



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: October 31, 2014

To: The Honorable Civil Service Commission

Through: Micki Callahan *[Signature]*
Human Resources Director

From: Cynthia Avakian, AIR
Danny Yeung, CPC
Sung Kim, DPW
Jolie Gines, TIS
Henry Gong, SHF

Subject: **Personal Services Contracts Approval Request**

This report contains eight (8) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on October 25, 2013.

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

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

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

Total of this Report	YTD Expedited Approvals FY2014-2015	Total for FY2014-2015
\$9,415,000	\$23,560,039	\$327,596,844

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Airport Commission
Contracts Administration Unit
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San Francisco, CA 94128
(650) 821-2014

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City Planning
1650 Mission St, Suite 400
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415-575-9042

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POSTING FOR

November 17, 2014

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR**Commission Hearing Date**

2014-11-17

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
47329-14/15	AIRPORT COMMISSION	\$250,000.00	San Francisco International Airport (SFO) has a fleet of 32 shuttle buses and provides service for both passengers and employees at the Airport. SFO requires a vendor to provide and install upgraded video surveillance software and/or hardware on the shuttle buses so that all the buses have the same system. The services component of this contract is expected to be approximately \$10,000.	November 17, 2014	June 30, 2015
48987 - 14/15	AIRPORT COMMISSION	\$3,500,000.00	Complex environmental analyses, compliance monitoring and reporting tasks requiring specialized expertise and extensive knowledge of federal, state, and local regulations, especially those pertaining to airports. These tasks may include, but are not limited to: obtaining regulatory permits; assisting with consultation with agencies and public outreach; producing environmental studies; performing specialized resource investigations; performing technical modeling; and monitoring of construction sites and project mitigation sites in accordance with appropriate federal, state, and local environmental regulations.	January 1, 2015	December 31, 2020
41758 - 14/15	AIRPORT COMMISSION	\$3,750,000.00	Scope of work consists of two components; contractor will 1) provide ongoing technical maintenance services for the Parking Access and Revenue Control System (PARCS) at the Airport's parking facilities and 2) provide design, planning and migration services to support an upgrade of the PARCS, which includes new hardware and proprietary software developed by the contractor.	December 1, 2014	June 30, 2020
37643 - 13/14	CITY PLANNING	\$300,000.00	The Exploratorium will place a new approximately 3,000 sq. ft. temporary Living Innovation Zone in UN Plaza for two (2) years; Lead design process from concept sketches to design build; Solicit community feedback with district stakeholders; Produce 2D site plan and 3D site renderings for presentations and permit; Design and construct temporary Living Innovation Zone features; and Develop and fabricate 3-4 site-specific zones.	August 1, 2014	June 30, 2018
43032 - 13/14	CITY PLANNING	\$500,000.00	The Department is conducting a Citywide Street Tree Census to inventory the city's 105,000 street trees, as the City lacks a comprehensive database of the street trees. Current, accurate, and up-to-date data is necessary for ongoing street tree maintenance, hazard mitigation, and planting within the City's public right-of-way. In addition, this data will be analyzed to quantify ecosystem services provided by the street tree population. This data will provide both City agencies and the public with a wealth of information about the trees on San Francisco's streets and lead to improved management and monitoring of this important urban natural resource.	November 1, 2014	June 30, 2018
40712 - 14/15	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$800,000.00	Cleaning of equipment and structural components of pigeon waste, nets, and feathers. Also include disinfection of impacted areas as needed. Installation of pigeon abatement devices including but not limited to deterrent spikes, netting, deterrent tape, ultrasonic devices and static electricity devices.	November 1, 2014	September 30, 2019
43822 - 14/15	GENERAL SERVICES AGENCY - TECHNOLOGY	\$250,000.00	The San Francisco Police Department (SFPD) is requesting proposals for a turnkey, fully integrated and highly compatible video wall and digital signage solution at the new Police Headquarters on the public safety campus, including all equipment, software licensing, system integration and professional implementation services. All primary equipment, servers, software, applications, etc. will be located in the Network Equipment Room or other viable location in the Police Headquarters on the public safety campus. The proposed solution should have mainstream hardware and software components with no or minimal proprietary components. Due to the nature of public safety and emergency preparedness, SFPD is seeking a solution that allows the	December 15, 2014	November 30, 2015

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
			Administrative Department Operations Center, in the event of an emergency or disaster, to serve and operate simultaneously with the primary Department Operations Center, maintaining the same functions and features, and also serve as a backup if the primary DOC becomes unavailable or inoperable.		

TOTAL AMOUNT \$9,350,000



Posting For November 17, 2014

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2014-11-17

 APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
30933 - 13/14 - MODIFICATIONS	November 17, 2014	SHERIFF -- SHF	\$65,000	\$200,000	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.	04/01/2015	03/31/2016	REGULAR

TOTAL AMOUNT \$65,000

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

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: Software and Hardware Upgrade - Video Surveillance on SFO Shuttle Buses

Funding Source: Airport Operating Funds PSC Duration: 32 weeks 23 hours
PSC Amount: \$250,000 PSC Est. Start Date: 11/17/2014 PSC Est. End Date: 06/30/2015

1. Description of Work

A. Scope of Work:

San Francisco International Airport (SFO) has a fleet of 32 shuttle buses and provides service for both passengers and employees at the Airport. SFO requires a vendor to provide and install upgraded video surveillance software and/or hardware on the shuttle buses so that all the buses have the same system. The services component of this contract is expected to be approximately \$10,000.

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

It is necessary to install the system on the 14 newly acquired shuttle buses and to upgrade the video surveillance software system-wide for compatible communication. Failure to provide this service would jeopardize the safety of drivers and passengers.

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 at SFO.

2. Union Notification: On 10/22/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47329-14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/17/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The Airport's shuttle buses area equipped with video surveillance hardware and software. Technicians with the technical knowledge of the proprietary system will be upgrading the system. As subject matter experts they can train SFO Shuttle Bus contracted staff on maintaining the video surveillance system.

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

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:

While existing IT classifications may be able to perform the tasks, they lack the access to the proprietary source codes to upgrade the existing system.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No, since this work will only be conducted for a short period of time (less than 6 months).

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?
See attached document. YES NO
- C. Are there legal mandates requiring the use of contractual services? YES NO
- D. Are there federal or state grant requirements regarding the use of contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 10/22/2014 BY:

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

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

Receipt of Union Notification(s)

From: Yen Pang
To: Yen Pang
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 47329 - 14/15
Date: Wednesday, October 22, 2014 12:57:49 PM

This PSC record was re-entered into Drupal on 10/16 due to a database error.

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of
cynthia.avakian@flysfso.com
Sent: Monday, September 22, 2014 4:33 PM
To: Cynthia Avakian; L2IPSCReview@ifpte21.org; Yen Pang; Richard Isen; DHR-PSCCoordinator
Subject: Receipt of Notice for new PCS over \$100K PSC # 47329 - 14/15

RECEIPT for Union Notification for PSC 47329 - 14/15 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 47329 - 14/15 for \$250,000 for Initial Request services for the period 11/17/2014 - 06/30/2015. 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/3923> 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)

Will the contractor train City and County employee?

The consultant will train SFO Shuttle Bus staff on the use and maintenance of the video surveillance system. Six staff - general manager, assistance manager and four mechanics will receive eight hours of training each to be proficient in the use and maintenance of the system.

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: Environmental Planning Professional Services

Funding Source: Airport Operating/Capital Funds PSC Duration: 6 years 1 day
PSC Amount: \$3,500,000 PSC Est. Start Date: 01/01/2015 PSC Est. End Date: 12/31/2020

1. Description of Work

A. Scope of Work:

Complex environmental analyses, compliance monitoring and reporting tasks requiring specialized expertise and extensive knowledge of federal, state, and local regulations, especially those pertaining to airports. These tasks may include, but are not limited to: obtaining regulatory permits; assisting with consultation with agencies and public outreach; producing environmental studies; performing specialized resource investigations; performing technical modeling; and monitoring of construction sites and project mitigation sites in accordance with appropriate federal, state, and local environmental regulations.

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

San Francisco International Airport (SFO) is required to meet regulatory requirements of federal and state agencies. These agencies require mitigation of any impacts to wetlands, threatened and endangered species, and shoreline development. If the Airport fails to comply with these permit conditions, the Airport is subject to fines and other legal actions.

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.
Services were previously provided under PSC # 4152-08/09

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

2. Union Notification: On 09/22/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48987 - 14/15

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 11/17/2014



3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 Ability to develop environmental review/disclosure documents, obtain regulatory permits and approvals for development with wetland fill, perform specialized natural resource investigations and prepare related reports based on those studies. Monitor construction and maintenance of airport facilities, public access and environmental mitigation projects within an airport environment. Familiarity with permitting process and consultation to ensure compliance with federal, state, regional, and local agency mandates.

B. Which, if any, civil service class(es) normally perform(s) this work?
 2483,2484,2485,5278,5291,5298,5293,5299,5283,

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:

Existing classifications do not have the specialized knowledge and expertise required to conduct this work in an airport environment. The various areas of technical expertise required to support Airport staff does not overlap. For example, a wetlands biologist will often not have the expertise in airport wildlife biology experience that requires Federal Aviation Administration (FAA) certification. However, these disparate biological resources are required for the Airport wetland permit authorization under the federal Clean Water Act and Endangered Species

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
 The specialized knowledge and expertise related to these services are intermittent in nature and do not support the development of a new classification.

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 10/22/2014 BY:

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

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

Receipt of Union Notification(s)

Lisa Randall

From: DHR-PSCCoordinator, DHR (HRD) on behalf of Cynthia Avakian
Sent: Monday, September 22, 2014 6:06 PM
To: Cynthia Avakian; L21PSCReview@ifpte21.org; Danielle Poole; Richard Isen; DHR-PSCCoordinator
Subject: Receipt of Notice for new PCS over \$100K PSC # 48987 - 14/15

RECEIPT for Union Notification for PSC 48987 - 14/15 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 48987 - 14/15 for \$3,500,000 for Initial Request services for the period 01/01/2015 -- 12/31/2020. 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/3910> 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

From: [Lisa Randall](#)
To: "Kyra Byrne Steele"
Cc: [Audrey Park](#)
Subject: RE: PSC 48987-14/15
Date: Tuesday, October 21, 2014 4:23:48 PM

Thank you Kyra. I appreciate the update.

-Lisa

Lisa Randall MA
Contracts Administration Unit
Phone: (650) 821-2012 | Fax: (650) 821-2011

From: Kyra Byrne Steele [<mailto:kbsteele@ifpte21.org>]
Sent: Monday, October 20, 2014 12:49 PM
To: Lisa Randall
Cc: Audrey Park
Subject: RE: PSC 48987-14/15

Hi all,

* I've discussed with the Planners and there's no need to meet.

Thanks,
Kyra

From: Lisa Randall [<mailto:Lisa.Randall@fysfo.com>]
Sent: Friday, October 17, 2014 4:10 PM
To: Kyra Byrne Steele
Cc: Audrey Park
Subject: RE: PSC 48987-14/15

That sounds good – please send us something in advance, and let us know when you and the Planners are available as we'd like to resolve this as soon as possible.

Thanks and have a nice weekend.
~Lisa

Lisa Randall MA
Contracts Administration Unit
Phone: (650) 821-2012 | Fax: (650) 821-2011

From: Kyra Byrne Steele [<mailto:kbsteele@ifpte21.org>]
Sent: Friday, October 17, 2014 1:54 PM
To: Lisa Randall
Cc: Audrey Park

Subject: RE: PSC 48987-14/15

Unfortunately, I am not. I am in a meeting at that time.
I'd also like the Planners to participate in the conversation and I have not heard back from them yet.

I can send you something in advance if that is helpful.

From: Lisa Randall [<mailto:Lisa.Randall@flysfso.com>]

Sent: Friday, October 17, 2014 1:28 PM

To: Kyra Byrne Steele

Cc: Audrey Park

Subject: FW: PSC 48987-14/15

Hi Kyra,

Are you available to talk with Audrey and I after 3pm today?

Thanks,

Lisa

Lisa Randall MA
Contracts Administration Unit
Phone: (650) 821-2012 | Fax: (650) 821-2011

From: Audrey Park

Sent: Friday, October 17, 2014 12:49 PM

To: Lisa Randall

Subject: RE: PSC 48987-14/15

Hi Lisa – Just wondering if you've heard anything from Kyra about today? Thanks

From: Kyra Byrne Steele [<mailto:kbsteele@ifpte21.org>]

Sent: Wednesday, October 15, 2014 9:30 AM

To: Audrey Park; Lisa Randall

Subject: RE: PSC 48987-14/15

I'm sorry, I meant Friday that Lisa proposed. I've emailed the Planners about this Friday. Does that still work, Audrey?

From: Audrey Park [<mailto:Audrey.Park@flysfso.com>]

Sent: Wednesday, October 15, 2014 9:28 AM

To: Kyra Byrne Steele; Lisa Randall

Subject: RE: PSC 48987-14/15

Hi Lisa and Kyra – Next Wed 10/22 is very busy for me; would Tues 10/21 or Thurs 10/23 work for you? Thanks.

Audrey

Audrey Park | Senior Environmental Planner
San Francisco International Airport
Bureau of Planning & Environmental Affairs
P.O. Box 8097 | San Francisco, CA 94128
o: 650-821-7844 | e: audrey.park@flysfo.com

From: Kyra Byrne Steele [<mailto:kbsteele@ifpte21.org>]
Sent: Wednesday, October 15, 2014 9:21 AM
To: Lisa Randall
Cc: Audrey Park
Subject: RE: PSC 48987-14/15

Thanks Lisa. I'll contact the Planners and see if Wednesday works.

The concern is that our Planners can do the work that is being proposed to be contracted out.

Kyra

Kyra Byrne Steele
Senior Representative
IFPTE- Local 21
1182 Market Street, Suite 425
San Francisco, CA 94602
415-864-2100 x 151

From: Lisa Randall [<mailto:Lisa.Randall@flysfo.com>]
Sent: Wednesday, October 15, 2014 8:39 AM
To: Kyra Byrne Steele
Cc: Audrey Park
Subject: FW: PSC 48987-14/15

Hi Kyra,

It looks like the contract manager (Audrey Park) and I are available for a conference call any time on Friday (10/17) after 11:30AM. Let me know what time on that day works for you. Also, can you please give us an idea of what the concern is so that we can prepare for the call?

Thank you,
Lisa

Lisa Randall MA
Contracts Administration Unit
Phone: (650) 821-2012 | Fax: (650) 821-2011

From: Lisa Randall
Sent: Wednesday, October 08, 2014 2:39 PM
To: 'kbsteele@ifpte21.org'
Subject: RE: PSC 48987-14/15

Hi Kyra,

Let me check in with the contract manager on her availability and get back to you with some proposed times to talk. I'll be in touch in the next day or so.

Thank you,
Lisa

Lisa Randall MA
Contracts Administration Unit
Phone: (650) 821-2012 | Fax: (650) 821-2011

From: Kyra Byrne Steele [<mailto:kbsteele@ifpte21.org>]
Sent: Tuesday, October 07, 2014 9:16 AM
To: Cynthia Avakian
Subject: PSC 48987-14/15

Hello Cynthia,

The Union would like to meet with the Department regarding this PSC as it may potentially impact a number of our Planners. Please provide a few dates and times next week.

Thanks,
Kyra

Kyra Byrne Steele
Senior Representative
IFPTE- Local 21
1182 Market Street, Suite 425
San Francisco, CA 94602
415-864-2100 x 151

Additional Attachment(s)

PSC 48987-14/15
Term Justification

The term of the PSC is five years as the Airport will be establishing a pool list, from which it will be selecting contractors for services. The pool list will be valid for a two-year period.

Explain why civil services classes are not applicable

Existing classifications do not have the specialized knowledge and expertise required to conduct this work in an airport environment. The various areas of technical expertise required to support Airport staff does not overlap. For example, a wetlands biologist will often not have the expertise in airport wildlife biology experience that requires Federal Aviation Administration (FAA) certification. However, these disparate biological resources are required for the Airport wetland permit authorization under the federal Clean Water Act and Endangered Species Act.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 5, 2009

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

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

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

TYPE OF SERVICE: Environmental Planning Services

FUNDING SOURCE: Airport Operating Funds

TOTAL PSC AMOUNT: \$3,750,000 TOTAL PSC DURATION: 7/1/2009 - 6/30/2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Complex environmental analyses, assessments, compliance monitoring and reporting tasks requiring specialized environmental planning expertise and familiarity of federal, state, and local environmental regulations, especially those pertaining to airports. These tasks may include, but are not limited to: obtaining regulatory permits and approvals; consultation with regulatory agencies and public outreach; producing environmental studies, disclosure; performing specialized natural resource investigations; performing technical analyses and modeling; conducting specialized environmental studies and providing recommendations; and monitoring of construction sites and airport-managed environmental mitigation sites in accordance with appropriate federal, state, regional and local environmental regulations.

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

The Airport must meet the regulatory requirements of agencies including but not limited to the Federal Aviation Administration (FAA), U. S. Army Corps of Engineers, U. S. Fish and Wildlife Service (USFWS), U.S. Environmental Protection Agency, California Department of Fish and Game, SF Bay Regional Water Quality Control Board, and the Bay Conservation and Development Commission (BCDC). These agencies require mitigation of any impacts on wetlands, threatened and endangered species, and shoreline development. If the Airport fails to comply with these permit conditions, the Airport is subject to fines and other legal actions.

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 through previous on-call service contracts (PSC approval # 4083-05/06).

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

Cynthia P. Avakian

MAY 5 2009

Union Name

Signature of person mailing/faxing form

Date

RFP sent to:

IFPTE, Local 21

on

May 1, 2009

Cynthia P. Avakian

Union Name

Date

Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4152-08/09

STAFF ANALYSIS/RECOMMENDATION:

Approved 6/1/09

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Ability to develop environmental review/disclosure documents, obtain regulatory permits and approvals for development with wetland fill; perform specialized natural resource investigations and prepare related reports based on those studies. Monitor the construction and maintenance of airport facilities, public access and environmental mitigation projects within an airport environment. Requires specialized environmental planning expertise particularly in an airport environment. Familiarity with the Airport environmental permitting process and consultation to ensure compliance with federal, state, regional, and local agency mandates.

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

Planner series (5298-5299) manage the work products prepared by technical specialists in fields such as wildlife biology, specializing in wetland and threatened and endangered species, airport environmental planning, air quality, and aircraft noise. The Biologist series (2483-2485) work on projects related to "freshwater, estuarine and marine environments and watershed resources"; however, the City does not have a USFWS-permitted biologist authorized to handle the SF Garter Snake and CA Red Legged Frog. Airport Planning staff will oversee and manage the projects; however, these Airport projects would not require these technical experts on a full time basis.

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 specialized knowledge and expertise related to the Airport environment will be required only for the duration of the project. The various areas of technical expertise required to support Airport staff does not overlap. For example, a wetlands biologist will often not have the expertise in airport wildlife biology experience that requires FAA Certification. However, these disparate biological sources are required for the Airport wetland permit authorization under the Clean Water Act, Endangered Species Act, and the FAA Part 139 requirements for the Wildlife Hazard Management Plan.

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

No, see question 4A above.

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

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

Yes No

B. Will the contractor train City and County employees?

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

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? Attached is Airport Commission Resolution #08-0177.

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? RFQs will be issued and it is unknown at this time the outcome of that process.

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

Cynthia P. Avakian

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

Meeting Information

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AGENDA

Regular Meeting
of

June 1, 2009

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

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

Order of Business

CALL TO ORDER & ROLL CALL

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

APPROVAL OF MINUTES

ANNOUNCEMENTS

ELECTION OF OFFICERS

RATIFICATION AGENDA

REGULAR AGENDA

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS

ADJOURNMENT

NOTICE OF COMMISSION HEARING POLICIES AND PROCEDURES

A. Commission Office

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

B. Policy Requiring Written Reports

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

C. Policy on Written Submissions by Appellants

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

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

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

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

E. Policy and Procedure on Hearing Items Out of Order

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

F. Procedure for Commission Hearings

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

If a matter is severed from the *Consent Agenda* or the *Ratification Agenda*, presentation by the opponent will be for a maximum time limit of five (5) minutes and response by the departmental representative for a maximum time limit of five (5) minutes.

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

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

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

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

G. Policy on Tape Recording of Commission Meetings

As provided in the San Francisco Sunshine Ordinance, all Commission meetings are tape-recorded. These tape recordings of open sessions are available for public review starting on the day after the Commission meeting in the Commission office between 8:00 a.m. and 5:00 p.m.

H. Speaking before the Civil Service Commission

Speaker cards are not required. The Commission will take public comment on all items appearing on the agenda at the beginning of each meeting at the time the item is heard and prior to the Commission taking any action on the item. The Commission will take public comment on matters not on the Agenda, but within the jurisdiction of the Commission during the "Requests to Speak" portion of the regular meeting. Maximum time will be three (3) minutes.

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

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

Information on Disability Access

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

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

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

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

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

San Francisco Lobbyist Ordinance

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

Materials Distributed to Commissioners After Distribution of Agenda Packet

If any materials related to an item on this agenda have been distributed to the Civil Service Commission after distribution of the agenda packet, those materials are available for public inspection at the Civil Service Commission office, 25 Van Ness Avenue, Suite 720 during normal office hours (8:00 a.m. to 5:00 p.m. Monday through Friday).

City and County of San Francisco
Civil Service Commission

Agenda for Regular Meeting
June 1, 2009
2:00 p.m.

ITEM NO.

(1) **CALL TO ORDER AND ROLL CALL**

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

(2) **PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA**

(3) **APPROVAL OF MINUTES – Action Item**

Regular Meeting of May 18, 2009

Recommendation: Approve.

(4) **ANNOUNCEMENTS**

Announcement of changes to agenda

Other announcements

(5) **ELECTION OF OFFICERS (File No. 0183-09-1) - Action Item**

Recommendation: Open for discussion.

RATIFICATION AGENDA

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

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting and are located in the Civil Service Commission office at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102.

(6) **Review of request for approval of proposed personal services contracts.
(File No. 0175-09-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4141-08/09	Board of Supervisors	\$8,000,000	Will provide budget & legislative analyst services, including evaluating and reporting on fiscal and policy matters, the Mayor's Annual Budget, and conducting independent management, performance and fiscal audits of City departments and programs.	Regular	12/31/14

May 18, 2009: Postpone to the meeting of June 1, 2009 at the request of the Board of Supervisors.

Recommendation of the Human Resources Director: Adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser.

(7) **Review of request for approval of proposed personal services contracts.
(File No. 0184-09-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
2014-08/09	Public Health	\$420,000	Will provide 24-hour perinatal, neonatal and pediatric consultation and transport services, consultation services: nursing, social services and respiratory therapy.	Continuing	06/30/14

4151-08/09	Mayor's Office of Housing	\$70,000	Will perform environmental review services for the Mayor's Office of Housing (MOH) and Mayor's Office of Community Investment (MOCI) project undertakings in accordance with the National Environmental Policy Act (NEPA).	Regular	06/30/10
4152-08/09	Airport Commission	\$3,750,000	Will provide complex environmental analyses, assessments, compliance monitoring and reporting tasks requiring specialized environmental planning expertise and familiarity of federal, state, and local environmental regulations.	Regular	06/30/14
4153-08/09	Airport Commission	\$150,000	Will establish a secure, separate, private access Wi-Fi network within and around Terminal 1, ground level Boarding Area C baggage handling and planeside. The Wi-Fi network will extend current SFO wireless baggage network and compatible with existing Wi-Fi network.	Regular	02/28/10
4154-08/09	Public Utilities Commission	\$4,500,000	Will provide design services and technical expertise during construction and rehabilitation of Hetch Hetchy Water and Power (HHWP) hydro-generation and power facilities.	Regular	09/15/12
4155-08/09	Public Utilities Commission	\$200,000	Will design, permit, supply, install and commission three (3) fully integrated and operational solar PV systems with the following rated capacities and locations: a minimum of 100 kW at City Hall and min. of 214 KW at Davies Symphony Hall.	Regular	06/30/10
4156-08/09	Public Utilities Commission	\$22,000,000	Will provide professional construction management services to oversee Peninsula Regional Water System Improvement Program construction projects (8).	Regular	03/31/14
4157-08/09	Public Health	\$3,024,000	Will provide highly specialized medical and surgical subspecialty services to medically indigent adults, as well as clients under the San Francisco County Medical Assistance Program, the SF County Jail, and the In-Home Support Service Plan.	Regular	12/31/10
4087-04/05	Public Health	Increase Amount \$4,050,000 New Amount \$14,850,000	Will provide SFGH, LHH, the primary care clinics and the Health At Home Agency a continuous, reliable source of intermittent, supplemental, on-call nursing personnel during high census, high acuity, unexpected staff illnesses, and/or vacations.	Modification	12/31/10
4060-03/04	Public Health	Increase Amount \$2,250,000 New Amount \$8,250,000	Will provide intermittent, as-needed, on-call professional pharmacists and pharmacy technicians for use during unusually high patient activity or low staffing of civil service employees due to scheduled and unscheduled staff absences and unfilled vacancies.	Modification	12/31/10
4105-04/05	Public Health	Increase Amount \$1,875,000 New Amount \$6,875,000	Will provide as-needed, on-call professional radiology technologists with on-call availability, 7 days a week.	Modification	12/31/10

Recommendation of the Human Resources Director: **Adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser.**

REGULAR AGENDA

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting and are located in the Civil Service Commission office at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102.

- (8) **Proposed Amendment for Civil Service Commission Rule Series 003 – Equal Employment Opportunity to authorize the Civil Service Commission to override Civil Service Rules to effectuate a Discrimination Remedy (File No. 0159-09-5) – Action Item**

May 4, 2009: Post for meet and confer.

Recommendation: Adopt as posted.

- (9) **Update from the Department of Technology regarding the concerns expressed by IEPTE Local 21 on PSC #4108-07/08 at the meeting of November 17, 2008. (File No. 0185-09-8) - Action Item**

November 17, 2008: Adopt the Human Resources Director's report on PSC #4108-07/08 on the condition that the Department of Technology report to the Commission in June 2009, with an update of the concerns expressed by IEPTE Local 21. Notify the offices of the Controller and the Purchaser.

Recommendation: Accept and file the report.

- (10)

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: Airport Parking Access Revenue Control System (PARCS)

Funding Source: Airport Operating Funds PSC Duration: 5 years 30 weeks
PSC Amount: \$3,750,000 PSC Est. Start Date: 12/01/2014 PSC Est. End Date: 06/30/2020

1. Description of Work

A. Scope of Work:

Scope of work consists of two components; contractor will 1) provide ongoing technical maintenance services for the Parking Access and Revenue Control System (PARCS) at the Airport's parking facilities and 2) provide design, planning and migration services to support an upgrade of the PARCS, which includes new hardware and proprietary software developed by the contractor.

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

This service is critical in ensuring the PARCS software and hardware is maintained properly by qualified technicians and continues to provide for efficient and effective access and revenue control at all of the Airport's public and employee parking facilities. Denial of this service would result in loss of parking revenue due to equipment malfunction, loss of access control, and customer service issues.

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

This proprietary software service has been provided by a sole source vendor, Scheidt and Bachmann. Prior approval for this services was granted by the Civil Service Commission under PSC #4098-04/05.

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

2. Union Notification: On 09/08/2014, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21, Municipal Executive Association,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41758 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 11/17/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
Specific required skills include extensive knowledge and experience to provide technical maintenance of the contractor's PARCS proprietary software operating system to account for all revenue generated by the Airport's parking facilities.

B. Which, if any, civil service class(es) normally perform(s) this work?
0932,1054,1043,1042,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes, the contractor will provide specialized parking access revenue control system components, proprietary software and hardware.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:
City classifications do not perform these specialized services. In addition to the specialized experience that is required, there are also proprietary components of the system that the City does not have access to.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No, as the work requires access to proprietary software systems.

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?
N/A 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? Scheidt and Bachmann, USA, Inc. YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 10/28/2014 BY:

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

Address: PO Box 8097 San Francisco, CA 94128

Receipt of Union Notification(s)

Christina Chiong

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flyso.com
Sent: Monday, September 08, 2014 5:52 PM
To: Cynthia Avakian; L21PSCReview@ifpte21.org; camaguey@sfmea.com; staff@sfmea.com; Christina Chiong; Richard Isen; DHR-PSCCoordinator
Subject: Receipt of Notice for new PCS over \$100K PSC # 41758 - 14/15

RECEIPT for Union Notification for PSC 41758 - 14/15 more than \$100k

The AIRPORT COMMISSION – AIR has submitted a request for a Personal Services Contract (PSC) 41758 - 14/15 for \$3,750,000 for Initial Request services for the period 12/01/2014 – 06/30/2020. 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/3877> 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)

Airport Parking Access Revenue Control System (PARCS)
PSC # 41758-14/15
Term Justification

The PSC term will correspond to the contract duration of five (5) years, with the anticipated term of December 1, 2014, through the end of the fiscal year, June 30, 2020. The current Parking Access and Revenue Control System (PARCS), will reach the end of its useful life in 2019. The requested PSC term will cover the term of the useful life of the system and provide coverage until the system is reevaluated and a decision has been made on when a system replacement will occur.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 9, 2012

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

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

TYPE OF REQUEST: INITIAL REQUEST MODIFICATION [PSC #4098-04/05]

TYPE OF SERVICE: Airport Parking Access Revenue Control System (PARCS)

FUNDING SOURCE: Airport Operating Funds

Original PSC Amount:	\$5,000,000	Original PSC Duration:	7/1/05 – 1/31/07
Modification #1:	\$1,000,000	Mod. #1 Duration:	2/1/07 – 1/31/11
Admin Mod. #2:	\$0	Admin. Mod. #2 Duration:	1/31/11 – 2/1/12
Admin Mod. #3:	\$200,000	Admin. Mod. #3 Duration:	7/1/11 – 6/30/12
Admin Mod. #4:	\$1,000,000	Admin. Mod. #4 Duration:	7/1/12 – 6/30/13
Proposed Mod. #5:	\$0	Proposed Mod. #5 Duration:	<u>7/1/13 – 12/31/14</u>
TOTAL PSC AMOUNT:	\$7,200,000	TOTAL PSC DURATION:	<u>7/1/05 – 12/31/14</u>

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Scope of work consists of providing a fully-functional Parking Access Control System (PARCS) at Domestic Garage, IT Garage "A", IT Garage "G", 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.

B. Explain why this service is necessary and the consequences of denial: The existing parking access revenue control system has reached the end of its useful life. When the parking revenue control system was installed in 1986, SFO had a total capacity of approximately 9,000 parking spaces. Currently, SFO's capacity has grown to over 16,000 parking spaces and the existing system has become unstable, jeopardizing revenue flow and parking operations. The old system is unreliable and cannot meet the Airport's requirements for security and financial reporting. *This modification enables the Airport to maintain the system for the 3-year term after system acceptance and maintain the proprietary system.*

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 PSC approval # 4098-04/05.

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
Union Name
Signature of person mailing/faxing form
Date
January 9, 2012

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4098-04/05
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION: Approved 3/19/12

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise: Contractor to have extensive knowledge and recent successful project experience in the installation of PARCS with license plate reader (LPR) at airports similar in size and gross revenue to SFO.
- B. Which, if any, civil service class normally performs this work? None. There are no Civil Service classes for the specialty of providing parking access revenue control systems.
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: Yes. The contractor will provide specialized parking access revenue control system components, such as the LPR system.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable: In addition to the specialized experience that is required to perform the job duties, there are also proprietary components which are not available.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain. No. This is a highly specialized field of expertise requiring a specific set of skills, qualifications, and experience.

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

- | | <u>Yes</u> | <u>No</u> |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees? | <input checked="" type="checkbox"/> | <input 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 (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained. | | |

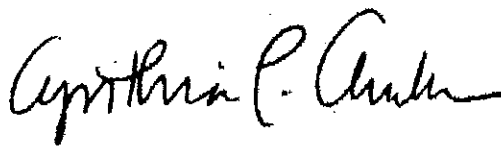
Contractor will provide 8 contract hours of on-site training for up to four (4) Airport employees.

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

E. Has a board or commission determined that contracting is the most effective way to provide this service? No, however, Airport Commission has approved Resolution No. 06-0239 for this project.

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? The contractor, Scheidt & Bachmann, was previously selected by an RFP and this PSC modification enables the Airport to extend the duration of the contract now that the system has been accepted for the 3-year maintenance contract that was part of the original contract.

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

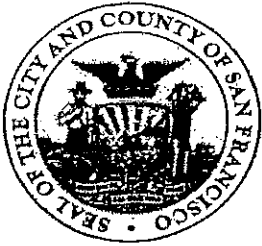
(650) 821-2014

Print or Type Name

Telephone Number

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

Address



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 23, 2012

NOTICE OF CIVIL SERVICE COMMISSION ACTION

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.

At its meeting of March 19, 2012 the Civil Service Commission had for its consideration the above matter.

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

The Commission adopted the following:

- (1) Adopted the report; Approved request for PSC #4001-09/10 as amended. Notified the Office of the Controller and the Office of Contract Administration.
- (2) Adopted the report; Approved request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: 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
 Chron

POSTING FOR
3/19/2012

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
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 Source 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 "G", 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

PERSONAL SERVICES CONTRACT SUMMARY

DATE: April 18, 2005

DEPARTMENT NAME: AIRPORT COMMISSION DEPARTMENT NUMBER: 27
TYPE OF APPROVAL: [] EXPEDITED [X] REGULAR (OMIT POSTING)
[] CONTINUING [] ANNUAL
TYPE OF REQUEST: [X] INITIAL REQUEST [] MODIFICATION (PSC#)
TYPE OF SERVICE: Providing a Parking Access Revenue Control System
FUNDING SOURCE: Airport Parking Management
PSC AMOUNT: \$5,000,000.00 PSC DURATION: July 2005 to Jan 2007

1. DESCRIPTION OF WORK:

- A. Concise description of proposed work: Scope of work consists of providing a fully-functional Parking Access Control System (PARCS) at Domestic Garage, IT Garage "A", IT Garage "G", Lot C, Lot D, Garage and Lot DD, and Westfield Garage.
B. Explain why this service is necessary and the consequences of denial. The existing parking access revenue control system has reached the end of its useful life.
C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): None
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):

NONE (Signature of person mailing/faxing form) 5/3/05 (Date)
Union Name (Signature of person mailing/faxing form) (Date)

RFP sent to: Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC #: 4098-04105

STAFF ANALYSIS/RECOMMENDATION:

Approved 6/6/05

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise:
Contractor to have extensive knowledge and recent successful project experience in the installation of Parking Access Revenue Control Systems (PARCS) with LPR at airports similar in size and gross revenues to SFO.
- B. Which, if any, civil service class normally performs this work? *None. There is no Civil Service class for the specialty of providing parking access revenue control systems.*
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: *Yes, the contractor will provide specialized parking access revenue control system components, software and hardware.*

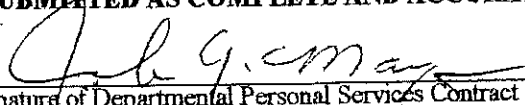
4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable: *City classifications currently do not perform these specialized services*
- B. Would it be practical to adopt a new civil service class to perform this work? Explain. *No. This is a highly specialized field of expertise requiring a specific set of skills, qualifications and experience.*

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

- | | <u>Yes</u> | <u>No</u> |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees?
- 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.
<i>Yes, Contractor will provide 8 contract hours of on-site training for up to (4) Airport information technology (ITT) staff regarding system and network administration in order to interface with the Parking Access Revenue Control System.</i> | <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? <i>Yes, Airport Commission Approval and Resolution No.05-0038 dated March 22, 2005 is attached.</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal 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:



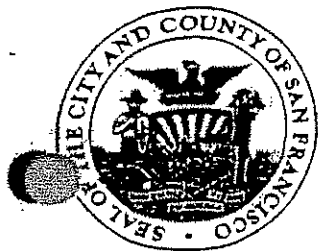
 Signature of Departmental Personal Services Contract Coordinator

John Marquez (650) 821-2095

 Print or Type Name Telephone Number

Human Resources
 Airport Commission
 P.O. Box 8097
 San Francisco, CA 94128

 Address



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

June 9, 2005

GAVIN NEWSOM
MAYOR

NOTICE OF CIVIL SERVICE COMMISSION ACTION

LINDA RICHARDSON
PRESIDENT

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 2011-04/05 THROUGH 2026-04/05 AND 4096-04/05 THROUGH 4110-04/05 AND 4107-97/98.

THOMAS T. NG
VICE PRESIDENT

At its meeting of June 6, 2005 the Civil Service Commission had for its consideration the above matter.

ALICIA D. BECERRIL
COMMISSIONER

It was the decision of the Commission to adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser.

DONALD A. CASPER
COMMISSIONER

If this matter is subject to the 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.

MORGAN R. GORRONO
COMMISSIONER

KATE FAVETTI
EXECUTIVE OFFICER

CIVIL SERVICE COMMISSION

KATE FAVETTI
Executive Officer

Attachment

- c: Shalonda Baldwin, Mayor's Office of Public Finance & Business Affairs
- Herberth Campos, Department of Human Resources
- Gordon Choy, Department of Public Works
- David Curto, Department of Human Services
- Philip Ginsburg, Human Resources Director
- Elizabeth Jacobi, Department of Human Resources
- Galen Leung, Department of Public Health
- John Marquez, Airport Commission
- Lee Okumoto, Public Utilities Commission
- Shawn Wallace, San Francisco Police Department
- Commission File
- Commissioners Binder
- Chron

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AIRPORT
05 JUN 13 AM 10:57
HUMAN RESOURCES
AIRPORT COMMISSION

37

POSTING FOR

May 16, 2005

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

Contract Number	Department	Amount	Description of Services	Term	Start Date
2026-04/05	Human Services	\$48,000,000	Will provide services as the employer of record for the In-Home Supportive Services Program (IHSS), establish a central registry, provide enrollment in a comprehensive health benefit system, advocacy and other support services for 12,000 homecare workers.	Continuing	6/30/2009
4096-04/05	Airport Commission	\$60,000	Will prepare SFO's Cost Allocation Plan ("CAP") for the year ended June 30, 2004 and advise SFO on the proper establishment of responsibility accounting within SFO's on-line Financial and Management Information System ("FAMIS").	Regular	6/30/2005
4097-04/05	Airport Commission	\$80,000	Will provide parking citation and hearing services.	Regular	6/30/2006
4098-04/05	Airport Commission	\$5,000,000	Will provide a fully-functional Parking Access Control System (PARCS) at Domestic Garage, IT Garage "A", IT Garage "G", Lot C, Lot D, Garage and Lot DD, and Westfield Garage.	Regular	1/31/2007

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CITY PLANNING -- CPC Dept. Code: CPC

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

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

Type of Service: Living Innovation Zone Grant

Funding Source: State Grant PSC Duration: 3 years 47 weeks
PSC Amount: \$300,000 PSC Est. Start Date: 08/01/2014 PSC Est. End Date: 06/30/2018

1. Description of Work

A. Scope of Work:

The Exploratorium will place a new approximately 3,000 sq. ft. temporary Living Innovation Zone in UN Plaza for two (2) years; Lead design process from concept sketches to design build; Solicit community feedback with district stakeholders; Produce 2D site plan and 3D site renderings for presentations and permit; Design and construct temporary Living Innovation Zone features; and Develop and fabricate 3-4 site-specific zones.

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

Service is necessary to further implement the Living Innovation Zone Program, which makes it possible to use public space in new and exciting ways, making it easier for people and organizations to utilize City-owned property for creative projects and innovative technologies. Denial would set back the program by preventing the use of a major project partner, the Exploratorium.

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 request to the Commission.

D. Will the contract(s) be renewed? This could be renewed, based on outcome and additional grant funding.

2. Union Notification: On 09/19/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Management & Superv Local 21, Architect & Engineers,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 37643 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 11/17/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Skills and/or expertise required include community engagement, design renderings, design build, and public outreach.

B. Which, if any, civil service class(es) normally perform(s) this work?
5278,5291,5277,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable for this temporary Living Innovation Zone project, which requires a very diverse set of skills, with an anticipated duration of two years.

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 for a specific, unique, and temporary project.

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 09/22/2014 BY:

Name: Danny Yeung Phone: 415-575-9042 Email: Danny.Yeung@sfgov.org

Address: 1650 Mission Street, Suite 400 San Francisco, CA 94103

Receipt of Union Notification(s)

Yeung, Danny (CPC)

From: dhr-psccordinator@sfgov.org on behalf of Danny.Yeung@sfgov.org
Sent: Friday, September 19, 2014 5:11 PM
To: Yeung, Danny (CPC); L21PSCReview@ifpte21.org; La, Belle (CPC); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 37643 - 13/14

RECEIPT for Union Notification for PSC 37643 - 13/14 more than \$100k

The CITY PLANNING -- CPC has submitted a request for a Personal Services Contract (PSC) 37643 - 13/14 for \$300,000 for Initial Request services for the period 08/01/2014 – 06/30/2018. 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/2117> 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: CITY PLANNING -- CPC Dept. Code: CPC

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

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

Type of Service: Citywide Street Tree Census

Funding Source: General Fund, Capital Planning PSC Duration: 3 years 34 weeks
PSC Amount: \$500,000 PSC Est. Start Date: 11/01/2014 PSC Est. End Date: 06/30/2018

1. Description of Work

A. Scope of Work:

The Department is conducting a Citywide Street Tree Census to inventory the city's 105,000 street trees, as the City lacks a comprehensive database of the street trees. Current, accurate, and up-to-date data is necessary for ongoing street tree maintenance, hazard mitigation, and planting within the City's public right-of-way. In addition, this data will be analyzed to quantify ecosystem services provided by the street tree population. This data will provide both City agencies and the public with a wealth of information about the trees on San Francisco's streets and lead to improved management and monitoring of this important urban natural resource.

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

The service is the necessary first step in a long process to identify and catalog all of the street trees in the City, which will be used in a coordinated effort to ensure proper health and maintenance of city street trees. Contracted services are necessary because the City does not have the staffing to perform the specialized services in-house for this one-time project. Denial would result in a significant delay in the implementation of the project; out-of-date data for ongoing street tree maintenance, hazard mitigation and planting within the city's public right-of-way; and poor management and monitoring of this important urban natural resource.

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. We are requesting CSC approval of this new service.

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

2. Union Notification: On 09/11/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Management & Superv Local 21, Laborers, Local 261, Ar

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43032 - 13/14

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 11/17/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
Specific skills and expertise required include assessing and evaluating conditions of trees/other vegetation (GPS coordinate, block side, area, location, species, diameter, stems, and condition according to an adapted rating system by the International Society of Arboriculture); maintaining tree inventories/work records; and updating a city tree database. In addition, analysis of all data collected to produce a summary of ecosystem services provided by the trees, including air pollution filtration, stormwater absorption, carbon storage, habitat creation, etc.

B. Which, if any, civil service class(es) normally perform(s) this work?
3435,5277,5278,5291,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Services are required for this one-time project only. The Planning and Public Works department lacks the staff resources to fully perform the range of services for this one-time project.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. This is a one-time, project related, technically specific, and deadline driven project.

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 NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 09/19/2014 BY:

Name: Danny Yeung Phone: 415-575-9042 Email: Danny.Yeung@sfgov.org

Address: 1650 Mission St, Suite 400 San Francisco, CA 94103

Receipt of Union Notification(s)

Yeung, Danny (CPC)

From: dhr-psccordinator@sfgov.org on behalf of Danny.Yeung@sfgov.org
Sent: Thursday, September 11, 2014 4:25 PM
To: Yeung, Danny (CPC); LiUNA.local261@gmail.com; L21PSCReview@ifpte21.org; Yeung, Danny (CPC); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43032 - 13/14

RECEIPT for Union Notification for PSC 43032 - 13/14 more than \$100k

The CITY PLANNING -- CPC has submitted a request for a Personal Services Contract (PSC) 43032 - 13/14 for \$500,000 for Initial Request services for the period 11/01/2014 -- 06/30/2018. 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/1840> 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: GENERAL SERVICES AGENCY - PUBLIC WORKS - DPW Dept. Code: DPW

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: As-Needed Pigeon Waste Cleanup and Abatement

Funding Source: Interdepartmental work orders PSC Duration: 4 years 47 weeks
PSC Amount: \$800,000 PSC Est. Start Date: 11/01/2014 PSC Est. End Date: 09/30/2019

1. Description of Work

A. Scope of Work:

Cleaning of equipment and structural components of pigeon waste, nets, and feathers. Also include disinfection of impacted areas as needed. Installation of pigeon abatement devices including but not limited to deterrent spikes, netting, deterrent tape, ultrasonic devices and static electricity devices.

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

Various areas of City owned buildings and maintenance yards are constantly inundated with pigeon waste, droppings, and feathers, and has become a health and safety issue for City employees as some of the waste is being found near employee workstations. If this PSC is not approved, it will limit the Department's ability to clean up and prevent health and safety risks to Cit employees, possibly resulting in the issuance of multiple emergency contracts.

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.
In the past such services were provided under DPW's as needed hazardous materials abatement contracts under City's Administrative Code 6.63.

D. Will the contract(s) be renewed? No. The intent is to perform this work under a general service contract ins

2. Union Notification: On 09/18/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40712 - 14/15

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 11/17/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 Requires experience in conducting Pigeon Waste Cleanup, Abatement, and disposal of waste in a very safe manner. Also requires experience installing pigeon deterrent devices such as spikes and netting. Work will involve working in proximity to high voltage lines, active maintenance areas, and occupied offices

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:
 The Contractor will provide equipment and pigeon abatement devices including but not limited to deterrent spikes, netting, deterrent tape, ultrasonic devices and static electricity devices not currently possessed by the City. The Contractor will frequently use lift equipment such as scissor lifts and boom lifts.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The City does not have civil service classes for specialized Pigeon Waste Cleanup, Abatement, Deterrent, and disposal of waste generated.

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

No, given the sporadic nature of service request it is not practical to adopt a new civil service class to perform this work.

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 10/21/2014 BY:

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA

Receipt of Union Notification(s)

Kim, Sung

From: dhr-psccordinator@sfgov.org on behalf of sung.kim@sfdpw.org
Sent: Thursday, September 18, 2014 1:49 PM
To: Kim, Sung; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; 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; Kim, Sung; Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40712 - 14/15

RECEIPT for Union Notification for PSC 40712 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 40712 - 14/15 for \$800,000 for Initial Request services for the period 11/01/2014 - 09/30/2019. 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/3861> 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)

Attachment to PSC Form 1

Additional Responses for PSC #40712-14/15

Section 1B: Various areas of City owned buildings and maintenance yards are constantly inundated with pigeon waste, droppings, and feathers, and has become a health and safety issue for City employees as some of the waste is being found near employee workstations. If this PSC is not approved, it will limit the Department's ability to clean up and prevent health and safety risks to Cit employees, possibly resulting in the issuance of multiple emergency contracts.

Section 1D: No, the intent is to perform this work under a general service contract instead of under Chapter 6 Hazardous Materials Abatement as it has been performed in the past. If it is determined that additional contracts are needed, the department will request a PSC increase and issue new solicitations.

San Francisco City's Administrative Code 6.63

SEC. 6.63. HAZARDOUS MATERIALS ABATEMENT WORK.

When the Director of Public Works (the "Director") determines: (1) that hazardous materials on public property must be expeditiously abated (the "work"); and (2) that there is inadequate time to advertise and competitively bid the work in accordance with this Chapter, then the work may be performed in accordance with the following procedures:

(A) The Department of Public Works shall advertise for and receive proposals from hazardous materials abatement contractors, which proposals shall address the qualifications of the contractors to perform the abatement work. The proposals shall be evaluated according to the requirements of this Chapter and Chapters 12B, 12C and 12D.A, relevant to professional services contracts.

(B) The Department of Public Works shall select a sufficient number of qualified contractors to perform the amount of hazardous materials abatement work anticipated to be required in the upcoming one or more years and enter into master agreements on an "if- and as-needed" basis with those contractors. Each master agreement shall state the maximum total dollar value of work each contractor is authorized to perform during the contract period.

(C) The Department shall seek price quotations for performance of the work from at least three of the contractors with master agreements. The contract for the work will be awarded to the contractor submitting the lowest quotation, except as otherwise provided herein. The Department shall keep a record of such quotations and a register of all awards made thereunder. In the event that the Department is unable to obtain three quotations, the Director shall base the award on the quotation or quotations received. If the Director believes that the public interest would best be served by accepting other than the lowest quotation, he or she is hereby authorized to accept the quotation that in his or her discretion will best serve the public interest. The Director may reject any and all quotations and request new quotations.

(Added by Ord. 286-99, File No. 991645, App. 11/5/99)

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: Video Wall and Digital Signage Solutions Services for SFPD new Public Safety Building

Funding Source: General, Bond, Public and Lease PSC Duration: 50 weeks
PSC Amount: \$250,000 PSC Est. Start Date: 12/15/2014 PSC Est. End Date: 11/30/2015

1. **Description of Work**

A. Scope of Work:

The San Francisco Police Department (SFPD) is requesting proposals for a turnkey, fully integrated and highly compatible video wall and digital signage solution at the new Police Headquarters on the public safety campus, including all equipment, software licensing, system integration and professional implementation services. All primary equipment, servers, software, applications, etc. will be located in the Network Equipment Room or other viable location in the Police Headquarters on the public safety campus. The proposed solution should have mainstream hardware and software components with no or minimal proprietary components. Due to the nature of public safety and emergency preparedness, SFPD is seeking a solution that allows the Administrative Department Operations Center, in the event of an emergency or disaster, to serve and operate simultaneously with the primary Department Operations Center, maintaining the same functions and features, and also serve as a backup if the primary DOC becomes unavailable or inoperable.

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

If this request is denied, the SFPD's public safety initiative and emergency preparedness would be jeopardized, since the key element for this equipment and project is its strategic Mass communication alerts for all SFPD stations. The current system at the primary Department Operations Center is old and difficult to maintain because the vendor is no longer in business. A new system is necessary for the new Public Safety Building to be interoperable with the primary Department Operations Center Video Wall, so that any San Francisco activity or situation can be actively monitored for public safety by the San Francisco Police Department.

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 request for a new building.

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

2. **Union Notification:** On 09/22/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43822 - 14/15

Civil Service Commission Action:

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 11/17/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 Expertise in a turnkey, fully integrated and highly compatible video wall and digital signage solution at the new Police Headquarters on the public safety campus, including all equipment, software licensing, system integration and professional implementation services.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 Yes, the vendor is expected to provide the equipment as part of its solution.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The City does not have any employees designing a fully integrated and highly compatible video wall and digital signage solution.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
 No, this is a project based services request.

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? Training for 40 users for 40 hours.	<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 10/22/2014 BY:

Name: Jolie Gines Phone: 415 581 3974 Email: jolie.gines@sfgov.org

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

Receipt of Union Notification(s)

Gines, Jolie

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
Sent: Monday, September 22, 2014 4:55 PM
To: Gines, Jolie; L21PSCReview@ifpte21.org; Gines, Jolie; Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43822 - 14/15

RECEIPT for Union Notification for PSC 43822 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 43822 - 14/15 for \$250,000 for Initial Request services for the period 12/15/2014 -- 11/30/2015. 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/3970> 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)

City and County of San Francisco

Request for Proposals for

**Administrative Department Operations Center Video Wall
and Headquarters Digital Signage System for
New Police Headquarters on the Public Safety Campus**

DT RFP #2015-01



Date issued:

September 30, 2014

Pre-proposal conference:

10 a.m., October 7, 2014

Proposal due:

2 p.m., October 28, 2014

DT RFP #2015-01 Request for Proposals for
Video Wall and Digital Signage for SFPD Public Safety Campus

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Appendices:

- A. CMD Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts, for contacts \$50,000 and over document (separate document).
Proposers must submit the following forms:

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

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

- Form 4 Joint Venture Participation Schedule

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

**DT #2015-01 Request for Proposals for
Video Wall and Digital Signage System for SFPD Public Safety Campus**

I. Introduction and Schedule

A. General

The contract shall have an original term of three years for maintenance service. In addition, the City shall have two options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion

B. Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	September 30, 2014
Pre-proposal conference	October 7, 2014
Deadline for submission of written questions or requests for clarification	October 9, 2014
Proposals due	October 28, 2014
Oral interview with firms selected for further consideration	November 13, 2014

II. Scope of Work

A. Introduction

The City and County of San Francisco (CCSF) is building a new Police Headquarters on the public safety campus in Mission Bay at 1245 Third Street. The new Police Headquarters will accommodate an administrative Department Operations Center (Admin DOC) to serve as a backup to the primary Department Operation Center (DOC) located at 1700 17th Street.

The Admin DOC is envisioned to be fully operational with matching functionality or as reasonably similar functionality as the primary DOC. Proposers will be invited to site visits of the primary DOC on Tuesday, October 7, 2014 at 1:30 p.m. to obtain a better operational perspective of the current primary DOC functionality and also the Admin DOC on Tuesday, October 7, 2014 at 3:30 p.m. to obtain a better perspective of the room size and existing infrastructure.

B. Proposed Environment

The San Francisco Police Department (SFPD) is requesting proposals for a turnkey, fully integrated and highly compatible video wall and digital signage solution at the new Police Headquarters on the public safety campus, including all equipment, software licensing, system integration and professional implementation services. All primary equipment, servers, software, applications, etc. will be located in the Network Equipment Room or other viable location in the Police Headquarters on the public safety campus. The proposed solution should have mainstream hardware and software components with no or minimal proprietary components.

Due to the nature of public safety and emergency preparedness, SFPD is seeking a solution that allows the Admin DOC, in the event of an emergency or disaster, to serve and operate simultaneously with the primary DOC, maintaining the same functions and features, and also serve as a backup if the primary DOC becomes unavailable or inoperable.

You are required to bid on:

- A. Video Wall Solution at the Admin DOC in Police Headquarters.
- B. Digital Signage Solution at the Admin DOC in Police Headquarters
- C. Service to maintain the new system.

Your bid should include services, all hardware infrastructure, Video Wall Screens, ancillary equipment, centralized software to control display on the video wall and to other end-points within Police Headquarters. The proposed solution should also have the extensibility to perform some of the desired functions represented in **Section D "Planned Future Communications Technologies"** below.

Note: It is not required but highly desired for vendors to include the hardware/software/ancillary equipment maintenance services for budget and planning purposes.

The proposed system is required to have the following functionality and capabilities:

1. VIDEO WALL

Vendor should recommend the total number of video wall screens based on Admin DOC room dimensions during their site visit. The new space will host 10 PCs installed by SFPD IT team, which will be networked and should be able to be displayed on video wall as needed

- Video wall screens should be commercial grade able to operate 24x7 with thin bezels
- HVAC consideration for cooling behind the video wall, if necessary, should be included in this proposal
- Video wall solution should have management console/software which controls the video wall layout creation and mapping of the input sources such as PC, audio, video, satellite television and cable channels. The pre-defined layouts and mapped schema should be controllable via PC or hand-held smart devices
- Video wall screens should display visual and audio content from varied input sources (PC, HDMI/USB external portable devices, cable/satellite services)
- Ability to display 2 to 3 cable/satellite television channels in conjunction with other internal or external applications in the layout
- Ability to display multiple computer applications from any of the 10 PCs in the room to the video wall in a pre-defined layout
- Ability to display any/all law enforcement applications on video wall screen in pre-defined layouts or impromptu "on-the fly" layouts
- Ability to display security camera feeds (IP-based or other formats) from internal or external networks
- Ability to display crime maps or other geographic information system (GIS) based applications
- Smart board enabled and connected to the video wall

2. DIGITAL SIGNAGE

- Police Headquarters on the Public Safety Campus
- Locations of 65" or larger flat panel displays at Police Headquarters on the public safety campus (power and network conduit provided and should not be bid)
 - Main Lobby
 - Staff Elevator on 4th floor
 - Staff Elevator on 5th floor
 - Staff Elevator on 6th floor
- Ability to display audio and video digital content over multiple end-points in the Public Safety Campus.
- Ability to display static content of meetings, schedules, Topic of the Day, etc.

- Ability to display other critical alerts both audible and text (emergencies, Chief's message, etc.)
- Ability to display cable or satellite television video and audio services
- Ability to display pre-defined layouts or templates with static or streaming content
- Ability to choose which content layout is displayed on which screen
- Ability to have multiple layouts
- Ability to schedule layouts in different times, roll calls, chief message and other content as desired
- Content (Stored Video on hard-drive or YouTube, RSS Feeds, Static Message, Share Point Portal Display, Web pages, Static Power point, Audio/video)
- Ability to maximize screen layout including Cable/satellite TV in the displays
- Digital Layout Content management, 1-Many Digital Layout Content Management
- Ability to choose which content layout is displayed on which screen at various locations
- Content (Stored Video on hard-drive or web, RSS Feeds, Static Message, Share Point Portal Display, Web pages, Static Power point, Audio/video).

3. SERVICE

- One year of maintenance to include hardware & software support – 24x7x365, price out additional years of maintenance after one year
- Remote monitoring, guaranteed 99% uptime and support
- All equipment (hardware, software, integration & implementation services covered)
- Vendor must have 15-30 minutes of initial response metric and if needed, On-site support within an hour of the call placed and fixed within 1 hour resolution of any issue and integration/compatibility issue with the implementation

4. PLANNED FUTURE COMMUNICATIONS TECHNOLOGIES

SFPD is seeking proposals with a design and capability of utilizing and expanding SFPD communications beyond a single site video wall and digital signage solution into a broader integrated department-wide communications system. This includes alignment and integration with the City and County of San Francisco's (CCSF) strategic vision for utilizing instant messaging, mobility, web conferencing, video conferencing, unified messaging and similar communications capabilities.

Key elements of the CCSF strategic communications vision include compatibility and integration with:

- Microsoft Office 365
- Microsoft Lync
- Microsoft Unified Messaging

- Web conferencing
- Mobility – continued use of Google Android and BlackBerry (both currently used by SFPD) and also Apple iOS and other smartphones and tablets
- **Video Wall**
 - Software controlling the video wall extensible to display screens that are remote to Police Headquarters within the SFPD network.
 - Software should have the ability to blast entire set or select set of screens on video wall from the Admin DOC to all pre-defined locations on SFPD network
- **Digital Signage**
 - Any Smart TV with Internet capability at locations should be able to display content in digital framework like crime bulletins, most wanted, crime alerts, critical alerts, emergencies, etc. from Admin DOC/DOC/Current location.
 - Ability for Mass Communication Alerts from One Control Center (Chief's Office or DOC or Admin DOC) to override display at all location in case of emergency such as earthquake or major event.
 - 10 District station screens, 2 screens at DOC, 1 screen at Crime Lab, 4 at Academy, 2 to 3 screens for other locations are considered for future expansion

5. CURRENT ENVIRONMENT “AS-IS”

Currently, existing Police district stations and operational locations have some limited standalone television displays or flat panel monitors. There is no enterprise digital signage system or application interconnecting or standardizing the information and content displayed. All Police district stations and operational locations have network connectivity among sites and are connected to the CCSF fiber ring. Connectivity is at least one gigabyte and the new Police Headquarters on the public safety campus will have ten gigabyte connectivity.

Following are the locations of SFPD:

Site	Address
DOC	1700 17th Street
Police Headquarters at Public Safety Campus	1245 Third Street
Police Academy	350 Amber Drive
Tenderloin District Station	301 Eddy St.
Richmond District Station	461 6th Ave
Central District Station	766 Vallejo St.
Northern District Station	1125 Fillmore
Taraval District Station	2345 24th Ave
Park District Station	835 Stanyan St.
Bayview District Station	20 Williams Ave.
Ingleside District Station	1 Sgt John V. Young Lane
Mission District Station	630 Valencia St.
Hunters Point Crime Lab	Hunters Point Bld 606
Hall of Justice (current Southern District Station and Police Headquarters)	850 Bryant St.

Below are the core operational business requirements of SFPD's DOC:

Item #	Business Requirements - DOC	Technology/Business Functions
1.	Situational awareness of an event in near real-time	Video Wall (see requirements outlined earlier in RFP)
2.	Notification to the Command Staff, other groups on a need to know basis	Blackberry > Instant messaging Email > Distribution List Phone > Phone calls as needed to appropriate teams
3.	Guide Various Units within SFPD on assets, resource mapping based on needs	CAD Dispatch > Real-Time Pending Calls View > Officers Dispatched to Scene view > How many units are going to scene > Resource Mapping as needed Google Maps/Crime Maps/CDW: > Mapping Crimes > Mapping Incident > Aerial/Street view of crime scene location Assets and Resources > Assets Allocations (Command Van, MIOC, Cameras, Bomb Squad etc...) > Resource Allocations > Resource Assignment Coordination
4.	Pro-Active Support for all units within SFPD for safety of our citizens and officers (24x7x365)	Monitoring Media Coverage > Monitoring News Feed from Local/National Channels Continuous Monitoring for Officer Safety > Monitoring Camera Feeds for officer threats Monitoring Tourist Locations/Events for Safety of Citizens > Camera Feeds/Events Monitoring Radios: > For Emergencies > For Homicide > For Unusual Activity > For Terrorist Threats
5.	Communication bridge between other law enforcement agencies & FBI	Mutualink > Radio IP Coordination for Runs/Suspects across local law enforcement agencies > Sharing Information with other law enforcement agencies > Sharing video feeds from FBI on aerial camera feeds

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 2:00 p.m., on Tuesday, October 28, 2014. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with the Department of Technology receptionist or mailed to:

Jolie Gines
DT RFP #2015-01
Video Wall and Digital Signage System for SFPD Public Safety Campus
Department of Technology
One South Van Ness Ave., 2nd Floor
San Francisco, CA 94103

Proposers shall submit 6 copies of the proposal and two copies, separately bound, of required CMD Forms in a sealed envelope clearly marked DT RFP #2015-01 to the above location. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

B. Format

The department will place proposals in three-ring binders for the review panel. Please use three-hole recycled paper, print double-sided to the maximum extent practical, and bind the proposal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

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

If your response is lengthy, please include a Table of Contents.

You must also submit an electronic version of the proposal to:

dtcontracts@sfgov.org

C. Content

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

1. Introduction and Executive Summary (up to 1 page)

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

2. Project Approach (up to 20 pages)

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

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Assignment of work within your firm's work team.

3. Firm Qualifications (up to 5 pages)

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

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. A description of not more than four projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or subconsultants are proposed provide the above information for each.

4. Team Qualifications (up to 10 pages)

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

5. References (up to 5 pages)

Provide references for the lead consulting firm, lead project manager, and all subconsultants, including the name, address and telephone number of three (3) recent clients (preferably other public agencies).

6. Fee Proposal

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

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

- a. Total fee for each of the disciplines identified in the Scope of Work with a not-to-exceed figure; and
- b. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

City and County of San Francisco Request for Proposals for
 New Police Headquarters on the Public Safety Campus
 Administrative Department Operations Center Video Wall and Headquarters Digital Signage
 System

DT RFP #2015-01 Evaluation and Selection Score Sheet

Contractor: _____	
Minimum Qualifications*	
<ul style="list-style-type: none"> • Prime and Sub Contractor must have at least three (3) years of current and continuous experience in providing video wall and digital signage design and implementation of systems of similar size and complexity. 	Pass/Fail
<ul style="list-style-type: none"> • Prime and Sub Contractor must have current certifications for staff that will be working on the design and implementation of this project. 	
Selection Criteria	
Score	
Project Approach (50 points) <ul style="list-style-type: none"> • Understanding of the project and the tasks to be performed, etc. 	
Experience of Firm and Sub-consultants and Staff (25 points) <ul style="list-style-type: none"> • Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person; and • Professional qualifications and education; and • Workload, staff availability and accessibility. • Expertise of the firm and sub-consultants in the fields necessary to complete the tasks; and • Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and • Experience with similar projects; and • Results of reference checks. 	
Overall Cost (15 points) <ul style="list-style-type: none"> • Reasonableness of work schedule and fee proposal 	
Oral Interview (10 points) <ul style="list-style-type: none"> • Following the evaluation of written proposals, all proposers will be invited to an oral interview. The interview will 	

RFP for DT RFP #2015-01
Video Wall and Digital Signage System for SFPD Public Safety Campus

consist of standard questions asked of each of the proposers. The written scores will be utilized for the final ranking, scoring and selection	
Evaluator's Total Score	

**Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.*

Evaluator Name:

Evaluation Date:

Comments:

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

1. The Prime and Sub Contractor must have at least three (3) years of current and continuous experience in providing video wall and digital signage design and implementation of systems of similar size and complexity.
2. The Prime and Sub Contractor must have current certifications for staff that will be working on the design and implementation of this project.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in network, video and audio systems. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. The firms scoring 85 points for their proposal will be interviewed by the committee to make the final selection.

1. Project Approach (50 points)

- a. Understanding of the project and the tasks to be performed, etc.
- b. Reasonableness of work schedule and fee proposal.

2. Experience of Firm and Subconsultants (25 points)

- a. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person; and
- b. Professional qualifications and education; and
- c. Workload, staff availability and accessibility.
- d. Expertise of the firm and sub-consultants in the fields necessary to complete the tasks; and
- e. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
- f. Experience with similar projects; and

3. Overall Cost (15 points)

- Reasonableness of work schedule and fee proposal.

4. Oral Interview (10 points)

Following the evaluation of written proposals, all proposers will be invited to an oral interview. The interview will consist of standard questions asked of each of the proposers. The written scores will be utilized for the final ranking, scoring and selection

V. Pre-proposal conference and Contract award

A. Pre-Proposal Conference

Proposers must attend a pre-proposal conference on 10 a.m., Tuesday, October 7, 2014 to be held at One South Van Ness Avenue, 2nd Floor, San Francisco, CA 94103. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

B. Contract Award

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

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

dtcontracts@sfgov.org

C. Objections to RFP Terms

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

D. Change Notices

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

E. Term of Proposal

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

F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

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

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

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

J. Sunshine Ordinance

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

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

K. Public Access to Meetings and Records

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

L. Reservations of Rights by the City

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

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

M. No Waiver

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

N. Local Business Enterprise Goals and Outreach

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

1. LBE Subconsultant Participation Goals

The LBE subconsulting goal for this project is 12% of the total value of the goods and/or services to be procured.

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

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

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

2. LBE Participation

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

- a. A 10% bid discount shall be applied to Small LBEs and Micro-LBEs bidding as primes; or
- b. A 2% bid discount will be applied to an SBA-LBE, except that the 2% discount shall not be applied at any stage if it would adversely affect a Small LBE or Micro-LBE bidder.

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

3. CMD Forms to be Submitted with Proposal

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

RFP for DT RFP #2015-01
Video Wall and Digital Signage System for SFPD Public Safety Campus

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

If you have any questions concerning the CMD Forms, you may call Lupe Arreola, the Contract Monitoring Division Contract Compliance Officer for this proposal at 415 581 2306, lupe.arreola@sfgov.org.

VII. Contract Requirements

A. Standard Contract Provisions

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

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

B. Nondiscrimination in Contracts and Benefits

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

C. Minimum Compensation Ordinance (MCO)

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

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

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

D. Health Care Accountability Ordinance (HCAO)

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

E. First Source Hiring Program (FSHP)

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

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

F. Conflicts of Interest

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

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

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

B. Protest of Contract Award

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

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

C. Delivery of Protests

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

dtcontracts@sfgov.org
Protest DT RFP #2015-01
Video Wall and Digital Signage System for SFPD Public Safety Campus

Appendix B

Standard Forms

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

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

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

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Contract Monitoring Division at (415) 252-2500.

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

RFP for DT RFP #2015-01
 Video Wall and Digital Signage System for SFPD Public Safety Campus

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	http://sfgsa.org/index.aspx?page=4762 In Vendor Profile Application		in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	(415) 581-2310
4.	CMD LBE Certification Application http://sfgsa.org/index.aspx?page=4762 In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Unit 30 Van Ness, #200 San Francisco, CA 94102-6059 (415) 581-2310

Where the forms are on the Internet

Office of Contract Administration

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

Contract Monitoring Division

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

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: 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: <u>\$65,000</u>	PSC Mod#2 Duration: <u>04/01/15-03/31/16 (1 year 1 day)</u>
PSC Cumulative Amount Proposed: <u>\$200,000</u>	PSC Cumulative Duration Proposed: <u>2 years</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 MOD 1 was approved by Civil Service Commission on 6/16/14

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

2. Union Notification: On 10/15/14, the Department notified the following employee organizations of this PSC/RFP request: Transport Workers Union, L 200; TWU - Miscellaneous; TWU - Automotive Service Worker;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 30933 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/17/2014



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 10/15/14 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)

Gong, Henry (SHF)

From: dhr-psccordinator@sfgov.org on behalf of henry.gong@sfgov.org
Sent: Wednesday, October 15, 2014 3:28 PM
To: Gong, Henry (SHF); local200twu@sbcglobal.net; ritchell@twusf.org; Gong, Henry (SHF); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of 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 \$65,000 for services for the period April 1, 2015 – March 31, 2016. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1953>

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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY

Section 4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

a. Explain why civil service classes are not applicable:

Federal Transportation Administration ("FTA"), under #49 Code of Federal Regulations, Section 604.9(a) states as follows: "If a recipient desires to provide an 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. To the extent that there is one such private operator, the recipient is prohibited from providing the charter service with FTA funded equipment or facilities unless one or more of the (seven) exceptions in the Section 604.9(b) applies.

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

Civil Service Commission Action:

DHR Analysis/Recommendation:

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)

	<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? Exercise 1 year option on current contract with Transmetro.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Civil Service Commission - June 16, 2014 - Meeting Minutes

Civil Service Commission - June 16, 2014

MINUTES

Regular Meeting

June 16, 2014

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:06 p.m.

ROLL CALL

President Scott R.
Heldfond

Present

(92)

Speakers: Jolie Gines, General Services Agency - Department of Technology

Action: Adopted the report. Approved the request for Personal Services Contract #4070-09/10, on the following two conditions: 1) that the Department of Technology submit quarterly reports to the Commission identifying the projects or type of work which has been contracted out or will be contracted out under this request and the dollar amount of each request (with notifications to affected unions when applicable) as required by the Commission at the time that it initially approved the department's request; and, 2) that the Department of Technology work with the Executive Officer to amend the PSC Form 1 to include updated information and the missing information that the Commission requested regarding the training to be provided (number of hours, employees affected, etc.). Notified the Office of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

0131-14-8 Review of Request for Approval of Proposed Personal Services Contract Number 30933-13/14. (Item No. 11)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
	Sheriff			Modi-	

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30933-13/14

Current Approved Amount	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.	Current Approved Duration
\$65,000		4/1/14-
Increase Amount Requested		3/31/2015
\$70,000		
New Total Amount Requested		
\$135,000		

June 2, 2014: Continued Personal Services Contract #30933-13/14 to the Commission meeting of June 16, 2014 so that the Sheriff's Department can provide proper notice to the Transport Workers Union Local 250A.

(Vote of 5 to 0)

Speakers: None.

Action: Adopted the report. Approved the request for proposed Personal Services Contract #30933-13/14; Notified the Office of the Controller and the Office of Contract Administration.



914

(Vote of 5 to 0)

**Human Services Agency's Annual Report on Contracts Awarded under
0120-14-8 Personal Services Contracts with Continuing Approval—Personal Services
Contracts Numbers 2000-08/09 through 2009-08/09. (Item No. 12)**

PSC#	Department	Amount	Type of Service	Duration
2000-08/09	Human Services Agency	Per Term	Recruiting appropriate families throughout the Bay Area and other counties, providing orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	7/1/2009
		\$7,500,00		-Continuing
2001-08/09	Human Services Agency	Per Annual	Services include recruitment and support to perspective and existing foster and kinship parents. These services provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities. Services provided to children in foster care; include therapeutic services, tutoring, and independent living skills,	7/1/2009
		\$1,500,000		-Continuing
		Per Term		7/1/2009
		\$65,000,000		-Continuing
		Per Annual		
		\$13,000,000		

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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

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

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

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:

- | | |
|---|---------------------------------------|
| 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:

- | | |
|---|---|
| 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 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

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

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

b. Compliance and Enforcement

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

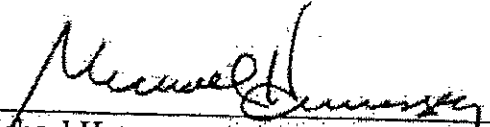
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

TRANSMETRO, INC.

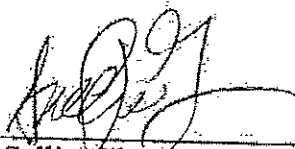

Michael Hennessey
SHERIFF
San Francisco Sheriff's Department

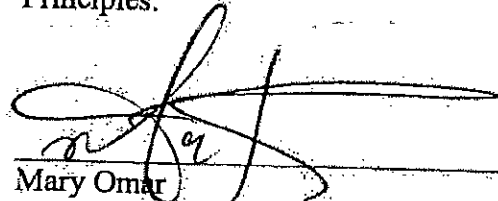
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

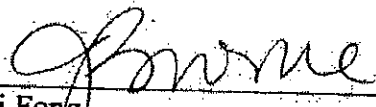
I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the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

Dennis J. Herrera
City Attorney

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.

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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. | |