



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: January 16, 2015

To: The Honorable Civil Service Commission

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

From: Cynthia Avakian, AIR
Jacquie Hale, DPH
Sung Kim, DPW
Cynthia Hamada, MTA
Shamica Jackson/Stacey Lo, PUC
Sean McFadden, REC
Jolie Gines, TIS

Subject: **Personal Services Contracts Approval Request**

This report contains ten (10) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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 |
|----------------------|----------------------------------------|-----------------------|
| \$74,640,000 | \$37,047,938 | \$848,942,733 |

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Published on Personal Services Request Database (<http://apps.sfgov.org/dhrdrupal>)

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POSTING FOR

February 02, 2015

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

2015-02-02

APPLY

| PSC No | Dept Designation | PSC Amount | Description of Work | PSC Estimated Start Date | PSC Estimated End Date |
|---------------|----------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------|
| 46827 - 14/15 | AIRPORT COMMISSION | \$50,000,000.00 | The project requires Design-Build (D/B) and Project Management Support Services (PMSS) for design and construction of the new Long Term Parking Garage No. 2 facility at the San Francisco International Airport (SFO). The project involves one or more multi-level above-ground parking structure(s) to be constructed within the SFO's landside Lot DD. Work will include ground improvement and/or subsurface preparation within Lot DD required for the new parking facility; relocation of and/or modifications to existing utilities such as sewer, water, electrical/power, natural gas, telecommunications and data etc.; rerouting of traffic access/egress and existing traffic thoroughfares as required; and implementation of Mitigation Measures and best management practices specific to the Project. | February 1, 2015 | June 30, 2019 |
| 47420 - 14/15 | PUBLIC HEALTH | \$2,840,000.00 | Contractor will provide implementation and customization of contractor's licensed decision support software product to the San Francisco General Hospital (SFGH) and the Laguna Honda Hospital (LHH). The software must be licensed, healthcare focused, commercially available product, and must include a fully integrated labor module, financial module, and cost accounting module. The contractor will develop a deployment strategy in collaboration with the DPH consistent with current DPH technical parameters for End-User devices, server configurations, software version controls, connectivity and security. The contractor will also need to execute a Health Insurance Portability and Accountability (HIPAA) Business Associates Agreement (BAA) and be prepared to provide requested security certifications for network connectivity and relevant data center operations. In addition, the contractor will need to provide ongoing maintenance and upgrades to the software product, in-depth technical and system training for DPH information technology, clinical and administrative managers/staff for on-going support and utilization of the systems. This PSC applies only to the professional services portion of the agreement. | January 1, 2015 | December 31, 2019 |
| 40737 - 14/15 | GENERAL SERVICES AGENCY - PUBLIC WORKS | \$600,000.00 | San Francisco Public Works is seeking a qualified team of consultants to be the City's representatives in leading and coordinating the material testing and special inspection services related to the construction of Office of Chief Medical Examiner facility. The Materials Testing and Special Inspection (MTSI) Team will be responsible for the monitoring of the materials and workmanship of all work that is critical to the integrity of a building structure to ensure compliance with the approved plans and specifications. The Special Inspectors will be responsible for performing all structural inspections prescribed by Local and State Building Codes and other regulatory agencies, including but not limited to concrete placement & sampling; reinforcing steel; shotcrete, bolts installed in new concrete; drilled dowels and anchors; structural welding; special moment-resisting frame; high-strength bolting, structural masonry; special grading and in-place soil density tests (soil compaction), excavation, and backfill; and sprayed-on fireproofing. | April 1, 2015 | December 31, 2016 |
| 42813 - 14/15 | GENERAL SERVICES AGENCY - PUBLIC WORKS | \$400,000.00 | Provide specialized services in audio-visual telecom to support DPW design staff on an as-needed basis. Audio-visual telecom engineers are specialized consultants who are experts in the area of audio-visual telecom analysis and engineering. The City intends to award two (2) contracts for \$200,000 each, and contract duration of two (2) years each. | December 8, 2014 | June 30, 2018 |
| 43857 - 14/15 | | \$500,000.00 | | | |

| PSC No | Dept Designation | PSC Amount | Description of Work | PSC Estimated Start Date | PSC Estimated End Date |
|---------------|----------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------|
| | GENERAL SERVICES AGENCY - PUBLIC WORKS | | Provide specialized services in Acoustical engineering to support DPW design staff on an as-needed basis. The City intends to award two (2) contracts for \$250,000 each, and contract duration of two (2) years each. | December 8, 2014 | June 30, 2018 |
| 41791 - 14/15 | MUNICIPAL TRANSPORTATION AGENCY | \$400,000.00 | The contractor will provide intermittent, as-needed towing and roadside assistance services for the San Francisco Municipal Transportation Agency (SFMTA) rubber-tire revenue vehicles, which include diesel and hybrid buses and electric trolleys, on a 24-hour/7-days-a-week basis. | March 1, 2015 | February 28, 2019 |
| 41564 - 14/15 | PUBLIC UTILITIES COMMISSION | \$200,000.00 | The San Francisco Public Utilities Commission (SFPUC) has installed a network of on-line sensor systems continuously monitoring the water system and providing early warning indications of abnormalities. This network was enhanced when SFPUC was selected as a pilot utility for the US Environmental Protection Agency's (EPA) Water Security Initiative Contamination Warning System (CWS) Demonstration Pilot Program. With this grant, the SFPUC installed 10 monitoring sites within the city distribution system and created a dashboard interface system to integrate the network. The grant ended in December 2012. This contract will provide SFPUC with ongoing support and maintenance services for the CWS system to transition it from pilot program to sustainable operation. The work will focus on maintaining the reliability of existing investments and reducing ongoing operations and maintenance costs, and systems located in lower priority areas will be relocated to higher priority, sensitive locations. | February 10, 2015 | February 9, 2017 |
| 46800 - 14/15 | PUBLIC UTILITIES COMMISSION | \$18,500,000.00 | Contract work will consist of designing, manufacturing and installation of stator core, windings and rehabilitation or replacement work on the rotor for two (2) hydro-generation units at Moccasin Powerhouse. The modifications will also increase the capacity of the units from 57.5 MegaVars to a new rating of 61 MegaVars. This Design-Build seeks approval for the value of the designing, manufacturing and installation services. | March 1, 2015 | September 26, 2018 |
| 40401 - 14/15 | RECREATION AND PARK COMMISSION | \$200,000.00 | Research, facility assessment, and analysis to determine and make recommendations of Recreation and Park Department's (RPD) Program Accessibility directly related to the 2010 American with Disabilities Act (ADA) Standard's addition of recreation elements. | April 1, 2015 | April 1, 2016 |

TOTAL AMOUNT \$73,640,000



Posting For February 02, 2015

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2015-02-02

APPLY

| PSC Number | Commission Hearing Date | Department | Additional Amount | Cumulative Total | Description | Start Date | End Date | Approval Type |
|-------------------------------|-------------------------|---------------------------------------------------------|-------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|---------------|
| 4027-10/11 - MODIFICATIONS | February 2, 2015 | GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS | \$1,000,000 | \$4,000,000 | Contractor will assist the Department of Technology (DT) with cable pulling services and installation, testing and termination of voice, data and network infrastructure services to City Departments as directed by the DT. Contractor will provide tools, including cable installaiton and testing tools, computers, communications equipment, non-specialized vehicles such as pick-up trucks or vans. Contractor may also be required to provide parking arrangements, and all other work-related necessities to complete the scope of work defined herein. Contractor must provide prompt and accurate estimates to the DT on lead times needed for each project. Contractor must also include any information on special circumstances that will increase or decrease the necessary lead time (e.g., job sizes that requiqre more lead time or job types that require more lead time). The Contractor will follow job acceptance and certification procedures as provided in the final Scope of Work. Contractor will also submit written reports as requested based on deliverable acceptance criteria that will be stated in the final Contract. | 12/31/2010 | 08/31/2016 | REGULAR |

TOTAL AMOUNT \$1,000,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

Type of Approval: Expedited Regular Omit Posting

Type of Service: Project Management Support Services (PMSS) & Design Build (D/B) Services for Parking Garage

Funding Source: Airport Capital Funds PSC Duration: 4 years 21 weeks
PSC Amount: \$50,000,000 PSC Est. Start Date: 02/01/2015 PSC Est. End Date: 06/30/2019

1. Description of Work

A. Scope of Work:

The project requires Design-Build (D/B) and Project Management Support Services (PMSS) for design and construction of the new Long Term Parking Garage No. 2 facility at the San Francisco International Airport (SFO). The project involves one or more multi-level above-ground parking structure(s) to be constructed within the SFO's landside Lot DD. Work will include ground improvement and/or subsurface preparation within Lot DD required for the new parking facility; relocation of and/or modifications to existing utilities such as sewer, water, electrical/power, natural gas, telecommunications and data etc.; rerouting of traffic access/egress and existing traffic thoroughfares as required; and implementation of Mitigation Measures and best management practices specific to the Project.

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

On-site SFO parking facilities, anticipated to be at 98% capacity in 2018, will be further reduced by additional projects occurring in 2016. Specialized PMSS and D/B services are required to assist SFO staff in implementing this project so construction for long-term parking needs will be completed in time to offset a significant deficit of parking spaces. The deficit in parking spaces will negatively impact SFO's strategic objectives and passenger experience. The lack of parking opportunities will result in lost revenue from parking fees and may drive patrons to other airports which are able to accommodate parking demand.

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 at SFO.

2. Union Notification: On 12/08/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46827 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractor must have requisite skill set w/ direct experience related to above ground multi-story long-term parking and associated facilities using D/B and integrated project delivery methods within SFO's Delivering Exceptional Projects (DEP) guiding principles, progressive design guaranteed maximum price, & cost forecasting, preferably in an airport environment. Expertise required in project management; architectural & engineering planning, programming, design, quality control; construction administration; & oversight for heavy civil construction.

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

5201,5203,5207,5209,5211,5212,5214,5215,5216,5218,5219,5241,

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 civil service classifications do not have the required expertise and specialized skills related to the development of an airport above ground multi-story parking facility. SFO project managers and construction management staff will be integrated with the PMSS and D/B contractor staff to provide the required services.

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

No, as major construction of airport parking facilities projects do not occur frequent enough to justify permanent staffing, with the exception of project management staff. Once the project is complete, specialized services will not be required.

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

YES --NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/07/2015 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)

Christina Chiong (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Monday, December 08, 2014 5:58 PM
To: Cynthia Avakian (AIR); L21PSCReview@ifpte21.org; Christina Chiong (AIR); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46827 - 14/15

RECEIPT for Union Notification for PSC 46827 - 14/15 more than \$100k

The AIRPORT COMMISSION – AIR has submitted a request for a Personal Services Contract (PSC) 46827 - 14/15 for \$50,000,000 for Initial Request services for the period 02/01/2015 – 06/30/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/4172> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT-READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH – DPH Dept. Code: DPH

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

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

Type of Service: Decision Support Software implementation and support assistance

Funding Source: General Fund, Federal MediCal PSC Duration: 5 years
PSC Amount: \$2,840,000 PSC Est. Start Date: 01/01/2015 PSC Est. End Date: 12/31/2019

1. Description of Work

A. Scope of Work:

Contractor will provide implementation and customization of contractor's licensed decision support software product to the San Francisco General Hospital (SFGH) and the Laguna Honda Hospital (LHH). The software must be licensed, healthcare focused, commercially available product, and must include a fully integrated labor module, financial module, and cost accounting module. The contractor will develop a deployment strategy in collaboration with the DPH consistent with current DPH technical parameters for End-User devices, server configurations, software version controls, connectivity and security. The contractor will also need to execute a Health Insurance Portability and Accountability (HIPAA) Business Associates Agreement (BAA) and be prepared to provide requested security certifications for network connectivity and relevant data center operations. In addition, the contractor will need to provide ongoing maintenance and upgrades to the software product, in-depth technical and system training for DPH information technology, clinical and administrative managers/staff for on-going support and utilization of the systems. This PSC applies only to the professional services portion of the agreement.

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

Due to the new Federal healthcare reform, public hospitals across the nation are required to monitor expenses and costs in much more closely in order to continue providing quality health services to the public. This software will enable DPH management to access necessary cost data, as well as providing expenditure reports and instant trend reports by categories such as salaries, payroll, and operations at a very detailed level. Currently, DPH managers need to retrieve and correlate data using many different tools. This Decision Support System will allow the capture of all key data and create any report using only one tool. (Continued on attachment)

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

D. Will the contract(s) be renewed? If funding is available.

2. Union Notification: On 12/08/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Municipal Executive Association,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47420 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Extensive knowledge of all technical aspects of the Decision Support System software product, including implementation and customization issues for the operations of hospital and healthcare industries; appropriate level of system, network and application knowledge and expertise to work in collaboration with Department technical teams to address system deployment and operational issues to insure optimal support.

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

1021,1022,1023,1024,1051,1052,1053,1054,1062,1063,1064,1070,1071,

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

Yes. The contractor will provide the proprietary software for local applications as well as the proprietary software and required hardware for remote data processing services. If support is provided by customers (i.e., civil service employees), warranties and guarantees included in the software or hardware license will be invalidated.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The contract represents proprietary products and services which meet the specific business and functional needs for the Department, and which contain technical components beyond the scope of expertise of existing Civil Service classes to develop within practical time and quality parameters. It is also necessary to augment existing DPH information systems positions with contractual support services to complete the healthcare business project deliverables due to the DPH-specific customization needs. (Continued on attachment)

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

No. Existing civil service classes will continue working in conjunction with contract providers ongoing system support. DPH regularly incorporates effective ways to share knowledge and develop City staff to maximize their involvement in the various projects affected.

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

| | YES | NO |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? See attachment. | <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 01/07/2015 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 47420 - 14/15

dhr-psccordinator@sfgov.org on behalf of Hale, Jacquie (DPH)

Mon 12/8/2014 12:41 PM

Inbox

To: Hale, Jacquie (DPH) <jacquie.hale@sfdph.org>; camaguey@sfmea.com <camaguey@sfmea.com>; staff@sfmea.com <staff@sfmea.com>; brenda_mendieta@sfdph.org <brenda_mendieta@sfdph.org>; Isen, Richard (TIS) <richard.isen@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>;

RECEIPT for Union Notification for PSC 47420 - 14/15 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 47420 - 14/15 for \$2,840,000 for Initial Request services for the period 01/01/2015 – 12/31/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/3794> 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

Receipt of Notice for new PCS over \$100K PSC # 47420 - 14/15

dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org

Mon 8/25/2014 5:41 PM

Inbox

To: Hale, Jacquie (DPH) <jacquie.hale@sfdph.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>;
brenda_mendieta@sfdph.org <brenda_mendieta@sfdph.org>; Isen, Richard (TIS) <richard.isen@sfgov.org>;
DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>;

RECEIPT for Union Notification for PSC 47420 - 14/15 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 47420 - 14/15 for \$2,840,000 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/dhr Drupal/node/3794> 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)

5 years or more explanation for

47420-14/15

Recently solicited competitively with an anticipated maximum contract term of 5 years.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM1")

Attachment to 47420-14/15

1. B. Explain why this service is necessary and the consequence of denial: (Continued)

Denial of this contractual service will significantly affect the Department's ability to manage budgets, costs, and decisions about patient care services with direct impacts on patient returns and related revenues.

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

Civil Service staff will work with the contractor in order to obtain the necessary knowledge for the day-to-day maintenance of the application.

5. B Will the contractor train City and County employees? If yes explain:

Extensive technical and functional training will be provided to DPH IS Business Analysts, Programmers, Administrators and Managers. Each classification will receive 4 to 8 hours of training as the systems are installed and implemented. Civil service staff will be fully engaged in all aspects of implementation and fully involved in all aspects of this process.

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: Material Testing and Special Inspection Services for Office of the Chief Medical Examiner

Funding Source: General Obligation Bond Sales PSC Duration: 1 year 39 weeks
PSC Amount: \$600,000 PSC Est. Start Date: 04/01/2015 PSC Est. End Date: 12/31/2016

1. Description of Work

A. Scope of Work:

San Francisco Public Works is seeking a qualified team of consultants to be the City's representatives in leading and coordinating the material testing and special inspection services related to the construction of Office of Chief Medical Examiner facility. The Materials Testing and Special Inspection (MTSI) Team will be responsible for the monitoring of the materials and workmanship of all work that is critical to the integrity of a building structure to ensure compliance with the approved plans and specifications. The Special Inspectors will be responsible for performing all structural inspections prescribed by Local and State Building Codes and other regulatory agencies, including but not limited to concrete placement & sampling; reinforcing steel; shotcrete; bolts installed in new concrete; drilled dowels and anchors; structural welding; special moment-resisting frame; high-strength bolting, structural masonry; special grading and in-place soil density tests (soil compaction), excavation, and backfill; and sprayed-on fireproofing.

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

MTSI services are critical in the monitoring of all structural work and are required by Local and State Building Codes as part of the permitting and building inspection process; however, City staff and the City's Materials Testing Lab do not possess the expertise, resources, and equipment, to perform all of the structural inspection and materials testing required. If these consultant services are denied, the Office of Chief Medical Examiner may not be delivered in accordance with established budgets and schedules, and may result in failure to meet voter mandate.

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.

Similar services were provided on 525 Golden Gate - PUC Headquarters building (PSC#4096-09/10 approved 3/15/2010); SF General Hospital Rebuild Project (PSC#4006-09/10 7/06/2009); Laguna Honda Hospital Rebuild Program (PSC#4116-02/03 approved 5/05/2003), Public Safety Building and Neighborhood Fire Stations Projects (4021-11/12, approved 9/23/2011).

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

2. **Union Notification:** On 11/26/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40737 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Consultant must possess a staff of licensed and/or certified professionals specializing in structural inspections and materials testing with expertise in structural welding, concrete placement, shotcrete placement, reinforcing steel placement, drilled dowels and anchors, high-strength bolting, fireproofing, masonry, utility seismic bracing, soil compaction, and structural masonry. Inspection personnel should possess certifications from International Conference of Building Officials (ICBO)... see attached PSC Additional Response for full response.

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

5201,5203,5207,5212,5241,5218,5219,6318,6319,5304,5305,

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

Yes. The firm must be equipped with specialized equipment to perform non-destructive welding inspection and testing and high-capacity dowel and anchor proof loading, shoring system movement monitoring, and non-destructive scanning of concrete walls/ slabs. Other equipment will be necessary to supplement equipment possessed by City's Material ... see attached PSC Additional Response for full response.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil Service Classifications are applicable. However, the more specialized and large work scope and resource demand for the special inspection and material testing services exceed the City's current capabilities of staff and equipment. The MTSI Team will be coordinated with the City's Materials Testing Lab in performing special inspection and materials testing services for soil compaction, rebar testing, concrete sampling testing, and rebar and anchor bolt proof loading testing that is... see attached PSC Additional Response for full response.

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

No. Civil Service classifications already exist. These services will supplement Civil Service classifications when the City staff lacks the expertise, resources, or equipment for construction projects spanning approximately 7 years.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 12/30/2014 BY:

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

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Lim, Michelle (DPW)

From: dhr-psccordinator@sfgov.org on behalf of sung.kim@sfdpw.org
Sent: Wednesday, November 26, 2014 8:54 AM
To: Kim, Sung; L21PSCReview@ifpte21.org; Lim, Michelle (DPW); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40737 - 14/15

RECEIPT for Union Notification for PSC 40737 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 40737 - 14/15 for \$600,000 for Initial Request services for the period 04/01/2015 - 12/31/2016. 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/4243> 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)

PSC Additional Response –

Specify required skills and/or expertise:

Consultant must possess a staff of licensed and/or certified professionals specializing in structural inspections and materials testing with expertise in structural welding, concrete placement, shotcrete placement, reinforcing steel placement, drilled dowels and anchors, high-strength bolting, fireproofing, masonry, utility seismic bracing, soil compaction, and structural masonry. Inspection personnel should possess certifications from International Conference of Building Officials (ICBO), American Concrete Institute (ACI), American Welding Society (AWS), Professional Engineer licensing, or equivalent as required.

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

Yes. The firm must be equipped with specialized equipment to perform non-destructive welding inspection and testing and high-capacity dowel and anchor proof loading, shoring system movement monitoring, and non-destructive scanning of concrete walls/ slabs. Other equipment will be necessary to supplement equipment possessed by City's Material Testing Lab to perform testing such as reinforcing steel bend and tension testing, concrete strength testing, and soil compaction. Consultants will also be providing a fully staffed testing facility that can perform large volume of materials testing for a large project.

Explain why civil service classes are not applicable:

Civil Service Classifications are applicable. However, the more specialized and large work scope and resource demand for the special inspection and material testing services exceed the City's current capabilities of staff and equipment. The MTSI Team will be coordinated with the City's Materials Testing Lab in performing special inspection and materials testing services for soil compaction, rebar testing, concrete sampling testing, and rebar and anchor bolt proof loading testing that is within their capabilities. City staff will be integrated in the team as appropriate. City staff will be responsible for directing the MTSI Team.

Similar Services

To

PSC 40737-14/15

- 1) PSC 4116-02/03 – Laguna Honda Hospital Rebuild
- 2) PSC 4006-09/10 – SF General Hospital Rebuild Project
- 3) PSC 4096-09/10 – 525 Golden Gate – PUC Headquarters building
- 4) PSC 4021-11/12 – Public Safety Building and Neighborhood Fire Stations Projects

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 7, 2003

DEPARTMENT NAME: PUBLIC WORKS DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: Material Testing and Special Inspection

FUNDING SOURCE: Proposition A, November 1999, \$299 million; Tobacco Settlement proceeds, Interest proceeds

PSC AMOUNT: \$3.5 million PSC DURATION: June 1, 2003 through December 31, 2012.

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Testing and Special Inspection services for the Laguna Honda Hospital Replacement Project (LHHRP) including soil compaction, reinforced steel testing placement, drilled dowels and anchors, welding, high strength bolting, fireproofing and masonry (visual inspections), and other miscellaneous inspections as requested by the State and Local Building codes and project specifications. Project construction costs are estimated at \$250 million. Services will be provided as each construction phase commences and shall be coordinated with the City's Materials Testing Lab. The City's Materials Testing Lab will perform testing for in-place soil density, reinforcing steel testing and concrete sampling.

The selected consultant will provide specialized expertise to supplement Civil Service classifications and will be managed by City staff.

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

Materials Testing and Special Inspection services are required by Local and State Building Codes; however, the City's employees and facilities cannot perform all of the required services for a large project such as the LHHRP. If these services are denied, the LHHRP may not be completed on time causing increased construction costs and failure to meet the voter mandates for Proposition A (construction of a new long-term hospital care facility).

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

This is a new service.

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

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

| | | |
|-----------------------------|-----------------------------------------|-----------|
| <u>Local 21</u> | _____ | _____ |
| Union Name | Signature of person mailing/faxing form | Date |
| _____ | _____ | _____ |
| Union Name | Signature of person mailing/faxing form | Date |
| RFP sent to <u>Local 21</u> | , on <u>To be sent later</u> | _____ |
| Union Name | Date | Signature |

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# _____
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Required expertise must include Office of Statewide Health Planning Development (OSHPD) experience in the areas of seismic bracing installations, reinforced steel placement, drilled dowels and anchors, welding, high strength bolting, fireproofing and masonry (visual inspections) and soil compaction. Inspectors should be multi-disciplined with International Conference of Building Officials (ICBO) Concrete, Masonry, Fireproofing and ICBO/American Welding Society (AWS) certified welding inspector.

The selected consultant will have experience in providing these services on large City Projects (\$50M+); OSHPD permitted projects and construction projects conducted around an operating hospital facility.

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

Civil Service classifications: 5304 Materials Testing Aide; 5305 Materials Testing Technician; 5207 Associate Engineer and 6318 Construction Inspector

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

Yes. The facility must be equipped with equipment to perform welding testing, bend testing, proof loading over 20 lbs. PSI, and chemical-soil analysis.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service classifications are applicable. The Special Testing and Inspection firm will coordinate with the City's Materials Testing Lab in performing inspection and testing services other than the testing for in-place soil density, rebar testing and concrete sampling inspections.

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

No. Civil Service classifications already exist. These services will supplement Civil Service classifications when expertise or staff is unavailable for a large construction project spanning approximately 9 years.

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

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

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

B. Will the contractor train City and County employees?

- Describe the training and indicate approximate number of hours.

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

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

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

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

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? *Unknown, the RFP is being prepared to select a new consultant.*

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

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

Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

(415) 554-6230

Print or Type Name

Telephone Number

875 Stevenson Street, Room 420

San Francisco, CA 94103

Address

Meeting Information

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Regular Meeting
May 5, 2003
2:00 p.m.
ROOM 400, CITY HALL
1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:10 p.m.

ROLL CALL

| | |
|-------------------------------|---------|
| Commissioner Donald A. Casper | Present |
| Commissioner Morgan Gorrano | Present |
| Commissioner Adrienne Pon | Excused |
| Commissioner Linda Richardson | Present |
| Commissioner Rosabella Safont | Present |

Commissioner Casper presided.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

None.

APPROVAL OF MINUTES

Regular Meeting of April 21, 2003

Action: Approve. (Vote of 4 to 0)

0267-03-8 **Review of request for approval of proposed personal services contracts.**
 (Item No. 5)

| PSC# | Department | Amount | Type of Service | Type of Approval | Duration |
|-----------------------------------------------|--------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|
| 4114-02/03 <i>Over to May 19, 2003</i> | Controller | \$171,250 | Will provide writing and editing services for Payroll Personnel Services, Audits and Accounting Operations and Systems Divisions to improve conceptual, organizational and typographical accuracy and clarity. | Regular | 03/31/06 |
| 4116-02/03 | Public Works | \$3,500,000 | Will provide testing and special inspection services for the Laguna Honda Hospital Replacement Project including soil compaction, reinforced steel testing placement, drilled dowels and anchors, welding, high strength bolting, fireproofing and masonry. | Regular | 12/31/12 |

April 21, 2003:

Postpone PSC #4114-02/03 to the meeting of May 5, 2003; Postpone PSC #4116-02/03 to the meeting of May 5, 2003 at the request of the Department of Public Works.

Speakers:

Monique Zmuda, Deputy Controller spoke on PSC #4114-02/03.
 Jim Buker and Michael Lane, Department of Public Works spoke on PSC #4116-02/03.

Action:

Postpone PSC #4114-02/03 to the meeting of May 19, 2003; Adopt Human Resources Director's report on PSC #4116-02/03. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

0288-03-8 **Review of request for approval of proposed personal services**

**contracts.
(Item No. 6)**

| PSC# | Department | Amount | Type of Service | Type of Approval | Duration |
|-------------------------------|----------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|
| 1005-03/04 | Police | \$90,000 | Will provide phlebotomy services 24 hours a day, 7 days a week to conduct blood draws on suspected drunk drivers for law enforcement agencies in the City and County of San Francisco. | Annual | 06/30/04 |
| 4119-02/03 | Human Services | \$5,000,000 | Will distribute food to low income San Francisco residents from food provided by this program. | Regular | 06/30/07 |
| 4081-01/02 Over to 5/19/03 | Children, Youth & Families | Increase Amount \$130,000 New Amount \$388,000 | Will provide 4 training sessions to DCYF funded agencies. Workshops will cover topics related to cost allocation for non-profits; non-profit procedures and policies; grant management and reporting; and best practices database and library development. | Regular | 06/30/04 |

Speakers: David Curto, Department of Human Services spoke on PSC #4119-02/03.
Artina Lim, Department of Children, Youth & Families spoke on PSC #4081-01/02.

Action: Approve request by Commissioner Safont to recuse herself from PSC #4081-01/02. (Vote of 3 to 0)

Postpone PSC #4081-01/02 to the meeting of May 19, 2003. (Vote of 2 to 1; Commissioner Gorrone dissents.)

Adopt Human Resources Director's report on PSC #1005-03/04 and PSC #4119-02/03. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

0289-03-5 Proposed amendment to Civil Service Commission Rule 114 – Director of Elections. (Item No. 7)

Speakers: Kate Favetti, Executive Officer

Action: Post for adoption. (Vote of 4 to 0)

0973-02-1 Final Staff Report: Implementation of Proposition J – Board of Supervisors Salaries. (Item No. 8)

November 18, 2002: The Commission gave general directions to the Executive Officer to proceed with comprehensive study and to report on timelines and work plan for review and direction of the Commission for the meeting of January 6, 2003.

January 6, 2003: The Commission gave directions to staff; requested the City Attorney's opinion on two issues; and to provide a progress report for review by the Commission for the meeting of February 3, 2003.

February 3, 2003: The Commission gave directions to the staff that a special meeting be held after normal work hours in the last week of February or the first week of March, including notices to community groups; and requested a progress report at its next meeting of March 3, 2003.

March 3, 2003: The Commission gave directions to staff to continue to provide progress reports to the Commission.

March 12, 2003: Public comment on the implementation of Prop J.

March 17, 2003: The Commission gave directions to staff to continue to provide progress reports to the Commission.

April 7, 2003: Directed Executive Officer to schedule a Special Meeting on May 5, 2003 or before May 19, 2003 where all five Commissioners are present.

April 21, 2003: Submit final report for review at the meeting of May 5, 2003 and calendar for action at the meeting of May 19, 2003.

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: June 9, 2009

DEPARTMENT NAME: PUBLIC WORKS DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: Materials Testing and Special Inspection Services

FUNDING SOURCE: Proposition A, November 2008, \$887.4 Million

PSC AMOUNT: \$7 million PSC DURATION: August 3, 2009 through December 31, 2016

DESCRIPTION OF WORK

A. Concise description of proposed work:

The Materials Testing and Special Inspection (MTSI) Team will be responsible for the monitoring of the materials and workmanship of all work that is critical to the integrity of a building structure to ensure compliance with the approved plans and specifications for the San Francisco General Hospital (SFGH) Rebuild Project (SFGHRP). The Special Inspectors will be responsible for performing all structural inspections prescribed by Local and State Building Codes and other regulatory agencies (Office of Statewide Health and Planning Department (OSHDP), SF Department of Building Inspection, etc.), including but not limited to concrete placement & sampling; reinforcing steel; shotcrete, bolts installed in new concrete; drilled dowels and anchors; structural welding; special moment-resisting concrete frame; high-strength bolting, structural masonry; special grading and in-place soil density tests (soil compaction), excavation, and backfill; and sprayed-on fireproofing.

The selected MTSI Team will provide specialized expertise to supplement Civil Service classifications that can normally perform and will be managed by City staff. The City's Materials Testing Lab will also be utilized to perform testing for in-place soil density, reinforcing steel testing, drilled dowels and anchors, and concrete sampling.

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

MTSI services are critical in the monitoring of all structural work and are required by Local and State Building Codes as part of the OSHDP permitting and building inspection process; however, City staff and the City's Materials Testing Lab do not possess the expertise, resources, and equipment, to perform all of the structural inspection and materials testing required for a large project such as SFGHRP. The estimated construction costs are estimated at \$717 Million.

If these services are denied, the SFGHRP may not be completed on time causing increased construction costs and failure to meet the voter mandates for Measure A (\$887.4M bond measure for the construction of a new acute care hospital care facility). By not timely completing the SFGHRP, the SFGH would not be in compliance with the State-mandated seismic Safety Standards thus risking loss of licensing for Acute Care Services at SFGH and closure after January 1, 2013

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

Similar services were provided on the Laguna Honda Hospital Rebuild Program awarded under PSC#4116-02/03 (approved May 5, 2003). Previous as-needed contracts were awarded to 5 consultants through PSC# 4023-06/07 (approved Aug. 21, 2006).

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

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

Local 21 _____
 Union Name Signature of person mailing/faxing form Date 6/09/09

RFP sent to Local 21 on When available
 Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# _____
 STAFF ANALYSIS/RECOMMENDATION:
 CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Consultant must possess a staff of licensed and/or certified professionals specializing in structural inspections and materials testing with expertise in structural welding, concrete placement, shotcrete placement, reinforcing steel placement, drilled dowels and anchors, high-strength bolting, fireproofing, masonry, utility seismic bracing, soil compaction, and structural masonry. Inspection personnel should possess certifications from International Conference of Building Officials (ICBO) (or equivalent), American Concrete Institute (ACI), American Welding Society (AWS), Professional Engineer license, etc.

Because the MTSI Team will be selected for a hospital construction project, the Consultant must also understand the OSHPD protocols and include relevant experience performing special inspection on projects under OSHPD jurisdiction.

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

The Civil Service Classifications that may be able to perform some aspects of the work include: 5201, Jr. Engineer; 5203, Asst. Engineer; 5207, Assoc Engineer; 5212, Principal Engineer; 5241, Engineer; 5218, Structural Engineer; 5219, Sr. Structural Engineer; 6318, Construction Inspector; 6319, Sr. Construction Inspector; 5304 Materials Testing Aide; and 5305 Materials Testing Technician

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

Yes. The firm must be equipped with specialized equipment to perform non-destructive welding inspection and testing and high-capacity dowel and anchor proof loading, shoring system movement monitoring, and non-destructive scanning of concrete walls/slabs. Other equipment will be necessary to supplement equipment possessed by the City's Material Testing Lab to perform testing such as reinforcing steel bend and tension testing, concrete strength testing, and soil compaction. Consultants will also be providing a fully staffed testing facility that can perform large volume of materials testing for a large project.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service Classifications are applicable. However, the more specialized and large work scope and resource demand for the special inspection and materials testing services exceed the City's current capabilities of staff and equipment.

The MTSI Team will be coordinated with the City's Materials Testing Lab in performing special inspection and materials testing services for soil compaction, rebar testing, concrete sampling testing, and rebar and anchor bolt proof loading testing that is within their capabilities. City staff will be integrated in the team as appropriate. City staff will be responsible for directing the MTSI Team.

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

No. Civil Service classifications already exist. These services will supplement Civil Service classifications when the City staff lacks the expertise, resources, or equipment for a large construction project spanning approximately 6 years.

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

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

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

B. Will the contractor train City and County employees?

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

•Describe the training and indicate approximate number of hours.

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

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

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

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

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

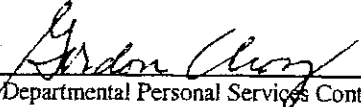
E. Has a board or commission determined that contracting is the most effective way to provide this service?

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? An RFQ will be in process to select the consultant.

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

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


Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

(415) 554-6230

Print or Type Name

Telephone Number

875 Stevenson Street, Room 420

San Francisco, CA 94103

Address

Meeting Information

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MINUTES Regular Meeting July 6, 2009

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

CALL TO ORDER

2:16 p.m.

ROLL CALL

| | |
|-----------------------------------|---------------------------------------------------|
| President Morgan R. Gorrone | Not Present |
| Vice President E. Dennis Normandy | Present |
| Commissioner Joy Y. Boatwright | Present |
| Commissioner Donald A. Casper | Present |
| Commissioner Mary Y. Jung | Present (Left at 3:57 p.m.; Missed Items 18 & 19) |

Vice President E. Dennis Normandy presided.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

None.

APPROVAL OF MINUTES

Regular Meeting of June 15, 2009

Action: Approve. (Vote of 4 to 0)

0211-09-1 Presentation of Appreciation to Commissioner Donald A. Casper for his service as President of the Civil Service Commission from June 3, 2008 to June 1, 2009. (Item No. 5)

Speakers: Vice President E. Dennis Normandy.

Action: Adopt. (Vote of 4 to 0)

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

| PSC# | Department | Amount | Type of Service | Type of Approval | Duration |
|------------|-----------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|
| 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 |

- June 1, 2009:
- (1) Postpone PSC #4153-08/09 to the meeting of June 15, 2009 by mutual agreement of the Airport Commission and IFPTE Local 21 to meet and attempt to resolve their issues with no further continuances.
 - (2) Postpone PSC #4155-08/09 to the meeting of June 15, 2009 at the request of the Public Utilities Commission.

June 15, 2009: Postpone PSC #4155-08/09 to the meeting of July 6, 2009. Public Utilities Commission to provide correct classes in 3B to the Commission.

Speakers: David Scott, Public Utilities Commission

Action: Adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

**Review of request for approval of proposed personal services contracts.
(Item No. 7)**

| PSC# | Department | Amount | Type of Service | Type of Approval | Duration |
|------------------------------------------|-----------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|
| 4362-08/09 <i>Postpone to 7/20/09</i> | Public Utilities Commission | \$9,000,000 | Will provide specialized and technical as-needed services in the areas of water supply, storage, and transport services; water quality services; water treatment services; watershed management services; and enterprise operations and mgmt. Services. | Regular | 09/01/14 |
| 4073-05/06 | Controller | Increase Amount \$3,000,000 New Amount \$7,500,000 | Will perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function. | Modification | 06/30/13 |

- June 15, 2009:**
- (1) Postpone PSC #4162-08/09 to the meeting of July 6, 2009 at the request of the Public Utilities Commission.
 - (2) Postpone PSC #4073-05/06 to the meeting of July 6, 2009. The Office of the Controller to provide correct classes that normally perform the work (3B).

Speakers: Esther Reyes, Office of the Controller spoke on PSC #4073-05/06.

- Action:**
- (1) Postpone PSC #4162-08/09 to the meeting of July 20, 2009 at the request of the Public Utilities Commission. (Vote of 4 to 0)
 - (2) Adopt the Human Resources Director's report on PSC #4073-05/06. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

**Review of request for approval of proposed personal services contracts.
(Item No. 8)**

| PSC# | Department | Amount | Type of Service | Type of Approval | Duration |
|------------------------------------------|---------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|
| 4000-09/10 | Mayor's Office of Housing | \$180,000 | Will provide processing title changes for below market rate condominium conversion low/moderate income homeowners according to precise instructions from the City and County of San Francisco. | Regular | 06/30/11 |
| 4001-09/10 | Municipal Transportation Agency | \$350,000 | Will provide on-site back strengthening, employee exercise, education and Wellness Program Services for Municipal Railway and Department of Parking and Traffic employees. | Regular | 06/30/12 |
| 4002-09/10 | Juvenile Probation | \$320,000 | Will provide intensive training and coaching for Log Cabin Ranch and other JPD staff using the Missouri Model which was developed by the Contractor. The Missouri Model is the nationally recognized best practice in programming and operations. | Regular | 06/30/12 |
| 4003-09/10 | Port | \$600,000 | Will provide final engineering design and construction observation for proposed 25-foot wide by 800-foot public promenade structure and seawall repair in the Fisherman's Wharf area between Piers 43 and 45. | Regular | 09/30/12 |
| 4004-09/10 | Port | \$3,000,000 | Will issue a RFQ to establish a new pool of consulting teams, specializing in environmental services to provide timely and efficient consulting assistance in meeting environmental and regulatory requirements associated with Port capital project development. | Regular | 10/01/14 |
| 4005-09/10 | Department of Public Works | \$90,000 | Provide independent structural design peer review services for the SFPUC new administration building, which has a unique and unconventional structural system solution. | Regular | 06/15/10 |
| 4006-09/10 | Department of Public Works | \$7,000,000 | Will provide monitoring of the materials and workmanship of all work that is critical to the integrity of a building structure to ensure compliance with the approved plans and specifications for the SF General Hospital (SFGH) Rebuild Project (SFGHRP). | Regular | 12/31/16 |
| 4007-09/10 | Department of Public Works | \$300,000 | Will award one contract for a three year period, up to \$100,000 per fiscal year based on the availability of funds. This contract is for the purpose of sidewalk and gutter cleaning in the Tenderloin District area. | Regular | 06/30/12 |
| 4008-09/10 <i>Postpone to 7/20/09</i> | Public Utilities Commission | \$300,000 | Will provide technical services to SFPUC Biofuel Program, including program development for SF Greasecycle, research legal and regulatory compliance issues relating to biodiesel use and use of "tolling agreements". | Regular | 12/31/12 |
| 4009-09/10 <i>Postpone to 7/20/09</i> | Recreation and Parks | \$80,000 | Will provide full design services for skate elements of the Waller Street Skate Park. This includes all services necessary for schematic phase, design development, and participation in presentations to stakeholders. | Regular | 08/01/11 |

| | | | | | |
|------------------------------------------|----------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|
| 4010-09/10 <i>Postpone to 7/20/09</i> | Recreation and Parks | \$400,000 | Will provide complete outreach services for the 2008 Clean and Safe Neighborhood Parks Bond projects. This includes all services necessary to design a comprehensive community outreach program for selected projects. | Regular | 06/30/14 |
| 4011-09/10 | District Attorney | \$90,000 | Will provide services to women and transgender individuals who have experienced sexual exploitation and violence and professional services coordination monthly FOPP classes as a diversion model for men arrested for their first prostitution offense. | Regular | 06/30/10 |
| 4185-06/07 | Human Resources | Increase Amount \$0.00 New Amount \$4,500,000 | Will administer health plan membership and health care for eligible SEIU temporary exempt "as-needed" employees. | Modification | 06/30/11 |
| 4089-06/07 | Public Utilities Commission | Increase Amount \$1,000,000 New Amount \$3,000,000 | Will provide Right of Way (ROW) Acquisition services which include easements, permits and other title material; obtaining permits to enter, ROW clearance, appraisal services; and negotiation and acquisition services. | Modification | 06/30/12 |
| 4196-06/07 | Department of Technology | Increase Amount \$1,000,000 New Amount \$2,000,000 | Will assist DTIS cabling staff during peak periods of cabling projects. Contractor will perform basic telecommunication cabling work for different installation types. Work requires pulling cable, termination, labeling, testing and necessary prep. | Modification | 08/31/10 |
| 4076-07/08 <i>Postpone to 7/20/09</i> | Children and Families Commission | Increase Amount \$300,000 New Amount \$475,000 | Will provide online data system development and implementation to enable routine updates and create multiple reports. | Modification | 07/01/11 |

Speakers: Oliver Hack and Astrid Zometa, Mayor's Office of Housing spoke on PSC #4000-09/10.
Martha Johnson, Municipal Transportation Agency spoke on PSC #4001-09/10.
Norma Nelson, Steven Reed and Kim Von Blohn, Port of San Francisco spoke on PSC #4003-09/10.
Norma Nelson and Kim Von Blohn, Port of San Francisco spoke on PSC #4004-09/10.
Brook Mebrahtu, Department of Public Works spoke on PSC #4005-09/10.
Joe Chin, Department of Public Works and Ging Louie, IFPTE Local 21 spoke on PSC #4006-09/10.
Ileana Samanc, Department of Human Resources spoke on PSC #4185-06/07.

- Action:**
- (1) Postpone PSC #4008-09/10 to the meeting of July 20, 2009 at the request of the Public Utilities Commission. (Vote of 4 to 0)
 - (2) Postpone PSC #s 4009-09/10 to the meeting of July 20, 2009 to allow a representative from the Recreation and Parks Department to be present. (Vote of 4 to 0)
 - (3) Postpone PSC #s 4010-09/10 to the meeting of July 20, 2009 at the request of the Recreation and Parks Department. (Vote of 4 to 0)
 - (4) Adopt the Human Resources Director's report on PSC #4006-09/10 on the condition that the Department of Public Works and the IFPTE Local 21 report in six months on the progress of the project as it pertains to IFPTE Local 21 represented employees. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)
 - (5) Postpone PSC #4076-07/08 to the meeting of July 20, 2009 at the request of Children and Families Commission. (Vote of 4 to 0)
 - (6) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

0350-06-6 Appeal by Mark Sangervasi of the Human Resources Director's finding of insufficient evidence to sustain his charge of discrimination. (Item No. 9)

Speakers: None.

Action: Postpone to the meeting of August 3, 2009 at the request of Mark Sangervasi. (Vote of 4 to 0)

0594-06-6 Appeal by Douglas Yep of the Human Resources Director's finding of insufficient evidence to support his charge of disparate treatment discrimination and retaliation. (Item No. 10)

Speakers: None.

Action: Postpone to the meeting of August 17, 2009 at the request of Douglas Yep. (Vote of 4 to 0)

0037-07-6 Appeal by Douglas Yep of the Human Resources Director's finding of insufficient evidence to support his charge of retaliation and harassment. (Item No. 11)

Speakers: None.
Action: Postpone to the meeting of August 17, 2009 at the request of Douglas Yep. (Vote of 4 to 0)

0139-09-8 Follow-Up from the Department of Public Health on Personal Services Contract Number 2012-08/09. (Item No. 12)

April 20, 2009: Continue to the meeting of May 18, 2009 to allow further discussions between the Department of Public Health and IFPTE Local 21.
May 18, 2009: Adopt the Human Resources Director's report on PSC #2012-08/09 on the condition that the Department of Public Health report back to the Commission at the meeting of July 6, 2009 on the progress of incorporating 2819 Health Educators into the work. Notify the offices of the Controller and the Purchaser.
Speakers: Michael Brown, Department of Public Health
Sai-Ling Chan-Sew, Department of Public Health
Jacquie Hale, Department of Public Health
Joe Brenner, IFPTE Local 21
Action: Accept and file the report. Continue to report back to the Commission in six months. (Vote of 4 to 0)

0512-07-4 Appeal by Warren Chan of his background rejection for an 8106 Legal Process Clerk position with the San Francisco Police Department. (Item No. 13)

Speakers: None.
Action: Adopt the report. Sustain the decision of the Human Resources Director; deny the appeal by Warren Chan. (Vote of 4 to 0) Mr. Chan failed to appear.
Note: Commissioner Casper stated that Mr. Chan is currently a 7505 Tax Technician with the State Franchise Tax Board. In that position, Mr. Chan audits tax returns and searches for dishonesty or noncompliance. It is with great gratification for Commissioner Casper to deny the appeal based on the record submitted.

0066-09-7 Appeal by Claudell Brewster of his automatic resignation as a 7514 Laborer with the Public Utilities Commission. (Item No. 14)

Speakers: Hope Broadus, Public Utilities Commission
Action: Deny the appeal by Claudell Brewster. Approve the automatic resignation. (Vote of 4 to 0) Mr. Brewster failed to appear.
Note: Mrs. Laura Brewster requested to postpone the hearing on behalf of her husband. The department opposed the postponement and the Commission proceeded with hearing the matter.

0065-09-7 Determination of future employability: termination-dismissal of permanent part time appointment of Antoine Oliver, Library Page (Job Code 3602), San Francisco Public Library. (Item No. 15)

June 15, 2009: No future employment with the San Francisco Public Library. (Vote of 2 to 1; Commissioner Boatwright dissents.) Continue to the meeting of July 6, 2009. (Three (3) votes are needed for Commission action.)
Speakers: Mark Vandiver, San Francisco Public Library
Margot Reed, SEIU Local 1021
Donna Marion, San Francisco Public Library
Action: Continue to the meeting of August 17, 2009 pending the resolution of arbitration. (Vote of 4 to 0)

0187-09-7 Determination of future employability: dismissal of permanent civil service appointment of Keith Bynum, Transit Operator (Job Code 9163), Municipal Transportation Agency. (Item No. 16)

Speakers: Christobal Iborra, Municipal Transportation Agency
Mrs. Sharon Bynum, mother of Appellant
Action: Postpone to the meeting of December 7, 2009 at the request of Mrs. Bynum, mother of Keith Bynum. (Vote of 4 to 0)

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION (Item No. 17)

None.

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 18)

Commissioner Casper referred to Section 114.26 of Civil Service Commission Rules regarding a requirement for the Department of Human Resources to hold an examination if there are no eligibles available for a permanent civil service appointment requested by an appointing officer for a specific class. The Rule states that the Mayor shall request and the BOS shall make supplemental appropriation if there are insufficient funds. If Rule Section 114.26 is not enforceable, should this Section be deleted?

Commissioner Casper further stated that in 2005, he brought to the attention of the Department of Human Resources that Civil Service Commission Rules 107, 307 and 407 relating to the Employer-Employee Relations Ordinance were outdated in several respects. He especially pointed out that in 2002, that PERB (Public Employee Relations Board) began to oversee charges of unfair labor practice. Commissioner Casper stated that in Rules Volume II applicable to the Uniformed Ranks of the Police Department, there was nothing with respect to the resolution of unfair labor practices charges. It is now we are aware that PERB does not apply to peace officers, whether uniformed or not. The Rules were also out of date because they relied on and incorporated provisions of the State Administrative Procedure Act which have been repealed and replaced in 1995. He asked that the Department of Human Resources take a look at these issues. Vice President Normandy requested that the Department of Human Resources prepare a written report to be calendared in 60 days.

ADJOURNMENT (Item No. 19)

4:05 p.m.

PSC 4096-09/10

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 29, 2010 (Revised February 1, 2010)

DEPARTMENT NAME: DEPARTMENT OF PUBLIC WORKS DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: Materials Testing and Special Inspection Services

FUNDING SOURCE: SFWD Continuing Projects Operating Fund

PSC AMOUNT: \$1,200,000 PSC DURATION: April 1, 2010 to August 1, 2012

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The Materials Testing and Special Inspection (MTSI) Team will provide specialized materials testing and special inspection services for the San Francisco Public Utilities Commission (PUC) Headquarters Building Project located at 525 Golden Gate Ave. The MTSI Consultant will be the City's representative leading and coordinating the materials testing and special inspection activities for the Project to ensure compliance with all requirements of state and local regulatory agencies including the International Building Code (IBC), California Building Code (CBC), SF Department of Building Inspection (SFDBI), Special Inspection and Structural Observation, and Contract Documents.

The MTSI Team will provide specialized expertise in conjunction with Civil Service classifications that can perform these functions and will be managed by City staff.

Consultant are needed to perform special inspections and materials testing including but not limited to structural welding, concrete placement, shotcrete placement, reinforcing steel, shotcrete, bolts installed in new concrete, special post-tensioning systems, structural epoxy, special grading and in-place soil density tests, excavation and backfill. The MTSI Team will also be responsible to coordinate and work in collaboration with DPW's Material Testing Lab (MTL). MTL will be utilized to perform testing for in-place soil density, reinforcing steel, drilled dowels, and anchor tension testing, and concrete sampling and compressive strength.

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

MTSI services are required by state and local regulatory agencies including SFDBI's building special inspection requirements. DPW MTL staff does not possess the expertise, resources, and equipment, to perform all of the structural inspection and materials testing required for a project of this magnitude and complexity.

Consequences of denial will result in disabling the City's opportunity of third party special inspections to verify quality, compliance to contract documents and applicable codes. Construction activities that require special inspections would be halted until a qualified consultant is provided.

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

Similar services for the San Francisco General Hospital Rebuild Program were approved via PSC# 4006-09/10 on July 6, 2009.

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

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

Table with 3 columns: Union Name, Signature of person mailing/faxing form, Date. Row 1: Local 21, [Signature], February 1, 2010. Row 2: [Blank], [Blank], [Blank].

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# [] STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Consultant must possess a staff of licensed and certified professionals specializing in structural inspections and materials testing including but not limited to expertise in structural welding, concrete placement, shotcrete placement, reinforcing steel placement, drilled dowels and anchors, high-strength bolting, fireproofing, masonry, and soil compaction. Inspection personnel should possess certifications from the International Conference of Building Officials (ICBO) (or equivalent), American Concrete Institute (ACI), American Welding Society (AWS), Professional Engineer License, etc.

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

The Civil Service Classifications that may be able to perform some aspects of this work include: 5207 - Asst. Engineer, 5212 - Principal Engineer, 5241 - Engineer, 5218 - Structural Engineer, 5219 - Sr. Structural Engineer, 6318 - Construction Inspector, 6319 - Sr. Construction Inspector, 5304 - Materials Testing Aid, and 5305 - Materials Testing Technician.

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

Yes. The consultant must be equipped with specialized equipment to perform on site non-destructive welding inspection and testing, high strength dowel and anchor proof loading, shoring system movement monitoring, and non-destructive scanning of concrete walls/slabs as well as possess a fully staffed and fully functional materials testing laboratory that can perform a large volume of materials testing for a large project. DPW MTL does not have the capacity to provide large scale testing but will require that a portion of the work be performed by DPW MTL.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service Classifications are applicable but do not possess all applicable licenses needed for testing of specialized systems including air and water infiltration and curtainwall elements. In addition, significant travel is necessary to assess compliance of materials supplied at various manufacturing sites throughout the country. The highly specialized and large work scope involved demand resources that exceed the City's current staff and equipment capabilities. Upwards of 20 licensed/certified people may be needed at once to meet special inspections and materials testing demands for aspects of the project.

DPW MTL will be utilized to the extent that its capabilities allow to performing special inspection and materials testing services for soil compaction, rebar testing, concrete sampling testing, and rebar and anchor bolt proof loading testing.

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

No. Civil Service classifications already exist. These services will supplement Civil Service classifications when the City staff lacks the expertise, resources, or equipment needed.

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

Yes No

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

B. Will the contractor train City and County employees? Yes No

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

C. Are there legal mandates requiring the use of contractual services? 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 personal services contract with your department? Yes No

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

Gordon Choy (Handwritten Signature)

Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

(415) 554-6230

Print or Type Name

Telephone Number

875 Stevenson Street, Room 420

San Francisco, CA 94103

Address

March 15, 2010 Regular Meeting

Civil Service Commission - March 15, 2010

MINUTES

Regular Meeting

March 15, 2010

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:19 p.m.

ROLL CALL

| | |
|-----------------------------------|-------------------------------------------------|
| President Morgan R. Gorrone | Present |
| Vice President E. Dennis Normandy | Present (Left at 3:25 p.m. Missed Item #s 8-19) |
| Commissioner Donald A. Casper | Present |
| Commissioner Mary Y. Jung | Present |

President Morgan R. Gorrone presided.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

- (1) Daniel Boreen requested to see the viewing file.
- (2) Steve Pitocchi, SEIU Local 1021 requested that PSC #s 4092-09/10, 4096-09/10, 4097-09/10, 4100-09/10 and 4103-09/10 be severed.
- (3) Wesley Wakeford, Attorney for Stephen Kloster commented on Item #12 and urged the Commission to objectively review all materials submitted.

APPROVAL OF MINUTES

Regular Meeting of February 1, 2010

March 1, 2010: Postpone to the meeting of March 15, 2010.

Action: Approve. (Vote of 4 to 0)

Regular Meeting of March 1, 2010

Action: Approve. (Vote of 4 to 0)

0024-10-8

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

| PSC# | Department | Amount | Type of Service | Type of Approval | Duration |
|------|------------|--------|-----------------|------------------|----------|
| | | | | | |

| | | | | | |
|------------|---------------------------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------|
| | | | Provide separate professional parking garage management services at the Moscone Center Garage, North Beach/Vallejo Garage, Performing Arts Garage, and Polk/Bush Garage. Services include: oversight of | | |
| 4082-09/10 | Municipal Transportation Agency | \$17,100,000 \$2,569,400 | collection, reconciliation and deposit of all parking & non-parking revenue; repair & maintenance of facilities and revenue control equipment; compliance with insurance & bond requirements; providing valet or valet-assisted parking services during special events; providing personnel for cashiering, janitorial & security. | Regular | 42/31/12 2/29/12 |
| 4085-09/10 | District Attorney | \$81,840 | Provide services for elder abuse victims that include: outreach & support to victims of elder abuse; community presentations to educate regarding elder abuse and legal resources; consultation to prosecution team regarding legal issues in prosecuting financial; physical; emotional, or verbal abuse of elders. | Regular | 06/30/12 |

February 1, 2010:

- (1) Approve request for proposed personal services contract #4082-09/10. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 2 to 1; Commissioner Gorrano dissents.) Continue to the meeting of March 1, 2010. (Three (3) votes are needed for Commission action.)
- (2) Postpone PSC #4085-09/10 to the meeting of March 1, 2010.

March 1, 2010:

Postpone to the meeting of March 15, 2010.

Speakers:

Sheila Arcelona and Allen Kennedy, District Attorney's Office spoke on PSC #4085-09/10.

Action:

Approve request for proposed personal services contracts. Notify the offices of the Controller and the Office of Contract Administration.

(Vote of 4 to 0)

0098-10-8

Review of request for approval of proposed personal services contract.
(Item No. 6)

| PSC# | Department | Amount | Type of Service | Type of Approval | Duration |
|------------|---------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|
| 4093-09/10 | Police | \$400,000 | Provide pre-employment polygraph screening on an as-needed basis for entry level police officers, police reserve officers, police cadets and police service aides. Such screening shall include questions regarding prior police history, criminal activity, illegal drug use, drinking habits and incidents of domestic violence. Services also include providing a business site with adequate interrogation facilities divided by one-way mirrors, and equipped with one way sound devices, video and audio recording equipment. | Regular | 06/30/14 |
| 4094-09/10 | Public Health | \$1,300,000 | Provide as-needed and after-hours security guard services, and as-needed guard/driver services for the Community Health Network, specifically for the Substance Abuse Services Unit of Ward 93, Opiate Treatment Outpatient Program (OTOP) at San Francisco General Hospital, the Silver Avenue Health Center Methadone/Office based opiate treatment program, Building 80/90 adjacent to the OTOP program, and armed guard/driver services for the operation of the Mobile Methadone Van(s). | Regular | 06/30/15 |
| | | | Provide architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, | | |

| | | | | | |
|--------------|--------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|
| 4095-09/10 | Public Works | \$3,000,000 | programm-ing and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, | Regular | 08/30/15 |
| | | | project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities. | | |
| * 4096-09/10 | Public Works | \$1,200,000 | The Materials Testing & Special Inspection (MTSI) Team will provide specialized materials testing & special inspection services for the SFPUC Head-quarters Building Project located at 525 Golden Gate Ave. Consultant will be City's representative leading & coordinating the materials testing & special inspection activities for the Project to ensure compliance with all requirements of state & local regulatory agencies including the international Building Code, California Building Code, SF Dept. of Building Inspection, Special-Inspection & Structural Observation, and Contract Documents. | Regular | 08/01/12 |
| 4097-09/10 | Public Works | \$200,000 | Provide additional services to continue as Executive Preservation Architect, & provide architectural & engineering design services for the final phase of the Palace of Fine Arts, which includes full consultant coordination. The scope of work includes lagoon stabilization on the western portion of the lagoon, coordinating new paving along the colonnade pathway & Rotunda, new lighting design, re-grading of the site, new sidewalk curbs, installation of new metal doors, landscaping & irrigation. | Regular | 07/01/11 |
| 4098-09/10 | Airport Commission | \$12,500,000 | Provide financial advisory services to manage San Francisco International Airport's capital financing program, including a \$4.1 billion debt portfolio. Services include but are not limited to, financial, investment, swap and rebate | Regular | 06/30/15 |

| | | | | | |
|------------|--------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|
| | | | advisory services. | | |
| 4099-09/10 | Airport Commission | \$2,500,000 | Provide design & integration services for 1) Baggage Handling System (BHS) & inline explosive detection screening (EDS) systems at Terminal 3, Boarding Area E, International Terminal Building & other Airport BHS locations; services include 100% construction documents, full-service construction administration, quality control for BHS additions & modifications, 100% design & integration of programmable logic controls (PLC), pre-construction simulations, acceptance testing & integration; 2) Passenger Boarding Bridges (PBB); services include 100% construction documents, construction administration, quality control for complete PBB replacements, relocations and/or modifications, PBB integration with aircraft parking, fuel hydrant system; preconditioned air & ground power, acceptance testing with aircraft for a complete operating system. | Regular | 05/31/13 |
| 4100-09/10 | Airport Commission | \$26,000,000 | Contractor will operate the Airport's Curbside Management Program for on-demand door-to-door van, taxicab, and limousine operations, provide customer services for air passengers seeking door-to-door transportation to leave the Airport, and facilitate services for people with special transportation needs. The contractor will monitor, coordinate and dispatch door-to-door vans, taxicabs and limousines in the holding/staging/waiting areas and curbside loading zones, as well as manage various systems supporting said operations at SFO. Airport ground transportation vehicle trip fees support the direct costs of the Program. | Regular | 06/30/16 |
| | | | Provide customer survey data regarding the quality of the Airport's Food and | | |

| | | | | | |
|------------|--------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|
| 4101-09/10 | Airport Commission | \$375,000 | Beverage and Retail Services, Parking, and other facilities and services. The surveys have consistently taken place in May for the past 19 years of at least 1,400 valid respondents to reflect the summer travel season. The preliminary results need to be analyzed and submitted to SFO within 30 days from the last interview. Vendor will produce, execute, and analyze the data and present results and recommendations to SFO. | Regular | 06/30/15 |
| 4092-09/10 | Police | Increase Amount \$60,000 New Amount \$90,000 | The Veterinarian will provide routine and emergency medical care for up to twenty horses that are part of the San Francisco Police Department Mounted Unit. Routine services average fifteen visits per year. The Veterinarian will also perform pre-purchase horse examinations. | Modification | 06/30/12 |
| 4102-07/08 | Public Health | Increase Amount \$4,000,000 New Amount \$6,000,000 | Will provide medical transportation services between medical facilities or a patient's home on an on-call basis, available 24 hours a day, 7 days a week. Contractor(s) may transport ambulatory or non-ambulatory patients to and from medical facilities utilizing specialized vehicles. Transportation services include patient discharges from San Francisco General Hospital, Public Health Centers or Laguna Honda Hospital; transporting voluntary mental health cases to appropriate psychiatric centers; providing Department with taxi vouchers or scripts for nonemergency services. | Modification | 12/31/18 |

March 1, 2010:

Postpone to the meeting of March 15, 2010.

Speakers:

Sgt. Michael Zurcher, San Francisco Police Department spoke on PSC #4093-09/10.

Jacquie Hale, Department of Public Health and Sgt. Michael Zurcher, San Francisco Police Department spoke on PSC #4094-09/10.

Mark Dorian, Department of Public Works spoke on PSC #4095-09/10.

Brook Mebrahtu, Department of Public Works and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4096-09/10.

Toks Ajike, Recreation and Parks Department and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4097-09/10.

Speakers:

Cynthia Avakian, Airport Commission and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4100-09/10.

Sgt. Robert Totah and Tom Newland, San Francisco Police Department and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4092-09/10.

Sharon Kwong, Department of Public Health spoke on PSC #4102-07/08.

Action:

(1) Approve request for proposed personal services contract #4096-09/10 on the condition that the Department of Public Works engage in discussions with SEIU Local 1021. Should SEIU continue to have concerns about the contract, it may be put back on calendar for further discussion and action at the next regular meeting of April 5, 2010. In no case will the approval of the contract be delayed beyond the April 5, 2010 meeting. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

(2) Approve request for proposed personal services contract #4097-09/10 on the condition that contact be made with SEIU Local 1021 within 24 hours to address concerns they have with the PSC. In addition, that a response be provided to Local 1021 by the Recreation and Parks Department within the following 24 hours addressing their concerns after which the conditions

PSC 4021-11/12

PERSONAL SERVICES CONTRACT SUMMARY

DATE: July 8, 2011

DEPARTMENT NAME: PUBLIC WORKS

DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: Material Testing and Special Inspection Services

FUNDING SOURCE: General Obligation Bond Sales

PSC AMOUNT: \$4,100,000 PSC DURATION: October 24, 2011- January 8, 2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

DPW is seeking two qualified teams of consultants to be the City's representatives in leading and coordinating the material testing and special inspection services related to the construction of ESER projects. The two contract amounts are approximately \$1,900,000 and \$620,000 to provide MTSI services for the Public Safety Building and the Fire Stations component respectively. The Materials Testing and Special Inspection (MTSI) Team will be responsible for the monitoring of the materials and workmanship of all work that is critical to the integrity of a building structure to ensure compliance with the approved plans and specifications for Earthquake Safety and Emergency Response (ESER) Bond Program projects, including the Public Safety Building and the fire-station comprehensive & seismic renovation projects. The Special Inspectors will be responsible for performing all structural inspections prescribed by Local and State Building Codes and other regulatory agencies, including but not limited to concrete placement & sampling; reinforcing steel; shotcrete, bolts installed in new concrete; drilled dowels and anchors; structural welding; special moment-resisting frame; high-strength bolting, structural masonry; special grading and in-place soil density tests (soil compaction), excavation, and backfill; and sprayed-on waterproofing. The selected MTSI Team will provide specialized expertise to supplement Civil Service classifications that can normally perform and will be managed by City staff. The City's Materials Testing Lab will also be utilized to perform testing for in-place soil density, reinforcing steel testing, drilled dowels and anchors, and concrete sampling.

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

MTSI services are critical in the monitoring of all structural work and are required by Local and State Building Codes as part of the permitting and building inspection process; however, City staff and the City's Materials Testing Lab do not possess the expertise, resources, and equipment, to perform all of the structural inspection and materials testing required for a large project such as Public Safety Building and a program component of fire-station seismic projects. The estimated costs of construction is approximately \$192million and \$50million respectively. If these services are denied, the ESER Bond Program projects may not be delivered in accordance with established budgets and schedules, and may result in failure to meet voter mandates.

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

Similar services were provided on 525 Golden Gate - PUC Headquarters building (PSC#4096-09/10 approved 3/15/2010); SF General Hospital Rebuild Project (PSC#4006-09/10 approved 7/06/2009); Laguna Honda Hospital Rebuild Program (PSC#4116-02/03 approved 5/05/2003)

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

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

Local 21 Union Name

Carina C. Carlos Signature of person mailing/faxing form

7/12/11 Date

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

[] Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION: CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Consultant must possess a staff of licensed and/or certified professionals specializing in structural inspections and materials testing with expertise in structural welding, concrete placement, shotcrete placement, reinforcing steel placement, drilled dowels and anchors, high-strength bolting, fireproofing, masonry, utility seismic bracing, soil compaction, and structural masonry. Inspection personnel should possess certifications from International Conference of Building Officials (ICBO), American Concrete Institute (ACI), American Welding Society (AWS), Professional Engineer licensing, or equivalent as required.

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

The Civil Service Classifications that may be able to perform some aspects of the work include: 5201 Jr. Engineer; 5203, Asst. Engineer; 5207 Assoc Engineer; 5212 Principal Engineer; 5241 Engineer; 5218 Structural Engineer; 5219 Sr. Structural Engineer; 6318 Construction Inspector; 6319 Sr. Construction Inspector; 5304 Materials Testing Aide; and 5305 Materials Testing Technician

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

Yes. The firm must be equipped with specialized equipment to perform non-destructive welding inspection and testing and high-capacity dowel and anchor proof loading, shoring system movement monitoring, and non-destructive scanning of concrete walls/slabs. Other equipment will be necessary to supplement equipment possessed by City's Material Testing Lab to perform testing such as reinforcing steel bend and tension testing, concrete strength testing, and soil compaction. Consultants will also be providing a fully staffed testing facility that can perform large volume of materials testing for a large project.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service Classifications are applicable. However, the more specialized and large work scope and resource demand for the special inspection and material testing services exceed the City's current capabilities of staff and equipment.

The MTSI Team will be coordinated with the City's Materials Testing Lab in performing special inspection and materials testing services for soil compaction, rebar testing, concrete sampling testing, and rebar and anchor bolt proof loading testing that is within their capabilities. City staff will be integrated in the team as appropriate. City staff will be responsible for directing the MTSI Team.

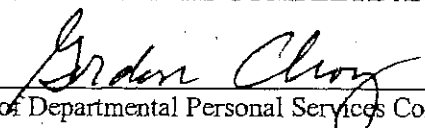
B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. Civil Service classifications already exist. These services will supplement Civil Service classifications when the City staff lacks the expertise, resources, or equipment for construction projects spanning approximately 7 years.

ADDITIONAL INFORMATION (if "yes," attach explanation)

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

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



 Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

(415) 554-6230

Print or Type Name

Telephone Number

875 Stevenson Street, Room 420

San Francisco, CA 94103

Address



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

September 28, 2011

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4014-11/12 THROUGH 4023-11/12.

At its meeting of September 23, 2011 the Civil Service Commission had for its consideration the above matter.

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

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

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Cynthia Avakian, Airport Commission
- Parveen Boparai, Municipal Transportation Agency
- Micki Callahan, Human Resources Director
- Gordon Choy, Department of Public Works
- Carina Carlos, Department of Public Works
- Marie de Vera, Department of Human Resources
- Kan Htun, Arts Commission.
- Shamica Jackson, Public Utilities Commission
- Greg Kato, Treasurer & Tax Collector
- Florence Kyann, Public Utilities Commission
- Maria Ryan, Department of Human Resources
- Commission File
- Chron

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11 OCT -3 AM 8:45

POSTING FOR
8/15/2011

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

| PSC No | Dept No, Dept Name | Approval Type | Contract Amount | Description of Work | Duration |
|------------|------------------------------------|---------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 4020-11/12 | 28 Art Commission | Regular | \$315,000 | Eight Writers Corps Artists-in-Residence will conduct writing classes with youth in need at up to 14 sites in San Francisco. Artists-in-Residence will serve youth who may be educationally disadvantaged, recently immigrated, homeless, incarcerated, or in crisis. Artists-in-Residence will teach and mentor targeted youth to increase their learning, writing and public speaking skills. Artists-in-Residence will plan and organize lesson plans, facilitate writing workshops; compile, design and edit publications of youth writing; and help to organize city-wide literary arts events for participating youth. Artists-in-Residence will work for ten months from September to June. | 9/1/2011 - 6/30/2012 |
| 4021-11/12 | 90 Public Works | Regular | \$4,100,000 | DPW is seeking two qualified teams of consultants to be the City's representatives in leading and coordinating the material testing and special inspection services related to the construction of ESER projects Public Safety Building and the Fire Stations component respectively. The Materials Testing and Special Inspection (MTSI) Team will be responsible for the monitoring of the materials and workmanship of all work that is critical to the integrity of a building structure to ensure compliance with the approved plans and specifications for Earthquake Safety and Emergency Response (ESER) Bond Program projects, including the Public Safety Building and the fire-station comprehensive & seismic renovation projects. The Special Inspectors will be responsible for performing all structural inspections prescribed by Local and State Building Codes and other regulatory agencies, including but not limited to concrete placement & sampling; reinforcing steel; shotcrete, bolts installed in new concrete; drilled dowels and anchors; structural welding; special moment-resisting frame; high-strength bolting, structural masonry; special grading and in-place soil density tests (soil compaction), excavation, and backfill; and sprayed-on fireproofing. The selected MTSI Team will provide specialized expertise to supplement Civil Service classifications that can normally perform and will be managed by City staff. The City's Materials Testing Lab will also be utilized to perform testing for in-place soil density, reinforcing steel testing, drilled dowels and anchors, and concrete sampling. | 10/24/2011 - 1/8/2018 |
| 4022-11/12 | 35 Municipal Transportation Agency | Regular | \$750,000 | The real estate planning advisors or consultants will provide commercial real estate planning services and any other related services to produce a financially sound and cost-effective real estate planning analysis, study, or other work product as requested by the SFMTA. The selected real estate planning advisory or consultant will provide qualified personnel for services which may include, but are not limited to, the following: existing and strategic real estate and facilities portfolio analyses, planning, and recommendations Strategic real estate and facility planning re: real estate acquisitions and modifications required to support growth in the SFMTA's vehicle fleets and new facilities and/or upgrades; including economic evaluations, development planning, and financial analysis; Commercial retail space leasing market and analyses and recommendations; planning and market research for real estate and policy analysis on urban development issues (e.g., current zoning, height, bulk, floor area ratio) [FAR], existing and surrounding uses for various sites, schematic plans for outreach meetings; Existing portfolio analysis, planning, and strategic recommendations; Transit Oriented Development planning (TOD) and analysis; and other requested advisory services. | 1/1/2012 - 12/31/2017 |
| 4023-11/12 | 08 Treasurer/Tax Collector | Regular | \$1,200,000 | TTX is seeking a proven complete solution for the management of CCSF's Business Tax Division. The current BTS is a mainframe COBOL application whose functionality and support have long been overreached. TTX has complex requirements due to frequent legislation changes and large number of departments relying on its services. BTS does not have the flexibility to meet CCSF's growing requirements nor can it satisfy potential efficiencies from improved workflow and technologies. | 7/1/2012 - 12/31/2013 |

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11 OCT - 3 AM 8:45

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 Audio-Visual/Telecom Services

Funding Source: Inter-Departmental Work Orders PSC Duration: 3 years 29 weeks
PSC Amount: \$400,000 PSC Est. Start Date: 12/08/2014 PSC Est. End Date: 06/30/2018

1. Description of Work

A. Scope of Work:

Provide specialized services in audio-visual telecom to support DPW design staff on an as-needed basis. Audio-visual telecom engineers are specialized consultants who are experts in the area of audio-visual telecom analysis and engineering. The City intends to award two (2) contracts for \$200,000 each, and contract duration of two (2) years each.

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

Audio-visual telecom engineering consultation is a specialized professional service that is out of the Building, Design and Construction Division's (BDC) area of expertise. This consultant would have a strong working knowledge of audio video telecom systems design, operation and installation. This consultant may also develop system design drawings including, but not limited to audio-visual telecom system diagrams and schematic drawings. BDC is requesting to have our own pool of "As-Needed" audio-visual telecom consultants for our projects. Having the ability to work with our own audio-visual telecom engineering consultants directly will save the city money and allow us to execute these contracts more... (please see attachment for full response)

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. Audio-visual telecom consulting services for building projects have been provided through subconsultants under the as-needed Architectural contracts. This proposed contract will allow BDC to have a dedicated prime consultant to provide audio-visual telecom engineering services. The most recent approved PSC for as-needed architectural contract is PSC No... (please see attachment for full response)

D. Will the contract(s) be renewed? No, there are no plans to renew the contract at this time.

2. Union Notification: On 12/08/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42813 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
 Consultant must be a credentialed AV/Telecom Engineer and have a strong working knowledge of Audio Visual, Telecom and low voltage design, operation and installation. This consultant must have experience in developing system design drawings including, but not limited, to audiovisual and telecom systems from schematic through construction documents. Consultant must also have experience in Construction Administration. Consultant must have been in business for a minimum of 5 years... (please see attachment for full response)
- B. Which, if any, civil service class(es) normally perform(s) this work?
 none,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 No, the contractor will not provide facilities and/or equipment.

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
 These are as-needed contract services only. They will only be utilized when the following conditions exist:
 * Project requires specialized acoustical engineering services.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
 No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

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? (please see attachment for full response) | <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 12/16/2014 BY:

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org
 Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Tsang, Tiffany

From: dhr-psccordinator@sfgov.org on behalf of sung.kim@sfdpw.org
Sent: Monday, December 08, 2014 3:45 PM
To: Kim, Sung; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlianga@seiu1021.org; gail@sfdlocal798.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; mitchell@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; Tsang, Tiffany; Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42813 - 14/15

RECEIPT for Union Notification for PSC 42813 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 42813 - 14/15 for \$400,000 for Initial Request services for the period 12/08/2014 - 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/4275> 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)

Additional Information to include with PSC Form 1 – PSC#42813 - 14/15

Service: As-Needed Audio-Visual/Telecom Services

- 1.B.** *Audio-visual telecom engineering consultation is a specialized professional service that is out of the Building, Design and Construction Division's (BDC) area of expertise. This consultant would have a strong working knowledge of audio video telecom systems design, operation and installation. This consultant may also develop system design drawings including, but not limited to audio-visual telecom system diagrams and schematic drawings. BDC is requesting to have our own pool of "As-Needed" audio-visual telecom consultants for our projects. Having the ability to work with our own audio-visual telecom engineering consultants directly will save the city money and allow us to execute these contracts more efficiently. If these services are denied, Public Works will need to rely more on subcontractors from our "As-Needed" contracts, which will result in additional administrative fees (i.e. subcontracting markup) and delays to reach project timelines.*
- 1.C.** *Audio-visual telecom consulting services for building projects have been provided through subconsultants under the as-needed Architectural contracts. This proposed contract will allow BDC to have a dedicated prime consultant to provide audio-visual telecom engineering services. The most recent approved PSC for as-needed architectural contract is PSC No. 4095-09/10. Please also refer to our previous As-Needed Architectural Services RFQ, attached.*
- 3.A.** *Consultant must be a credentialed AV/Telecom Engineer and have a strong working knowledge of Audio Visual, Telecom and low voltage design, operation and installation. This consultant must have experience in developing system design drawings including, but not limited, to audiovisual and telecom systems from schematic through construction documents. Consultant must also have experience in Construction Administration. Consultant must have been in business for a minimum of 5 years and must provide a minimum of 5 sample projects completed in the last 5 years.*
- 5.B.** *No training will not be provided for this service, as this would require the City to hire an individual with this specialized background. This service will only be utilized on an as-needed basis so there is no ongoing demand to justify the hiring of permanent City staff.*

Past PSC with Similar Services

To

PSC 42813-14/15

- 1) PSC 4095-09/10 with As-Needed Architectural Services RFQ attached.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 4, 2010 (Revised February 1, 2010)

DEPARTMENT NAME: Public Works DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: As-needed Architectural Design Services

FUNDING SOURCE: Various departments, to be determined

PSC AMOUNT: \$3,000,000* PSC DURATION: 5/1/2010 - 8/30/2015
* Aggregate fee cap: \$3,000,000; individual fee cap: \$500,000 to \$1,000,000 depending on number of firms selected.

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments o existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.

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

The as-needed contracts will only be utilized when DPW cannot provide the services in a timely manner due to unavailability of staff or when specialty services are required. If services cannot be provided in a timely manner the City's ongoing operations will be impacted and thereby cause delay to the provision of services necessary for the public interest.

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

Similar services have been provided through as-needed architectural services contracts authorized by PSC No. PSC #4125-05/06 approved on June 5, 2006.

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

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

Local 21 Union Name Signature of person mailing/faxing form Date 2/1/10
Union Name Signature of person mailing/faxing form Date
RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#
STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Professional architectural services typically required for building projects in the public sector; services of licensed subconsultants with expertise including but not limited to the following disciplines: historic preservation, civil, structural, electrical, mechanical/plumbing, resource efficiency with availability of LEED Accredited Professionals, LEED Compliance, elevator, fire protection, code compliance, waterproofing, roofing, landscape architecture, and facilities' furnishings/ interior design.

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

The following civil service classes would normally perform design and consultation services except under conditions as described in 4A below: 5211 Senior Architect, 5268 Architect, 5266 Architectural Associate II, 5265 Architectural Associate I, 5261 Architectural Assistant II, 5260 Architectural Assistant I, 5218 Structural Engineer, 5219 Senior Structural Engineer, 5352 Electrical Engineering Assistant, 5354 Engineering Associate 1, 5344 Mechanical Engineering Assistant, 5215 Fire Protection Engineer, 5211 Engineer/Architect/Landscape Architect Senior, 5262 Landscape Architectural Associate 1, 5272 Landscape Architectural Associate 2, 5274 Landscape Architect.

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

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

These are as-needed contract services only. They will only be utilized when the following conditions exist:

- The Bureau is working at full capacity and postponement of pending projects would be contrary to the public interest, or
- Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

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

The services are only going to be utilized on an as-needed basis.

ADDITIONAL INFORMATION (if "yes," attach explanation)

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

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

Gordon Choy
Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

Print or Type Name

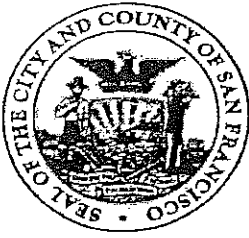
Telephone Number

(415) 554-6230

875 Stevenson Street, Room 420

San Francisco, CA 94103

Address



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

March 18, 2010

NOTICE OF CIVIL SERVICE COMMISSION ACTION

MORGAN R. GORRONO
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DONALD A. CASPER
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4093-09/10 THROUGH 4101-09/10; 4092-09/10 AND 4102-07/08.

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

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

It was the decision of the Commission to:

- (1) Approve request for proposed personal services contract #4096-09/10 on the condition that the Department of Public Works engage in discussions with SEIU Local 1021. Should SEIU continue to have concerns about the contract, it may be put back on calendar for further discussion and action at the next regular meeting of April 5, 2010. In no case will the approval of the contract be delayed beyond the April 5, 2010 meeting. Notify the offices of the Controller and the Office of Contract Administration.
- (2) Approve request for proposed personal services contract #4097-09/10 on the condition that contact be made with SEIU Local 1021 within 24 hours to address concerns they have with the PSC. In addition, that a response be provided to Local 1021 by the Recreation and Parks Department within the following 24 hours addressing their concerns after which the conditions of the Civil Service Commission approval would have been met. Notify the offices of the Controller and the Office of Contract Administration.
- (3) Approve request for proposed personal services contracts on all remaining contracts. Notify the offices of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

Anita Sanchez
ANITA SANCHEZ
Executive Officer

RECEIVED
10 MAR 22 AM 11:00
DPW
CONTRACT ADMINISTRATIONS

Attachment

c: Cynthia Avakian, Airport Commission
Micki Callahan, Human Resources Director
Gordon Choy, Department of Public Works
Jacquie Hale, Department of Public Health
Mary Ng, Department of Human Resources
Shawn Wallace, San Francisco Police Department
Commission File
Chron

RECEIVED
10 MAR 22 AM 11:00
DPW
CONTRACT ADMINISTRATIONS

POSTING FOR
3/1/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

| PSC No | Dept No | Dept Name | Approval Type | Contract Amount | Description of Work | Duration |
|--------------|---------|---------------|---------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 4093-09/10 | 38 | Police | Regular | \$400,000 | Provide pre-employment polygraph screening on an as-needed basis for entry level police officers, police reserve officers, police cadets and police service aides. Such screening shall include questions regarding prior police history, criminal activity, illegal drug use, drinking habits and incidents of domestic violence. Services also include providing a business site with adequate interrogation facilities divided by one-way mirrors, and equipped with one way sound devices, video and audio recording equipment. | 6/30/2014 |
| 4094-09/10 | 82 | Public Health | Regular | \$1,300,000 | Provide as-needed and after-hours security guard services, and as-needed guard/driver services for the Community Health Network, specifically for the Substance Abuse Services Unit of Ward 93, Opiate Treatment Outpatient Program (OTOP) at San Francisco General Hospital, the Silver Avenue Health Center Methadone/Office based opiate treatment program, Building 80/90 adjacent to the OTOP program, and armed guard/driver services for the operation of the Mobile Methadone Van(s). | 6/30/2015 |
| * 4095-09/10 | 90 | Public Works | Regular | \$3,000,000 | Provide architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities. | 8/30/2015 |
| * 4096-09/10 | 90 | Public Works | Regular | \$1,200,000 | The Materials Testing & Special Inspection (MTSI) Team will provide specialized materials testing & special inspection services for the SFPUC Headquarters Building Project located at 525 Golden Gate Ave. Consultant will be City's representative leading & coordinating the materials testing & special inspection activities for the Project to ensure compliance with all requirements of state & local regulatory agencies including the International Building Code, California Building Code, SF Dept. of Building Inspection, Special Inspection & Structural Observation, and Contract Documents. | 8/1/2012 |

POSTING FOR
3/1/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

| PSC No | Dept No | Dept Name | Approval Type | Contract Amount | Description of Work | Duration |
|--------------|---------|--------------------|---------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| * 4097-09/10 | 90 | Public Works | Regular | \$700,000 | Provide additional services to continue as Executive Preservation Architect, & provide architectural & engineering design services for the final phase of the Palace of Fine Arts, which includes full consultant coordination. The scope of work includes lagoon stabilization on the western portion of the lagoon, coordinating new paving along the colonnade pathway & Rotunda, new lighting design, re-grading of the site, new sidewalk curbs, installation of new metal doors, landscaping & irrigation. | 7/1/2011 |
| 4098-09/10 | 27 | Airport Commission | Regular | \$12,500,000 | Provide financial advisory services to manage San Francisco International Airport's capital financing program, including a \$4.1 billion debt portfolio. Services include but are not limited to, financial, investment, swap and rebate advisory services. | 6/30/2015 |
| 4099-09/10 | 27 | Airport Commission | Regular | \$2,500,000 | Provide design & integration services for 1) Baggage Handling System (BHS) & in-line explosive detection screening (EDS) systems at Terminal 3, Boarding Area E, International Terminal Building & other Airport BHS locations; services include 100% construction documents, full-service construction administration, quality control for BHS additions & modifications, 100% design & integration of programmable logic controls (PLC), pre-construction simulations, acceptance testing & integration; 2) Passenger Boarding Bridges (PBB); services include 100% construction documents, construction administration, quality control for complete PBB replacements, relocations and/or modifications, PBB integration with aircraft parking, fuel hydrant system, preconditioned air & ground power, acceptance testing with aircraft for a complete operating system. | 5/31/2013 |
| 4100-09/10 | 27 | Airport Commission | Regular | \$26,000,000 | Contractor will operate the Airport's Curbside Management Program for on-demand door-to-door van, taxicab, and limousine operations, provide customer services for air passengers seeking door-to-door transportation to leave the Airport, and facilitate services for people with special transportation needs. The contractor will monitor, coordinate and dispatch door-to-door vans, taxicabs and limousines in the holding/staging/waiting areas and curbside loading zones, as well as manage various systems supporting taxi operations at SFO. Airport ground transportation vehicle trip fees support the direct costs of the Program. | 6/30/2016 |

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PROPOSED PERSONAL SERVICES CONTRACTS - Regular
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 CONTRACT ADMINISTRATIONS

| PSC No | Dept No | Dept Name | Approval Type | Contract Amount | Description of Work | Duration |
|------------|---------|--------------------|---------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 4101-09/10 | 27 | Airport Commission | Regular | \$375,000 | Provide customer survey data regarding the quality of the Airport's Food and Beverage and Retail Services, Parking, and other facilities and services. The surveys have consistently taken place in May for the past 19 years of at least 1,400 valid respondents to reflect the summer travel season. The preliminary results need to be analyzed and submitted to SFO within 30 days from the last interview. Vendor will produce, execute, and analyze the data and present results and recommendations to SFO. | 6/30/2015 |

POSTING FOR
3/1/2010

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

| Dept No | FSC No | Dept Description | Approval Type | Change | Contract Amount | Description of Work | Duration |
|---------|------------|------------------|---------------|-------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 38 | 4092-09/10 | Police | Modification | \$60,000 | \$90,000 | The Veterinarian will provide routine and emergency medical care for up to twenty horses that are part of the San Francisco Police Department Mounted Unit. Routine services average fifteen visits per year. The Veterinarian will also perform pre-purchase horse examinations. | 6/30/2012 |
| 82 | 4102-07/08 | Public Health | Modification | \$4,000,000 | \$6,000,000 | Will provide medical transportation services between medical facilities or a patient's home on an on-call basis, available 24 hours a day, 7 days a week. Contractor(s) may transport ambulatory or non-ambulatory patients to and from medical facilities utilizing specialized vehicles. Transportation services include patient discharges from San Francisco General Hospital, Public Health Centers or Laguna Honda Hospital; transporting voluntary mental health cases to appropriate psychiatric centers; providing Department with taxi vouchers or scripts for non-emergency services. | 12/31/2018 |

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CONTRACT ADMINISTRATIONS



City and County of San Francisco
Department of Public Works
Building Design and Construction Division



REQUEST FOR QUALIFICATIONS

FOR

AS-NEEDED ARCHITECTURAL SERVICES (Rev. 1)

CONTRACT NO. APC13036(R1)

November 30, 2012

This RFQ Package is available at no charge. Qualification Proposals must include the title:
"AS-NEEDED ARCHITECTURAL SERVICES"

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APPENDIX A: RFQ PROPOSAL SUBMITTAL EVALUATION

APPENDIX B: FEE SCHEDULE

APPENDIX C: HRC ATTACHMENT 2 AND FORMS

APPENDIX D: DECLARATION AND CERTIFICATION FORMS

APPENDIX E: MASTER AGREEMENT SAMPLE

APPENDIX F: OTHER FORMS

WEBSITES AND CONTACT INFORMATION

| Website or Email Address | For | Contact No. | Comments |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------|-------------------------------------------------|
| www.sfdpw.org (Click on "Contracts, Bid Opportunities and Payments") | DPW Projects | — | Go to the link for: "Professional" |
| www.sfdpw.org/biddocs | Bid Documents Download | — | First time users must sign up in order to login |
| BDC-AsNeeded-RFQ@sfdpw.org | Questions on RFQ | (T) 415-557-4700 | Contract Manager Responses |
| Selormey.Dzikunu@sfdpw.org | Selormey Dzikunu | (T) 415-558-4059 | Contract Compliance Officer |
| ContractAdmin.Staff@sfdpw.org | Contract Administration | (T) 415-554-6229 | Advertisement for LBEs |
| Elizabeth.Fitzgerald@sfgov.org | Elizabeth Fitzgerald | (T) 415-554-6278 (F) 415-554-6168 | Risk Management Program |
| http://sfasa.org/index.aspx?page=5365 | CMD (HRC) | (T) 415-252-2500 | HRC Directories and Forms |
| www.dir.ca.gov/DLSR/pwd/ | Department of Industrial Relations | — | Minimum Wage Rates |
| www.sfgov.org/site/treasurer_page.asp?id=14973 | Office of the Treasurer & Tax Collector | (T) 415-554-4400 | Business Tax Certificate |
| www.sfgov.org/olse | OLSE | — | MCO and HCAO |
| Erik.Ward@sfgov.org | Erik Ward | (T) 415-581-2352 | First Source Hiring Program |

Abbreviations:

OCA – Office of Contract Administration
 DPW – Department of Public Works
 CMD – Contract Monitoring Division
 HRC – Human Rights Commission
 OLSE – Office of Labor Standards Enforcement
 MCO – Minimum Compensation Ordinance
 HCAO – Health Care Accountability Ordinance
 (T) - Telephone
 (F) - Fax

ANNOUNCEMENT

**CITY & COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR QUALIFICATIONS
APC13036 - AS-NEEDED ARCHITECTURAL SERVICES**

Building Design and Construction (BDC), Department of Public Works (DPW), City and County of San Francisco (City) announces a Request for Qualifications (RFQ) for the provision of architectural services on an as-needed basis for public building projects, including, but not limited to renovation, relocation, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.

Proposals will be received at 30 Van Ness Avenue, Suite 4100, 4th Floor, San Francisco, California 94102 until **2:30 P.M. Pacific Time, January 15, 2013**. Consultants shall submit proposals as required in the RFQ package. Late submittals will not be considered. Digital files of the RFQ Package may be downloaded at no cost at <https://stgint.sfdpw.org/biddocs>. Please visit the DPW's Contracts, Bid Opportunities and Payments webpage at www.sfdpw.org for more information. Notices regarding Addenda and other proposal changes will be distributed by email to Plan Holders.

Building Design and Construction is seeking to engage four (4) architectural firms and/or joint venture teams to be selected through this RFQ. The product of this RFQ and the selection process will be a Master Agreement (Contract) with each selected firm or team. Each Contract will have a five-year term. Individual Contract Service Orders (CSO) must be certified for services on specific projects during the first three years of the five-year contract. The final two years of the contract term may be used for completion of services certified during the first three years. The aggregate fee cap for all As-Needed Contracts is \$4,000,000; the fee cap for each Contract will be \$1,000,000. Work will be distributed based on the best match of qualifications and expertise to particular projects and ongoing performance in the Contract, at the discretion of the City.

As-Needed services will include, in general, the full range of professional architectural planning and design services including services of sub-consultants, typically required for architectural projects in the public sector. Core Disciplines required to be included in each proposal are as follows: Architecture (Prime Consultant), Structural, Electrical, Mechanical and Plumbing Engineering, Resource Efficiency (or LEED AP), and Cost Estimation. Larger and more complex projects may require additional subconsultants, as described within the RFQ. Services requested under the as-needed contract may include one or more of the following: condition assessments, feasibility studies, architectural programming, design, construction documents on CAD or Revit, construction administration, cost estimation, scheduling, ADA compliance, historic preservation, and LEED Certification; as well as associated engineering and/or consulting services such as geotechnical, civil, structural, electrical, mechanical, elevator, fire protection, code compliance, waterproofing, roofing, landscape architecture, and interior design/facilities' furnishings.

Rating bonuses will be applied as per San Francisco Administrative Code Chapter 14B. Certified Local Business Enterprise (LBE) firms are encouraged to submit proposals. The LBE Subconsultant participation goal is 20%. Call Selormey Dzikunu at 415-558-4059 for details. In accordance with Chapter 14B requirements, all Proposers, except those who meet the exception noted below, shall submit documented good faith efforts with their proposals and must achieve 80 out of 100 points to be deemed responsive. Proposers will receive 15 points for attending the pre-proposal conference (Proposers who attended the initial pre-proposal conference on October 11, 2012 need not attend the new conference on the date below, and will be awarded the good faith effort points). Refer to HRC Form 2B for more details. Exception: Proposers who demonstrate that their total LBE participation exceeds the above subcontracting goal by 35% will not be required to meet the good faith efforts requirements.

A pre-proposal meeting will be held on **December 12, 2012 at 3:30 P.M.** at the Building Design and Construction, Main Conference Room, 30 Van Ness Avenue, 4th Floor, San Francisco, California 94102.

Questions regarding the RFQ must be submitted no later than 5 business days before the RFQ due date, by email to the Contract Manager, Mark Dorian at: BDC-AsNeeded-RFQ@sfdpw.org

In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of \$400,000 is awarded by the City and County of San Francisco until such time as (a) the Mayor or the Mayor's designee approves the contract for award and (b) the Director of Public Works then issues an order of award. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

SECTION 1.0 – INTRODUCTION

Building Design and Construction (BDC), Department of Public Works (DPW), City and County of San Francisco (City), is seeking to engage four (4) architectural firms and/or joint venture teams to provide architectural services for public facilities on an as-needed basis, as described in Section 3: SCOPE OF SERVICES.

Work will be distributed among the selected firms or teams based on the best match of qualifications and expertise to particular projects, and the firms' past performance on City projects, at the discretion of the City. The As-Needed Services contracts will only be utilized when the following conditions exist: (1) BDC is working at full capacity and postponement of pending projects would be contrary to the public interest, or (2) specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

The product of this Request for Qualifications (RFQ) and the selection process will be a Master Agreement (Contract) with each selected firm or team. **Each Contract will have a five-year term.** Individual Contract Service Orders (CSO) must be certified for services on specific projects during the first three years of the five-year contract. The final two years of the contract term may be used for completion of services certified during the first three years. The aggregate fee cap for **all As-Needed Contracts is \$4,000,000; the fee cap for CSO work under each Contract will be \$1,000,000.**

This RFQ sets forth the qualifications needed, describes the submittal requirements, establishes the criteria for selection and defines the selection process and provides a Sample Agreement used by the City.

The Department of Public Works, in accordance with the Local Business Enterprise (LBE) ordinance and the Mayor's executive directive, encourages the formation of associations to include certified local business enterprises as prime consultants. Further information regarding HRC requirements can be found in Section 6 and Appendices F & G of this RFQ.

Since this is an "As-Needed" contract, award of a Master Agreement does not guarantee that the selected firms will perform all or any portion of the services described in this RFQ, nor does it guarantee that the maximum amount will be expended. The maximum contract dollar amount does not represent a guaranteed revenue source for any of the selected firms.

SECTION 2.0 – BACKGROUND

The BDC is the primary agency providing multi-disciplinary architectural design and consultation services to other City Departments and Agencies, such as, the Library, Recreation and Park, Fire, Police, Public Health, Performing Arts, Convention Facilities, Arts Commission, Zoo and other departments. The BDC also provides architectural services to supplement efforts of other City departments with their own in-house engineering and/or architecture staff, such as, SFPUC, SFMTA, Port, and Airport.

As of November 1, 2011 the City's Environmental Code requires all (occupied) City building projects of 5,000 sq. ft. or greater to achieve at least a LEED Gold Certification whenever feasible. Thus, resource efficient design is an important requirement of any City public facility. The Respondent's "green building" experience and documented ability to provide integrated

design for resource efficiency will be a part of the scoring and selection process. The selected architectural firms and/or joint venture teams must provide this expertise by having LEED accredited professionals on their staff (either Prime or Subconsultant) and documented ability within the team's experience to provide these integrated design services.

In addition, the respondent must be able to demonstrate their experience in providing projects delivered utilizing BIM (Building Information Modeling) systems, and/or REVIT based design.

SECTION 3.0 – TENTATIVE RFQ SCHEDULE

| | |
|--------------------------------------------|-------------------|
| Availability and Advertisement of RFQ..... | November 30, 2012 |
| Pre-Proposal Orientation Meeting | December 12, 2012 |
| Proposal Submittal Due..... | January 15, 2013 |
| Oral Interviews Notification..... | January 25, 2013 |
| Oral Interviews with Selected Firms | February 8, 2013 |
| Final Selection Notification..... | February 22, 2013 |
| Start Contract Negotiation | February 2013 |

SECTION 4.0 – SCOPE OF SERVICES

A. The prime consultant shall provide professional design services in a coordinated and integrated fashion for each designated project, with the involvement of all disciplines necessary to execute a given scope. The prime consultant, in addition to providing the required technical expertise, shall also provide all required management and coordination of the disciplines to reliably execute the work within an assigned schedule and budget. Demonstrated capacity to effectively manage projects is essential, as well as the ability to expedite projects through approvals agencies.

B. Projects will range from full-professional-services for design / bid / build projects requiring multiple disciplines, to projects of limited scope involving only one specialized consulting service. Prime consultants may be selected on the basis of specific, specialized services or expertise. Some disciplines may be utilized more heavily than others and some disciplines may not be utilized at all during the course of the contract, at the discretion of the City.

Typical project types designed by the BDC include office building interiors, pump stations for the Public Utilities Commission, recreation centers, clubhouses and pools for the Recreation and Park Department, fire stations, police stations, branch libraries, acute care hospital interiors and more.

C. Core Disciplines: Each proposal must include the Core Disciplines listed below. Proposals that do not include all Core Disciplines will be considered non-responsive and will be rejected. Core Discipline Subconsultants may be used to meet the HRC Subconsultant goal.

1. Structural Engineering
2. Mechanical / Plumbing Engineering
3. Electrical Engineering

4. Resource Efficiency (with availability of LEED Accredited Professional(s) named as a Key Personnel on the as-needed team)
5. Cost Estimation

D. Recommended Disciplines: Candidate firms are advised that the following services represent Recommended Disciplines that may be included in their proposals, in addition to the Core Disciplines listed above. Recommended Disciplines Subconsultants may also be used to meet the HRC Subconsultant goal. It is highly desirable to list LBE firms for both Core Disciplines and Recommended Disciplines in order to increase your ability to meet HRC Subconsultant goal. Responses to the RFQ will be judged, in part, on the extent to which your team includes listings of the Recommended Disciplines as indicated above.

1. Americans with Disabilities Act (ADA) certification, plan checking, design and/or construction management support services.
2. Building Commissioning
3. Code Compliance
4. Elevator Engineering
5. Historic Preservation
6. Interior Design
7. Landscape Architecture
8. Project Scheduling
9. Roofing/Waterproofing expertise
10. Signage & Way Finding
11. Traffic Engineering
12. Civil Engineering
13. Acoustical A/V engineering
14. Geotechnical Engineering
15. Lighting Design

E. The professional work products to be delivered may include, but are not limited to:

1. 3D Building model creation and design (BIM)
2. Master Plans
3. Environmental Reviews
4. Programming and Planning Studies
5. Assessments of Existing Facilities
6. Green Building Evaluations
7. Code Evaluations
8. Utility Studies
9. Design Drawings
10. Specifications
11. Renderings/Models/Mock-ups
12. Cost Estimates
13. Project Schedules
14. ADA building and/or site evaluations
15. Post Occupancy Evaluations
16. Peer Reviews
17. Technical Reports

F. Per the Standard Agreement, the City shall own all original work products produced under this RFQ. Consultants shall provide all deliverables to the City in both hard copy and electronic files. Typical submittal formats include, but are not limited to:

1. CAD drawings in AutoCAD 2008 or later versions, Architectural Desktop, and Revit
 2. Written documents in Microsoft Word
 3. Cost estimates or other numerical information in Microsoft Excel
 4. Schedules in Microsoft Project or Primavera;
 5. Pictures in JPEG or bitmap
 6. Web-ready documents in HTML or Adobe Acrobat
- G. The Consultant may be required to make presentations to the Board of Supervisors and various City Commissions, DPW Clients, and at neighborhood/community meetings. All work shall be done in conformance with DPW procedures, guidelines, and directions.

SECTION 5.0 – TECHNICAL QUALIFICATIONS

A. Prime Consultant or Joint Venture (JV) Partners Qualifications

1. Any Joint Venture (JV) responding to this RFQ must clearly identify the lead Consultant (referred to hereafter as the Lead JV Partner). Additional administrative responsibilities and duties may be required of the Lead JV Partner.
2. To qualify as a Prime Consultant or JV Partner for this RFQ, a Consultant must possess a minimum of **ten (10)** years experience that demonstrates the capability to provide architectural services.
3. The Prime Consultant or JV Partners must either individually, or collectively, demonstrate relevant expertise to successfully perform their role and responsibilities in the scope of services described in the RFQ.
4. The Prime Consultant or JV Partners must have completed design of at least **five (5)** projects, including at least two (2) projects for a public sector client and at least two (2) projects for renovation and/or adaptive re-use.

B. Subconsultant Qualifications

1. To qualify as a Subconsultant that will provide technical services described in Section 4, paragraphs C and D, of this RFQ, the Subconsultant must possess a minimum of **five (5)** years experience in one or more technical fields required under the scope of services, or have been in business for a minimum of one (1) year providing services in the technical field(s) required under the scope of services for which the Subconsultant is being proposed AND have an owner, partner or principal responsible for making significant administrative and business decisions on behalf of the firm with a minimum of five (5) years experience in the technical field(s) required under the scope of services for which the Subconsultant is being proposed.
2. Each Subconsultant must demonstrate its experience by providing at least **five (5)** sample projects where such subconsultant has performed design work respective to its discipline within the last 5 years.
3. Professional Engineers assigned to work in this contract must maintain current California registration.

C. Key/Lead Personnel Qualifications

1. "Key Personnel" is defined as those members of the team who will have direct, hands-on responsibility within their respective disciplines for project design and coordination, during periods of active delivery of the firm's professional services. Changes to Key Personnel during the term of the Contract may be made only with the prior written authorization by the City.
2. To qualify as a Lead Personnel for performing the services under this RFQ, an individual must possess the following:
 - a. A minimum of **five (5)** years of experience performing architectural work or on the discipline such lead personnel is responsible for.
 - b. Current registration as a registered Architect or Professional Engineer in the State of California.
 - c. Knowledge of current local, State, and Federal regulations governing design, construction, contracting, environmental, and safety measures.
 - d. Knowledge of current and anticipative regulatory requirements.
 - e. Experience in at least **three (3)** relevant, verifiable projects.
 - f. Experience in LEED or other alternative design concept.

SECTION 6.0 – SUBMITTAL REQUIREMENTS

- A. Consultant shall submit the required copies of their proposals to the Contract Manager at the following address before the date and time submittals are required as specified in the Announcement for this RFQ or as revised in an Addendum; if any. Refer to paragraph C below for submittal requirements. Late Proposals or partial packages will not be accepted. All 4 envelopes or submittals must be submitted by the specified deadline.
 1. Submit proposal packages to:

Department of Public Works
Building Design & Construction
30 Van Ness Avenue, Suite 4100
San Francisco, CA 94102
Attn: Mark Dorian – Contract Manager
 2. The time of the submittal deadline will be determined per United States Official Time (Pacific) website, accessed at www.time.gov. Postmarks will not qualify as delivery and Proposals submitted by fax or in electronic format will not be accepted.
- B. Questions or request for clarifications regarding this RFQ shall be submitted in writing via email to the Contract Manager at BDC-AsNeeded-RFQ@sfdpw.org. Requests for clarifications should include name of individual to be contacted, company name, and a telephone number where the individual can be reached. Verbal responses, explanations or interpretations do not govern over the written RFQ. The City will issue a clarification in an Addendum if necessary. The deadline for receipt of requests for clarifications is seven business days before the submittal deadline.
- C. Proposals shall be submitted as follows:

1. Submit **eight (8) sets of bound Proposal** (or Statement of Qualifications) with two sets containing original signatures. Refer to Section 7.0 of this RFQ for contents of the Proposal. The cover of the Proposal must include the title and number of this RFQ, and the name of the Consultant.
 2. Submit **one original and two copies of all required HRC forms**, including Good Faith Efforts Documentations (if any), separately in a sealed envelope. The sealed envelope shall be titled "HRC FORMS", and include the title and number of this RFQ, and the name of the Consultant. Refer to Appendix C.
 3. Submit **one original and two copies of all required Contract forms** separately in a **sealed** envelope. The sealed envelope shall be titled "CONTRACT FORMS", and include the title and number of this RFQ, and the name of the Consultant. Refer to Appendix D.
 4. Submit **digital copies** of items 1, 2, and 3 above as separate PDF files on one Compact Disc (CD).
 5. Submit **one original and one copy of the Fee Schedule** in a separate and sealed envelope. The sealed envelope shall be titled "FEE SCHEDULE", and include the title and number of this RFQ, and the name of the Consultant. Refer to Appendix B. The Digital file of the Fee Schedule should not be included in the CD.
- D. Double-sided printing on 8-1/2"x11" recycled or recyclable white paper and 10-point font is encouraged.
- E. The City may disqualify any Proposal as non-responsive for the following reasons:
1. The RFQ submittal does not contain the information required as specified under Section 6.0:
 2. The Proposal fails to meet the specified LBE goals and fails to submit documented good faith outreach as indicated in Section 9.0, Paragraph I below.
 3. The Proposal does not contain the required HRC forms, Fee Schedule is missing, or Forms listed in the Appendices are incomplete.
 4. Acceptance of the Proposal would violate applicable City and County of San Francisco Codes and Ordinances or other State or Federal laws.

SECTION 7.0 – CONTENTS OF RFQ SUBMITTAL

A. **PROPOSAL PACKAGE:** The Proposal Package (or Statement of Qualifications) shall include the required information in the order specified below.

1. **Cover Letter** (Limit to 2 Pages)

A letter summarizing the team's qualifications and approach for providing services, as it relates to key points of the RFQ response.

2. **Table of Contents** (listing all materials contained within the Proposal)

3. **Prime Technical Qualifications** (Limit to 10 Pages)

Provide Technical Qualifications including the following information:

- a. The full name and address of the prime consultant, or each joint venture partner consultant (if the prime is a joint venture). Provide the name, phone numbers, and email addresses of two designated contact persons representing the prime consultant or each joint venture partner consultant.
 - b. Firm Profile: Provide a brief description of the firm / joint venture and professional services routinely provided on architectural contracts and projects. Include in particular, samples of public / government projects, or institutional or commercial projects of similar scope and complexity, and the past working history of the firms, as applicable.
 - c. Personnel: List the number and disciplines of personnel in each firm's local office.
 - d. Key Personnel: List Key Personnel proposed for this As-Needed RFQ. Include current job description, proposed role on this as-needed contract, degrees and registrations, and required number of projects to demonstrate relevant experience. Changes to Key Personnel during the term of the Contract may be made only with the prior written authorization by the City.
 - e. Specific Project Experience: List the required number of projects to demonstrate experience of the Prime Consultant or each Joint Venture Partner, as applicable. Include the following as minimum information for each project:
 - Name of Project
 - Location
 - Completion Date (anticipated or actual)
 - Construction Value
 - Square Feet (Gross)
 - Name of Owner
 - Contact Name (include Role on Project, Title, and Phone Number)
 - Description of Project
 - Description of Services Provided
 - f. Provide references for relevant projects listed. List of references shall include owner(s) or, if an owner is no longer reachable, another person who can verify the involvement of the subject firm on the relevant projects listed. Include the full name, title, firm, address, phone number, email address, and a brief description of involvement with the listed project of all references
 - g. The City reserves the right to check any, all, or none of the references submitted.
4. **Subconsultant Technical Qualifications (Limit to 25 Pages)**
- a. Provide the full name and address of all Subconsultants that meet the disciplines specified under Section 4, paragraphs C and D, of this RFQ. Provide the name, phone number, and email address of one designated contact person representing each Subconsultant firm. Describe services that each Subconsultant will provide in response to this RFQ.

- b. Provide a brief description of the professional services routinely provided on architectural contracts, and the past working history between the firm and the prime consultants, if applicable. Indicate the number and disciplines of personnel in each firm's local office.
- c. Provide a statement describing each firm's qualifications, experience, and resources, demonstrating the capability to successfully furnish services as described in this Request for Qualifications.
- d. Specific Project Experience: List the required number of projects to demonstrate experience of the Subconsultant. Include the following as minimum information for each project:
 - Name of Project
 - Location
 - Completion Date (anticipated or actual)
 - Construction Value
 - Square Feet (Gross)
 - Name of Owner
 - Contact Name (include Role on Project, Title, and Phone Number)
 - Description of Project
 - Description of Services Provided
- e. Provide references for relevant projects listed. List of references shall include owner(s) or, if an owner is no longer reachable, another person who can verify the involvement of the subject firm on the relevant projects listed. Include the full name, title, firm, address, phone number, email address, and a brief description of involvement with the listed project of all references
- f. The City reserves the right to check any, all, or none of the references submitted.

5. **Overall Approach (Limit to 10 Pages)**

Provide descriptions of overall approach including the following:

- a. Provide a clear statement of firm's/joint venture's understanding of the nature and extent of the services required and an outline of how the consultant team will be organized to perform the various services outlined in the Scope of Services
- b. Indicate the firm's availability to perform on short notice.
- c. Indicate the availability of staff and subconsultants to perform numerous projects at the same time.
- d. Describe the team's procedures for project management, cost, schedule and quality control.
- e. How will team conduct specific major tasks and prepare anticipated deliverables.
- f. If the prime is a joint venture, explain the roles and responsibilities of each joint venture partner. Describe how the workload might be organized, divided or assigned. Demonstrate that there are no overlaps or gaps in services.
- g. Describe your Quality Assurance / Quality Control program.
- h. Describe your plan to ensure that the LBE Goal is met during the contract.
- i. Other ideas in managing as-needed services.

6. **Appendices** (No Page limit)

- a. Resumes
- b. Project drawings or photos, if applicable.

B. HUMAN RIGHTS COMMISSION FORMS

1. In a separate sealed envelope, submit the following Human Rights Commission forms:
 - Form 2A - HRC Contract Participation
 - Form 2B - HRC "Good Faith Outreach" Requirements Form and documentations.
 - Form 3 - HRC Non-Discrimination Affidavit
 - Form 4 - HRC Joint Venture Form (if applicable)
 - Form 5 - HRC Employment Form
2. Filable forms may be downloaded online from the Contract Monitoring Division, (formerly HRC)HRC website: <http://sfgsa.org/index.aspx?page=5365> (Download HRC Attachment 2)
3. Questions regarding the Small and Local Business Enterprise program, and the forms listed above should be directed to Selormey Dzikunu, the Contract Monitoring Division's, Contract Compliance Officer, for DPW, at (415) 588-4059. You may also contact him by email at Selormey.Dzikunu@sfdpw.org

C. CONTRACT FORMS

1. Certification and declaration forms to be completed by the **Prime or Joint Venture Lead Partners**, as applicable (Refer to Appendix D):
 - Certification of Bidder Regarding Debarment and Suspension Form
 - Minimum Compensation Ordinance Declaration Form
 - Health Care Accountability Ordinance Declaration Form
 - Non-Construction First Source Employer's Projection of Entry Level Positions Form
 - Chapter 12B Compliance Certification Form (Note: Each JV firm, if applicable, must be 12B compliant)
2. Certification and declaration forms to be completed by the **Subconsultant(s)**:
 - Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension Form
 - Minimum Compensation Ordinance Declaration Form
 - Health Care Accountability Ordinance Declaration Form

D. FEE SCHEDULE

1. The Consultant(s) shall prepare a Fee Schedule for their services and their subconsultants using the guidelines as indicated in Appendix B. This information will only be opened after the selection process is completed, and shall form the basis for negotiating the billing schedule for the As-Needed Agreement for professional services. The City reserves the right to request additional financial detail to support the rates and the inherent multipliers.

SECTION 8.0 – SELECTION PROCESS

By submitting a Proposal, the proposer hereby acknowledges and accepts the general terms and conditions specified in the Master Agreement. A sample Master Agreement, for reference only, is included in Appendix E. The selection process shall be as follows:

A. RFQ WRITTEN PROPOSAL EVALUATION

1. DPW will review all submittals for responsiveness to the RFQ requirements.
2. The Contract Monitoring Division (a.k.a. HRC) will review the Proposals for compliance with its requirements. No firm will be recommended for further consideration without HRC approval. Firms that are deemed non-responsive will not be considered for ranking purposes.
3. A selection panel will review the responsive Proposal submittals based on the Submittal Evaluation Form shown in Appendix A. No interviews will be held during this phase.
4. ~~Based on the HRC recommendations, the written proposal scores of responsive firms will~~ be tabulated with applicable rating bonuses and the top **eight (8)** ranked firms will be short-listed and invited for oral interviews. In its sole discretion, DPW reserves the right to change the number of firms to be short-listed depending on the number of proposers and/or the results of the written scores.
5. Notification will be sent to the firms that are short-listed, indicating the time and place of the interviews, documenting any change in Evaluation Criteria for the interviews, and requesting further information if needed.

B. ORAL INTERVIEW PROCESS

1. If only four or less firms are responsive, the City reserves the right to cancel the interview process and award the contracts to the responsive firms. In its sole discretion, DPW reserves the right to cancel the oral interview process, even if more than four firms are responsive, and award the contracts to the top four responsive firms based on the written proposal scores.
2. The selection panel for the written proposal evaluation will interview the short-listed firms. The interview process consists of a presentation followed by standardized interview questions from the selection panel, and may include follow up questions if clarification of a consultant's response is necessary. The same set of interview questions will be used for all consultants. The selection panel will proceed to evaluate each consultant independently based on each of the consultant's presentation and responses to the selection panel's questions. Each question will be weighted according to its importance.

3. The session will be divided roughly into two components, with approximately 15 minutes for a team presentation, to be followed by 15 minutes of questions from the interview panel. Firms being interviewed shall bring all of their own equipment necessary for their presentation, including extension cords.
4. The content of the presentation should convey the professional background and qualifications of personnel, including the projects that substantiate their skills and experience in architectural design. The team may present examples of their experiences that are relevant to this RFQ.

C. FINAL SELECTION PROCESS

1. The final selection will be based on scores including a combination of the written proposal/submittal, and oral responses to a list of questions that will be distributed at the time of interview, including clarifications of the written submittal, if required, in accordance with the Evaluation Criteria (see Appendix A).
2. The submittal and interview scores will be combined as follows:

| Evaluation Phase | Max. Points | Weight |
|-------------------------------|-------------|--------|
| Submittal or Written Proposal | 100 | 65% |
| Oral Interview | 100 | 35% |
| Total | | 100% |

3. In the event that the oral interview process is canceled, then the final scores will be based only on the written submittal scores with 100% weight.
4. The Final Scores will be submitted to the Contract Monitoring Division for application of any appropriate rating bonuses. This action by the Contract Monitoring Division will determine the final rankings, which will be issued by email notification to each firm.
5. After the final ranking, comments and observations regarding the selection process may be requested by contacting the Contract Manager.

D. CONTRACT NEGOTIATION AND AWARD

1. The City will negotiate FIVE (5) year Master Agreements with the four (4) highest-ranking firms based on a City-determined scope of work and a fee schedule acceptable to the City. A copy of the City's sample standard agreement is included in Appendix E. If it is not possible to complete negotiations with the designated firm, or if within six weeks of the notice of final ranking, the designated firm does not fulfill all City requirements necessary to enter into a fully-executed contract, the City may elect to negotiate with the next highest ranked firm in descending order. The resulting Personal Services Contract will be held by the Department of Public Works as approved by the Civil Service and Contract Monitoring Division.
6. Refer to Appendix B, Fee Schedule, for negotiation guidelines of overhead, direct labor, and other direct charges.
7. In order to proceed with contract award, the following items are required, as applicable:

- Revised and negotiated Fee Schedules on Consultant Company Letterhead signed by the Principal.
- 12B Compliance of Prime Consultant or Joint Venture partners.
- Business Tax Certificates of the Prime Consultant, or Joint Venture partners if applicable, and Subconsultants.
- City Vendor Identification numbers for the Prime Consultant, or Joint Venture entity.
- Insurance of Prime Consultant, or Joint Venture entity.

F. AGREEMENT

1. In the interests of uniformity, fairness and equal treatment of all consultants, the terms of the City's Standard Agreement are not negotiable. THE SUBMITTAL OF A RESPONSE TO THIS RFQ SHALL STIPULATE ACCEPTANCE BY THE RESPONDENT (S) OF THE STANDARD AGREEMENT. (See Appendix E for sample City Standard Agreement)

SECTION 9.0 – TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Error and Omissions of RFQ

Proposers are responsible for reviewing all portions of this RFQ. Proposers are to promptly notify the Contract Manager, by email, upon discovery of any ambiguity, discrepancy, omission, or other errors in the RFQ. Submit requests for clarification prior to the deadline for submittal of questions as specified in the Announcement. The City is not obligated to issue addenda in response to any request submitted after the deadline. Oral statements shall not be relied upon as legitimate responses and shall not be binding.

Any interpretation of, clarification, modification, or change in this RFQ will be made by written addendum and shall become part of the RFQ and any contract awarded. The City shall be bound only by the written terms of this RFQ and any addenda hereto. The City will not be responsible for any other explanation or interpretation.

B. Inquiries Regarding RFQ

Inquiries regarding the RFQ and all oral notifications of intent to request written modification or clarification of the RFQ must be directed to the Contract Manager. Refer to Announcement for questions submittal deadline.

C. Objections to RFQ Terms

If a Proposer objects on any grounds to any RFQ or legal requirement imposed by this RFQ, the Proposer shall not have more than ten (10) calendar days after this RFQ is advertised to provide written notice to the Department of Public Works 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.

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

D. Financial Responsibility

This RFQ is subject to fiscal provisions, contracting, and regulatory process of the City, and the terms and provisions of the City's Charter and Administrative Code. Consultant's assumption of risk for possible non-appropriation is part of the consideration of this RFQ.

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

The City is not obligated to award a contract (Master Agreement) under any circumstance, and specifically reserves the right to withdraw this RFQ, or modify any contract let pursuant to this RFQ, at no cost to the City.

E. Proposer's Obligations under the Campaign Reform Ordinance (CRO)

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

No persons 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 for such contract until (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 services, 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; and
- 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 Consultant approaches any City officer or employee with a particular contract. The negotiation period ends when a contract is awarded or not awarded to the Consultant. Examples of initial contacts include: (i) a vendor contracts a City officer or employee to promote himself or herself as a candidate for a contract; and (ii) a City officer or employee contacts a Consultant to propose that the Consultant apply for a contract. Inquires 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 as indicated on Websites and Contact Information section.

F. Sunshine Ordinance

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

G. Reservation of Rights by the City

1. The issuance of this RFQ does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:
 - a. Not to preclude any interested firms to propose;
 - b. ~~Waive or correct any defect or informality in any response, proposal, or proposal~~ procedure;
 - c. Reject any or all proposals submitted;
 - d. Reissue a Request for Qualifications;
 - e. 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 RFQ, or the requirements for proposal content;
 - f. Procure any materials, equipment or services specified in this RFQ by any other means in accordance with San Francisco Administrative Code Chapter 2I requirements; or
 - g. Determine that no project will be pursued.
2. The City reserves the unqualified right to postpone the selection of the Consultant for its own convenience, to withdraw this RFQ at any time without indicating any reason for such rejection, or to negotiate with any, all or none of the Consultants. The City reserves the right to remedy technical errors, clarify the published scope of services and approve or disapprove the use of the Subconsultants.
3. The City has the right to use any or all ideas or concepts presented in any proposal without restriction and without compensation to the Consultant. As a corollary, the City's selection of a Consultant does not constitute the City's acceptance of all particulars of the Consultant's proposal.
4. The City reserves the right to check any, all or none of the references submitted.

5. No person or firm responding to this RFQ shall obtain any claim or right of action against the City by reason of any aspect of the RFQ and defects or abnormalities in the selection process, the rejection of any proposal, the acceptance of any proposal, any statements, representations, acts of omissions of the City, the exercise of any City discretion set forth in or with respect to any of the foregoing, and any and all matters arising out of all or any of the foregoing.

H. Provision of Equal Benefits

1. Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit 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 domestic partners and spouses of employees. All proposing firms must be certified by the San Francisco Human Rights Commission (HRC) as being in compliance with Chapter 12B. The HRC has developed rules of procedure and various resource materials explaining the equal benefits program. The materials are available by contacting the HRC Equal Benefits Section as indicated on Websites and Contact Information section.
2. The Consultant shall be compliant and certified with the above Provisions before award of agreement. Consultants that are already 12B compliant and have no changes to the above provisions do not have to fill out the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101). All new Consultants, including new Joint Ventures, to the City, or those that have made changes to their company policies, and those that are not current with the 12B compliance status shall complete form HRC-12B-101. Form may be obtained from the following Website:

http://sfgsa.org/ftp/HRC_for_GSA/uploadedfiles/hrc/Equal_Benefits/12B-101-Fillable_d872.pdf

3. The completed form and supporting documents shall be sent to:

Contract Monitoring Division
Equal Benefits Compliance Officer
30 Van Ness Ave, Suite 200
San Francisco, California 94102
Phone # (415) 581-2307
Fax # (415) 581-2351

I. Human Rights Commission (HRC) Requirements

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

To be eligible for award of this contract, each proposer must agree to comply with the following Local Business Enterprise (LBE) requirements authorized by San Francisco Administrative Code Chapter 12B, Section 12B.4, and Chapter 14B (where applicable), and their implementing Rules and Regulations

1. Local Business Enterprises (LBE) Goals

a. The Subconsultant participation goal is **20% LBE**. Pursuant to Section 14.B.9 of the Administrative Code, proposers are hereby advised that the availability of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Other Business Enterprises (OBE) to perform subconsultant work on these contracts is as follows: **10% MBE, 4% WBE, and 6% OBE**. (These are not goals, but are availability advisory only.) Proposers are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

(1) Proposers may download the HRC Attachment 2 Forms including HRC Form 2A, Consultant Participation Form, and HRC Form 2B, Good Faith Efforts Form from the following Website:

<http://sfgsa.org/index.aspx?page=5365>

b. The HRC Attachment 2 is a part of the RFQ and is attached as Appendix C. HRC Certified LBE Proposers may be eligible for up to 10% rating bonus if certain requirements stated in the HRC Attachment 2, Part II, are met.

c. The LBE Subconsultant participation goal stated above for this project is the percentage of the total value of the services to be procured. The goal must be met with LBE firms that are certified as LBE firms by the San Francisco Human Rights Commission. The HRC website provides a current list of all certified LBE firms. Other firms may be used to meet the Subconsultant goal provided that all firms so used are certified as LBE firms by HRC as of the due date of this proposal. The HRC will review LBE participation for compliance when the billings have reached the following percentages of the contract amount: 30%, 50%, 70%, and 90%.

(1) For information concerning currently certified LBE firms to be utilized in meeting the LBE Subconsultant participation goal, please go to the following Website:

http://mission.sfgov.org/hrc_certification/

d. All proposers must meet the subconsultant goal and meet the good faith outreach requirements. Any proposal that fails to meet the specified LBE participation goal and fails to meet the good faith outreach requirements shall be considered non-responsive and shall be rejected. Refer to HRC Form 2B for more details.

e. Proposals that do not meet the LBE participation goal will be rejected as non-responsive unless the HRC Director finds that the proposer diligently undertook all the good faith efforts required by this ordinance and that the failure to meet the goal resulted from an excusable error. The contract awarding authority shall require proposers on the contracts to contact a LBE before listing that LBE as a subconsultant in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive.

f. All proposers shall undertake good faith outreach as set forth in Section 14.B.8C of the ordinance to select subconsultants to meet the LBE goal. The Good Faith Outreach form with the required supporting documentation must be completed and submitted with the proposal even if the LBE subconsultant goal has been met.

- g. Proposers must identify on HRC Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the HRC reasonably requires to determine the responsiveness of the proposal.
- h. The LBE proposer is also required to comply with the established goal of the RFQ. The LBE proposer, proposing as a joint venture with a non-LBE firm is also required to comply with the established goal. The prime association partner must be of the same or similar discipline in order to be eligible for a rating bonus.
- i. The Human Rights Commission recognizes that consultants at the time of award of as-needed contracts may not be able to predict accurately the disciplines required for services on a particular project. After contract award, the HRC may approve written requests by consultants to utilize HRC certified LBEs who are not listed in the consultant's proposal as Subconsultants to meet the LBE goal. A written request must be submitted and approved by the HRC and a written contract modification to the agreement must be executed prior to commencing such work. Failure to submit such requests in a timely manner will result in the work of the said Subconsultants not being counted toward meeting the LBE participation goals and not being authorized to perform under the Master Agreement.
- j. LBEs identified as Subconsultants must be certified with the San Francisco Human Rights Commission by the proposal due date, and must be contacted by the proposer (prime consultant) prior to listing them as Subconsultants in the proposal. Additionally, Subconsultants should not enter into any agreement that limits their ability to be listed or utilized by more than one proposer. Any proposal that does not meet the requirements of this paragraph will be non-responsive.
- k. Proposals submitted in response to this RFQ that fail to comply with the material requirements of the S.F. Administrative Code Chapter 14B and the RFQ will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE Subconsultant participation specified in the contract shall be deemed a material breach of contract. Subconsultant goals can only be met with HRC certified LBEs located in San Francisco.
- l. For questions concerning the HRC Forms, contact the HRC Contract Compliance Officer for the Department of Public Works, Infrastructure Division as indicated on Websites and Contact Information section of this RFQ. The forms will be reviewed and approved by HRC prior to the interview phase.

2. LBE (Small and/or Micro-LBE) Prime Proposers Rating Bonus

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating bonus will be in effect for the award of this project for any prime proposers who are certified by HRC as a LBE, or joint venture partners who are certified as a LBE by the proposal due date. Certification applications may be obtained by contacting HRC as indicated on the Websites and Contact Information section. The rating bonus applies at each phase of the selection process and will be added to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Refer to HRC Attachment 2 for more details.

The application of the rating bonus is as follows:

- a. A 5% bonus to a joint venture prime proposers with a LBE participation that equals or exceeds 35%, but is under 40%; or
- b. A 7.5% bonus to a joint venture prime proposers with a LBE participation that equals or exceeds 40%.
- c. A 10% bonus to:
 - A LBE prime proposer; or
 - A joint venture among LBE prime proposers.

3. Prime and Joint Venture Partners

- a. A Joint Venture partner shall not submit a proposal as a partner in another Joint Venture team or as a separate Prime for this RFQ.
- b. A Prime or Joint Venture partner can be a subconsultant to another team submitting a proposal for this RFQ.

SECTION 10.0 – CONTRACT REQUIREMENTS

A. Insurance (Refer to Appendix E – Section 15 of the Sample Master Agreement)

B. Insurance Requirements

City departments requesting insurance from contractors have encountered problems obtaining acceptable policy endorsements and/or blanket policy language from the insurance brokers. In addition, departments have found that some policies are underwritten by companies that do not meet the City's minimum rating requirements. The resulting delays often affect the City's ability to complete the processing of contracts or hold up payments to contractors when insurance documents are unacceptable.

The following guidelines are intended to assist contractors, brokers, and agents in meeting the documentary requirements for insurance of City contracts. Contractors may assist in providing their insurance brokers, agents, and sureties with a copy of the insurance language that is incorporated into their contracts.

1. The City's minimum rating for acceptable insurance and surety companies is A-, VIII or higher. In addition, companies must be authorized to do business in the State of California and be satisfactory to the City. Insurance from companies that do not meet these minimum criteria, will be rejected and result in delay in the processing of a contractor's contract award or payments.
2. Written endorsements to policies must be certified by the insurance underwriter or insurance company. Endorsements must include the name of the insurance carrier and be issued on the company stationary. The insurance policy number, the name of the insured, the term of the policy, the endorsement language, and a signature of the authorized person from the insurance company issuing the endorsement must be included. The City will no longer accept any endorsements written and signed by the insurance brokers except in the following circumstances:
3. Insurance brokers may issue Blanket Endorsements as written by the insurance underwriters, but the entire Blanket Endorsement terms must be submitted to the City with the applicable sections of the endorsement to the policy individually identified. The Blanket Endorsement should include the name of the insurance carrier, the insurance policy number, the name of the insured, the term of the policy, and the signature of the broker. Any language outside of the blanket policy language shall require either the addition of blanket language or an endorsement signed by the underwriter for the insurance company.
4. If any insurance broker/agent is an Agent authorized to add and delete policy language and can act in the place of an insurance underwriter, the following is required:
 - A letter designating the agent or broker by name as a representative of the insurance company with authority to add, delete, or change the insurance company underwriting policy language. Such letter shall be on the insurance company letterhead and signed by an authorized representative of the insurance company and shall include the name of the insurance company, type of policy, policy number, name of the insured, and policy term. Such letter shall also state that the named Agent is authorized to add or delete policy coverage (endorsements) on behalf of the insurance company.

The City reserves the right to conduct a random audit on all certificates, policies, and endorsements.

C. Insurance and other Requirement for Associations/Joint Ventures/ Partnerships¹

The Consultant operating under the auspices of associations, joint ventures, or partnerships shall provide the appropriate insurance coverage.

¹ Under California Contract Law, an association is given the same standing as Joint Ventures or Partnerships.

(Excerpts from the City's Risk Manager's Insurance Manual)

While two (2) or more venture participants may have their separate insurance programs for their usual operations outside of or before forming a joint venture, such separate coverage does not apply to joint venture operations. Consider the following language from a typical general liability policy:

"No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations."

Professional Liability policies often have similar language.

Not only is the joint venture or partnership not insured automatically under the separate insurance programs of the participants, but also the participants themselves are not even covered by their own policies with respect to their interests in the association, joint venture, or partnership.

While the City contract may use the term "association" instead of "joint venture" or "partnership", there is a concern insurers may construe the joint operation under one contract to be a joint venture, in fact, even if called by another name, resulting in voiding the coverage.

There are three (3) general methods of insuring associations, joint ventures, or partnerships:

1. Issue separate insurance policies with the Named Insured being the joint venture or partnership. This is the most cumbersome, expensive arrangement;
2. Have one of the participants include the joint venture or partnership as a Named Insured on all of the policies required of the Consultant in the City contract. This option is also cumbersome and expensive;
3. Have each participant include the joint venture or partnership as a Named Insured on each of their separate policies, but only with respect to the interests of that participant in the joint venture or partnership. It is the City's understanding that this should not be a costly process.

The intent of these methods is that the association, joint venture or partnership, is a Named Insured on all the required policies and is insured only once. Generally, the types of insurance affected by associations, joint ventures, or partnership are the Commercial General Liability and Professional Liability policies; however, the City will refer insurance matters to its Risk Manager when insurance coverage or language in the policies is being disputed between parties.

For questions concerning insurance matters, contact Elizabeth Fitzgerald, the Department of Administrative Services, Risk Management Program as indicated on Websites and Contact Information section.

D. Indemnification (Refer to Appendix E – Section 16 of the Sample Master Agreement)

E. Conflict of Interest

1. 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.
2. No officer, member or employee of the City and no member of their governing bodies will have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No Consultant, nor member of the Consultant's family shall serve on the City board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Consultant's operations or authorizes funding to Consultant.
3. The Consultant shall have no interest and shall not acquire any interest, direct or indirect, which conflicts with the faithful performance of this agreement.
4. In addition to the requirements of the City Charter and the State Government, the City will not permit Consultants to perform oversight on any jobs where there is any conflict of interest between the Consultant and other firms involved in the project.
5. Consultants doing business with the City are prohibited from contributing to candidates. No person who contracts with the City and County of San Francisco for the rendition of personal services; for the furnishing of any materials, 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 candidate for such an office, or committee controlled by such an officer or candidate at any time between commencement of negotiations and either the completion of, or the termination of negotiations for such contract.

F. Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the successful proposer unless business tax registration fees are paid in full by the time the agreement is awarded. Consultants can register for a current certificate with the Business Tax Division of the Office of the Treasurer and Tax Collector, City Hall - Room 140, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102.

G. Compliance with the Americans with Disabilities Act (Refer to Appendix E - Section 39 of the Sample Master Agreement)

H. Prohibition on Political Activity with City Funds (Refer to Appendix E - Section 46 of the Sample Master Agreement)

I. Earned Income Credit (EIC) Forms (Refer to Appendix E - Section 32 of the Sample Master Agreement)

J. Debarment and Suspension Certification

The Consultant shall have to comply with, and file along with its proposal completed copies of the Certification of Bidder Regarding Debarment and Suspension and Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension Forms in Appendix D.

In the event that any work performed under as-needed professional services contracts is funded by Federal or State grants funds, unless the granting agency has no restrictions on the use of such funds, DPW requires Consultants and Subconsultants responding to an RFQ to sign a declaration involving self-identification of any debarments or suspensions on any contracts in excess of \$25,000.

1. Non-compliance could result in the federal government revoking funding for the contract.
- 1) The submission of a debarment or suspension declaration form does not necessarily affect the award of the contract. The language included in the Federal Declaration form states that information about debarment or suspension does not automatically result in denial of a contract award but the information will be used to determine contractors' responsiveness.

K. Federal and State Grant Funds

1. Projects funded by Caltrans and any other Federal or State grantor that do not allow the HRC's LBE program for its procurement, cannot utilize this as-needed contract.

L. Chapter 12P – Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see Section 43 of "Requiring Minimum Compensation for Covered Employees" in the Sample Master Agreement - Appendix E. For additional information, refer to Office of Labor Enforcement website at www.sfgov.org/olse.

Note that the gross hourly compensation for covered employees for For-Profit entities is \$11.69.

The MCO rate for non-profit corporations and government entities shall remain at \$11.03.

The Consultant shall have to comply with, and file along with its proposal a completed copy of the Minimum Compensation Ordinance (MCO) Declaration form in Appendix D.

M. Chapter 12Q – 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. (Refer to Appendix E – Section 44 of the Master Agreement Sample)

The Consultant shall have to comply with, and file along with its proposal a completed copy of the Health Care Accountability Ordinance (HCAO) Declaration form in Appendix D.

- N. First Source Hiring Program (FSHP) (Refer to Appendix E – Section 45 of the Sample Master Agreement)

The First Source Hiring Program is Chapter 83 of the Admin. Code, and it applies to: (a) entry-level positions for work performed by a contractor in the City; (b) entry-level positions for work performed by a contractor in Alameda, San Francisco or San Mateo counties; (c) entry-level positions for work performed on the contract on property owned by the City; and (d) entry-level positions for work done under a permit authorization on a development project in the City.

The Consultant shall have to comply with, and file along with its proposal a completed copy of the First Source Hiring Program (FSHP) Declaration form in Appendix D.

- O. Automated Clearing House (ACH) "Electronic" Payments: (Refer to Appendix E – Section 62 of the Sample Master Agreement)

SECTION 11.0 – PROTEST PROCEDURES

- A. Protest of Non-Responsiveness Determination

After receipt of bid proposals, the project team will initially review all proposals for responsiveness, and will notify all non-responsive firms with a Notice of Non-responsiveness. Within five (5) working days of the City's issuance of non-responsiveness, any firm that has submitted a proposal and believed 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 (5th) working day following the City's issuance of the notice of non-responsiveness.

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

- B. Protest of Contract Award

Within five (5) working days of the City's notification, 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.

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

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protester 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:

Department of Public Works
Project Controls and Services
30 Van Ness Avenue, Suite 4100
San Francisco, CA 94102
Attn: Robert Nist – Contract Manager

SECTION 12.0 – CONTRACT SERVICE ORDER (CSO) ADMINISTRATION

Work under this as-needed contract is project-driven, and no particular tasks have yet been specified. Since the exact nature and timing of anticipated work done under this as-needed contract is not known, the City will prepare site specific project requirements as the need for these services arise. Each site-specific project shall be executed through individual Contract Service Orders (CSOs) operating within the framework of the Master Agreement.

For each CSO, the City will coordinate the scope of work and request a Proposal from the selected consultant. The final scope of work, cost, and schedule will be negotiated with the Consultant who will perform the work. Upon agreement of scope, cost, and schedule, and upon City Controller's certification of funding, the City will issue the Notice to Proceed.

After the project has started, progress payment reports using the following HRC forms shall be submitted to the Contract Manager:

- HRC Form 7 - Progress Payment
- HRC Form 8 - Exit Report & Affidavit
- HRC Form 9 - Payment Affidavit

In the event that the Consultant to whom a CSO is issued fails to commence and/or prosecute the work as specified in the CSO, the City may, at its own discretion, have the work performed by one of the other selected Consultants.

Work will be rotated as equally as possible among the selected firms at the discretion of the City.

Electronic CSO

CSO awards and modifications will be processed and approved electronically utilizing the Microsoft SharePoint® software. Participating contractors and consultants agree to execute CSOs electronically after, 1) executing a Confidentiality Agreement provided by the City on behalf of its company, 2) having all authorized company representatives that will execute CSOs complete training on using this electronic approval system (training to be provided by the City at no expense to contractors and consultants), and 3) submitting a completed executed User Access Setup form for each company representative using the electronic CSO approval system.

Consultants shall also agree to immediately notify the City of any changes to authorized users of this CSO approval system.

Automated Clearing House (ACH) "Electronic" Payments

The City will issue payments to Contractor through the City's electronic payment system called PayMode-X®. Refer to Section 62 of the Sample Master Agreement (Appendix E).

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APPENDIX A: RFQ PROPOSAL SUBMITTAL EVALUATION

(Refer to Sections 4, 5, and 7 of the RFQ.)

| Written Proposal Evaluation Criteria | Weight | Score (1-100) | Weighted Score |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|----------------|
| A. OVERALL EXPERIENCE <ul style="list-style-type: none"> Capacity to perform all aspects of any services requested / required that may arise. (10%) Awareness of general design and construction processes of government and/or City owned public buildings, or Institutional or commercial projects of similar scope and complexity. (10%) | 20% | | |
| B. MANAGEMENT CAPABILITY <ul style="list-style-type: none"> Organization of communications and coordination. (7%) Cost and schedule control procedures in design and construction. (6%) Quality Assurance procedures in design and construction. (7%) | 20% | | |
| C. QUALIFICATIONS OF ARCHITECTURAL FIRM(S) <ul style="list-style-type: none"> Professional background and caliber of personnel including the projects that substantiate their skills and experience in architectural design. (5%) Specific experience in working on projects in the public sector, or institutional or commercial projects of similar scope and complexity. (10%) Past and recently completed projects that substantiate firm's experience and abilities. (10%) LEED Certification (5%) | 30% | | |
| D. QUALIFICATIONS OF SUBCONSULTANTS <ul style="list-style-type: none"> Professional background and caliber of personnel including the projects that substantiate their skills and experience. (5%) Experience in working on projects in the public sector, or institutional or commercial projects of similar scope and complexity. (10%) Past and recently completed projects that substantiate firm's experience and abilities. (5%) | 20% | | |
| E. PRESENTATION AND ORGANIZATION SKILLS <ul style="list-style-type: none"> Presentation and organization of submittal. | 10% | | |
| PROPOSAL SCORE | | | |
| Plus Applicable HRC Rating Bonus | | | |
| ADJUSTED PROPOSAL SCORE | | | |

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APPENDIX B: FEE SCHEDULE

A. General

1. One original and one copy of the team's Fee Schedules shall be submitted separately in a sealed envelope and delivered with the proposal package. The sealed envelope shall be filled "**FEE SCHEDULE**" and include the contract number and title of this RFQ, as well as the name of the Prime Consultant firm and the Joint Venture partner firm, if applicable.
 - a. A Fee Schedule must be completed by the Prime Consultant firm, each sub-consultant listed in HRC Form 2A, and the Joint Venture partner firm, if applicable.
 - b. The Fee Schedule consists of the Hourly Billing Rate Table and the Calculation of Fringe Benefits and General Overhead Rates Table. Refer to Tables B1 and B2 below.
2. The Fee Schedule does not affect the selection process and will be used in contract negotiations with the successful Consultants. Only the Fee Schedule sealed envelopes of selected Consultants will be opened after selection.
3. All billable staff rates shall be fully burdened to include direct labor, benefit, taxes, profit, fringe benefits, health care benefit surcharge, minimum compensation accountability surcharge, call out surcharges, other surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services, ancillary charges, and other general overhead.
4. Administrative and clerical support services are considered part of overhead.
5. Billing Rates listed in Master Agreement shall be one single rate for the 5-year length of the contract and shall remain in effect throughout the term of the contract for both the Contractor and subcontractors.

B. Other Direct Charges (ODCs) – Applicable to all Business Structures

Reimbursement of ODCs is based upon the consistent treatment of these types of costs over the Consultant's company as a whole. If not included in a firm's audited overhead, ODCs shall be limited to the following items, where applicable:

1. Consultant and Subconsultant shall each receive a 5% markup on the total cost of their respective Lower-Tier Subconsultants. In no case shall the markups applied to the total cost exceed 10% regardless of the number of Subconsultant tiers involved in performing the Work.

2. Travel Expenses

Travel expenses will be reimbursed only when work locations are outside of nine Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) and only with prior approval. Expenses associated with travel to and from Consultant or all levels of Sub Consultant's offices located outside San Francisco to and from work sites within San Francisco are not reimbursable.

All approved project-related travel expenses, such as lodging, transportation costs, subsistence costs, and other costs reasonably and necessarily incurred shall be reimbursed only when documentation is provided. Reimbursements will be denied if documentation is incomplete.

All project-related travel extending beyond twenty (20) days at any one location in and thirty (30) day period requires a written plan to control costs through the use of appropriate long term accommodations. This plan must be accepted by the Contract Manager in writing prior to travel. All project-related travel in excess of four (4) weeks must not exceed State Non-Commercial Per-Diem rates.

a. Transportation

Consultants will be expected to contract for the lowest published routine fare for travel by the most efficient, direct, and economical mode of transportation required for the project. If an alternative mode of transportation is selected, the allowable cost shall be the lower of the actual cost of alternative modes of transportation or the lowest regular fare available for regularly scheduled airlines for the date and time selected.

• Use of Personal and Company Vehicles and Mileage Reimbursement Rates

The mileage rate for use of privately owned automobiles and company vehicles only in connection with project-related travel shall be the Internal Revenue Service (IRS) standard mileage rate for business use of an automobile per mile.

The IRS standard mileage rate for business use of an automobile per mile is subject to change yearly. No markup applies.

b. Lodging

The most economical and practical accommodations available considering the purpose of the meeting, and other relevant factors will be reimbursed. For travel within the United States, the Federal maximum rates for lodging will be used as a guide. An itemized hotel bill is always required for reimbursement to be made. Lodging for travel within the local commuting area requires additional justification. For the City and County of San Francisco, local commuting area is defined as within the nine Bay Area counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

Federal domestic and foreign lodging, maximum travel per diem allowances, meals and incidental expense breakdowns are available from the following website of U.S. General Services Administration at: <http://www.gsa.gov/perdiem>

c. Meals and Adoption of the Federal Meal and Incidental Expense (M&IE) Rate

The Federal rate of meal and incidental expense (M&IE) will be paid without itemization of expenses or receipts. Even with receipts, the maximum reimbursement for project-related meals will be limited to double the amount of the Federal M&IE rate. Travel in the local commuting area (within the physical boundary of the City and County of San Francisco) does not qualify for the per diem reimbursement.

- Federal Meal & Incidental Expense (M&IE) Rate Chart

When a per diem reimbursement is requested for part of a day, please use the rates in the following chart to determine meal reimbursements. Each city in the Federal rate guide has a dollar value for the full day depending on the relative cost of meals in that jurisdiction. Once you obtain the total dollar value, you can refer to this website: <http://www.gsa.gov/perdiem> or to the following table to determine the rates for each meal:

Federal Domestic Meal & Incidental Expense (M&IE) Rates Effective November 11, 2011

| M&IE Rate (Full Day) | \$46 | \$51 | \$56 | \$61 | \$66 | \$71* |
|----------------------------|---------|---------|------|---------|---------|---------|
| Breakfast | \$7 | \$8 | \$9 | \$10 | \$11 | \$12 |
| Lunch | \$11 | \$12 | \$13 | \$15 | \$16 | \$18 |
| Dinner | \$23 | \$26 | \$29 | \$31 | \$34 | \$36 |
| Incidentals | \$5 | \$5 | \$5 | \$5 | \$5 | \$5 |
| First & Last Day of Travel | \$34.50 | \$38.25 | \$42 | \$45.75 | \$49.50 | \$53.25 |

* Rate for San Francisco

d. Other Expenses

Other project-related travel expenses deemed necessary and reasonable include ground transportation (to or between the Consultant's work site and airport, bus station, train depot and the meeting or lodging site and return); and other costs associated with and incurred while in project-related travel status. This includes parking fees, bridge tolls, necessary business telephone charges, copying charges, and project-related internet access. Original receipts are required to be submitted with reimbursement requests.

e. Non-Allowable and Non-Reimbursable Costs: The following items will not be reimbursed unless approved by the City during the CSO Proposal stage:

| Type | Examples |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Travel / Transportation | <ul style="list-style-type: none"> Unjustified car rental and/or upgrade of mode of transportation. Unjustified consultant parking and cab fare to meeting locally. Auto / flight insurance. Parking / moving violation tickets or other penalties for infractions of any law, repair of automobiles and towing charges. Passport application fees. Unjustified cancelled travel tickets and change / cancellation costs. |

| Type | Examples |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lodging | <ul style="list-style-type: none"> • Unjustified upgrade of hotel / room. • Payment for accommodations with friends / relatives. • Unjustified lodging during training / meetings within the 9 Bay Area Counties • Hotel movies |
| Meals | <ul style="list-style-type: none"> • Unjustified meals in lieu of training / meeting provided meals. • Alcoholic beverages |
| Other Expenses | <ul style="list-style-type: none"> • Boarding costs of pets and children during travel. • Damaged or stolen personnel or City properties due to Consultant's negligence. • Decorations. • Excessive personal phone calls from hotels when traveling. • Flowers / greeting cards / gifts. • Personal laundry / dry cleaning. • Significantly large tips. |

3. All project-related printing and reproduction costs shall be reimbursed at the actual rate charged by an outside printing firm as documented by original receipts:
4. Project specific use of specialized equipment. Compensation for equipment rental shall be paid for at the rates listed in Labor Surcharge and Equipment Rental Rates issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program, plus 5%.
5. Cost for labor hours must be charged as direct labor and not be included in any Other Direct Charges.
6. Consultants must maintain accurate accounting records sufficient to prove the actual rate(s) any other cost information supplied to DPW.
7. Fully depreciated equipment requires a special advance agreement to allow any charge on the agreement.
8. Other Direct Charges are to be charged at actual audited cost exclusive of any burden or mark-up.
9. Non-Reimbursable Ancillary Items:

The City will not approve payment of ancillary charges. These items are considered part of work to perform the job. These costs are considered to be included in the billable staff rate. These costs include, but are not limited to:

- Blackberries, iPhones
- Cameras
- Cellphones, calls, faxes
- Computers
- Normal Office Copies
- First aid kits
- Office equipment
- Office supplies
- PDAs, iPads, tablets
- Photocopiers
- Respirators
- Safety equipment
- Telephones, calls
- Tools

b. Supporting Documentation

1. All overhead rates, direct labor, and other direct charges supporting documentation is considered confidential and any release of this information must be approved by the San Francisco City Attorney's Office. The Contract Manager is responsible for ensuring that Consultant proprietary information is not shared outside of DPW except with the approval of the San Francisco City Attorney's Office.

c. Unallowable Items in Overhead Rates

1. All applicable unallowable items under the Federal Acquisition Regulations (FAR) 31.205 shall apply to this RFQ. The unallowable items shall be excluded from the calculations for Fringe Benefits and Overhead Rates. The following list (not exhaustive) shows examples of FAR unallowable costs:
 - Bad Debts
 - Contingencies
 - Contributions and donations
 - Dividends
 - Entertainment
 - Fines, penalties and mischarging costs
 - Interest and other financial costs
 - Idle or excess facilities
 - Losses on other contracts
 - Organization costs
 - Plant reconversion costs
 - Special funds construction
 - Deferred R&D
 - Lobbying Costs (legislative & executive)
 - Defense of fraud
 - Goodwill
 - Alcoholic beverages
 - Advertising promoting the contractor or its products
 - Special compensation as a result of changes in management
 - Direct selling efforts for Foreign Military Sales
 - Costs of promotional items

- Memberships in social, dining or country clubs
 - Commercial air travel in excess of standard fares
 - Gifts
 - Recreation
2. The Department of Public Works further restricts the following unallowable costs from the calculation of Fringe Benefits and Overhead Rates:
- Incentive/Bonus Payments
 - Profit Sharing
 - Employee Lunch and Meeting Expenses
 - Travel/Lodging Expenses
 - Personal Car Expenses

d. Hourly Billing Rates Table

1. The Prime Consultant, each partner of a Joint Venture, if applicable, and each Subconsultant shall submit hourly billing rates for positions that are anticipated to be utilized in this contract. Refer to Table 1 for an example of billing rates table. In addition to the hourly billing rates table, indicate on the form the following:
- Overhead Multiplier
 - Total permanent employees, including owners
2. Submit the billing rates form on company letter head signed by the Principal.
3. Submit the calculation table for the fringe benefits and general overhead. Refer to Table B2 below. Consultant may submit an audited statement of Company Overhead in lieu of Table B2. Consultant shall make sure that no unallowable items are included in the overhead calculations. Refer to paragraph D above for unallowable items.

Example:

For a Principal position with Direct Labor cost of \$80.00, assume a total overhead rate of 170% per the Company Financial Statement or Overhead Calculation Table.

1. Calculate the Overhead Multiplier "M":

$$\text{Overhead Multiplier (M)} = \frac{170\%}{100\%} + 1 = 2.70$$

2. Calculate the Subtotal of Labor "B":

$$B = 80.00 * 2.70 = 216.00$$

3. Calculate the total Billing Rate "C" by including a maximum profit of 10%:

$$C = 216.00 * 1.10 = 237.60$$

The Final Billing Rate for this sample position is **\$237.60**.

TABLE B1

Note: Submit Hourly Billing Rate Table on Company Letterhead signed by the Principal or Authorized individual for the Firm.

[Name of Firm]

HOURLY BILLING RATE TABLE

Overhead Multiplier (M) = _____

| Job Classification (Examples Only) | Direct Labor Rate (\$/hr) | Subtotal Labor Rate (AxM) | Billing Rate (B x 1.1) |
|---------------------------------------|------------------------------|---------------------------------|---------------------------|
| | A | B | C |
| Principal (example) | 80.00 | 216.00 | 237.60 |
| Senior Engineer | | | |
| Engineer | | | |
| Project Engineer | | | |
| Associate Engineer | | | |
| Project Manager | | | |
| Technician | | | |
| Cost Estimator | | | |
| Project Controls | | | |
| Quality Control | | | |

Overtime Billing Rate = (Fully Burdened Rate) x 1.5

TOTAL PERMANENT EMPLOYEES, including owners: _____

Hourly Billing Rates for Job Classifications listed above are one single rate for the term of the contract and will remain in effect throughout the term of the contract for the Prime Consultant, all Sub-consultants, and Joint Venture Partner, if applicable.

Signature: _____

Print Name: _____

Position: _____

TABLE B2

Note: You may submit an audited statement of Company Overhead in lieu of this table.

[Name of Firm]
CALCULATION OF FRINGE BENEFITS AND GENERAL OVERHEAD RATES
For the Fiscal Year Ended [mm/dd/yyyy]

| Descriptions (Examples Only) | Financial Statement Expenses | ¹ Unallowable Expenses (-) | Total Proposed | % Rate over Direct Labor |
|--------------------------------------------|------------------------------------|------------------------------------------|----------------|-----------------------------|
| Direct Labor | | (A) | \$ | |
| Fringe Benefits | | | | |
| Group Insurance | \$ | \$ | \$ | |
| Holiday | \$ | \$ | \$ | |
| Payroll Taxes | \$ | \$ | \$ | |
| Retirement Contribution | \$ | \$ | \$ | |
| Sick Leave | \$ | \$ | \$ | |
| Vacation | \$ | \$ | \$ | |
| Other: | \$ | \$ | \$ | |
| Total Fringe Benefits (B) | | | \$ | |
| General Overhead | | | | |
| Indirect Labor (Clerical & Administrative) | \$ | \$ | \$ | |
| Advertising / Promotional Materials | \$ | \$ | \$ | |
| Bid and Proposal Costs | \$ | \$ | \$ | |
| Company Automobile Expenses | \$ | \$ | \$ | |
| Computer Expenses | \$ | \$ | \$ | |
| Depreciation and Amortization | \$ | \$ | \$ | |
| General Insurance | \$ | \$ | \$ | |
| Indirect Computer Costs | \$ | \$ | \$ | |
| Legal and Accounting | \$ | \$ | \$ | |
| Non-Project Related Production Supplies | \$ | \$ | \$ | |
| Office Supplies | \$ | \$ | \$ | |
| Professional Liability Insurance | \$ | \$ | \$ | |
| Registrations and Licenses | \$ | \$ | \$ | |
| Space Costs (Bldg Rental and Expenses) | \$ | \$ | \$ | |
| Taxes and Permits | \$ | \$ | \$ | |
| Telephone | \$ | \$ | \$ | |
| Temporary Help | \$ | \$ | \$ | |
| Training and Education | \$ | \$ | \$ | |
| Utilities | \$ | \$ | \$ | |
| Other: | \$ | \$ | \$ | |
| Total General Overhead (C)= | | | \$ | |
| Total Overhead Rate (B+C)= | | | | |

¹ Refer to Unallowables under paragraph D of Appendix B.

APPENDIX C: HRC ATTACHMENT 2 AND FORMS

- Submit one (1) original and two (2) copies of all required HRC Forms submitted separately in a sealed envelope and delivered with the proposal package.

Note: Fillable forms of HRC Attachment 2 may be downloaded online from the following HRC website: <http://sfqsa.org/index.aspx?page=5356>

Submit digital copies of above items as separate PDF files on a **Compact Disc (CD)**.

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CITY & COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION



HRC ATTACHMENT 2

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

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

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

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

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

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



1.02 SUBMISSION OF HRC FORMS

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

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

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

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

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

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

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

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



B. HRC Contract Performance Forms

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

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

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

1.03 "GOOD FAITH OUTREACH" REQUIREMENTS

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

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

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

1.04 NON COMPLIANCE AND SANCTIONS

A. Non-Compliance with Chapter 14B

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



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

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

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

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

PART II. RATING BONUS

2.01 APPLICATION

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



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

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

1. **Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To 400,000.**

A 10% rating bonus will apply to any proposal submitted by an HRC certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.

2. **Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000.**

A 10% rating bonus will apply to any proposal submitted by an HRC certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 2% rating bonus will be applied to any proposal from an SBA-LBE, except that the 2% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.

3. **Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000.**

A 2% rating bonus will apply to any proposal submitted by an SBA-LBE.

4. **The rating bonus for a Joint Venture ("JV") with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of \$10,000 and Less Than or Equal to \$10,000,000:**

a. 10% for each JV among Small and/or Micro LBE prime proposers.

b. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers.

c. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.

d. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.

5. **A 10% rating bonus for HRC LBE certified non-profit agencies for contracts estimated in excess of \$10,000, but less than or equal to \$10,000,000.**

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

2.02 JOINT VENTURE/PRIME ASSOCIATION

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



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

EXAMPLE:

Step 1. Calculate total JV partner work:

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

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

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



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

| | | | | | | |
|------------------------------------|-------|---|------------|-----|---|-------|
| Total Small and/or Micro- LBE JV % | 27.5% | ÷ | Total JV % | 60% | = | 45.8% |
|------------------------------------|-------|---|------------|-----|---|-------|

The Small and/or Micro-LBE JV partner's participation is 45.8%. The JV is therefore eligible for a 7.5% rating bonus.

PART III SUBCONSULTANT PARTICIPATION

3.01 SUBCONSULTANT PARTICIPATION GOAL

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

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

For a directory of certified LBES, please go to:

<http://sf-hrc.org/ftp/uploadedfiles/sfhumanrights/directory/vlistS-1.htm>

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

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

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

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

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



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

EXAMPLE:

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

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

EXAMPLE:

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

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

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

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



PART IV NON-DISCRIMINATION REQUIREMENTS

4.01 GENERAL

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

4.02 NONDISCRIMINATION PROVISIONS

- A. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.
- B. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The Consultant, Contractor or Subconsultant/Subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. **Non-Compliance with Chapter 12B Prior to Contract Award**

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

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

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

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

D. Complaints of Discrimination after Contract Award

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



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



FORM 2A: HRC CONTRACT PARTICIPATION FORM

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

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

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

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

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

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

Print Name and Title: _____

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



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

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

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

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

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|----------------|-------|---------------|-------|
| FIRM NAME: | _____ | VENDOR #: | _____ |
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| FIRM NAME: | _____ | VENDOR #: | _____ |
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| CITY, ST, ZIP: | _____ | PHONE: | _____ |
| SERVICE: | _____ | FAX: | _____ |



FORM 2B: "GOOD FAITH OUTREACH" REQUIREMENTS FORM

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

SECTION A

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

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

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

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

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

SECTION B

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

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

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------|
| <p>1. Did your firm attend the pre-proposal meeting scheduled by the City to inform all proposers of the LBE program requirements for this project? If the City does not hold a pre-proposal meeting, all proposers will receive 15 points.</p> | <p><input type="checkbox"/> Yes (15 Points)</p> | <p><input type="checkbox"/> No (0 Points)</p> |
| <p>2. Did your firm advertise, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration's website (http://mission.sfgov.org/OCABidPublication/)? If so, <u>please enclose a copy of the advertisement.</u> <i>The advertisement must provide LBEs with adequate information about the project.</i> If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, no advertisement is required, and all proposers will receive 10 points.</p> | <p><input type="checkbox"/> Yes (10 points)</p> | <p><input type="checkbox"/> No (0 Points)</p> |



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



SECTION C

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

 % of work

SECTION D

Contract Name: _____

Contract No.: _____

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

E-mail: _____

Date: _____



FORM 3: HRC NON-DISCRIMINATION AFFIDAVIT

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

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____



FORM 4: HRC JOINT VENTURE FORM

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

SECTION 1: GENERAL INFORMATION

1. Name of Contract or Project:

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

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

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

4. The management plan must include the following information:

a. Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.

b. Provide each Joint Venture partner's specific duties and responsibilities (include organizational chart)

c. Identify the Location of Joint Venture Office.

d. Provide in detail how decision will be made for work distribution to Small and /or Micro-LBE subconsultants and/or vendors.

e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

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

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

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

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

Step 1. Calculate total JV partner tasks.

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



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

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

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

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

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

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



FORM 5: HRC EMPLOYMENT FORM

This form is to be submitted with the proposal.

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

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

| NAME OF FIRM | NAME OF EMPLOYEE | PROJECT ROLE | RACE | SEX |
|--------------|------------------|--------------|------|-----|
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Sign below including each joint venture partner.

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



FORM 7: HRC PROGRESS PAYMENT FORM

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

TRANSMITTAL

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

SECTION 1. Fill in all the blanks

Contract Number: _____ Contract Name: _____

Reporting Period From: _____ To: _____ Progress Payment No: _____

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

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

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

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

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

Telephone _____ Fax _____
Date _____

Telephone _____ Fax _____
Date _____



FORM 9: HRC PAYMENT AFFIDAVIT

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

TO: Project Manager/Designee

COPY TO: HRC Contract Compliance Officer

Firm: _____

Date: _____

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

Contract Number: _____ Contract Name: _____

Contract Awarding Department: _____

Progress Payment No.: _____ Period Ending: _____

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

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

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

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

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

Owner/Authorized Representative (Signature)

Name (Print) Title

Firm Name

Telephone Date

Owner/Authorized Representative (Signature)

Name (Print) Title

Firm Name

Telephone Date



FORM 8: HRC EXIT REPORT AND AFFIDAVIT

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

TRANSMITTAL

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

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

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

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

SECTION 2. Please check one:

I did NOT subcontract out ANY portion of our work to another subcontractor.
 I DID subcontract out our work to:
Name of Firm: _____ Amount Subcontracted: \$ _____
Name of Firm: _____ Amount Subcontracted: \$ _____

SECTION 3.

To be signed by the LBE Subconsultant or vendor:
 I agree I disagree

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

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



SECTION 4.

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

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

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



FORM 10: HRC CONTRACT MODIFICATION FORM

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

Name of Project/Contract Title: _____

Original Contract Amount: _____

Contract Amount as Modified to Date: _____

Amount of Current Modification Request: _____

REQUIRED ATTACHMENTS:

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

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

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APPENDIX D: DECLARATION AND CERTIFICATION FORMS

1. Prime Consultant or Joint Venture Lead Partner (as applicable) must complete the following forms and submit in a separate sealed envelope.
 - *Certification of Proposer Regarding Debarment and Suspension Form*
 - *Minimum Compensation Ordinance Declaration Form*
 - *Health Care Accountability Ordinance Declaration Form*
 - *Non-Construction First Source Employer's Projection of Entry Level Positions Form*
 - *Chapter 12B Compliance Certification Form (Note: Each JV firm, if applicable, must be 12B compliant)*

2. All subconsultants must complete the following form and include in the same envelope as above:
 - *Minimum Compensation Ordinance Declaration Form*
 - *Health Care Accountability Ordinance Declaration Form*
 - *Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension Form*

3. Submit digital copies of above items as separate PDF files on a Compact Disc **(CD)**.

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CERTIFICATION OF PROPOSER REGARDING DEBARMENT AND SUSPENSION*

I, _____, by affixing my signature hereto, under penalty of perjury, hereby certify that, except as noted below, that my principals and I:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government agency;
2. have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against us for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item 2 above; and
4. have not within a 3-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.
5. Where the Proposer is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions 1 to 4, such prospective participant shall provide a description of each instance of violation and attach an explanation to this Proposal. The Proposer declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Proposer responsibility. For each exception noted above, Proposer shall indicate below to whom it applies, name of the government entity and dates of action:

| <u>Exception</u> | <u>Person</u> | <u>Government Entity</u> | <u>Dates Inclusive</u> |
|------------------|---------------|--------------------------|------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Proposer's Name

Name and Title of Signer

Proposer's Street Address

Proposer's City, State, ZIP

Signature of Proposer or Authorized Representative

Proposer's Telephone No.

Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions.

**Fulfills requirements of Title 49, CFR, Part 29*

Certification of Proposer Regarding
Debarment and Suspension

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
DONNA LEVITT, MANAGER



Minimum Compensation Ordinance (MCO) Declaration

What the Ordinance does. The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated (12 days per year or cash equivalent) and uncompensated time off (10 days per year). The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least \$25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

Effect on City contracting. For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only** if the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

What this form does. If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at MCO@sfgov.org, (3) Phone us at (415) 554-6292.

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261 Email: vendor.file.support@sfgov.org

Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

Date

Print Name

City Vendor Number (if known)

Company Name

() _____
Phone

Federal Employer ID #

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
DONNA LEVITT, MANAGER



Health Care Accountability Ordinance (HCAO) Declaration

What the Ordinance Requires. The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent, subsidiaries and subcontractors.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

Effect on City Contracting. For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO;

The Purpose of This Declaration. By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

To obtain more information regarding the HCAO, Visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-6237.

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261 Email: vendor.file.support@sfgov.org

Declaration

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

Date

Print Name

City Vendor Number (if known)

Company Name

Phone

()

Federal Employer ID #

City and County of San Francisco



Edwin M. Lee, Mayor

First Source Hiring Program

Office of Economic and Workforce Development
Workforce Development Division

NON-CONSTRUCTION FIRST SOURCE EMPLOYER'S PROJECTION OF ENTRY-LEVEL POSITIONS

By signing this form, employers agree to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code. As an indication of good faith efforts to comply with First Source, the Employer must fill out this form at commencement of contract/tax year to indicate:

- For a Tenant/Sub-tenant, the number of **Entry Level Positions** in the company that are currently filled and those that are currently available on premises leased by the City of San Francisco.
- For the successful Developer, Contractor, or Subcontractor, **Entry Level Positions** that are currently filled and those that will be available during construction work.
- For a tenant of a private commercial project that falls under Chapter 83 provisions of the City Administrative Code, the number of **Entry Level Positions** that are currently filled and those that will be available within the lease holding business at project address.
- For companies applying for the Biotech Payroll Tax Exclusion, the number of **Entry Level Positions** that are currently filled and those that will be available in the current tax year.
- For a successful organization awarded a City contract in excess of \$50,000, the number of **Entry Level Positions** that are currently filled and those that will be available within the business or non-profit organization.
- If positions listed are subject to collective bargaining agreements.

Note: If an **Entry Level Position** becomes available during the term of the lease and/or contract, Employer must notify the First Source Hiring Administration. For information regarding First Source requirements contact: Tiffany Garcia (415) 581-2322

Entry Level Position means a non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation. *Apprenticeship positions should be included.*

Type of Employer (check one):

- Tenant Subtenant
 Developer Biotech Payroll Tax Exclusion applicant
 Contractor Subcontractor

Identify Project or Construction Project (if applicable):

City Department (if Contract or Lease):

Name of Employer:

Contact Person:

Street Address:

State:

Zip:

City:

Email:

Telephone:

Fax:

Name of authorized employer representative _____

Date _____

| Entry-Level Position Title | Number Currently Filled | Number Currently Available | Number Projected to Become Available in the next 12 Months | Estimated Date of Next Available Position | Subject to Collective Bargaining? (Yes/No) |
|----------------------------|-------------------------|----------------------------|------------------------------------------------------------|-------------------------------------------|--------------------------------------------|
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Please fax, email, or mail this form SIGNED to:

(415) 581-2322
Attn: Tiffany Garcia
First Source Compliance
50 Van Ness Ave
San Francisco, CA 94102
Tiffany.garcia@sfgov.org



OEWD Workforce Development
50 Van Ness Ave, San Francisco 94102
(415) 581-2335

Updated 11/2011

CHAPTER 12B COMPLIANCE CERTIFICATION

Proposer hereby acknowledges that Proposer has read and will comply with chapter 12B "Nondiscrimination in Contracts" of the San Francisco Administrative Code and attests to the following (please check the applicable box):

- CERTIFIED:** The San Francisco Human Rights Commission ("HRC") has certified that Proposer is in compliance with chapter 12B of the San Francisco Administrative Code, and all applicable related requirements as specified in the Contract Documents, and the certification is in effect on the date of RFQ submittal.
- CERTIFICATION PENDING:** Proposer has submitted Form HRC-12B-101 and all required documentation to the HRC seeking certification of compliance with chapter 12B, and determination of compliance is pending review by the HRC. Proposer agrees to resolve all non-compliance through conciliation with HRC as a condition precedent to award of the Contract. If the HRC determines that Proposer is non-compliant, Proposer's Proposal shall be deemed non-responsive.
- NOT CERTIFIED:** Proposer acknowledges that full compliance with chapter 12B of the San Francisco Administrative Code is a condition precedent for award of the Contract, and if determined to be one of the highest ranking Firms, Proposer will submit Form HRC-12B-101 and all required documentation within 10 working days after the date of announcement of final ranking results. If the HRC determines that Proposer is non-compliant, Proposer's Proposal shall be deemed non-responsive.

Proposer's Name

Name and Title of Signer

Proposer's Street Address

Proposer's City, State, ZIP

Proposer's Telephone No.

Signature of Proposer or Authorized Representative

Date

Note: The text chapter 12B of the San Francisco Administrative Code and Form HRC-12B-101 is available from the HRC, 25 Van Ness Avenue, Suite 800, San Francisco 94102-6033, telephone (415) 252-2500 and posted on the Web at <http://www.sfgov.org/site/sfhumanrights>. Proposers are advised to submit Form HRC-12B-101 and accompanying documentation to the HRC at the earliest possible opportunity so as to avoid inability to gather all required documentation during the 10 day period after announcement of final ranking results.

**CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR OR SUPPLIER
REGARDING DEBARMENT AND SUSPENSION***

I, _____, by affixing my signature hereto, under penalty of perjury, hereby certify that, except as noted below, that my principals and I are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency.

Where the subcontractor, lower-tier subcontractor or supplier is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions of the certification, such subcontractor, lower-tier subcontractor or supplier shall provide description of each instance of violation and attach an explanation to this Document. The subcontractor, lower-tier subcontractor or supplier declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Proposer responsibility. For each exception noted above, indicate below to whom it applies, name of the government entity and dates of action:

| <u>Exception</u> | <u>Person</u> | <u>Government Entity</u> | <u>Dates Inclusive</u> |
|------------------|---------------|--------------------------|------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

 Proposer's Name

 Name and Title of Signer

 Proposer's Street Address

 Proposer's City, State, ZIP

 Signature of Proposer or Authorized Representative

 Proposer's Telephone No.

 Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions.
 *Fulfills requirements of Title 49, CFR, Part 29 (applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more)

Certification of Subcontractor, Lower-Tier
 Subcontractor or Supplier Regarding
 Debarment and Suspension

APPENDIX E: MASTER AGREEMENT SAMPLE

(FOR REFERENCE ONLY)

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City and County of San Francisco
Department of Public Works
875 Stevenson Street, Room 420
San Francisco, California 94103

Agreement between the City and County of San Francisco and

[CONSULTANT NAME]

This Agreement is made this _____ day of _____, 2012, in the City and County of San Francisco, State of California, by and between: _____, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of Public Works, hereinafter referred to as "Director"

Recitals

WHEREAS, the Department of Public Works ("Department") wishes to provide land surveying services and issued an award of contract DPW Order # _ dated effective _; and,

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

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

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

Now, THEREFORE, the parties agree as follows:

Definitions

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

AUTHORIZATION Contract Order of the City and County of San Francisco properly executed by the Director, Director of Purchasing, and Director of Administrative Services, and certified by the Controller for the specific funding of this Agreement or any modification thereof.

CITY ADMINISTRATOR City Administrator of the City and County of San Francisco.

CITY City and County of San Francisco, a municipal corporation.

CONTRACTOR [CONSULTANT NAME]

| | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------|
| CONTROLLER | Controller of the City and County of San Francisco. |
| CSO | Contract Service Order authorizing and directing work to be performed under this Master Agreement, issued at the City's sole discretion. |
| DIRECTOR | Director of Public Works of the City and County of San Francisco. |
| WORK | The work to be done in providing the services under a CSO as described and specified in Appendix A. |

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

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

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from the date of date of award, XXXXXXXX to XXXXXXXXXX, only for CSOs authorized and certified by XXXXXXXXX.

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 generally provided for in Appendix A "Description of Services," attached hereto and incorporated by reference as though fully set forth herein. Contractor acknowledges and agrees that this Agreement does not guarantee Contractor any work.

For the performance of specific tasks, the Department shall issue a Contract Service Order (CSO). All CSOs shall be issued within the first three (3) years from the date of award.

The Contractor acknowledges and agrees that once the Department issues a CSO under this Agreement, the scope of work, time for completion and price, as set forth in the CSO shall be binding on Contractor as though fully incorporated into this Agreement.

5. Compensation

The City shall compensate the Contractor only for those services performed under authorized CSOs. The Contractor acknowledges and agrees that no minimum compensation is assured under this Agreement.

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Public Works, 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 \$1,000,000.00 (ONE MILLION DOLLARS). 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 **Department of Public Works** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. Guaranteed Maximum Costs

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

7. Payment; Invoice Format

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

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

The text of 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. Left blank by agreement of the parties. (Disallowance)

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

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

14. Independent Contractor; Payment of Taxes and Other Expenses**a. Independent Contractor**

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

b. Payment of Taxes and Other Expenses.

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of 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

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, \$2,000,000 aggregate, Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

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

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

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

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. 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.

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

16. Indemnification

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

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

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be

supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

17. Incidental and Consequential Damages

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

18. Liability of City

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

19. Left blank by agreement of the parties. (Liquidated Damages)

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

- | | |
|-----------------------------------------------------------------|---------------------------------------------------------|
| 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: Department of Public Works
 Division of Contract Administration
 875 Stevenson Street, Room 420
 San Francisco, CA 94103

To Contractor: _____

Any notice of default must be sent by registered mail.

26. Ownership of Results

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

27. Works for Hire

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

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than 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.

2) Subcontracting Goals

The LBE subcontracting participation goal for this contract is 21%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

4) Payment of Subcontractors

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

Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

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

b. Subcontracts

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

c. Nondiscrimination in Benefits

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

d. Condition to Contract

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

e. Incorporation of Administrative Code Provisions by Reference

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

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

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.

1. 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 may be 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.

55. Left blank by agreement of the parties. (Supervision of Minors)

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.

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. Left blank by agreement of the parties. (Slavery Era Disclosure)

61. Electronic Contract Service Order Approval Processing

Contract Service Order (CSO) awards and modifications will be processed and approved electronically utilizing the Microsoft SharePoint© software. Participating contractors and consultants agree to execute CSOs electronically after, 1) executing a Confidentiality Agreement provided by the City on behalf of its company, 2) having all authorized company representatives that will execute CSOs complete training on using this electronic approval system (training to be provided by the City at no expense to contractors and consultants), and 3) submitting a completed executed User Access Setup form for each company representative using the electronic CSO approval system. Contractors and consultants shall also agree to immediately notify the City of any changes to authorized users of this CSO approval system.

62. Automated Clearing House (ACH) "electronic" payments

The City will issue payments to Contractor through the City's electronic payment system called PayMode-X®. Contractor acknowledges and agrees to receive payment electronically through this system. Contractor shall not be entitled to any additional cost or charge under this Contract for using or failing to use the electronic payment system. Nor shall Contractor be entitled to any additional cost or charge for delays or failures of the electronic payment system to complete a payment transaction.

63. 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.

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

CITY

CONTRACTOR

Recommended by:

Contract Manager

Division Manager

Deputy Director

Approved:

Mohammed Nuru
Director of Public Works

Approved as to Form:
Dennis J. Herrera
City Attorney

By:

Deputy City Attorney

Name

Address

City State Zip

I have read and understood Sec. 31, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By:

Signature

Name Title

Area Code Phone Number

Federal Employer Number

Appendices

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

Appendix A
Services to be provided by Contractor

1. Description of Services

- A. The prime consultant shall provide professional design services in a coordinated and integrated fashion for each designated project, with the involvement of all disciplines necessary to execute a given scope. The prime consultant, in addition to providing the required technical expertise, shall also provide all required management and coordination of the disciplines to reliably execute the work within an assigned schedule and budget. Demonstrated capacity to effectively manage projects is essential, as well as the ability to expedite projects through approvals agencies.
- B. Projects will range from full-professional-services for design / bid / build projects requiring multiple disciplines, to projects of limited scope involving only one specialized consulting service. Prime consultants may be selected on the basis of specific, specialized services or expertise. Some disciplines may be utilized more heavily than others and some disciplines may not be utilized at all during the course of the contract, at the discretion of the City.

Typical project types designed by the BDC include office building interiors, pump stations for the Public Utilities Commission, recreation centers, clubhouses and pools for the Recreation and Park Department, fire stations, police stations, branch libraries, acute care hospital interiors and more.

- C. Core Disciplines: Each proposal must include the Core Disciplines listed below. Proposals that do not include all Core Disciplines will be considered non-responsive and will be rejected. Core Discipline Subconsultants may be used to meet the HRC Subconsultant goal.

1. Structural Engineering
2. Mechanical / Plumbing Engineering
3. Electrical Engineering
4. Resource Efficiency (with availability of LEED Accredited Professional(s) named as a Key Personnel on the as-needed team)
5. Cost Estimation

- D. Recommended Disciplines: Candidate firms are advised that the following services represent Recommended Disciplines that may be included in their proposals, in addition to the Core Disciplines listed above. Recommended Disciplines Subconsultants may also be used to meet the HRC Subconsultant goal. It is highly desirable to list LBE firms for both Core Disciplines and Recommended Disciplines in order to increase your ability to meet HRC Subconsultant goal. Responses to the RFQ will be judged, in part, on the extent to which your team includes listings of the Recommended Disciplines as indicated above.

1. Americans with Disabilities Act (ADA) certification, plan checking, design and/or construction management support services.
2. Building Commissioning
3. Code Compliance
4. Elevator Engineering
5. Historic Preservation
6. Interior Design
7. Landscape Architecture
8. Project Scheduling
9. Roofing/Waterproofing expertise

10. Signage & Way Finding
11. Traffic Engineering
12. Civil Engineering
13. Acoustical A/V engineering
14. Geotechnical Engineering
15. Lighting Design

E. The professional work products to be delivered may include, but are not limited to:

1. 3D Building model creation and design(BIM)
2. Master Plans
3. Environmental Reviews
4. Programming and Planning Studies
5. Assessments of Existing Facilities
6. Green Building Evaluations
7. Code Evaluations
8. Utility Studies
9. Design Drawings
10. Specifications
11. Renderings/Models/Mock-ups
12. Cost Estimates
13. Project Schedules
14. ADA building and/or site evaluations
15. Post Occupancy Evaluations
16. Peer Reviews
17. Technical Reports

F. Per the Standard Agreement, the City shall own all original work products produced under this RFQ. Consultants shall provide all deliverables to the City in both hard copy and electronic files. Typical submittal formats include, but are not limited to:

1. CAD drawings in AutoCAD 2008 or later versions, Architectural Desktop, and Revit
2. Written documents in Microsoft Word
3. Cost estimates or other numerical information in Microsoft Excel
4. Schedules in Microsoft Project or Primavera;
5. Pictures in JPEG or bitmap
6. Web-ready documents in HTML or Adobe Acrobat

G. The Consultant may be required to make presentations to the Board of Supervisors and various City Commissions, DPW Clients, and at neighborhood/community meetings. All work shall be done in conformance with DPW procedures, guidelines, and directions.

A. Consultant, by executing this agreement, understands that the policy of the Department of Public Works is to create subcontracting opportunities for HRC certified Local Business Enterprises whenever possible and it agrees that it shall maximize its efforts to meet and/or exceed the subcontracting participation goals established for this contract.

2. Reports

Consultant shall submit written reports as requested by the Department of Public Works. Format for the content of such reports shall be determined by the Department of Public Works. 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 **Department of Public Works** will be _____. Contractor shall submit all Contract Service Order Proposals and Invoices to the said liaison.

**Appendix B
Calculation of Charges**

| <u>Services</u> | <u>Rates/Schedule</u> |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sub-consultant Work | Cost plus 5% (for a maximum of two tiers of sub-consultants work) |
| Meal expenses | Not reimbursable without prior agreement. |
| Lodging | Not reimbursable without prior agreement. |
| Air/taxi/shuttle/rail fares | Not reimbursable without prior agreement. |
| Other Direct Costs | At cost. |
| Travel | The Internal Revenue Service (IRS) standard mileage rate for business use of an automobile. No markup applies. This rate is subject to change, yearly. Travel expenses will be reimbursed only when work locations are outside of San Francisco and only with prior approval. Expenses associated with travel to and from Consultant or all levels of Sub-Consultant's offices located outside San Francisco to and from work sites within San Francisco are not reimbursable. |
| Equipment Rental | Compensation shall be paid for at the rates listed in Labor Surcharge and Equipment Rental Rates issues by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program, plus 5%. |

Overtime Rate = Fully Burden Staff Billing Rates x 1.5

Non-Reimbursable Items

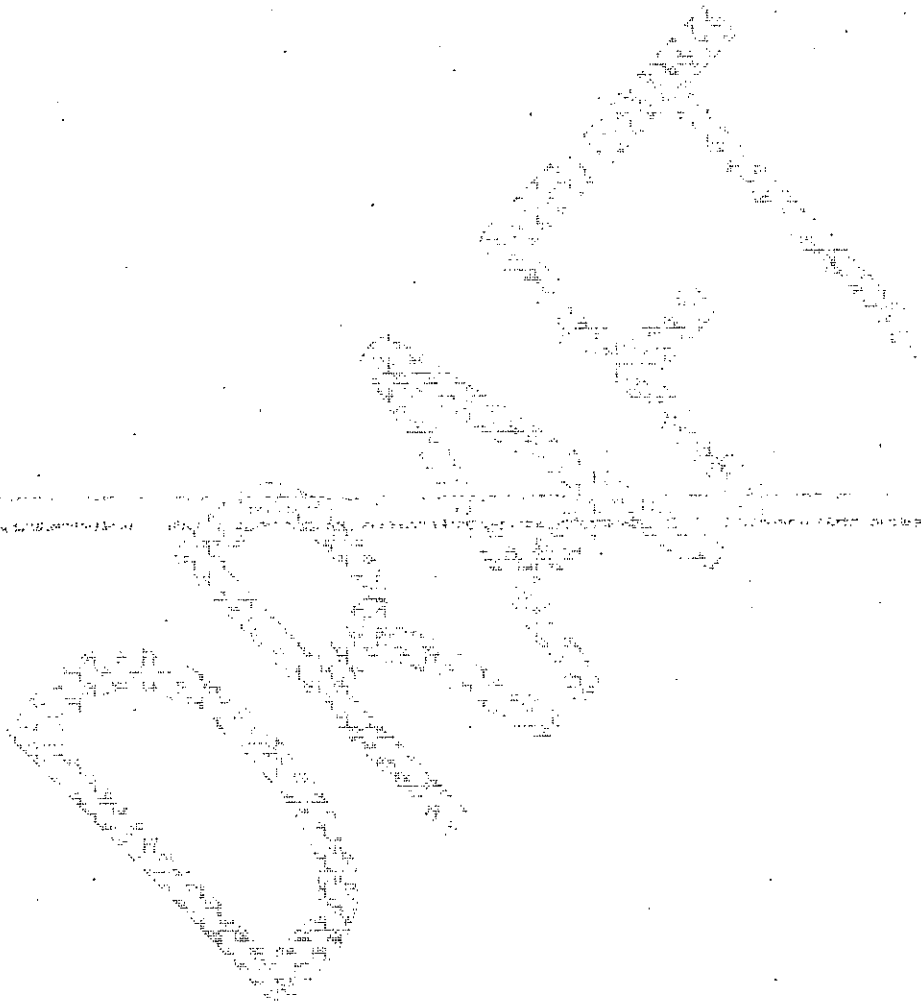
The following shall apply and remain in effect throughout the term of the contract for both the Consultant and all levels of sub consultants:

A. The City will not approve payment of ancillary charges. These items are considered part of work to perform the job. These costs are considered to be included in the billable staff rate. These costs include, but are not limited to:

- | | | | |
|----------------------|-------------------|--------------------------|------------------|
| Blackberries | Cameras | Cellphones, calls, faxes | Computers |
| Normal Office Copies | First aid kits | iPhones | Office equipment |
| Office supplies | PDA's | Photocopiers | Respirators |
| Safety equipment | Telephones, calls | Tools | |

Services and Charges

The approved billing rates, as shown in the following pages, shall apply for all services, and remain in effect throughout the term of the contract for both the Consultant and all levels of subconsultants.



APPENDIX F: OTHER FORMS

The following form must be completed, if needed, and refer to the attached Quick Reference Guide:

- HRC 12B-101 FORM
- QUICK REFERENCE GUIDE TO EQUAL BENEFITS COMPLIANCE

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CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSION

S.F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C
DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS
(HRC-12B-101)

Section 1. Vendor Information

Name of Company:
Name of Company Contact Person:
Phone: Ext.: Fax:
E-mail Address:
Vendor Number (if known):
Federal ID or Social Security Number:
Approximate Number of Employees in the U.S.:
Are any of your employees covered by a collective bargaining agreement or union trust fund?
Union name(s):

DATE & TIME RECEIVED BY HRC
(FOR HRC USE ONLY)

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree it will not discriminate against its employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer is required for compliance. Please answer yes or no to each category.

- Race, Color, Creed, Religion, National origin, Ancestry, Age, Height, Sex, Sexual orientation, Gender identity (transgender status), Domestic partner status, Marital status, Disability, AIDS/HIV status, Weight

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question even if you do not intend to enter into any subcontracts.

Yes No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

Questions 2A and 2B should be answered YES even if your employees pay some or all of the cost of spousal or domestic partner benefits.

*The term "Domestic Partner" includes both same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry. See S.F. Admin. Code Ch. 12B.1(c).

If you answered "NO" to both Questions 2A and 2B, go to Section 4, complete and sign the form, filling in all items requested.
If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C.

Question 2. (continued)

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

| BENEFIT | Yes for Employees with Spouses | Yes for Employees with Domestic Partners | No, this Benefit is Not Offered | Documentation of this Benefit is Submitted with this Form |
|-----------------------------------------|--------------------------------|------------------------------------------|---------------------------------|-----------------------------------------------------------|
| • Health Insurance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Dental Insurance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Vision Insurance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Retirement (Pension, 401(k), etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Bereavement Leave | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Family Leave | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Parental Leave | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Employee Assistance Program | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Relocation & Travel | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Company Discount, Facilities & Events | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Credit Union | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Child Care | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Dependent Life Insurance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Note: If you can't offer a benefit in a nondiscriminatory manner *because of reasons outside your control*, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form (HRC-12B-102) with all necessary attachments, and have your application approved by the HRC. For more information, see Rules of Procedure section II B or contact the HRC.

➤ **Section 3: Required Documentation**

YOU MUST SUBMIT SUPPORTING DOCUMENTATION

to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with Chapters 12B & 12C. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information see the Quick Reference Guide at <http://www.sfgov.org/site/uploadedfiles/sfhumanrights/forms/quickref.pdf> or contact the HRC.

Have you submitted supporting documentation for each benefit offered? Yes No

➤ **Section 4. Executing the Document**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____ (City) _____ (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

➔ **Submit this form and supporting documentation to:** HRC, 25 Van Ness Ave., Suite 800, San Francisco, CA 94102-6033, or to the City department that sent it to you if the department so requests.

✓ **Resource Materials** and additional copies of this form may be found at: www.sfhrc.org.

☎ **For assistance** please contact the Human Rights Commission at 415-252-2500 (TTY: 415-252-2550).



CITY AND COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION

QUICK REFERENCE GUIDE TO EQUAL BENEFITS COMPLIANCE

► *Step 1: Understand the Law*

What does the law require?

Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit 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.

Who is covered by this law?

All entities who hold or seek to enter into contracts with the City and County of San Francisco for public works or improvements, for a franchise, concession or lease of City property, or for goods, services or supplies to be purchased at the expense of the City and County are covered by this law. The law does not cover entities with which the City does less than \$5,000 worth of business per year. Subcontractors are not required to comply with this law. Each party to a joint venture must comply independently.

What benefits are covered?

In most cases, the law applies to all benefits offered by a contractor to its employees who have spouses or domestic partners and all benefits offered directly to such spouses or domestic partners, even when the employee pays the entire cost of the benefit. This includes, but is not limited to, medical insurance, retirement plans, leaves of absence (such as bereavement and family medical leave), use of company facilities, and discounts.

What is a domestic partner?

The law defines a domestic partner as any person whose domestic partnership is currently registered with a governmental body pursuant to state or local law. This includes both same-sex and opposite-sex couples. To comply with the law, verification of domestic partnerships may take place only to the same degree and in the same manner as marriages are verified.

What if a company will comply but needs time to do it?

Once a contractor makes it clear that it will comply with Chapter 12B (by submitting a 12B Declaration indicating compliance), in certain situations ending discrimination in benefits may be delayed. For instance, offering medical insurance may be delayed until the contractor's next open enrollment period; other benefits, such as bereavement leave, may be delayed until the contractor's personnel policies can be revised. Benefits offered through a union agreement may also be delayed under certain circumstances. For more information, see Rules of Procedure section II.E., Substantial Compliance Affidavit (Form HRC-12B-103), or contact the HRC.

What if a contractor is unable to offer benefits equally?

Some contractors are unable to find an insurance company willing to offer domestic partner coverage. Others may find that a federal law prohibits extending a particular benefit to domestic partners

on the same basis as it is extended to spouses. When a contractor takes all reasonable measures to stop discriminating, but can't for reasons outside its control, it can comply with Chapter 12B if it agrees to pay a cash equivalent. The HRC decides whether reasonable measures have been taken. A cash equivalent is the amount of money paid by an employer for the spousal benefit that is unavailable for domestic partners, or vice versa. For more information, see Rules of Procedure section III, Reasonable Measures Application (Form HRC-12B-102) or contact the HRC.

► *Step 2: Complete a Chapter 12B Declaration (Form HRC-12B-101)*

Answering the Questions

Section 1 asks for information about your company. Please complete all items; if you don't know your vendor number, you may leave that item blank.

Section 2, Question 1A asks whether your company prohibits discrimination against people based on the categories listed. This policy does not need to be in writing.

- Answer "YES" if your company does have such a policy.
- Answer "NO" if your company does not have such a policy.

Question 1B asks whether your company agrees to include a nondiscrimination clause in all subcontracts entered into for the performance of a substantial portion of any contracts you have with the City. This clause must include all of the categories listed in question 1a. You must answer this question even if your company will not be entering into any subcontracts associated with work performed for the City.

- Answer "YES" if you will agree to include a non-discrimination clause in subcontracts.
- Answer "NO" if you will not agree to include a non-discrimination clause in subcontracts.

Question 2A asks whether your company offers benefits (such as medical insurance) to employees' spouses or to employees because they are married (such as bereavement leave which can be taken because of the death of a spouse, or family medical leave which can be taken because of a spouse having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.
- If you have no employees, you should answer "NO."

Helpful hint: You are considered as offering a benefit even if you don't pay for it. If access to the benefit is offered, but the cost must be paid in whole or in part by the employee, you should still answer "YES."

Question 2B asks whether your company offers benefits (such as medical insurance) to employees' domestic partners or to employees because they are in a domestic partnership (such as bereavement leave which can be taken because of the death of a domestic partner, or family medical leave which can be taken because of a domestic partner having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.
- If you have no employees, you should answer "NO."

Helpful Hint: To comply, your answers to questions 2A and 2B should be the same. In very limited circumstances, you may comply without offering benefits equally. See *Reasonable Measures Application, Form HRC 12B-102*.

Question 2C should be filled out **ONLY** if you have answered "YES" to question 2A and/or 2B. It asks you to indicate which benefits you offer to spouses (or employees because they are married), which benefits you offer to domestic partners (or employees because they are in a domestic partnership), and which benefits you do not offer. Please indicate only those benefits offered. If you offer benefits not already listed, write them in where it says "other". Remember, offering access to a benefit is still considered a benefit, even if your company does not pay for it.

Note: If you can't offer all benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form (HRC-12B-102) with all necessary attachments, and have your application approved by the HRC. For more information, see *Rules of Procedure section II.B.* or contact the HRC.

➤ **Step 3: Attach the Necessary Documentation**

Section 3 states that you must submit documentation that verifies all benefits marked in your answer to Question 2C are offered in a nondiscriminatory manner. When possible, it is best if you submit this documentation along with your Declaration form. For policies that are unwritten, submit a letter to the HRC indicating this. Use the list below as a guide for the type of documentation needed.

Medical Insurance - A statement from your medical insurance provider that confirms spouses and domestic partners (as defined under this law) receive equal coverage in your medical plan. This may be in a letter from your insurance provider, or reflected in the eligibility section of your official insurance plan document. Similar documentation is needed for other types of insurance plans.

Retirement Plans (including 401k & pension plans) - The sections of your pension plan detailing how employees receive benefits. This should cover joint annuity options and pre-retirement death benefits. Documentation should indicate that employees with domestic partners and employees with spouses receive the same benefits and payment options.

Bereavement Leave - Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows for time off due to the death

of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave - Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave - Your company's policy indicating that employees may take leave for the birth or adoption of a child, to care for a child who is ill, and/or to attend school appointments. If leave is available for step-children (the spouse's child) then leave also should be available for the child of a domestic partner.

Employee Assistance Program - Your company's employee assistance program policy confirming that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

Relocation & Travel - Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Discounts, Facilities & Events - Your company's policy confirming that discounts, facilities (e.g. gym) and events (e.g. holiday party) are equally available to spouses and domestic partners of employees.

Credit Union - Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care - Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits - Documentation of any other benefits listed to indicate that they are offered equally.

➤ **Step 4: Use the Available Resources**

The Human Rights Commission has developed resources to help with the compliance process:

Rules of Procedure for guidelines on how the Ordinance is being implemented; definitions of the terms used in the Ordinance; and information on jurisdiction and other matters.

Resource Materials for in-depth answers to commonly asked questions on medical benefits, pensions plans, taxation; information on the cost of providing domestic partner benefits; and sample employee policies.

Insurance List of insurance providers around the country willing to write policies inclusive of domestic partners.

You can get copies of these documents by calling the Human Rights Commission at 415-252-2500, or download them from the Commission's website at: www.sffirc.org.

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 Acoustical Services

Funding Source: Inter-Departmental Work Orders PSC Duration: 3 years 29 weeks
PSC Amount: \$500,000 PSC Est. Start Date: 12/08/2014 PSC Est. End Date: 06/30/2018

1. Description of Work

A. Scope of Work:

Provide specialized services in Acoustical engineering to support DPW design staff on an as-needed basis. The City intends to award two (2) contracts for \$250,000 each, and contract duration of two (2) years each.

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

Acoustical engineering is a specialized professional service that is out of the Building, Design & Construction's (BDC) area of expertise. Acoustical engineers are specialized consultants who are experts in the area of acoustical analysis and engineering. This is a specialty which cannot be done in-house and must be outsourced. Having the ability to work with our own acoustical engineering consultants directly will save the city money and allow us to execute these contracts more efficiently... (please see attachment for full response)

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.

Acoustical engineering services for building projects have been provided through subconsultants under the as-needed Architectural contracts. This proposed contract will allow BDC to have a dedicated prime consultant to provide acoustical engineering services. The most recent approved PSC for as-needed architectural... (please see attachment for full response)

D. Will the contract(s) be renewed? No, there are currently no plans to renew the contract at this time.

2. Union Notification: On 12/08/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43857 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
Acoustical engineers are specialized consultants who are experts in the area of acoustical analysis and engineering. Consultant must have been in business for a minimum of 5 years performing acoustical engineering, and must provide a minimum of 5 sample projects involving acoustical engineering in the last 5 years.
- B. Which, if any, civil service class(es) normally perform(s) this work?
none,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No, the contractor will not be providing facilities and/or equipment.

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
These are as-needed contract services only. They will only be utilized when the following conditions exist:
* Project requires specialized acoustical engineering services.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

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

YES NO

- A. Will the contractor directly supervise City and County employee?
- B. Will the contractor train City and County employee?
(please see attachment for full response)
- 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 12/16/2014 BY:

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

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Tsang, Tiffany

From: dhr-psccordinator@sfgov.org on behalf of sung.kim@sfdpw.org
Sent: Monday, December 08, 2014 3:49 PM
To: Kim, Sung; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org;
joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net;
leah.berlanga@seiu1021.org; gail@sfdlocal798.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; Tsang, Tiffany; Isen, Richard (TIS); DHR-PSCCoordinator, DHR
(HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43857 - 14/15

RECEIPT for Union Notification for PSC 43857 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 43857 - 14/15 for \$500,000 for Initial Request services for the period 12/08/2014 - 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/4279> 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)

Additional Information to include with PSC Form 1 – PSC# 43857 - 14/15

Service: As-Needed Acoustical Services

- 1.B. Acoustical engineering is a specialized professional service that is out of the Building, Design & Construction's (BDC) area of expertise. Acoustical engineers are specialized consultants who are experts in the area of acoustical analysis and engineering. This is a specialty which cannot be done in-house and must be outsourced. Having the ability to work with our own acoustical engineering consultants directly will save the city money and allow us to execute these contracts more efficiently. If these services are denied, Public Works would need to continue to utilize these sub-consultant services through our As-Needed contracts and pay additional administrative fees (i.e. sub-consultant mark up). This would result in delays to critical projects to meet timelines as well.*
- 1.C. Acoustical engineering services for building projects have been provided through sub-consultants under the as-needed Architectural contracts. This proposed contract will allow BDC to have a dedicated prime consultant to provide acoustical engineering services. The most recent approved PSC for as-needed architectural contract is PSC No. 4095-09/10. Please also refer to our previous As-Needed Architectural Services RFQ, attached.*
- 5.B. No, training will not be provided for this service, as this would require the City to hire an individual with this specialized background. This service will only be utilized on an as-needed basis so there is no ongoing demand to justify the hiring of permanent City staff.*

Past PSC with Similar Services

To

PSC 43857-14/15

- 1) PSC 4095-09/10, please refer to RFP on page 59. Thank you.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 4, 2010 (Revised February 1, 2010)

DEPARTMENT NAME: Public Works DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: As-needed Architectural Design Services

FUNDING SOURCE: Various departments, to be determined

PSC AMOUNT: \$3,000,000* PSC DURATION: 5/1/2010 - 8/30/2015

* Aggregate fee cap: \$3,000,000; individual fee cap: \$500,000 to \$1,000,000 depending on number of firms selected.

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.

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

The as-needed contracts will only be utilized when DPW cannot provide the services in a timely manner due to unavailability of staff or when specialty services are required. If services cannot be provided in a timely manner the City's ongoing operations will be impacted and thereby cause delay to the provision of services necessary for the public interest.

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

Similar services have been provided through as-needed architectural services contracts authorized by PSC No. PSC #4125-05/06 approved on June 5, 2006.

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

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

Local 21 Union Name Signature of person mailing/faxing form Date 2/2/10
Union Name Signature of person mailing/faxing form Date
RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Professional architectural services typically required for building projects in the public sector; services of licensed subconsultants with expertise including but not limited to the following disciplines: historic preservation, civil, structural, electrical, mechanical/plumbing, resource efficiency with availability of LEED Accredited Professionals, LEED Compliance, elevator, fire protection, code compliance, waterproofing, roofing, landscape architecture, and facilities' furnishings/ interior design.

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

The following civil service classes would normally perform design and consultation services except under conditions as described in 4A below: 5211 Senior Architect, 5268 Architect, 5266 Architectural Associate II, 5265 Architectural Associate I, 5261 Architectural Assistant II, 5260 Architectural Assistant I, 5218 Structural Engineer, 5219 Senior Structural Engineer, 5352 Electrical Engineering Assistant, 5354 Engineering Associate 1, 5344 Mechanical Engineering Assistant, 5215 Fire Protection Engineer, 5211 Engineer/Architect/Landscape Architect Senior, 5262 Landscape Architectural Associate 1, 5272 Landscape Architectural Associate 2, 5274 Landscape Architect.

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

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

These are as-needed contract services only. They will only be utilized when the following conditions exist:

- *The Bureau is working at full capacity and postponement of pending projects would be contrary to the public interest, or*
- *Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.*

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

The services are only going to be utilized on an as-needed basis.

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

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

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

Gordon Choy

 Signature of Departmental Personal Services Contract Coordinator

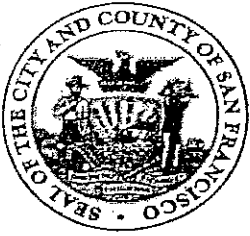
Gordon Choy

 Print or Type Name Telephone Number (415) 554-6230

875 Stevenson Street, Room 420

 San Francisco, CA 94103

 Address



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

March 18, 2010

NOTICE OF CIVIL SERVICE COMMISSION ACTION

MORGAN R. GORRONO
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DONALD A. CASPER
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4093-09/10 THROUGH 4101-09/10; 4092-09/10 AND 4102-07/08.

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

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

It was the decision of the Commission to:

- (1) Approve request for proposed personal services contract #4096-09/10 on the condition that the Department of Public Works engage in discussions with SEIU Local 1021. Should SEIU continue to have concerns about the contract, it may be put back on calendar for further discussion and action at the next regular meeting of April 5, 2010. In no case will the approval of the contract be delayed beyond the April 5, 2010 meeting. Notify the offices of the Controller and the Office of Contract Administration.
- (2) Approve request for proposed personal services contract #4097-09/10 on the condition that contact be made with SEIU Local 1021 within 24 hours to address concerns they have with the PSC. In addition, that a response be provided to Local 1021 by the Recreation and Parks Department within the following 24 hours addressing their concerns after which the conditions of the Civil Service Commission approval would have been met. Notify the offices of the Controller and the Office of Contract Administration.
- (3) Approve request for proposed personal services contracts on all remaining contracts. Notify the offices of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

Anita Sanchez
ANITA SANCHEZ
Executive Officer

CONTRACT ADMINISTRATIONS
DPW

10 MAR 22 AM 11:00

RECEIVED

Attachment

c: Cynthia Avakian, Airport Commission
Micki Callahan, Human Resources Director
Gordon Choy, Department of Public Works
Jacquie Hale, Department of Public Health
Mary Ng, Department of Human Resources
Shawn Wallace, San Francisco Police Department
Commission File
Chron

RECEIVED

POSTING FOR

3/1/2010

10 MAR 22 AM 11:00

DPW PROPOSED PERSONAL SERVICES CONTRACTS - Regular
CONTRACT ADMINISTRATIONS

| FSC No | Dept No | Dept Name | Approval Type | Contract Amount | Description of Work | Duration |
|--------------|---------|---------------|---------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 4093-09/10 | 38 | Police | Regular | \$400,000 | Provide pre-employment polygraph screening on an as-needed basis for entry level police officers, police reserve officers, police cadets and police service aides. Such screening shall include questions regarding prior police history, criminal activity, illegal drug use, drinking habits and incidents of domestic violence. Services also include providing a business site with adequate interrogation facilities divided by one-way mirrors, and equipped with one way sound devices, video and audio recording equipment. | 6/30/2014 |
| 4094-09/10 | 82 | Public Health | Regular | \$1,300,000 | Provide as-needed and after-hours security guard services, and as-needed guard/driver services for the Community Health Network, specifically for the Substance Abuse Services Unit of Ward 93, Oplate Treatment Outpatient Program (OTOP) at San Francisco General Hospital, the Silver Avenue Health Center Methadone/Office based oplate treatment program, Building 80/90 adjacent to the OTOP program, and armed guard/driver services for the operation of the Mobile Methadone Van(s). | 6/30/2015 |
| * 4095-09/10 | 90 | Public Works | Regular | \$3,000,000 | Provide architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities. | 8/30/2015 |
| * 4096-09/10 | 90 | Public Works | Regular | \$1,200,000 | The Materials Testing & Special Inspection (MTSI) Team will provide specialized materials testing & special inspection services for the SFPU Headquaters Building Project located at 525 Golden Gate Ave. Consultant will be City's representative leading & coordinating the materials testing & special inspection activities for the Project to ensure compliance with all requirements of state & local regulatory agencies including the International Building Code, California Building Code, SF Dept. of Building Inspection, Special Inspection & Structural Observation, and Contract Documents. | 8/1/2012 |

POSTING FOR
3/1/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

| PSC No | Dept No | Dept Name | Approval Type | Contract Amount | Description of Work | Duration |
|--------------|---------|--------------------|---------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| * 4097-09/10 | 90 | Public Works | Regular | \$200,000 | Provide additional services to continue as Executive Preservation Architect & provide architectural & engineering design services for the final phase of the Palace of Fine Arts, which includes full consultant coordination. The scope of work includes lagoon stabilization on the western portion of the lagoon, coordinating new paving along the colonnade pathway & Rotunda, new lighting design, re-grading of the site, new sidewalk curbs, installation of new metal doors, landscaping & irrigation. | 7/1/2011 |
| 4098-09/10 | 27 | Airport Commission | Regular | \$12,500,000 | Provide financial advisory services to manage San Francisco International Airport's capital financing program, including a \$4.1 billion debt portfolio. Services include but are not limited to, financial, investment, swap and rebate advisory services. | 6/30/2015 |
| 4099-09/10 | 27 | Airport Commission | Regular | \$2,500,000 | Provide design & integration services for 1) Baggage Handling System (BHS) & inline explosive detection screening (EDS) systems at Terminal 3, Boarding Area E, International Terminal Building & other Airport BHS locations; services include 100% construction documents; full-service construction administration, quality control for BHS additions & modifications; 100% design & integration of programmable logic controls (PLC); pre-construction simulations, acceptance testing & integration; 2) Passenger Boarding Bridges (PBB); services include 100% construction documents; construction administration, quality control for complete PBB replacements, relocations and/or modifications, PBB integration with aircraft parking, fuel hydrant system, preconditioned air & ground power, acceptance testing with aircraft for a complete operating system. | 5/31/2013 |
| 4100-09/10 | 27 | Airport Commission | Regular | \$26,000,000 | Contractor will operate the Airport's Curbside Management Program for on-demand door-to-door van, taxicab, and limousine operations, provide customer services for air passengers seeking door-to-door transportation to leave the Airport, and facilitate services for people with special transportation needs. The contractor will monitor, coordinate and dispatch door-to-door vans, taxicabs and limousines in the holding/staging/walking areas and curbside loading zones, as well as manage various systems supporting said operations at SFO. Airport ground transportation vehicle trip fees support the direct costs of the Program. | 6/30/2016 |

CONTRACT ADMINISTRATIONS
DPW

10 MAR 22 AM 11:00

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 10 MAR 22 3/1/2010
 POSTING FOR

PROPOSED PERSONAL SERVICES CONTRACTS - Regular
 DPW
 CONTRACT ADMINISTRATIONS

| FSC No | Dept No | Dept Name | Approval Type | Contract Amount | Description of Work | Duration |
|------------|---------|--------------------|---------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 4101-09/10 | 27 | Airport Commission | Regular | \$375,000 | Provide customer survey data regarding the quality of the Airport's Food and Beverage and Retail Services, Parking, and other facilities and services. The surveys have consistently taken place in May for the past 19 years of at least 1,400 valid respondents to reflect the summer travel season. The preliminary results need to be analyzed and submitted to SFO within 30 days from the last interview. Vendor will produce, execute, and analyze the data and present results and recommendations to SFO. | 6/30/2015 |

POSTING FOR
3/1/2010

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

| Dept No | FSC No | Dept Description | Approval Type | Change | Contract Amount | Description of Work | Duration |
|---------|------------|------------------|---------------|-------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 38 | 4092-09/10 | Police | Modification | \$60,000 | \$90,000 | The Veterinarian will provide routine and emergency medical care for up to twenty horses that are part of the San Francisco Police Department Mounted Unit. Routine services average fifteen visits per year. The Veterinarian will also perform pre-purchase horse examinations. | 6/30/2012 |
| 82 | 4102-07/08 | Public Health | Modification | \$4,000,000 | \$6,000,000 | Will provide medical transportation services between medical facilities or a patient's home on an on-call basis, available 24 hours a day, 7 days a week. Contractor(s) may transport ambulatory or non-ambulatory patients to and from medical facilities utilizing specialized vehicles. Transportation services include patient discharges from San Francisco General Hospital, Public Health Centers or Laguna Honda Hospital; transporting voluntary mental health cases to appropriate psychiatric centers; providing Department with taxi vouchers or scripts for non-emergency services. | 12/31/2018 |

RECEIVED
10 MAR 22 AM 11:00
DPW
CONTRACT ADMINISTRATIONS

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY – MTA Dept. Code: MTA

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

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

Type of Service: Bus Towing and Roadside Assistance Services

Funding Source: Operating Funds PSC Duration: 4 years
PSC Amount: \$400,000 PSC Est. Start Date: 03/01/2015 PSC Est. End Date: 02/28/2019

1. Description of Work

A. Scope of Work:

The contractor will provide intermittent, as-needed towing and roadside assistance services for the San Francisco Municipal Transportation Agency (SFMTA) rubber-tire revenue vehicles, which include diesel and hybrid buses and electric trolleys, on a 24-hour/7-days-a-week basis.

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

The service is necessary for prompt removal of buses and trolleys if they break down on the streets, to tow them to repair facilities, or any required towing of such vehicles. If the service is denied, the SFMTA will not be able to respond to towing needs for disabled buses and trolleys so they can be repaired or removed from the streets.

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 has been provided under a purchase order or blanket agreement. In order to benefit from more predictable contract pricing and to include certified micro local business enterprises, a contract will be bid out. That process will need the approval of the Civil Service Commission.

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

2. Union Notification: On 12/03/2014, the Department notified the following employee organizations of this PSC/RFP request: TWU - Automotive Service Worker, Professional & Tech Engrs, Local 21, Automotive Machinists, Local 1414,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41791 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The service provider must possess the ability to tow a bus or trolley via a tow truck with a Lowboy trailer and provide emergency roadside assistance on a 24-hour/7-days-a-week basis. An example of such roadside assistance may include inflating the bus tires in order to move a bus or trolley.

B. Which, if any, civil service class(es) normally perform(s) this work?
7410,7381,

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

Yes. The awarded contractor must have specialized equipment (tow truck with a Lowboy trailer) to tow a bus or trolley. The City does not currently possess this specialized equipment to tow a bus.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The SFMTA does not possess the required tow truck to tow buses and trolleys and civil service classifications would only be able to provide a portion of this work.

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

No. This work requires specialized equipment that the SFMTA does not have and this work is only performed when towing is required.

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

YES NO

- A. Will the contractor directly supervise City and County employee? YES NO
- B. Will the contractor train City and County employee?
Training is not needed. 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 12/03/2014 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 South Van Ness Avenue, 6th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Hamada, Cynthia

From: dhr-psccordinator@sfgov.org on behalf of cynthia.hamada@sfmta.com
Sent: Wednesday, December 03, 2014 4:30 PM
To: Hamada, Cynthia; L21PSCReview@ifpte21.org; agonzalez@iam1414.org; speedy4864@aol.com; Hamada, Cynthia; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 41791 - 14/15

RECEIPT for Union Notification for PSC 41791 - 14/15 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 41791 - 14/15 for \$400,000 for Initial Request services for the period 03/01/2015 – 02/28/2019. 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/4256> 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

Hamada, Cynthia

From: Hamada, Cynthia
Sent: Wednesday, December 03, 2014 4:42 PM
To: DHR-PSCCoordinator, DHR; L21PSCReview@ifpte21.org; 'speedy4864@mac.com'; 'agonzalez@iam1414.org'; Ewilliams@twusf.org
Cc: Leung, Galen; Lucas-Davis, Gloria; Patel, Ashish; Helms, Mike
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 41791 - 14/15
Attachments: PSC \$400K Bus Towing and Roadside Service.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green Category

DHR-PSC Coordinator: For your review and processing.

Unions: For your information.

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

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

From: dhr-psccordinator@sfgov.org [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of cynthia.hamada@sfmta.com
Sent: Wednesday, December 03, 2014 4:30 PM
To: Hamada, Cynthia; L21PSCReview@ifpte21.org; agonzalez@iam1414.org; speedy4864@aol.com; Hamada, Cynthia; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 41791 - 14/15

RECEIPT for Union Notification for PSC 41791 - 14/15 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 41791 - 14/15 for \$400,000 for Initial Request services for the period 03/01/2015 - 02/28/2019. 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/4256> 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

DATE: December 3, 2014

DEPARTMENT NAME: San Francisco Municipal Transportation Agency DEPARTMENT NUMBER 68

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

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

TYPE OF SERVICE: Bus Towing and Roadside Assistance Services

FUNDING SOURCE: Operating Funds

PSC AMOUNT: \$400,000.00 PSC DURATION: March 1, 2015 through February 28, 2019

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The contractor will provide intermittent, as-needed towing and roadside assistance services for the San Francisco Municipal Transportation Agency (SFMTA) rubber-tire revenue vehicles, which include diesel and hybrid buses and electric trolleys, on a 24-hour/7-days-a-week basis.

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

The service is necessary for prompt removal of buses and trolleys if they break down on the streets, to tow them to repair facilities, or any required towing of such vehicles. If the service is denied, the SFMTA will not be able to respond to towing needs for disabled buses and trolleys so they can be repaired or removed from the streets.

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

This service has been provided under a purchase order or blanket agreement. In order to benefit from more predictable contract pricing and to include certified micro local business enterprises, a contract will be bid out. That process will need the approval of the Civil Service Commission.

D. Will the contract(s) be renewed:

Yes, if there continues to be a need for such services.

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

IFPTE, Local 21 Union Name Signature of person mailing / faxing form Date 12/3/14
IAM, Local 1414 Union Name Signature of person mailing / faxing form Date 12/3/14
TWU, Local 250-A (7410) Union Name Signature of person mailing / faxing form Date

RFP sent to Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

SFMTA approved 12/3/14 CMAJ

PSC# 41791-14/15

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The service provider must possess the ability to tow a bus or trolley via a tow truck with a Lowboy trailer and provide emergency roadside assistance on a 24-hour/7-days-a-week basis. An example of such roadside assistance may include inflating the bus tires in order to move a bus or trolley.

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

Civil service classifications that perform some of this work are: 7410 Automotive Service Worker, and, 7381 Automobile Mechanic.

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

Yes. The awarded contractor must have specialized equipment (tow truck with a Lowboy trailer) to tow a bus or trolley. The City does not currently possess this specialized equipment to tow a bus.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The SFMTA does not possess the required tow truck to tow buses and trolleys and civil service classifications would only be able to provide a portion of this work.

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

No. This work requires specialized equipment that the SFMTA does not have and this work is only performed when towing is required.

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

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

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



 Signature of Departmental Personal Services Contract Coordinator

Cynthia Hamada

 Print or Type Name

415.701.5381

 Telephone Number

San Francisco Municipal Transportation Agency

1 South Van Ness Avenue, 6th Floor, San Francisco, CA 94103

 Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Water Quality Support Services (CS-1009)

Funding Source: Water Quality Admin Fund PSC Duration: 2 years
PSC Amount: \$200,000 PSC Est. Start Date: 02/10/2015 PSC Est. End Date: 02/09/2017

1. Description of Work

A. Scope of Work:

The San Francisco Public Utilities Commission (SFPUC) has installed a network of on-line sensor systems continuously monitoring the water system and providing early warning indications of abnormalities. This network was enhanced when SFPUC was selected as a pilot utility for the US Environmental Protection Agency's (EPA) Water Security Initiative Contamination Warning System (CWS) Demonstration Pilot Program. With this grant, the SFPUC installed 10 monitoring sites within the city distribution system and created a dashboard interface system to integrate the network. The grant ended in December 2012. This contract will provide SFPUC with ongoing support and maintenance services for the CWS system to transition it from pilot program to sustainable operation. The work will focus on maintaining the reliability of existing investments and reducing ongoing operations and maintenance costs, and systems located in lower priority areas will be relocated to higher priority, sensitive locations.

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

The contamination monitoring systems are specialized units critical to SFPUC's Emergency Contamination Monitoring program. Failure in the units could lead to a missed contamination event with potentially disastrous consequences to the people of San Francisco.

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 was previously provided under CS-902 for EPA Grant activities to develop, install, and maintain the CWS monitoring network and dashboard (PSC-4061-07/08).

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

2. Union Notification: On 12/08/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41564 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Dashboard - Expertise in the following computer programs/languages: ESRI GIS, map services, Flex, Adobe Flash, geocoding, C , C#, Python, SQL Server, integration services (e.g. ETL, web services, hosting).
 On-line Water Quality Monitoring Stations - Specialized expertise with the existing station systems, including: s::can systems, ana::pro, PLC units, Hach systems, con::cubes, GE, Realtech units. Also, specialized SFPUC system knowledge of hydraulic flows, locations, layouts, piping/plumbing/communications.

B. Which, if any, civil service class(es) normally perform(s) this work?
 5212,5211,5241,5207,1061,1062,1063,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 Yes. Replacement parts for existing s::can and Realtech equipment.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

No civil service class has the necessary familiarity with the SFPUC's water infrastructure and its On-line Water Quality Monitoring system, nor the specialized skills and operational knowledge of applicable units within the systems (e.g. s::can, Realtech, Flex) to perform the required tasks.

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

No. The work is of fairly short duration and the systems were custom-built by private companies outside of SFPUC who have expert knowledge of the system. See supplemental attachment A.

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? None. See attachment. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
 ON 01/07/2015 BY:

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

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

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of SJackson@sfgwater.org
To: [Jackson, Shamica; L21PSCReview@ifte21.org](mailto:L21PSCReview@ifte21.org); Jackson, Shamica; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 41564 - 14/15
Date: Monday, December 08, 2014 4:18:50 PM

RECEIPT for Union Notification for PSC 41564 - 14/15 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41564 - 14/15 for \$200,000 for Initial Request services for the period 02/10/2015 – 02/09/2017. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/4286> 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)

Supplemental Attachment A

CS-1009

PSC No. 41564 - 14/15

4B: Would it be practical to adopt a new civil service class to perform this work? Explain:

No. The work is of fairly short duration and the systems were custom-built by private companies outside of SFPUC who have expert knowledge of the system. Also, the system technologies have just been piloted and are still being tested; system requirements may change in the near future per US EPA requirements. It would not be practical to adopt a new class for short-term work that requires very deep expertise in systems that may change rapidly.

PSC 41564-14/15

Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:

None. The systems were custom-built by private companies outside of SFPUC who have expert knowledge of the system.

Past PSC with Similar Services

To

PSC 41564-14/15

1) PSC 4061-07/08



MEMORANDUM

DATE: December 16, 2011
 TO: Maria Ryan, DHR-PSC Coordinator
 Department of Human Resources (Dept. 33)
 FROM: David E. Scott, PSC Coordinator
 San Francisco Public Utilities Commission (Dept. # 40)
 RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 4061-07/08 CSC Approval Date: 12/03/2007 (Original)

Description of Service(s): **Water quality related support for Water System Improvement Program (WSIP) and Operations. This includes technical reviews and studies for WSIP projects; analysis of scope change impacts; permit amendments; bench-scale and pilot studies; treatment plant optimization and performance studies; mixing and fluid mechanics evaluations; regulatory compliance and reports; hydraulic modeling and reporting; future operations planning for the overall system; and training of Water Quality Bureau staff on the implementation and control of specialized tasks (CS-902/924).**

| | | | |
|---------------------------|---------------------|-----------------------------|---------------------------------|
| Original Approved Amount: | <u>\$ 4,000,000</u> | Original Approved Duration: | <u>12/03/2007 to 02/01/2013</u> |
| Modification One Amount: | <u>\$ 1,000,000</u> | Modification of Duration: | <u>12/19/2011 to 10/31/2013</u> |
| Total Amount as Modified: | <u>\$ 5,000,000</u> | Total Duration as Modified: | <u>12/03/2007 to 10/31/2013</u> |

Reason for the modification:

This modification will align the approved Civil Service authority with the term in the executed contract.

Attachments: Copy of PSC Summary sent to DHR.

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: _____

By: _____
 Micki Callahan, Human Resources Director

- Edwin M. Lee
Mayor
- Francesca Victor
President
- Anson Moran
Vice President
- Ann Moller Caen
Commissioner
- Art Torres
Commissioner
- Vince Courtney
Commissioner
- Ed Harrington
General Manager



PERSONAL SERVICES CONTRACT SUMMARY

DATE: October 31, 2007

DEPARTMENT NAME: San Francisco Public Utilities Commission DEPARTMENT NUMBER: 40

TYPE OF APPROVAL: EXPEDITED REGULAR (OMIT POSTING _____)
 CONTINUING ANNUAL
 TYPE OF REQUEST: INITIAL REQUEST MODIFICATION (PSC# _____)

TYPE OF SERVICE: Water Quality Support Services (CS-902)

FUNDING SOURCE: WSIP and Water Enterprise Funds

PSC AMOUNT: \$4,000,000 PSC DURATION: 2/1/2008-2/1/2013 (5 years)

1. DESCRIPTION OF WORK:

A. Concise description of work:

Water quality related support for Water System Improvement Program (WSIP) and Operations. This includes technical reviews and studies for WSIP projects; analysis of scope change impacts; permit amendments; bench-scale and pilot studies; treatment plant optimization and performance studies; mixing and fluid mechanics evaluations; regulatory compliance and reports; hydraulic modeling and reporting; future operations planning for the overall system; and training of Water Quality Bureau staff on the implementation and control of specialized tasks.

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

Need additional sanitary specialty staffing/resources to meet peak WSIP support and to maintain operational support for the above work in a timely manner. Denial of the RFP will affect meeting project deliverables, compliance with drinking water regulations, and prompt response to water quality events and operational emergencies.

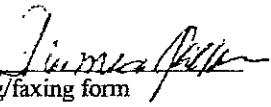
C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

Water Quality Bureau has used outside expertise through professional services contracts in the past.

D. Will the contract(s) be renewed.

No.

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

| | | |
|------------|------------------------------------------------------------------------------------------------------|-----------|
| L21 | Shamica Jackson  | 11/5/2007 |
| Union Name | Signature of person mailing/faxing form | Date |
| | | |
| Union Name | Signature of person mailing/faxing form | Date |

RFP sent to _____ on _____
 Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# _____

STAFF ANALYSIS/RECOMMENDATION:
 CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Thorough knowledge of all the current and upcoming proposed drinking water regulations at the State and Federal levels. Expertise and extensive experience in source water protection; watershed management; drinking water and effluent discharge regulations, planning and design of treatment plant/facilities; drinking water treatment processes and technologies; process engineering; treatment plant/facility operations; drinking water quality studies; corrosion control; instrumentation and control systems; hydraulics, modeling and data management; and operational planning, for large and complex drinking water transmission and distribution systems.

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

5212 Principal Engineer, 5211 Senior Engineer, 5241 engineer and 5207 Associate Engineer with Sanitary specialty can do some of this work, but some work requires specific expertise.

C. Will contractor provide facilities and/or equipment not currently possessed by the City?

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Those classes perform general type of work, but there is a need for specific expertise that we don't have (e.g. corrosion control, modeling).

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

No, this type of expertise work is of short peak duration and is required on an as-needed basis.

5. ADDITIONAL INFORMATION (if yes, attach explanation)

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

YES NO

B. Will the contractor train City & County employees?

The contractor will provide training for specialized tasks to water quality engineers (e.g. modeling, regulatory implications, pilot studies validation, technological advances) for 40 to 80 hours per task.

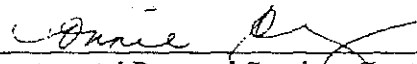
C. Are there legal mandates requiring the use of contractual services?

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? PUC Res. 03-0245; 12/15/2003

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

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



Signature of Departmental Personal Services Contract Coordinator
Connie Chang (415) 554-3497

Print or Type Name Telephone

1155 Market Street, 9th Floor

San Francisco, CA 94103

Address

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 03-0245

WHEREAS, Implementation of the Capital Improvement Program requires that the SFPUC process contract actions more efficiently; and

WHEREAS, Some contract action approval practices can be simplified to accelerate the approval procedure while still providing the Commission with all essential information; and

WHEREAS, To improve the efficiency and speed of the contract action approval process and its consequent impact on the contracting process, SFPUC staff proposes certain changes to its current contract action process; and

WHEREAS, SFPUC staff is proposing to create a monthly General Manager's Report to the Commission for approval of all contract advertisement actions; and

WHEREAS, SFPUC staff shall present contract awards as consent calendar items for CIP contracts under \$5 million and routine water/sewer main repairs, and all other awards shall be presented as regular calendar items; and

WHEREAS, SFPUC staff shall present contract modifications over 10% of cost or schedule as regular calendar items; and

WHEREAS, SFPUC staff shall present contract closeouts as consent calendar items for all contracts under \$5 million and as regular calendar items for all contracts with a value of \$5 million or above; and

WHEREAS, SFPUC staff shall present all emergency declarations as consent calendar items; now, therefore, be it

RESOLVED, That this Commission hereby approves and authorizes the General Manager to implement an SFPUC staff proposal to modify current Commission contract action approval practices by using a combination of a General Manager's Report, the consent calendar, and the regular calendar to approve contract actions.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of December 15, 2003


Secretary, Public Utilities Commission

Meeting Information

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MINUTES

Regular Meeting
December 3, 2007

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

CALL TO ORDER

2:00 p.m.

ROLL CALL

| | |
|---------------------------------|--------------------------------|
| President Alicia D. Becerril | Not Present (Notified absence) |
| Vice President Donald A. Casper | Present |
| Commissioner Morgan R. Gorrono | Present |
| Commissioner Thomas T. Ng | Present |
| Commissioner Yu-Yee Wu | Present |

Vice President Donald Casper presided.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

Inspector Joseph Engler, San Francisco Police Department spoke on Item #8 as it relates to his appeal of discrimination pending before the Civil Service Commission.

APPROVAL OF MINUTES

Regular Meeting of November 19, 2007

Action: Approve as amended. (Vote of 3 to 0); Commissioner Thomas Ng recused.
(Vote of 4 to 0)

0832-07-8 Review of request for approval of proposed personal services contract.
(Item No. 5)

| PSC# | Department | Amount | Type of Service | Type of Approval | Duration |
|------------|-----------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|
| 4045-07/08 | General Services, Office of Language Services | \$1,000,000 | Will provide a single, toll-free 800 telephone number for participating City departments to access Telephonic Language Interpretation Services in the Core Languages and must be available 24 hours a day, 365 days of the year. | Regular | 12/31/09 |

November 5, 2007: Postpone PSC #4045-07/08 to the meeting of November 19, 2007.

Postpone PSC #4086-03/04 to the meeting of November 19, 2007 at the request of the Public Utilities Commission.

November 19, 2007: Postpone PSC #4045-07/08 to the meeting of December 3, 2007 at the request of the General Services Agency.

Speakers: None.

Action: Postpone to the meeting of December 17, 2007 at the request of the General Services Agency. (Vote of 4 to 0)

0877-07-8

Review of request for approval of proposed personal services contracts.
(Item No. 6)

| PSC# | Department | Amount | Type of Service | Type of Approval | Duration |
|--------------------------------|------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|
| 4060-07/08 | Mayor's Office of Business & Economic Development | \$75,000 | Will provide wages and benefits for the three CityBuild Instructors who are teaching at the CityBuild Academy from July 1, 2007 to August 31, 2007. | Regular | 08/31/07 |
| 4061-07/08 | Public Utilities Commission | \$4,000,000 | Will provide water quality related support for Water System Improvement Program (WSIP) and Operations. | Regular | 02/01/13 |
| 4062-07/08 | Public Utilities Commission | \$8,400,000 | Will provide professional construction management services to oversee various WSIP projects on behalf of the SFPUC for the SF Region/Local work location. | Regular | 03/31/13 |
| 4063-07/08 | General Services Agency, Office of Language Services | \$100,000 | Will provide patented technology to convert selected public web pages from participating City department websites to be translated into non-English languages. | Regular | 10/31/09 |
| 4064-07/08 | Department of Public Health | \$2,000,000 | Will provide software programming, technical implementation and system administration training support to Department Information Technology staff for the implementation of the new Community Behavioral Health (CBHS) Billing and Clinical Application. | Regular | 12/31/13 |
| 4065-07/08 | Public Works | \$450,000 | Will provide specialized architectural, engineering, and related professional services for programming the facilities and specialized peer review services in support of City staff in negotiating and implementing the turn-key agreement. | Regular | 02/15/11 |
| 4029-05/06 | Airport Commission | Increase Amount \$12,000,000 New Amount \$14,000,000 | Will hire construction management team members, including construction managers, resident engineers, inspectors, part-time schedulers, and cost engineers for PDC capital improvement projects. | Regular | 12/31/12 |
| 4086-03/04 <i>Withdrawn</i> | Public Utilities Commission | Increase Amount \$1,607,582 New Amount \$3,357,582 | Will provide environmental document scoping, environmental background studies, alternatives analysis; preparation of draft environmental document, response to public comments. | Regular | 12/31/09 |

Speakers:

Valerie O'Donnell, Mayor's Office of Business and Economic Development spoke on PSC #4060-0708.
Pauson Yun, Public Utilities Commission spoke on PSC #4061-07/08.
Joan Lubamersky and Tomas Lee, General Services Agency spoke on PSC #4063-07/08
Jacquie Hale and Deborah Vincent-James, Department of Public Health spoke on PSC #4064-07/08.
Jim Buker, Department of Public Works spoke on PSC #4065-07/08.
Galen Leung and Ray Quesada, San Francisco International Airport spoke on PSC #4029-05/06.

Action:

- (1) PSC #4086-03/04 withdrawn at the request of the Public Utilities Commission. (Vote of 4 to 0)
- (2) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

0485-02-3

Appeal by Alejandro Molina of the denial of battery pay as a Transit Operator.
(Item No. 7)**Speakers:**

Jeff Gary, Municipal Transportation Agency
Sharon Van Loon, Municipal Transportation Agency
Alejandro Molina, Appellant

Action:

Sustain the decision of the Director of Transportation. Deny the appeal by Alejandro Molina. (Vote of 3 to 1; Commissioner Casper dissents.)

0878-07-1

Discussion of the request to obtain an outside opinion regarding the Commission's jurisdiction on remedies in cases of discrimination. (Item No. 8)**Speakers:**

Anita Sanchez, Executive Officer
Paul Zarefsky, Deputy City Attorney
Silvia Johnson, Member of the public
Inspector Joseph Engler, San Francisco Police Department

Note:

- (1) Commissioners Yu-Yee Wu and Morgan Gorrone clarified that the word "second" should be deleted from the Agenda item and that they only raised obtaining an outside opinion.
- (2) Commissioners Wu and Gorrone withdrew their request for outside counsel.

(3) The Executive Officer was instructed to provide the Commissioners with the transcripts and other materials related to its decision on the appeal of Director of Elections Tammy Haygood.

Action: The Commission concluded the discussion and took no action.

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

Silvia Johnson made comments regarding homelessness and human rights issues.

Inspector Joseph Engler stated that he fully supports the Commission in their decision and would like to see his own issue before the Commission again.

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS

Commissioner Morgan Gorrone commented that the letter to the Miller family should have been proof read.

Commissioner Yu-Yee Wu requested the Commission binders be arranged chronologically so that the original appeal from the appellant is placed first.

Commissioner Donald Casper commented that it would be helpful to the Commission to have an annotated version of the City Charter.

Commissioner Morgan Gorrone also commented that none of the Commissioners received an invitation from the San Francisco Fire Department to the promotion ceremony of Lieutenants.

ADJOURNMENT

4:59 p.m.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Moccasin Powerhouse Generator Rewind Project (DB-121R)

Funding Source: Power Facilities HHWP/CIP Budget PSC Duration: 3 years 29 weeks
PSC Amount: \$18,500,000 PSC Est. Start Date: 03/01/2015 PSC Est. End Date: 09/26/2018

1. Description of Work

A. Scope of Work:

Contract work will consist of designing, manufacturing and installation of stator core, windings and rehabilitation or replacement work on the rotor for two (2) hydro-generation units at Moccasin Powerhouse. The modifications will also increase the capacity of the units from 57.5 MegaVars to a new rating of 61 MegaVars. This Design-Build seeks approval for the value of the designing, manufacturing and installation services.

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

Moccasin Powerhouse Generators No. 1 and No. 2 were completed in 1969 and generate a combined maximum output of 110 MegaWatts. The average generation from Moccasin Powerhouse is about 430 Gigawatt hours per year or 25% of the total generation from the Hetch Hetchy Water and Power (HHWP) Project. The generator units at Moccasin Powerhouse have exceeded their life expectancy by 10 years. The generator units are in critical need of repair in order to continue operating. A delay in authorizing these services will prolong critical structural repairs to the rotor systems and increase the likelihood that the generators will fail. See supplemental attachment A.

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. Historically HHWP has performed the design and manufacturing. While the installation was performed through traditional construction contracts.

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

2. Union Notification: On 12/08/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46800 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 HHWP is increasing the capacity of these units. The increased copper associated with the increased capacity design will have to fit within the existing generator frame. HHWP requires a company with intimate knowledge and expertise of both rotor and stator design to complete this task.

B. Which, if any, civil service class(es) normally perform(s) this work?
 5211,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because although the aforementioned engineering class (5211) typically conducts these engineering functions, they do not have the specialized expertise in rotor and stator design for hydrogenerating units.

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

No, it wouldn't be practical to adopt a civil service class to perform this work due to the specialized nature of the services required and these services are only necessary on an intermittent basis.

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? None. See supplemental attachment A. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
 ON 01/07/2015 BY:

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

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

Receipt of Union Notification(s)

From: Jackson, Shamica
To: Jackson, Shamica; L21PSCReview@ifpte21.org; Isen, Richard; DHR-PSCCoordinator, DHR
Cc: Choi, Suzanne; Kvoer, Todd
Subject: RE: Receipt of Notice for new PCS over \$100K PSC # 46800 - 14/15
Date: Tuesday, December 09, 2014 1:14:58 PM
Importance: High

Dear Local 21 staff,

The union notice reflected the incorrect amount. The correct amount is \$18,500,000. This change is already reflected in the PSC Database.

Best regards,
Shamica
415-554-0727

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of SJackson@sfgwater.org
Sent: Monday, December 08, 2014 3:42 PM
To: Jackson, Shamica; L21PSCReview@ifpte21.org; Jackson, Shamica; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 46800 - 14/15

RECEIPT for Union Notification for PSC 46800 - 14/15 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 46800 - 14/15 for \$5,334,000 for Initial Request services for the period 03/01/2015 - 09/26/2018. 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/4285> 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)

Supplemental Attachment A

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

Moccasin Powerhouse Generators No. 1 and No. 2 were completed in 1969 and generate a combined maximum output of 110 MegaWatts. The average generation from Moccasin Powerhouse is about 430 Gigawatt hours per year or 25% of the total generation from the Hetch Hetchy Water and Power (HHWP) Project. The generator units at Moccasin Powerhouse have exceeded their life expectancy by 10 years. The generator units are in critical need of repair in order to continue operating. A delay in authorizing these services will prolong critical structural repairs to the rotor systems and increase the likelihood that the generators will fail. Failure of the generators will impact the ability for the City to meet Municipal Load obligations and/or loss in revenues from excess generation. Loss of one generator unit impacts the City by approximately \$4,000,000 in net power revenues per year. Loss of two units would impact City net power revenues by about \$24,000,000 per year.

5B. Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:

None. Engineering class (5211) typically conducts these engineering functions, they do not have the specialized expertise in rotor and stator design for hydrogenerating units.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: ADA Program Accessibility Analysis

Funding Source: Capital Funds PSC Duration: 1 year 1 day
PSC Amount: \$200,000 PSC Est. Start Date: 04/01/2015 PSC Est. End Date: 04/01/2016

1. Description of Work

A. Scope of Work:

Research, facility assessment, and analysis to determine and make recommendations of Recreation and Park Department's (RPD) Program Accessibility directly related to the 2010 American with Disabilities Act (ADA) Standard's addition of recreation elements.

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

The requested consulting services are necessary to update RPD ADA Transition Plan and Capital Plan per expansion of the ADA Title II scope into recreation elements. Effective March 15, 2012, the Department of Justice (DOJ) adopted the 2004 ADAAG (Americans with Disability Act Accessibility Guidelines) for enforcement as the 2010 ADA Standard. Denial of this contract will impact RPD's ability to implement a comprehensive plan for ADA Program Accessibility and avoid future lawsuits.

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 1992 and 2000, RPD obtained ADA Title II (for state and local government) Self-Evaluation and ADA Transition Plans through RFPs for consulting services by Certified Access Specialist/JV.Partner.

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

2. Union Notification: On 12/08/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40401 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
Consultant must have minimum 10 years of experience performing disability access design and /or consultation with development of ADA Evaluation and ADA Transition Plan assessments to development of Program Accessibility in state or local government services. Consultant and/or JV Partner must be a Certified Access Specialist. Expert level of experience in conducting facility surveys and assessment for disabled access in buildings and facilities.

B. Which, if any, civil service class(es) normally perform(s) this work?
5268,

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 proposed work is for specialized ADA field that requires Certified Access Specialist in Title II State and Local Government. There are no current civil service classifications that have the skills sets to provide the required services.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
Due to the short time frame and specific project, adapting a new civil service classification would not be practical.

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 will not be provided as this is a third party review of the program. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 01/08/2015 BY:

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

Address: McLaren Lodge, 501 Stanyan San Francisco, CA 94117

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of sean.mcfadden@sfgov.org
Sent: Monday, December 08, 2014 4:30 PM
To: McFadden, Sean (REC); L21PSCReview@ifpte21.org; McFadden, Sean (REC);
Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40401 - 14/15

RECEIPT for Union Notification for PSC 40401 - 14/15 more than \$100k

The RECREATION AND PARK COMMISSION -- REC has submitted a request for a Personal Services Contract (PSC) 40401 - 14/15 for \$200,000 for Initial Request services for the period 04/01/2015 □ 04/01/2016. 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/4287> 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)



A Guide to the New ADA-ABA Accessibility Guidelines

On July 23, 2004, the U.S. Access Board, an independent Federal agency, issued updated accessibility guidelines for new or altered facilities covered by Americans with Disabilities Act and the Architectural Barriers Act. These guidelines address a wide range of facilities in the private and public sectors. Presented here is an overview of the new guidelines that also highlights significant changes.

B A C K G R O U N D

The Americans with Disabilities Act (ADA) of 1990

The ADA, a major civil rights law prohibiting discrimination on the basis of disability, establishes design requirements for the construction or alteration of facilities. It covers facilities in the private sector (places of public accommodation and commercial facilities) and the public sector (state and local government facilities). Under the ADA, the Board is responsible for accessibility guidelines covering newly built and altered facilities. In 1991, the Board published the ADA Accessibility Guidelines (ADAAG) which serve as the basis for standards used to enforce the law. The new guidelines overhaul the original ADAAG.

The Architectural Barriers Act (ABA) of 1968

The ABA requires access to facilities designed, built, altered, or leased with Federal funds. Similar to its responsibility under the ADA, the Board maintains guidelines under the ABA which serve as the basis for enforceable standards. The Board has updated its guidelines for ABA facilities jointly with the new ADA guidelines so that a consistent level of access is specified under both laws.

How the New Guidelines Were Developed

The Board develops and updates its guidelines under a process common to most Federal regulations which provides an opportunity for public comment. In order to get input from a cross section of stakeholders at the outset of this update, the Board established an advisory committee to review the original guidelines and to recommend changes. The ADAAG Review Advisory Committee, which consisted of 22 members representing the design and construction industry, the building code community, and people with disabilities, among others, submitted a report to the Board that detailed recommended revisions to the substance, organization, and format of the guidelines. The finalized guidelines are based largely on these recommendations. The Board published the guidelines in proposed form in November, 1999 and made them available for public comment for six months. During the comment period, the Board held public hearings in Los Angeles and the Washington, D.C. area. The Board received over 2,500 public comments on its proposal and finalized the guidelines based on its review of these comments.

Goals of this Update

Key goals of this update include:

- updating specifications so that they continue to meet the needs of persons with disabilities
- improving the format and usability of the guidelines to facilitate compliance

- harmonizing the guidelines with model building codes and industry standards
- making the requirements for ADA and ABA facilities consistent

Harmonization with Model Building Codes and Industry Standards

Through this update, the Board sought to make its guidelines more consistent with model building codes and industry standards in order to make compliance easier. It coordinated extensively with model code groups and standard-setting bodies so that differences could be reconciled. In particular, the Board sought to harmonize the guidelines with the International

Building Code (IBC) and access standards issued through the American National Standards Institute (ANSI). Used by a growing number of states and local jurisdictions, the IBC contains scoping provisions for accessibility. The ANSI A117.1 standard, a voluntary consensus standard, provides technical criteria referenced by the IBC. A number of revisions were made to the guidelines for consistency with these and other model codes and standards. In addition, the Board worked to resolve remaining differences by advocating changes to the IBC and the ANSI A117.1 standard based on the new guidelines.

When will the new guidelines take effect?

The Board's guidelines are not mandatory on the public, but instead serve as the baseline for enforceable standards (which are) maintained by other Federal agencies. In this respect, they are similar to a model building code in that they are not required to be followed except as adopted by an enforcing authority. Under the ADA, the Department of Justice (and in the case of transit facilities, the Department of Transportation) are responsible for enforceable standards based on the Board's guidelines. These agencies will update their ADA standards based on the new guidelines. In doing so, they will indicate when the new standards are to be followed. Several other agencies (the General Services Administration, Department of Defense, Department of Housing and Urban Development, and the U.S. Postal Service) hold a similar responsibility for standards used to enforce the ABA.

Existing Facilities

The ADA and ABA guidelines cover new construction and planned alterations and generally do not apply to existing facilities except where altered. Facilities built or altered according to earlier versions of the ADA or ABA standards will not necessarily have to meet the updated version except where they are subsequently altered or renovated. The Department of Justice, which regulates requirements for existing facilities under the ADA, intends to address coverage of facilities built or altered according to the original ADA standards in its rulemaking to update the standards. It will also address facilities retrofitted under ADA provisions for existing facilities, such as the requirement for barrier removal in places of public accommodation. With respect to ABA facilities, the Board has clarified in the guidelines that facilities built to earlier ABA standards are subject to the new requirements only in relation to planned alterations.

O V E R V I E W

Organization and Format

The updated guidelines feature:

- a new numbering system consistent with model codes
- a more streamlined structure and organization of chapters
- updated scoping and technical provisions, with a greater structural delineation between them
- new figures and commentary (advisory information)
- provision of all figure-based information in written text

A Rule in Three Parts

The Board coordinated its update of the ADA and ABA guidelines into a single rule. The final rule contains updated scoping provisions, which specify what has to be accessible, and technical requirements, which spell out how access is achieved. It contains three parts: a scoping document for ADA facilities (Part I), a scoping document for ABA facilities (Part II), and a common set of technical criteria referenced by both scoping documents (Part III).

Supplements to ADAAG

The Board previously developed supplements to the original ADA guidelines that are specific to different types of facilities and elements:

- state and local government facilities, including courthouses and prisons (1998)
- building elements designed for children's use (1998)
- play areas (2000)
- recreation facilities (2002) These supplements are included in the new guidelines. They have been revised for consistency with the format and approach of the new document, but their substance remains unchanged.

S U M M A R Y

PART I:

ADA

APPLICATION AND SCOPING (CHAPTERS 1 AND 2)

Chapter 1: Application and Administration

The guidelines include general provisions that recognize the purpose of the guidelines (101), specifications for adults and children (102), equivalent facilitation, which permits departures providing equal or greater access (103), conventions (104), referenced standards (105), and definitions (106). These provisions include instructions on applying the guidelines, such as conventions concerning specified dimensions. Throughout the guidelines, the Board has replaced absolute dimensions with specified ranges wherever practicable to facilitate compliance. The guidelines reference several model building codes and industry standards. These include industry standards for powered doors, elevators, platform lifts, and play surfacing and equipment. Requirements for means of egress and fire alarms are addressed through references to the International Building Code (IBC) and the National Fire Alarm Code (NFPA 72). The guidelines reference the most recent editions of these codes and standards.

Chapter 2: Scoping Requirements

Chapter 2 is comprised of provisions that specify which spaces and elements are required to comply. The format and content of the guidelines reinforce the underlying premise that all areas of newly constructed facilities are required to be accessible unless otherwise noted. Consequently, exceptions from the requirements are more thoroughly covered. The new guidelines enhance coverage of employee work areas. The original ADA guidelines specified that work areas be on an accessible route so that persons with disabilities can approach, enter, and exit the space. In addition to this, the new guidelines also require the accessibility of circulation paths within sizable (1000 square feet or more) work areas (203.9). They also address accessible means of egress from work areas and connections for visual alarms. Another notable revision concerns press boxes, which by their elevation and location have posed challenges to access. The new guidelines include an exception for certain press boxes based on their size, elevation, and location (206.2). Other revisions include:

- enhanced scoping for public entrances (206.4), van parking (208), passenger loading zones (209), stairways (210), and telecommunication devices (TTYs) at pay phones for persons with hearing or speech impairments (217);
- new or clarifying provisions covering access to different types of elevators (destination-oriented, limited-use/ limited application or "LULA," and residential elevators) (206), drinking fountains (211), kitchens, kitchenettes, and sinks (212), washing machines and clothes dryers (214), signs (216), dispersed wheelchair seating (221), windows (229), and residential dwelling units (233);
- reduced scoping for unisex toilet rooms located at a single location (half instead of all) (213), and for wheelchair spaces in large assembly areas (221).

PART II:

ABA

APPLICATION AND SCOPING (CHAPTERS F1 AND F2)

Application and scoping requirements for ABA facilities are based on those for ADA facilities to ensure a consistent level of access. There are differences in certain areas which stem from variations between the ADA and ABA statutes. For example, the ABA is broader in its coverage of employee work areas, a difference reflected in the updated guidelines. Exceptions for work areas that limit coverage in the ADA scoping document are not included in the ABA counterpart. Other ABA provisions that differ from the ADA document concern modifications and waivers (F103), definitions (F106), additions (F202.2), leased facilities (F202.6), existing elements (F203), and residential facilities (F234).

PART III:

TECHNICAL REQUIREMENTS (CHAPTERS 3–10)

Part III contains technical chapters referenced by the ADA and ABA scoping documents.

Chapter 3: Building Blocks

Chapter 3 provides criteria for basic elements considered to be the "building blocks" of accessibility as established by the guidelines, including ground and floor surfaces (302), changes in level (303), wheelchair turning space (304), clear floor space (305), knee and toe clearances (306), protruding objects (307), reach ranges (308), and operable parts (309). The guidelines specify reach ranges according to the approach (forward or side). A significant change of this chapter reduces the maximum side reach range from 54 to 48 inches, the height specified for forward reaches. This change, which was recommended by the ADAAG Review Advisory Committee and strongly supported by public comments, includes exceptions for certain elements, such as gas pumps.

Chapter 4: Accessible Routes

All components of accessible routes have been combined into one chapter that covers walking surfaces (403), doors (404), ramps (405), curb ramps (406), elevators (407-409), and platform lifts (410). New specifications are provided that clarify access at recessed doors, ramps (edge protection), and curb ramps (top landings). Provisions for elevators recognize a greater range of designs and dimensions for standard cars and include new technical criteria for other types of elevators: destination-oriented, limited-use/ limited-application, and residential. Provisions for platform lifts have been updated and reference a new industry standard (ASME A18.1). The original guidelines required detectable warnings, a distinctive tactile surfacing, on the surface of curb ramps and other areas to alert people with vision impairments of their approach to streets and drop-offs at boarding platforms. The new guidelines do not include a requirement for detectable warnings at curb ramps or hazardous vehicular areas since the Board is revisiting this issue in a separate rulemaking on

accessible public rights-of-way. (Under the new guidelines detectable warnings are still required along the edges of boarding platforms in transit facilities.)

Chapter 5: General Site and Building Elements

This chapter contains requirements for parking (502), passenger loading zones (503), stairways (504), and handrails (505). Revisions of this chapter include a new provision specific to angled van parking spaces and revamped specifications for handrails that will permit a greater range of designs and shapes.

Chapter 6: Plumbing Elements and Facilities

Specifications for plumbed fixtures address drinking fountains (602), toilet and bathrooms (603), water closets and compartments (604), urinals (605), lavatories and sinks (606), bathtubs (607), showers (608), grab bars (609), tub and shower seats (610), washing machines and clothes dryers (611), and saunas and steam rooms (612). Some provisions have been revised to help improve compliance as well as access. For example, an absolute dimension for the centerline placement of toilets (18") has been replaced with a range (16" – 18"). To improve access and allow side transfers at toilets, lavatories are no longer permitted to overlap the required clear space aside toilets. Other changes of this chapter concern drinking fountains (side approach access is no longer permitted at wheelchair accessible units), shower compartments (specifications for water temperature, spray units, and curbs), and new criteria for washing machines and clothes dryers.

Chapter 7: Communication Elements and Features

This chapter provides technical criteria for communication elements such as fire alarms (702), signs (703), telephones (704), detectable warnings (705), assistive listening systems (706), ATMs and fare machines (707), and two-way communication systems (708). Substantive changes include:

- addressing technical criteria for fire alarms through the National Fire Alarm Code (NFPA 72), which effectively overhauls specifications for visual alarms in a manner that will facilitate compliance while enhancing design and installation options
- revamped specifications for signs
- new specifications for the capabilities and sound quality of assistive listening systems that derive from Board-sponsored research
- improved access at ATMs and fare machines for persons with vision impairments through detailed criteria for audible output and tactile markings
- revised specifications for detectable warnings to allow a greater range of designs and products

Chapter 8: Special Rooms, Spaces, and Elements

Various types of occupancies and spaces are addressed in Chapter 8. These include: assembly areas (802), dressing, fitting, and locker rooms (803), kitchens and kitchenettes (804), medical care facilities (805), transient lodging (806), holding and housing cells (807), courtrooms (808), residential dwelling units (809), transportation facilities (810), and storage (811). The new guidelines are structured to make provisions for certain types of facilities or spaces more integral to the document as a whole. Some provisions specific to these facilities that cover elements also addressed for facilities generally are located in other chapters. For example, Chapter 6 (Plumbing Elements and Facilities) includes provisions specific to toilet and bathing facilities in residential dwelling units.

The requirements found in Chapter 8 were reorganized to clarify the application of requirements for certain types of spaces without respect to the overall occupancy. For example, specifications for kitchens and kitchenettes apply whether such spaces are located in a hotel guest room, a dwelling unit, or an employee break room. This differs from the original guidelines which addressed kitchens and kitchenettes only in relation to transient lodging facilities and, in the case of the ABA guidelines, dwelling units.

Chapter 9: Built-In Furnishings and Equipment

Chapter 9 covers built-in furnishings and equipment and provides specifications for dining and work surfaces (902), benches (903), and sales and service counters, including check-out aisles (904). The guidelines provide revised specifications for benches which include revised criteria for back support.

Chapter 10: Recreation Facilities and Play Areas

Technical provisions for various types of recreation facilities, including play areas the Board developed previously as supplements to the original ADA guidelines are located in Chapter 10. They have been integrated into the new guidelines without substantive change. Requirements are provided for amusement rides (1002), recreational boating facilities (1003), exercise machines (1004), fishing piers and platforms (1005), golf facilities (1006), miniature golf facilities (1007), play areas (1008), swimming pools, wading pools, and spas (1009), and shooting facilities with firing positions (1010).

R E S O U R C E S

Copies of the new ADA and ABA accessibility guidelines, as well as technical assistance and training on them, is available from the Access Board. The Board also enforces design requirements of the ABA which apply to federally funded facilities.

U.S. Access Board

(800) 872-2253 (voice) (800) 993-2822 (TTY) www.access-board.gov E-mail: pubs@access-board.gov (publication orders) ta@access-board.gov (technical assistance) training@access-board.gov (training) enforce@access-board.gov (ABA enforcement) Questions about the enforcement of the ADA's design requirements or the update of ADA standards based on the Board's new guidelines should be directed to the U.S. Department of Justice or, in the case of public transit facilities, the U.S. Department of Transportation.

U.S. Department of Justice Federal Transit Administration

(800) 514-0301 (voice) (800) 514-0383 (TTY) (888) 446-4511 (voice/relay) www.ada.gov www.fta.dot.gov

J u l y 2 0 0 4

U N I T E D S T A T E S A C C E S S B O A R D

A FEDERAL AGENCY COMMITTED TO ACCESSIBLE DESIGN

- 1 3 3 1 F Street, N . W . Suite 1 0 0 0
Washington, D C 2 0 0 0 4 - 1 1 1 1 8 0 0 8 7 2 -
2 2 5 3 (v)
- 8 0 0 9 9 3 - 2 8 2 2 (T T Y)
- Fax: 2 0 2 2 7 2 - 0 0 8 1 www.access-board.gov
- e-mail: info@access-board.gov

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4027-10/11)

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

Type of Service: Voice and Data Communications & Network Infrastructure

Funding Source: Public, Bond, Grant, Lease

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

PSC Original Approved Duration: 12/12/10 - 08/31/16 (5 years 37 w

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

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$1,000,000

PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$4,000,000

PSC Cumulative Duration Proposed: 5 years 37 weeks

1. Description of Work

A. Scope of Work:

Contractor will assist the Department of Technology (DT) with cable pulling services and installation, testing and termination of voice, data and network infrastructure services to City Departments as directed by the DT. Contractor will provide tools, including cable installaiton and testing tools, computers, communications equipment, non-specialized vehicles such as pick-up trucks or vans. Contractor may also be required to provide parking arrangements, and all other work-related necessities to complete the scope of work defined herein. Contractor must provide prompt and accurate estimates to the DT on lead times needed for each project. Contractor must also include any information on special circumstances that will increase or decrease the necessary lead time (e.g., job sizes that reuiqre more lead time or job types that require more lead time). The Contractor will follow job acceptance and certification procedures as provided in the final Scope of Work. Contractor will also submit written reports as requested based on deliverable acceptance criteria that will be stated in the final Contract.

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

Cabling contractors are needed because the Department of Technology's network infrastructure and wiring workload varies and can exceed the capacity of the existing City Cabling crew. The Department of Technology uses a contractor on an as-needed basis for these Services by issuing a Task Order detailing the scope of work to be done on a specific project. If this request is denied, vital City departments may experience significant delays in getting routine voice and data projects completed. These services are necessary to improve and support the City's voice and data network infrastructure objectives.

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

Yes, services have been provided by the current vendor-MR WIRE

D. Will the contract(s) be renewed? Yes. 3 year term with 2 one-year options to renew.

2. Union Notification: On 01/06/15, the Department notified the following employee organizations of this PSC/RFP request: Electrical Workers, Local 6;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4027-10/11

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/02/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The Required skills and/or experience include: Certification in the installation of Category 3 wire, Category 5 wire, Category 6 wire, Category 6E wire, fiber optic cabling and Avaya 2071/Gigaspeed Systemax products. Experience in the installation of coaxial cabling for video applications and data applications such as IBM Shielded Twisted Pair and IBM 3270. Working familiarity with cabling protocols such as Ethernet, fast Ethernet, 10 base T and 568A and 568B.

B. Which, if any, civil service class(es) normally perform(s) this work?
7308,7432,

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

Yes, contractor will provide the necessary equipment to successfully perform the scope of work required, including, but not limited to pickup trucks, cable and testing tools, computers, communications equipment, and all other work-related necessities.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The Services requested are needed to augment the Department of Technology's resources when demand for these types of Services increase.

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

No. The Department of Technology has determined that they need the additional Contractor resources to augment current staffing levels. These Services have previously been provided by a third party and previously approved by the City.

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? Yes, services have been provided by the current vendor-MR WIRE | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 01/06/15 BY:

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

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

Receipt of Union Notification(s)

Gines, Jolie

From: Kevin Hughes <khughes@ibew6.org>
Sent: Tuesday, January 06, 2015 1:41 PM
To: Gines, Jolie
Cc: John, Joseph (TIS); Niesen, Skip (TIS); Benvenuti, Elaine (TIS); Choi, Suzanne (HRD); DHR-PSCCoordinator, DHR (HRD)
Subject: RE: Receipt of Modification Request to PSC # 4027-10/11 - MODIFICATIONS

Hi Jolie,

Happy New Year to you too! Hope things are going well for you. No questions regarding the below referenced. I've already waived the 30 day waiting period on the DHR website.

Best Regards,

Kevin Hughes
Assistant Business Manager
khughes@ibew6.org
W: 415-861-5752
F: 415-861-0734

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

From: Gines, Jolie [<mailto:jolie.gines@sfgov.org>]
Sent: Tuesday, January 06, 2015 12:38 PM
To: Kevin Hughes
Cc: John, Joseph (TIS); Niesen, Skip (TIS); Benvenuti, Elaine (TIS); Choi, Suzanne (HRD); DHR-PSCCoordinator, DHR (HRD)
Subject: FW: Receipt of Modification Request to PSC # 4027-10/11 - MODIFICATIONS

Hi Kevin,

Happy New Year and I hope all is well with you.

Please advise if you have any questions regarding DT's request to increase the MR Wire agreement an additional \$1,000,000 for a total contract amount of \$4,000,000 to December 12, 2015.

Thank You,
Jolie

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

415 581 3974
415 581 3970 FAX

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

From: dhr-psccordinator@sfgov.org [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of kendall.gary@sfgov.org

Sent: Tuesday, January 06, 2015 12:21 PM

To: Gines, Jolie; khughes@ibew6.org; Gines, Jolie; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)

Subject: Receipt of Modification Request to PSC # 4027-10/11 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a modification request for a Personal Services Contract (PSC) for \$1,000,000 for services for the period January 6, 2015 -- December 31, 2015. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/4384>

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

Additional Attachment(s)

Explanation for Duration 5 years or more

For

PSC 4027-10/11 Mod 2

For all PSCs if the duration requested is 5 years or more, an explanation is required- historical PSC required:

The Contract had a term of four years with two additional one year term, at the City's sole discretion, to renew the agreement. The City's mission to extend public Wi-Fi along Market Street and the City's Parks required that the Department of Technology had the resources available to successfully complete this project.

Past Approval

for

PSC 4027-10/11 Mod 2

1. PSC 4027-10/11 Mod1
2. PSC 4027-10/11 Initial



Marc Touitou
CIO, City and County of San Francisco
Director, DT

Telephone: (415) 581-4001

MEMORANDUM

DATE: August 19, 2013
TO: Leorah Dang, PSC Analyst
Department of Human Resources (Dept. 33)
FROM: Kendall Gary, PSC Coordinator *KG 8/21/13*
Department of Technology (Dept. #75)
RE: Request for Administrative Approval of PSC Modification (less than 50%)

| | | | |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------|
| PSC No: | <u>4027-10/11</u> | Approval Date: | <u>September 20, 2010</u> |
| Description of Service(s): | <i>Contractor will assist DT cabling staff during peak periods of cabling projects. Contractor will perform basic telecommunications cabling work for different installation types. Work requires termination, labeling, testing and pulling cables including necessary prep and clean up.</i> | | |
| Original Approved Amount: | <u>\$2,000,000</u> | Original Approved Duration: | <u>September 1, 2010-August 31, 2016</u> |
| Modification Amount: | <u>\$1,000,000</u> | Modification of Duration: | <u>none</u> |
| Total Amount as Modified: | <u>\$3,000,000</u> | Total Duration as Modified: | <u>September 1, 2010-August 31, 2016</u> |

Reason for the modification:

Unforeseen City projects have infringed on this agreement requiring DT to increase the amount of the contract, so planned projects can be completed as scheduled.

Attachment: Copy of Approved PSC Summary

.....
FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: 9/10/2013

By: *[Signature]*
Micki Callahan, Human Resources Director

LEORAH-DHR

SEP 5 2013
rec



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

GAVIN NEWSOM
MAYOR

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PRESIDENT

DONALD A. CASPER
VICE PRESIDENT

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COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

September 9, 2010

NOTICE OF CIVIL SERVICE COMMISSION MEETING

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4026-10/11;
4097-08/09 AND 4027-10/11.**

The above matter will be considered by the Civil Service Commission at a meeting to be held on September 20, 2010 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

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

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

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Parveen Boparai, Municipal Transportation Agency
- Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Kendall Gary, Department of Technology
- Cynthia Hamada, Municipal Transportation Agency
- Shamica Jackson, Public Utilities Commission
- Florence Kyaun, Public Utilities Commission
- Commission File
- Commissioners' Binder
- Chron

Omit Posting Report

9/20/2010

PROPOSED PERSONAL SERVICES CONTRACTS

| Dept No | RSC No | Dept Description | Approval Type | Contract Amount | Description of Work | Duration |
|---------|------------|---------------------------------|---------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 35 | 4026-10/11 | Municipal Transportation Agency | Regular | \$155,000 | The consultant will provide anti-terrorism training to approximately 3,000 transit "First Responders" who are the frontline and/or service-critical employees at SFMTA that operates on a 24-hour, 7-days per week schedule. Attendees will learn how to recognize, report, and react to potentially dangerous activity and behavior that might occur within their work environment. The training will include lecture, audio-visual resources, printed material, and simulated events/examples. The class is titled, "Terrorist Activity Recognition and Reaction." | 6/30/2011 |
| 40 | 4097-08/09 | Public Utilities Commission | Regular | \$1,400,000 | SFPUC has partnered with a utility company to market and process regional water and energy washing machine rebate program. The program includes over 30 Bay Area water agencies and continued to build on a highly successful, grant funded regional partnership a utility company. For the first time, the partners are collaborating with a utility company to offer customers a joint rebate in order to streamline the process for the customer and in order to capitalize on the joint marketing capacities of the water and energy utilities. The contract is being modified to accommodate the increased demand for the program. | 6/30/2012 |
| 75 | 4027-10/11 | Dept of Technology | Regular | \$2,000,000 | Contractor will assist DT cabling staff during peak periods of cabling projects. Contractor will perform basic telecommunications cabling work for different installation types. Work requires pulling cable termination, labeling, testing and necessary prep and clean up. | 6/31/2016 |

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PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 17, 2010

DEPARTMENT NAME: Department of Technology DEPARTMENT NUMBER 75

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

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

TYPE OF SERVICE: Telephone and Data Cabling

FUNDING SOURCE: Interdepartmental work order

PSC AMOUNT: \$2,000,000 PSC DURATION: September 1, 2010-August 31, 2016

1. DESCRIPTION OF WORK

- A. Concise description of proposed work: Contractor will assist DT cabling staff during peak periods of cabling projects. Contractor will perform basic telecommunications cabling work for different installation types. Work requires pulling cable termination, labeling, testing and necessary prep and clean up.
B. Explain why this service is necessary and the consequences of denial: Cabling contractors are needed because DT's wiring workload varies and can exceed the capacity of existing City Cabling crew. DT uses a contractor on an as-needed basis only during its high workload. If this request is denied vital City departments can experience significant delays in getting routine voice and data projects completed.
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):

RECEIVED BY DEPARTMENT OF HUMAN RESOURCES JUL 19 9 AM 2010 Will the contract(s) be renewed: Yes

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

Local 21 415 864 2166 Union Name Signature of person mailing/faxing form Date 8-18-10
SEIU 415 431 6241 Union Name Signature of person mailing/faxing form Date 8-18-10
IBEW6 415 8610734 Union Name Signature of person mailing/faxing form Date 8-18-10
RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

VIL SERVICE COMMISSION ACTION:

