will also assist the LEAP attorney in advocating for educational system's reform by conducting education workshops for parents and guardians who are the education rights holders of youth, testifying before school board hearings and meetings, and interfacing with community based agencies to improve policies and procedures that impact school success for Public Defender juvenile clients.

The LEAP youth advocate's sole goal and responsibility is to improve youth's educational performance as measured by increased attendance, improved behavior, improved grades, and ultimately matriculation through appropriate grade level and graduation.

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

If the City/County denies this contract, the Office of the Public Defender will be out of compliance with our LEAP federal grant requirements to provide the necessary supports and case management supervision for our clients who are in risk and are on probation. LEAP is in the second year of funding and year 3 funding will be continued only if LEAP is providing the stated services of youth advocacy case management services provided by CJ CJ. Moreover, the lack of educational advocacy case management services for our high risk clients can result with youth in prolonged detention, removal of the youth from the home, and higher rates of recidivism.

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

This service was previously approved by CSC on April 16, 2012. The PSC number is 4115-11/12..

D. Will the contract(s) be renewed:

Yes, if the grant receive additional funding for 3rd years.

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

Local 1021

Union Name

Signature of person mailing / faxing form

Date

RFP sent to

Union Name

Date

Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

City and County of San Francisco

Department of Human Resources

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The youth advocate develops individualized case service plans for the youth to provide consistent and close supervision of the youth in compliance with education plans and probation conditions.

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

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

This is a program funded by the federal pass-thru Block II grant which encourages collaboration with juvenile justice community based organization partners.

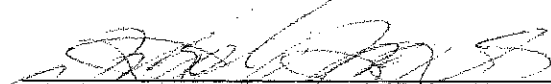
B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. This is a twelve month program with possibility of continued funding for an additional one year.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	<input type="checkbox"/>	X
B. Will the contractor train City and County employees? - Describe training and indicate approximate number of hours. - Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.	<input type="checkbox"/>	X
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	X
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	X
E. Has a board or commission determined that contracting is the most effective way to provide this service?	X	File # 130496
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	<input type="checkbox"/>	X

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



 Signature of Departmental Personal Services Contract Coordinator
 Angela Auyong (415) 553-1677

 Print or Type Name Telephone Number

555 7th Street

 San Francisco, CA 94103

 Address

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4099-09/10)

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

Type of Service: Design & Integration Svcs for Baggage Handling Sys (BHS) & Passenger Loading Bridge Improv

Funding Source: Airport Capital Funds

PSC Original Approved Amount: \$2,500,000

PSC Original Approved Duration: 05/03/10 - 05/31/13 (3 years 4 wec

PSC Mod#1 Amount: \$6,700,000

PSC Mod#1 Duration: 06/20/11-06/30/15 (2 years 4 weeks)

PSC Mod#2 Amount: \$3,500,000

PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$4,000,000

PSC Mod#3 Duration: 07/01/15-06/30/17 (2 years 1 day)

PSC Mod#4 Amount:

PSC Mod#4 Duration:

PSC Cumulative Amount Proposed: \$16,700,000

PSC Cumulative Duration Proposed: 7 years 8 weeks

1. Description of Work

A. Scope of Work:

The scope of services will add work for: 1) Airport Wide As-Needed baggage handling Services (BHS) Improvements for design & construction mgmt. svcs. required for essential improvements to existing Airport BHS equipment that is obsolete or beyond its useful life; 2) International Terminal & Terminal 3, Boarding Area F Checked Baggage Inspection System (CBIS) Modernization Prog. for design & construction mgmt. svcs. required for the Trans. Security Admin. (TSA)'s CBIS modernization prog. to replace security screening & associated BHS equipment that is obsolete or beyond its useful life; & 3) Airport Wide Safety & Optimization Proj. for design-build svcs. required for safety & maintenance access improvements for the TSA's in-line explosives detection screening (EDS) & associated BHS equipment.

See attached document(s).

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

Terminal 3, Boarding Area E will be vacated by American Airlines in early 2011 when American Airlines moves to Terminal 2. The BHS has insufficient capacity & reliability for the three new airlines that will occupy the facility. The International Terminal BHS includes the first in-line EDS system in the USA, & the programmable logic controls(PLC) & other systems are beyond their useful life, & must be replaced to maintain operations. (see attachment)

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

Yes, PSC 4099-09/10

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

2. Union Notification: On 04/29/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4099-09/10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

119

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

BHS design & integration is unique to this specialized industry. Design requires a combination of specialized expertise in baggage handling conveyor systems, programmable logic controls, electronics, motor controls, & TSA explosives detection systems. Passenger Boarding Bridge design & integration requires special expertise in pre-conditioned air systems, 400hertz power systems, aircraft parking, fuel hydrant systems, & portable water systems that are unique to passenger boarding bridges

B. Which, if any, civil service class(es) normally perform(s) this work?
5504,5508,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

There are currently no civil service classes which have the technical expertise in the design, programming, & integration of these specialized Airport operating systems.

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

No, because once the BHS & passenger boarding bridges are designed & integrated the design services is no longer required.

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

YES NO

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

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

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

Address: P.O. Box 8097 San Francisco, CA

Receipt of Union Notification(s)
◆ Local 21

Dang, Leorah (HRD)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Tuesday, April 29, 2014 4:23 PM
To: cynthia.avakian@flysfo.com; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Theresa.Lopez@flysfo.com; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of a REGULAR Modification Request to PSC # 4099-09/10 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$4,000,000 for services for the period July 1, 2015 – June 30, 2017. For Regular/Annual/Continual Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1373>

Email sent to the following addresses: L21PSCReview@ifpte21.org jebrenner@ifpte21.org

Additional Attachment(s) of Explanation

◇ Section 1. Description of Work

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

Terminal 3, Boarding Area E will be vacated by American Airlines in early 2011 when American Airlines moves to Terminal 2. The BHS has insufficient capacity & reliability for the three new airlines that will occupy the facility. The International Terminal BHS includes the first in-line EDS system in the USA, & the programmable logic controls(PLC) & other systems are beyond their useful life, & must be replaced to maintain operations. The Boarding Area B & E passenger boarding bridges(PBBs)'s were originally designed for aircraft that are now obsolete, equipment is beyond its useful life, & parts are unavailable. PBB's must be reconfigured in some cases to support airline relocations.

Additional Attachment(s) of Explanation

◇ **Section 1. Description of Work**

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

PSC # 4099-09/10

Med # 1



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

E. DENNIS NORMANDY
PRESIDENT

June 10, 2011

DONALD A. CASPER
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

MORGAN R. GORRONO
COMMISSIONER

SUBJECT: APPEAL BY IFPTE LOCAL 21 OF PSC #4099-09/10 FROM THE AIRPORT COMMISSION.

MARY Y. JUNG
COMMISSIONER

At its meeting of **June 6, 2011** the Civil Service Commission had for its consideration the above matter.

LISA SEITZ GRUWELL
COMMISSIONER

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

ANITA SANCHEZ
EXECUTIVE OFFICER

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

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

CIVIL SERVICE COMMISSION


ANITA SANCHEZ
Executive Officer

Attachment

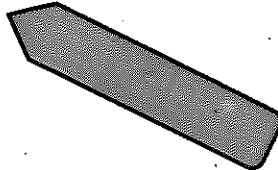
- c: Cynthia Avakian, Airport Commission
- Joe Brenner, IFPTE Local 21, 1182 Market Street, Room 425, S.F., CA 94102
- Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Naomi Kelly, Office of Contract Administration
- Ben Rosenfield, Controller
- Maria Ryan, Department of Human Resources
- Larry Wong, IFPTE Local 21, 1182 Market Street, Room 425, S.F., CA 94102
- Commission File
- Chron

POSTING FOR

6/6/2011

PROPOSED PERSONAL SERVICES CONTRACTS
 MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4066-08/09	25	Mayor	Regular	\$200,000	\$424,500	The consultant will continue to assist OEWD with design and implementation of a web based secure software tool to support client tracking and performance management for Workforce Investment Act (WIA), CityBuild, and other OEWD workforce programs. The system developed and utilized so far has proven to be material in allowing OEWD to track and report to the California Employment Development Department (EDD), through required file export and upload, activities and outcomes as required for WIA and other special demonstration grants. EDD recently awarded a contract to a new vendor to develop a replacement file upload system to sync with the new State system. Additionally we anticipate additional reporting and some system development will be required by the department resulting from OEWD's grantee portfolio shifting and anticipated new funding streams. OEWD will need to be prepared to adjust tracking and reporting to ensure that WIA funding is properly accounted for, monitored, and ultimately not jeopardized.	1/1/2009 - 12/31/2013
4099-09/10	27	Airport Commission	Regular	\$6,700,000	\$9,200,000	Subsequent to our initial request, we determined that essential Airport wide BHS improvements were required to support operations (excluding Terminal 2); and we received federal grants to: 1) modernize the TSA's CBS and associated BHS at the International Terminal and Terminal 3, Boarding Area E; and 2) provide baggage safety screening and optimization to existing systems in order to improve TSA maintenance activities. All of this requires additional BHS design, construction management, and construction activities. Terminal 3, Boarding Area E will be vacated by American Airlines in early 2011 when American Airlines moves to Terminal 2. The BHS has insufficient capacity and reliability for the three new airlines that will occupy the facility. The International Terminal BHS includes the first in-line EDS system in the USA, and the PLC and other systems are beyond their useful life, and must be replaced to maintain operations. The Boarding Area E and B PBB's were originally designed for aircraft that are now obsolete, equipment is beyond its useful life, and parts are unavailable. PBB's must be reconfigured in some cases to support airline relocations.	5/3/2010 - 6/30/2015
3154-07/08	64	Children & Families Commission	Regular	\$16,400	\$65,600	The audit will provide opinions as to whether the Commission's basic financial statements are fairly presented, in all material respects, in conformity with the accounting principles generally accepted in the United States of America (GAAP), and certain laws and regulations under the Children and Families Program, issued by the State Controller's Office. The audit will include testing of accounting records of the Commission and an evaluation of the Commission's compliance with the following requirements: contracting and procurement, administrative costs, conflicts of interest, County ordinance, long-range financial plans, financial conditions of the Commission, program evaluation, salaries and benefits policies. The auditor will also prepare the fiscal portion of the annual report.	7/1/2008 - 11/1/2012



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Med #1

PERSONAL SERVICES CONTRACT SUMMARY

DATE: April 8, 2011

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

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

TYPE OF REQUEST: [] INITIAL REQUEST [X] MODIFICATION [PSC # 4099-09/10]

TYPE OF SERVICE: Design & Integration Services for Baggage Handling System and Passenger Loading Bridge Improvements

FUNDING SOURCE: Airport Capital and Federal Transportation Security Administration Funds

Original PSC Amount: \$2,500,000 Original PSC Duration: 5/3/2010 - 5/31/2013
Proposed Modification: \$6,700,000 Modification PSC Duration: 6/20/2011 - 6/30/2015
TOTAL PSC AMOUNT: \$9,200,000 TOTAL PSC DURATION: 5/3/2010 - 6/30/2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Boarding Area E Baggage Handling System: Design and integrate baggage handling systems (BHS) and in-line explosives detection screening (EDS) systems at Terminal 3, Boarding Area E, International Terminal Building and other Airport BHS locations: (i) 100% complete biddable construction documents, (ii) full-service construction administration, (iii) quality control for BHS additions and modifications, (iv) 100% design and integration of programmable logic controls (PLC), (v) Pre-construction simulations, and (vi) acceptance testing and integration with servers, switches, motor controls, and TSA screening equipment for a complete operating system.

Boarding Area E Passenger Boarding Bridges: Provide design and integration services required for the passenger boarding bridges (PBBs) at Boarding Area B, Boarding Area E and other Airport locations: (i) 100% complete biddable construction documents, (ii) full-service construction administration, (iii) quality control services for complete PBB replacements, relocations and/or modifications, (iv) PBB integration with aircraft parking, fuel hydrant system, preconditioned air and ground power, (v) acceptance testing with aircraft for a complete operating system.

Airport Wide As-Needed BHS Improvements: Design and construction management services required for essential improvements to existing Airport BHS equipment that is obsolete or beyond its useful life: (i) 70% complete bridging documents for a separate Design-build RFP, (ii) full service construction management including special inspections.

International Terminal and Terminal 3, Boarding Area F - Checked Baggage Inspection System (CBIS) Modernization Program: Design and construction management services required for the TSA's CBIS modernization program to replace security screening and associated BHS equipment that is obsolete or beyond its useful life: (i) 70% complete bridging documents for a separate Design-build RFP, (ii) full service construction management including special inspections.

Airport Wide Safety and Optimization Project: Design-build services required for safety and maintenance access improvements for the TSA's in-line EDS and associated BHS equipment: (i) 100% complete construction documents, (ii) fabrication and installation of safety, maintenance access and BHS equipment.

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

Subsequent to our initial request, we determined that essential Airport wide BHS improvements were required to support operations (excluding Terminal 2); and we received federal grants to: 1) modernize the TSA's CBIS and associated BHS at the International Terminal and Terminal 3, Boarding Area F; and 2) provide baggage safety screening and optimization to existing systems in order to improve TSA maintenance activities. All of this requires additional BHS design, construction management, and construction activities. Terminal 3, Boarding Area E will be vacated by American Airlines in early 2011 when American Airlines moves to Terminal 2. The BHS has insufficient capacity and reliability for the three new airlines that will occupy the facility. The International Terminal BHS includes the first in-line EDS system in the USA, and the PLC and other systems are beyond their useful life, and must be replaced to maintain operations. The Boarding Area B and E PBB's were originally designed for aircraft that are now obsolete, equipment is beyond its useful life, and parts are unavailable. PBB's must be reconfigured in some cases to support airline relocations.

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

The services have been previously provided through a contract, most recently under PSC # 4099-09/10. The baggage handling systems have been performed under design-build contracts; the passenger boarding bridge design was previously provided during the master plan by an outside consultant under a professional service agreement.

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

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

	IFPTE Local 21		<i>Cynthia P. Chalk</i>		April 4, 2011
	_____		_____		_____
	Union Name		Signature of person mailing/faxing form		Date
RFP sent to:	IFPTE Local 21	on	February 5, 2010		<i>Cynthia P. Chalk</i>
	_____		_____		_____
	Union Name		Date		Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4099-09/10
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION: *Approved 6/6/11*

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Baggage Handling Systems design and integration is unique to this specialized industry. Design requires a combination of specialized expertise in baggage handling conveyor systems, programmable logic controls, electronics, motor controls, and TSA explosives detection systems. Passenger Boarding Bridge design and integration requires special expertise in pre-conditioned air systems, 400 hertz power systems, aircraft parking, fuel hydrant systems, and potable water systems that are unique to passenger boarding bridges.

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

There are no current civil service classes that can design baggage handling systems or passenger boarding bridges. However, civil service classes participate in Airport baggage handling system and passenger boarding bridge projects in capacities such as building electrical power and infrastructure design. A project manager II and IV (5504 and 5508 class) will be managing this project.

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

No

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

A. Explain why civil service classes are not applicable:

There are currently no civil service classes which have the technical expertise in the design, programming, and integration of these specialized Airport operating systems.

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

No, because once the baggage handling system and passenger boarding bridges are designed and integrated the design service is no longer required.

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

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 (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained.

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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D. Are there federal or state grant requirements regarding the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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E. Has a board or commission determined that contracting is the most effective way to provide this service? Attached is Airport Commission Resolution #10-0021

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

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

Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

(650) 821-2014

Print or Type Name

Telephone Number

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

Address

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 10-0021

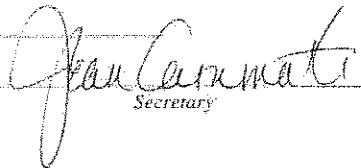
AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR CONTRACT 8974.1, BOARDING AREA E BAGGAGE HANDLING SYSTEM AND PASSENGER BOARDING BRIDGE IMPROVEMENTS DESIGN AND INTEGRATION

- WHEREAS, following the completion of the Terminal 2 (T2) Renovations Program, and the relocation of American Airlines from Boarding Area E (BAE) into T2, the Airport will take the opportunity to remodel BAE prior to relocating Continental and US Air into that facility; and
- WHEREAS, the scope of work for remodeling BAE includes significant improvements to the baggage handling system (BHS) and passenger boarding bridges (PBB), as well as making various other infrastructure and architectural improvements; and
- WHEREAS, the proposed RFP for Contract 8974.1 will seek professionals to provide the necessary design and integration services for BHS and PBB improvements at BAE; and
- WHEREAS, the estimated value for these professional services is \$1,000,000; and
- WHEREAS, the construction work for the BHS and PBB will be competitively bid based on the bid documents prepared by the successful firm; and
- WHEREAS, through the RFP process, the Airport will establish minimum qualifications in terms of firm and key personnel experience and expertise; and
- WHEREAS, the Airport will convene a three-member selection panel to review the proposals of firms meeting the minimum qualifications, interview the firms, and develop a ranking of the most qualified firms based on the firm and key personnel's relevant qualifications and experience in BHS and PBB design and integration; and
- WHEREAS, Staff will return to the Commission with a recommendation to approve the selection panel's nomination of the highest ranked firm, and request authorization to enter into negotiations; and
- WHEREAS, pending the successful outcome of negotiations, Staff will return to the Commission with a recommendation to award a contract to the successful firm; and
- WHEREAS, Staff will work with the HRC to establish the LBE goals; now, therefore be it
- RESOLVED, that this Commission hereby authorizes the Director to issue a Request for Proposals for professional services for Contract 8974.1, Boarding Area E Baggage Handling System and Passenger Boarding Bridge Improvements Design and Integration.

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

at its meeting of

JAN 26 2010


Secretary

Mod #2



San Francisco International Airport

MEMORANDUM

DATE: February 15, 2013
 TO: Leorah Dang, PSC Analyst
 Department of Human Resources (Dept. 33)
 FROM: Cynthia Avakian, PSC Coordinator
 Airport Commission (Dept. 27) *Cynthia Avakian*
 RE: Request for Administrative Approval of PSC Modification (less than 50%)
 Feb 15 2013 9:04

PSC No: 4099-09/10 Approval Date: June 6, 2011

Description of Service(s): Design & Integration Services for Baggage Handling System and Passenger Loading Bridge Improvements

Original Approved Amount:	\$2,500,000	Original Approved Duration:	5/3/10 – 5/31/13
Modification 1 Amount:	\$6,700,000	Modification 1 Duration:	6/20/11 – 6/30/15
Modification 2 Amount:	\$3,500,000	Modification 2 Duration:	No change
Total Modified Amount:	\$12,700,000	Total Modified Duration:	5/3/10 – 6/30/15

Reason for the modification:

To cover increased scope to Task 4, Boarding Area E Transfer Line to the Construction Management contract scope.

Attachment: Copy of Approved PSC Summary

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FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: 2/22/13

By: *M*
Micki Callahan, Human Resources Director

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE MAYOR	LARRY MAZZOLA PRESIDENT	LINDA S. CRAYTON VICE PRESIDENT	ELEANOR JOHNS	RICHARD J. GUGGENHIME	PETER A. STERN	JOHN L. MARTIN AIRPORT DIRECTOR
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