



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: February 27, 2015

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director

From: Taranaeh Moayed, PUC
Joan Lubamersky, ADM
Mary Hom, CON
Taras Madison, DBI
Sung Kim, DPW
Rachel Buerkle, ENV

Subject: **Personal Services Contracts Approval Request**

This report contains eight (8) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on 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
\$4,067,962	\$44,702,169	\$863,954,926

Taraneh Moayed
Public Utilities Commission
525 Golden Gate Ave., 5th Floor
San Francisco, CA 94102
(415)551-4377

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

Mary Hom
Controller
City Hall Room 306
San Francisco, CA 94102
415-554-7536

Taras Madison
Department of Building Inspection
1660 Mission ST, 6th Floor
San Francisco, CA 94103
415-558-6239

Sung Kim
Department of Public Works
1155 Market Street, 4th Floor
San Francisco, CA 94103
(415) 554-6417

Rachel Buerkle
Environment
1455 Market ST., #1200
San Francisco, CA 94103
415-355-3704

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

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POSTING FOR

March 16, 2015

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

2015-03-16

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
41041 - 14/15	PUBLIC UTILITIES COMMISSION	\$152,962.00	Contractor shall implement the licensed StrEAM+ software solution to add APM (Asset Performance Management) capabilities to SFPUC's EAM system, IBM Maximo. Contractor's strEAM+ software will be used to provide comprehensive support for SFPUC on the development of maintenance and asset management strategies as well as asset risk mitigation following RCM principles (including RCM II; SFPUC's preferred method). For details, see Section 1.7 of "Appendix A-1 - Pilot Services" and Section 1.7 of "Appendix A-2 - Full Implementation Services".	May 1, 2015	May 1, 2016
41426 - 14/15	PUBLIC UTILITIES COMMISSION	\$566,000.00	Aclara shall provide qualified personnel for specialized technical professional services (collectively and herein referred to as "Covered Services") to support the following services and tasks, to the extent that they are not currently covered by CS-936A (including the CS-936A 5-Year DCU Warranty and the CS-936A 20-year MTU Warranty), CS-936B, CS-936C, and/or the general product support services provide by Aclara in connection with a new system procurement. For details, see Section II(A), II (B), II(C) and II(D) of document entitled "BPUC15000058 Appendix A - Services to be provided by Contractor"	May 1, 2015	May 1, 2020
43728 - 14/15	GENERAL SERVICES AGENCY - CITY ADMIN	\$145,000.00	The contractor will use propriety software to provide and maintain and end-to-end web-based management system and subscription based platform for up to 750 users which will include staff members of the Arts Commission and Grants for the Arts as well as staff members from grant applicant organizations and individual artists	May 1, 2015	April 15, 2020
42017 - 14/15	GENERAL SERVICES AGENCY - CITY ADMIN	\$300,000.00	Strategic Planning For Relocation Assistance Including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal Relocation Law; claim administration and recommendations; determination of eligibility for relocation benefits under applicable laws and guidelines; advisory assistance to those who are displaced; timely preparation and distribution of notices to vacate and other notices as required; provide both business and residential relocation services as necessary.	February 1, 2015	January 31, 2019

TOTAL AMOUNT \$1,163,962

2/26/2015

Posting For March 16, 2015

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2015-03-16

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
3101 12/13 - MODIFICATIONS	March 16, 2015	CONTROLLER -- CON	\$204,000	\$300,000	Provide online and automated phone information systems to enable City employees to access payroll statements and payroll information through a website or phone.	07/01/2015	09/30/2019	REGULAR
4037 - 09/10 - MODIFICATIONS	March 16, 2015	DEPARTMENT OF BUILDING INSPECTION -- DBI	\$2,000,000	\$8,300,000	Install, configure, customize, test, and train City staff on the design, configuration, implementation, maintenance, and operation of a new proprietary Permit and Project Tracking System (PPTS). The PPTS is a commercial off-the-shelf product that will give City departments the capability to process and track all construction permits and project transactions seamlessly across departments. PPTS will replace legacy systems used by the Department of Building Inspection (DBI) and the Department City Planning (DCP). Ultimately it can be used by other City departments and greatly improves customer services. It will enhance data accuracy and ensure performance accountability while reducing processing times. The total cost of the project implementation phase is estimated at \$10M, of which \$4.2M is for professional services, including \$500K for specialized equipment installation, \$1.7M for specialized support and maintenance of software, and \$2M for software implementation and training.	01/01/2010	12/31/2016	REGULAR
4120-05/06 - MODIFICATIONS	March 16, 2015	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$0	\$7,349,000	Services are for financial consulting in facilities acquisition in conjunction with Mission Bay Development-Community Facilities Districts Nos. 4 & 6 (CFD #4 & #6). The consultant's principal responsibilities will be to advise the Department of Public Works (DPW) on the interpretation of existing agreements with Developer, the determination of reimbursable expenses, the settling of cost allocation and acquisition reimbursement protocols	05/15/2015	05/14/2020	REGULAR
4077-10/11 - MODIFICATIONS	March 16, 2015	ENVIRONMENT -- ENV	\$700,000	\$1,400,000	Administer all aspects of pre-tax employee benefit program, including participant enrollment through web-based database interface, distribution of transit fare media, customer service, account management, payroll interface and reconciliation, and reporting.	07/01/2015	06/30/2020	REGULAR

TOTAL AMOUNT \$2,904,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Professional Services

Funding Source: Non general Fund PSC Duration: 1 year 1 day
PSC Amount: \$152,962 PSC Est. Start Date: 05/01/2015 PSC Est. End Date: 05/01/2016

1. Description of Work

A. Scope of Work:

Contractor shall implement the licensed StrEAM software solution to add APM (Asset Performance Management) capabilities to SFPUC's EAM system, IBM Maximo. Contractor's strEAM software will be used to provide comprehensive support for SFPUC on the development of maintenance and asset management strategies as well as asset risk mitigation following RCM principles (including RCM II; SFPUC's preferred method). For details, see Section 1.7 of "Appendix A-1 - Pilot Services" and Section 1.7 of "Appendix A-2 - Full Implementation Services".

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

Without this Reliability Centered Maintenance (RCM) software and related services, PUC Waste Water Enterprise (WWE) maintenance cannot move forward with our RCM Program. This will leave our maintenance program in a reactionary operating mode, instead of moving towards a proactive mode, leaving us with extensive work order backlogs and forcing us to continually defer preventive maintenance on PUC WWE assets.

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.

NA

D. Will the contract(s) be renewed? The annual software maintenance may be renewed.

2. Union Notification: On 02/10/2015, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41041 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 03/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

StrEAM software is a proprietary software of Maxgrip and, as such, only Maxgrip has access to the source code or technical information required to provide the licenses, annual maintenance, services and training now required.

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

none,

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

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

StrEAM software is a proprietary software of Maxgrip and, as such, only Maxgrip has access to the source code or technical information required to provide the licenses, annual maintenance, services and training now required.

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

No. StrEAM software is a proprietary software of Maxgrip and, as such, only Maxgrip has access to the source code or technical information required to provide the licenses, annual maintenance, services and training now required.

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? See document entitled Training.	<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 02/19/2015 BY:

Name: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sfwater.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of tmoayed@sfgwater.org
To: Moayed, Taraneh; Lopez, Ricardo; Basconillo, Kathy; Sandeep.lal@seiu1021.net; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gall@sfflocal798.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; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; iduritz@uapd.com; staff@simea.com; mike@dc16.us; khughes@lbew5.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@simea.com; ecdemvoter@aol.com; tiva.thlang@seiu1021.org; Moayed, Taraneh; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 41041 - 14/15
Date: Tuesday, February 10, 2015 12:26:04 PM

RECEIPT for Union Notification for PSC 41041 - 14/15 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41041 - 14/15 for \$152,962 for Initial Request services for the period 05/01/2015 -- 05/01/2016. 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/4506> 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 41041-14/15

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PSC 41041-14/15

For all PSCs if the duration requested is 5 years or more, an explanation is required- historical PSC required:

The initial implementation (professional services) phase of this contract will be completed within 12 months of contract start date. However, contract is for five years to account for annual software maintenance (a commodity) which begins 12 months after software licenses are procured.

PSC 41041-14/15

Appendix A-1 - Pilot Services



MaxGrip Americas Inc.

2100 West Loop South
Suite 904
Houston
77027 Texas

San Francisco Public Utilities Commission
Wastewater Enterprises
750 Phelps Street
San Francisco
CA 94124-2161
Attn: Mr. José Corrales and Mr. Christian A. Losno

Our reference Date
OF2014.050 January 6th 2015

Subject: Pilot project RCM using the StrEAM+ solution on the Maximo EAM System

Dear Mr. Corrales and Mr. Losno,

With reference to our meeting dated June 28th 2013 and the subsequent meetings and correspondence we are pleased to present this proposal for the RCM pilot at your waste water treatment plant using our StrEAM+ solution in combination with IBM's Maximo. This project will showcase MaxGrip's Asset Performance Management Solution StrEAM+ applied on SFPUC's assets.

In the attached revised quotation you will find a detailed overview of our proposed solution and a checklist for the acceptance of the deliverables of the Pilot project.

We trust to have made you a suitable proposal and are looking forward to receiving your written confirmation. Should any questions or remarks come up, please do not hesitate to ask us.

Kind regards,

Arend Zweekhorst
EAM Partner Manager
832 776 9330



MaxGrip Americas Inc.

2100 West Loop South
Suite 904
Houston
77027 Texas

By : Arend Zweekhorst
Subject : Pilot project RCM using the StrEAM+ solution on the Maximo EAM System.
Quotation-number : OF2014.050
Date : December 19th 2014
Contact : Mr. José Corrales



Optimizer

MaxGrip BV is a worldwide active consultancy agency supporting several multinational companies in the area of Asset Performance Management. Amongst others, we do this by offering our EAM solution Optimizer+, StrEAM+ and project based or temporary higher (technical) Management.

1.1 Problem definition

SFPUC has the intention to implement a full roll-out of StrEAM+ throughout their asset base in close cooperation with the EAM system, IBM's Maximo. This project will showcase MaxGrip's Asset Performance Management Solution StrEAM+ applied on SFPUC's assets using the IT infrastructure of SFPUC.

MaxGrip's strEAM+ solution will take into account the approach of SFPUC on RCM using RCM II, thereby enabling MaxGrip to deliver an optimized and comprehensive support for SFPUC on the development of Maintenance- and Asset Management strategies as well as Asset Risk Mitigation, -Management.

1.2 Goals and objectives

- To create an effective and efficient method to design and optimize a maintenance plan or strategy for the entire plant based upon the RCM methodology meeting key business objectives of SFPUC.
- Investigate if and how the results of this project could be adopted for other SFPUC business units such as: Drinking Water, Industry Water and Power Generation.
- To provide a Business Case and draft implementation plan for the roll out and implementation of RCM for Maximo based on MaxGrip's strEAM+.

1.3 Assignment

This project will be performed at the San Francisco Southeast Waste Water Treatment plant of SFPUC using the Failure Modes Effects and Criticality Analysis (FMECA) and Reliability Centered Maintenance (RCM) Methodology. It will examine the failure of your set of equipment (and based on an initial Quick FMECA on the level of systems) and describes the effects on the company's objectives. Special attention will be given to defining the Risk Matrices in light of the corporate objectives specifically for Waste Water Treatment organizations. The SFPUC personnel will be trained and guided to execute the FMECA/RCM analysis and using the strEAM+ solution.

The following activities will be performed by a Maintenance Consultant of MaxGrip:



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Suite 904
Houston
77027 Texas

- Guide the SFPUC personnel on how to organize and expand the asset structure based on existing information into the library of StrEAM+;
- Training for FMECA studies based upon the data of the built (wastewater) library in strEAM+;
- Consultation with the organization on maintenance management;
- Training on maintenance engineering, maintenance management and usage of StrEAM+;
- Reporting of the findings and results, and monitoring on the team's progress.

The outcome of this pilot project is heavily depending on the quantity, quality and availability of data. The system or equipment which will be selected for the pilot must be representative for the SF PUC Assets. This selection needs to be provided by SF PUC in order to build up a decent asset tree. MaxGrip proposes to build the asset tree for this pilot project during the training with SF PUC personnel.

1.4 Scope

This project will include a Business Case study and initial set up of a plan of approach for the continuation of this project and implementation of the solution across all the operational assets in the Waste water treatment plant of SFPUC in San Francisco.

1.5 Presentation

The following results will be presented to SFPUC at the end of the pilot project:

- The personnel will be able to set up Maintenance plans based upon risk (Failure Modes Effects and Criticality Analysis/Reliability Centered Maintenance) using strEAM+;
- The personnel will be able to create a list with one-time modifications on the Asset Management strategies such as failure-, condition- or time based maintenance based upon risk (FMECA/RCM), in order to either cut costs of ineffective maintenance or resolve compliance issues using strEAM+;
- Adaption of the preventive maintenance actions with the frequency/intervals of every action based on libraries in strEAM+. This will be the result of the FMECA analysis by the SFPUC personnel guided by the MaxGrip consultant;
- Description in headlines of which predictive, corrective and preventive maintenance tasks have to be performed, which inspection methods are applied and how the data should be interpreted. This based on and to the level of detail as described under the previous bullets in this clause. Task and failure mode descriptions are available in the libraries.

1.6 Results

SFPUC will have a better understanding of the functionalities of strEAM+ and the impact of maintenance decisions taken on company's objectives. The results will be measured and assessed based on the following check list acceptance Pilot deliverables.



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 Suite 904
 Houston
 77027 Texas

1.7 Deliverables and checklist

Following items will be on the checklist for Pilot acceptance of deliverables:

1.7.1 Installation and configuration of the software required for the pilot in Test environment

TASK Description	Installation and configuration
Meeting to coordinate with IT	
Installation of strEAM+ software	16.0
1.7.1 TOTAL HOURS	16.0

Deliverables: strEAM+ properly installed and configured ready to be used on the RCM Pilot.

1.7.2 Make a representative selection of the Assets/System that will be part of the Pilot Project. (4.0 hrs.)

TASK Description	Estimated Task Duration
Meeting to review possible assets	2.0
Meeting to finalize selected assets	2.0
1.7.2 TOTAL HOURS	4.0

Deliverables: List of Assets from Maxgrip to WWE PM with identified assets for Pilot Project.

1.7.3 Select participants for the Pilot Project Group. (4.0 hrs.)

TASK Description	Estimated Task Duration
Discuss candidates for Pilot Group (Meeting)	1.0
Meeting to finalize selected Pilot members	1.0
Prep Time used by Maxgrip for Kickoff	1.0
Conduct Kickoff Presentation to Pilot Group	1.0
1.7.3 TOTAL HOURS	4.0

Deliverables: Comprehensive List of Pilot Project Group members in Electronic Format agreed upon by both Maxgrip and WWE PM and conduct Kickoff Meeting.

1.7.4 Train the participants of the Pilot Project Group in both RCM and strEAM+ (RCM for Maximo). Installed on our DEV environment. Training will take place with Pilot on Dev Environment. (56.0 hrs.)

Approximated Pilot Participants: 8 maintenance Planers, 3 Stationary Engineers, 3 Senior Stationary Engineers 1 Engineer Liaison.
 Training will be provided in a lab environment and hands on more individualized training.



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 77027 Texas

There will be power users using strEAM+ to do the RCM analysis and end users with reading rights only.

TASK Description	Estimated Task Duration
2 day training basics on RCM/strEAM on site	16.0
Hands on Labs working on Actual Pilot	16.0
Question and Answer Sessions	8.0
Practice Sessions	8.0
Preparation time	8.0
1.7.4 TOTAL HOURS	56.0

Deliverables: Training Time, Prep Time, Training Material – hard copy/electronic.

- 1.7.5 Assessment of the SF PUC specific Risk Matrix that will be used for the Pilot. Input will be the SFPUC understanding of their required Service Levels and the MaxGrip best practices and experience in wastewater. (8.0 hrs)

TASK Description	Estimated Task Duration
Conduct workshops with key Stakeholders to create Risk Matrix.	8.0
1.7.5 TOTAL HOURS	8.0

Deliverables: Risk Matrix (Safety, Operational, Environmental, Economical driven by Level of Service Goals) and thresholds, uniform across all assets. Find one generic risk matrix that can apply to all assets so we can adopt one policy for handling all assets.

- 1.7.6 The use and application of the Waste Water specific strEAM+ libraries and customization for SFPUC. (8.0) hrs

Importing Library: identify library templates which will be applied to Pilot assets
 Analyze importing all templates vs. necessary templates for Pilot
 The above will be focused on identified Pilot asset pool of approximately 100 assets. Library works with Assets only so may need to adjust to have library apply to Operating Location Codes also.

TASK Description	Estimated Task Duration
Waste Water specific libraries set up.	8.0
1.7.6 TOTAL HOURS	8.0

Deliverables: Library created in strEAM for use in RCM (Reliability Centered Maintenance) FMECA (Failure Mode Effects and Criticality Analysis).



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 Suite 904
 Houston
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- 1.7.7 Identify Safety Critical Equipment (SCE's) and Equipment that is mission critical against the other Business Objectives or Service Levels using the (Q)FMECA method. Define measures to mitigate Asset related Risk for these SCE's. (16.0 hrs)

TASK Description	Estimated Task Duration
Identify Critical Assets and define RCM Maintenance Strategy.	16.0
1.7.7 TOTAL HOURS	16.0

Deliverables: Take approximately 100 Assets possibly from Booster Pump Station and identify Equipment Criticality using RCM methodology. Will this be done in a workshop, meeting format. With selected participants as decided by 1.7.2.

- 1.7.8 Identify unnecessary Maintenance tasks and PM schedules using the reports functionalities within strEAM+. Cost savings. (8.0 hrs)

Creation of a list of critical and non-critical assets – conduct a PM Analysis – why is PM there? Why are we doing it?

At this point the RCM risk analysis will be completed and this will be the driver for determining the PM's effectiveness on these assets and how we are conducting PMs. Are these PMs effective, need to be modified, changed, adjusted, or deleted?

TASK Description	Estimated Task Duration
Conduct a PM Analysis to identify unnecessary Maintenance tasks and PM schedules.	8.0
1.7.8 TOTAL HOURS	8.0

Deliverables: strEAM+ list of Critical and Non-Critical assets. Cost savings document presenting results into the Business Case.

- 1.7.9 Identify Assets that are Critical with no PM or other Maintenance defined. Compliance issues (8.0 hrs)

TASK Description	Estimated Task Duration
Identify Critical Assets with no PMs	8.0
1.7.9 TOTAL HOURS	8.0

Deliverables: Creation of new required PMs or other maintenance strategies (with WWE) to address the new Critical Assets. Deliver a cost savings document/report revealing how much we would save to incorporate PM on Critical Assets into the Business Case.



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 Suite 904
 Houston
 77027 Texas

- 1.7.10 Assess the SFPUC requirements to configure the strEAM+(RCM for Maximo) Start Center. (8.0 hrs)

Meet with Stakeholders and create a customized strEAM+ Start Center displaying required matrix requirements, KPI's and other information not provided by default.

TASK Description	Estimated Task Duration
Create a customized WWE strEAM+ Start Center.	8.0
1.7.10 TOTAL HOURS	8.0

Deliverables: WWE strEAM+ Start Center completed based on meeting results with Stakeholders.

- 1.7.11 Assessment of the strEAM+(RCM for Maximo) module working smoothly and conveniently with Maximo. (8.0 hrs) – Everything will be done in DEV environment during Pilot.

TASK Description	Estimated Task Duration
On site testing before training	2.0
Issue gathering during pilot	3.0
Determine issue category (MoSCoW method) with a select group	3.0
1.7.10 TOTAL HOURS	8.0

Deliverables: Based on on-site testing and the use of strEAM+ during the pilot a list of issues (categorized according MoSCoW method) will be delivered.

- 1.7.12 Assessment of any challenges for the roll out and implementation of strEAM+(RCM for Maximo). Like interference of other integrated systems, use of fields, screens and report for conflicting purposes and functionalities. Custom configuration and assessment of tools, process and people to determine challenges to roll out a live production strEAM+ implementation. (8.0 hrs.)

TASK Description	Estimated Task Duration
Assessment of challenges for a full strEAM+ implementation.	8.0
1.7.12 TOTAL HOURS	8.0

Deliverables: Document with the finalized analysis of challenges that need to be addressed for going Live and using Stream on a long-term basis

- 1.7.13 Set up the draft step-by-step Plan of Approach for the roll out of strEAM+(RCM for Maximo) including a business case with cost benefits analyses (based on the results and potential



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2100 West Loop South
Suite 904
Houston
77027 Texas

improvements for the representative selection of the Assets/System that will be part of the Pilot Project). (8.0 hrs)

TASK Description	Estimated Task Duration
Draft step-by-step Plan of Approach for the roll out of strEAM+.	8.0
1.7.13 TOTAL HOURS	8.0

Deliverables:

- Flow chart in Visio of a step by step approach to use during later presentations.
- Business Case ROI document revealing cost savings, and other relevant information to present to management.
- Please provide all deliverables in electronic format to be used solely by the WWE SFPUC for presentations at a later date.
- Presentation for Management – Power Point

1.7.14 Define Business Case with Cost Benefit analyses for the implementation of strEAM+(RCM for Maximo). Review Pilot results with Stakeholder Group and WWE PM for approval. (8.0 hrs)

TASK Description	Estimated Task Duration
Define and present Business Case.	8.0
1.7.14 TOTAL HOURS	8.0

Deliverables: Final presentation in MS Power Point Format and electronic printable document along with any necessary live demos.

The items in this paragraph 1.7 will be included in the Pilot project acceptance protocol and checked off by both parties.

1.8 Procedure

The MaxGrip consultant will work and coach the maintenance specialists within SFPUC. The project manager (MaxGrip) role is to be in close cooperation with MaxGrip consultants and monitor the progress of the project and provide weekly reports to SFPUC.



MaxGrip Americas Inc.
 2100 West Loop South
 Suite 904
 Houston
 77027 Texas

1.9 Investment

The following estimation of cost and time for this project is based from MaxGrip's experience and expertise in the industry. SFPUC will be duly informed of any additional time or resources required.

Professional Services					Not to Exceed Amount
Deliverable	Description	Est. #Hrs.	daily rate \$/Hr	Total	
1.7.1	Installation and configuration SW	16	\$ 200.00	\$ 3,200.00	
1.7.2	Select Assets/System for Pilot.	4	\$ 200.00	\$ 800.00	
1.7.3	Select Pilot Project Group.	4	\$ 200.00	\$ 800.00	
1.7.4	Train the participants of the Pilot	56	\$ 200.00	\$ 11,200.00	
1.7.5	Creation and assessment of Pilot Risk Matrix.	8	\$ 200.00	\$ 1,600.00	
1.7.6	Waste Water specific libraries set up	8	\$ 200.00	\$ 1,600.00	
1.7.7	Identify Critical Assets and define RCM Maintenance Strategy.	16	\$ 200.00	\$ 3,200.00	
1.7.8	Define unnecessary Maintenance tasks and PM schedules.	8	\$ 200.00	\$ 1,600.00	
1.7.9	Identify Assets that are critical with no PM.	8	\$ 200.00	\$ 1,600.00	
1.7.10	Create a customized SFPUC WWE strEAM+ Start Center.	8	\$ 200.00	\$ 1,600.00	
1.7.11	Assess strEAM+ working smoothly with Maximo	8	\$ 200.00	\$ 1,600.00	
1.7.12	Assessment of challenges for a full strEAM+ implementation.	8	\$ 200.00	\$ 1,600.00	
1.7.13	Draft step-by-step Plan of Approach for the roll out of strEAM+.	8	\$ 200.00	\$ 1,600.00	
1.7.14	Define and present Business Case	8	\$ 200.00	\$ 1,600.00	
1.7.15	Contingency 20%	32	\$ 200.00	\$ 6,400.00	
Total		200		\$ 40,000.00	\$ 40,000.00



MaxGrip Americas Inc.
 2100 West Loop South
 Suite 904
 Houston
 77027 Texas

Software Licenses				
Description	Number of Named Users	License Type	CPU Location	Not to Exceed Amount
1. strEAM+ APM Base software modules: <ul style="list-style-type: none"> • Risk Assessment • Risk Matrix • APM Dashboards • APM Reports • RCM (Risk Analysis) • RCM Template / Library 	4	Limited Duration of 2 Months for the Duration of the Pilot Phase	525 Golden Gate Avenue	\$ 2,400.00

Travel & Expenses	
Description	Not to Exceed Amount
MaxGrip estimates the cost of travel and expenses for our consultants on \$8,800 based on a stay of 25 days. All cost for tickets (economy class), hotel & expenses based upon actual cost if not organized and paid by SFPUC are for the account of the Customer. Travel and Expenses will be billed as per CONUS guidelines and will include reimbursement for: <ul style="list-style-type: none"> • Roundtrip Houston- San Francisco • Hotel • Per diem • Car Rental 	\$ 9,650.00

Total (not to exceed) pilot project investment: \$52,050.00

Notes

- Not included in the above estimate are the cost to setup the Oracle database or the web services
- Prices and hours are estimates and the total amounts are a 'non to exceed' cap. If extra work would be required because of scope changes or when start dates or milestones cannot be achieved because of reasons beyond MaxGrip's control additional budget would be required if the contingency budget would be exceeded.
- Prices and hours are estimates and the total amounts are a 'not to exceed' cap. If extra work would be required because of scope changes or when start dates or milestones cannot be achieved because of reasons beyond MaxGrip's control additional budget would be required if the contingency budget would be exceeded.
- Importing the existing asset tree into the development environment should be completed before our consultant will start with the project.



MaxGrip Americas Inc.
2100 West Loop South
Suite 904
Houston
77027 Texas

Validity

This quotation is valid up and until 4 weeks after the date of this proposal. For the acceptance of this offer, we kindly request that you return the attached confirmation form, signed.

Invoicing

- Invoicing of the licensing fee will take place after installation.
- The invoice will be sent at the end of every month with a term of payment within 30 days.

Amendments

Any amendment to the provisions of this agreement must be in writing and must be signed by Parties hereto or their duly authorized representatives.

Project Confirmation

Organization: SFPUC

Contact: Mr. José Corrales

Sender: Arend Zweekhorst

Our reference: OF2014.050

Customer number: _____

Date:

For acceptance,

Arend Zweekhorst,
MaxGrip Americas Inc.

For acceptance,

Mr. José Corrales
SFPUC

Appendix A-2 - Full Implementation Services



MaxGrip Americas Inc.
2100 West Loop South
Suite 904
Houston
77027 Texas

San Francisco Public Utilities Commission
Wastewater Enterprises
750 Phelps Street
San Francisco
CA 94124-2161
Attn: Mr. José Corrales and Mr. Christian A. Losno

Our reference Date
OF2014.050.1 December 19th 2014

Subject: Licenses and implementation support for project RCM using the StrEAM+ solution on the Maximo EAM System

Dear Mr. Corrales and Mr. Losno,

With reference to our meetings dated June 28th 2013 and the subsequent meetings and correspondence we are pleased to present this proposal for the RCM Project at your waste water treatment plant using our StrEAM+ solution in combination with IBM's Maximo. This project will showcase MaxGrip's Asset Performance Management Solution StrEAM+ applied on SFPUC's assets.

In the attached quotation you will find a detailed overview of our proposed implementation support and required licenses for software that have to be procured after the acceptance of the deliverables of the Pilot project (see our pilot plan proposal OF2014.050).

We trust to have made you a suitable proposal and are looking forward to receiving your written confirmation. Should any questions or remarks come up, please do not hesitate to ask us.

Kind regards,

Arend Zweekhorst
EAM Partner Manager
832 776 9330



MaxGrip Americas Inc.
2100 West Loop South
Suite 904
Houston
77027 Texas

By : Arend Zweekhorst
Subject : Licenses and implementation support for project RCM using the StrEAM+ solution on the Maximo EAM System
Quotation-number : OF2014.050.1
Date : December 19th 2014
Contact : Mr. José Corrales



Optimizer

MaxGrip BV is a worldwide active consultancy agency supporting several multinational companies in the area of Asset Performance Management. Amongst others, we do this by offering our EAM solution Optimizer+, StrEAM+ and project based or temporary higher (technical) Management.

1.1 Problem definition

SFPUC has the intention to implement a full roll-out of StrEAM+ throughout their asset base in close cooperation with the EAM system, IBM's Maximo. This project will showcase MaxGrip's Asset Performance Management Solution StrEAM+ applied on SFPUC's assets using the IT infrastructure of SFPUC.

MaxGrip's strEAM+ solution has been part of a pilot project that was conducted at SFPUC's hardware in a test environment which is coordinated and manager by SFPUC's IT department. The software licenses for that pilot project were rented for the duration of the pilot and after acceptance of the deliverables of the pilot (see pilot proposal OF2014.050 for details) additional implementation support is required to migrate the software licenses to the production environment in a mutually agreed manner, tested for acceptance. The training and implementation work done during the pilot is considered to be adequate for the continued use of the strEAM+ software after the formal installation and implementation in the SFPUC production environment. Defined in this proposal are the additional services that are required to make the implementation successful and to further support the SFPUC organization with additional RCM training and Maintenance and Support for the licenses.

1.2 Goals and objectives

- To implement the strEAM+ software on SFPUC's production environment after the successful execution and evaluation of the pilot project as defined in OF2014.050 for the Waste Water plant and based upon the RCM methodology meeting key business objectives of SFPUC.
- To provide additional services for the Maintenance and Support of the software licenses facilitating regular upgrades, helpdesk support and problem fixes in accordance with the agreement for Software License, Maintenance & Support and Services and applicable escalation procedures.



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77027 Texas

1.3 Assignment

This implementation project will be performed at the San Francisco Southeast Waste Water Treatment plant of SFPUC using strEAM+ software used in an integrated manner with Maximo EAM software version 7.5 and applying the Failure Modes Effects and Criticality Analysis (FMECA) and Reliability Centered Maintenance (RCM) Methodology. The following activities will be performed by an Implementation/Maintenance Consultant of MaxGrip:

- Installation of strEAM+ on one server with the help of SFPUC IT.
- Introduction to procedures and alignments with IT environments for Development, Acceptance and Production.
- Documentation customization (acceptance plan).
- Acceptance sessions of servers (customer specific, SFPUC only needs the Acceptance environment as acceptance session with workflow etc.)
- Project management (preparation presentations, sessions, coordination within IT.
- Provisioning of the Software licenses under the T&C's as defined in the standard license and maintenance agreement (attached)
- Provide annually an amount of RCM related services for training at various levels in the SFPUC organization and the planning and preparations for those refreshing training sessions. Scheduling in mutual consultation and agreement.

1.4 Scope

This project will include the installation of the strEAM+ software after successful pilot project and implementation of the solution for use by SFPUC staff to apply RCM analyses across all the operational assets in the Waste water treatment plant of SFPUC in San Francisco.

1.6 Results

SFPUC will have access to the strEAM+ software and functionality and will have sufficient knowledge (post pilot training sessions and RCM analyses) ref. the functionalities of strEAM+ to be able to implement autonomously and self-sufficiently the impact of maintenance decisions taken on company's objectives into Maximo's work flow and PM libraries. This includes:

- Implementation of an Asset Reliability Program, by capturing in a single place (Maximo) the entire RCM (Reliability Centered Maintenance) processes of identifying the right maintenance activities to proactively maintain WWE assets.
- Integration of all this important information within the Maximo environment as an RCM tab with the options to input, modify, analyze and export valuable asset information.
- Systematically assign priorities to assets based on the City Strategic Business Plan Levels of Service (SFPUC's Business Objectives); allowing an efficient allocation of maintenance resources.
- Risk based PM optimization (money spent where it will do the most good) and save money where assets are less critical to the City Strategic Business Plan Levels of Service. This will lead to increased asset availability, a comprehensive asset criticality database, longer useful life of expensive items and decreased asset life-cycle cost.
- Capture the knowledge of the equipment experts, the operators and maintainers who know the equipment the best.



MaxGrip Americas Inc.
 2100 West Loop South
 Suite 904
 Houston
 77027 Texas

1.7 Deliverables and checklist

Following items will be on the checklist for software acceptance of deliverables:

1.7.1 Introduction and survey technical and functional topics ref. the installation and application

TASK Description	Survey for installation
Technical and functional Survey	4.0
Meeting SFPUC IT and PM to finalize installation and configuration	4.0
1.7.1 TOTAL HOURS	8.0

Deliverables: Survey report and decisions incl. sign off.

1.7.2 Install (after checking environments for development, acceptance and production with support of SFPUC IT. (4.0 hrs.)

TASK Description	Installation software
Check DEV	8.0
Install ACC	8.0
Install DEV	8.0
1.7.2 TOTAL HOURS	24.0

Deliverables: Software installed and ready for acceptance testing.

1.7.3 Documentation and set up of required configuration and customizations and acceptance plan with SFPUC PM (Maintenance and Reliability) and IT.

TASK Description	Estimated Task Duration
Documentation and set up configuration and customizations	8.0
Define Acceptance plan	8.0
1.7.4 TOTAL HOURS	16.0

Deliverables: Configuration and customization documentation and Acceptance plan definition (topics and expected results).



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1.7.4 Acceptance testing session's coordination of testing by SFPUC in acceptance environment.

TASK Description	Acceptance testing estimate
Acceptance testing coordination.	20.0
1.7.4 TOTAL HOURS	20.0

Deliverables: Test report and results.

1.7.5 Project management including preparation meetings and presentations, coordination of sessions, coordination with SFPUC IT.

TASK Description	Estimated Task Duration
Project Management.	40.0
1.7.5 TOTAL HOURS	40.0

Deliverables: Meeting logs, planning and scheduling documentation, slide decks.

1.7.6 Assessment of the strEAM+(RCM for Maximo) module working smoothly and conveniently with Maximo. (8.0 hrs) – Everything will be moved from DEV environment to ACC and PROD during implementation (final acceptance).

TASK Description	Estimated Task Duration
Define acceptance criteria	4.0
Noncompliance reporting and deviations	4.0
1.7.6 TOTAL HOURS	8.0

Deliverables: Based on on-site testing and the use of strEAM+ during the pilot and the implementation generates a list of issues (categorized according MoSCoW method (technique used to reach common understanding with stakeholders of the priority and importance of the deliverables)) will be delivered.

1.7.7 Additional training of the management and non-participants of the Project Group in both RCM and strEAM+ (RCM for Maximo) and benefits for SFPUC WW. This effort to be repeated annually and includes hand-on Risk Assessment/Analyses and Risk Mitigation measures definition and implementation. Training will be provided in the acceptance environment and hands on and customized/individualized training. The training sessions will be for max. 4 people (the equivalent of the anticipated number of named users). There will be power users using strEAM+ to do the RCM analysis and end users with reading rights only. There will be four power users and unlimited viewing access for all current Maximo Users.



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TASK Description	Additional training
2 day training basics on RCM/strEAM+ on site	16.0
Hands on ACC working on PROD data	16.0
Question and Answer Sessions	8.0
Practice Sessions	8.0
Preparation time	24.0
1.7.7 TOTAL HOURS	72.0

Deliverables: Training Time, Prep Time, Training Material – hard copy/electronic.

The items in this paragraph 1.7 will be included in the project acceptance protocol and checked off by both parties.

1.8 Procedure

The MaxGrip consultant will work and coach the IT and maintenance specialists within SFPUC. The project manager (MaxGrip) role is to be in close cooperation with MaxGrip consultants and monitor the progress of the project and provide weekly reports to SFPUC.

1.9 Investment

The following estimation of cost and time for this project is based from MaxGrip's experience and expertise in the industry. SFPUC will be duly informed of any additional time or resources required.

Professional Services					Not to Exceed Amount
Deliverable	Description	Est. #Hrs.	daily rate \$/Hr	Total	
1.7.1	Survey for installation	8	\$ 200.00	\$ 1,600.00	
1.7.2	Installation software	24	\$ 200.00	\$ 4,800.00	
1.7.3	Configuration and customizations	16	\$ 200.00	\$ 3,200.00	
1.7.4	Acceptance testing coordination.	20	\$ 200.00	\$ 4,000.00	
1.7.5	Project Management.	40	\$ 200.00	\$ 8,000.00	
1.7.6	Assessment and final acceptance	8	\$ 200.00	\$ 1,600.00	
1.7.7	Additional training	72	\$ 200.00	\$ 14,400.00	
1.7.8	Contingency in budget 20%	36	\$ 200.00	\$ 6,400.00	
Total		224		\$ 44,000.00	\$ 44,000.00



MaxGrip Americas Inc.
 2100 West Loop South
 Suite 904
 Houston
 77027 Texas

Software Licenses				
Description	Number of Named Users	License Type	CPU	Not to Exceed Amount
1. strEAM+ APM Base software modules: <ul style="list-style-type: none"> • Risk Assessment • Risk Matrix • APM Dashboards • APM Reports • RCM (Risk Analysis) • RCM Template / Library 	4	Perpetual	525 Golden Gate Avenue	
2. strEAM+ Library Infra database content				
3. Incl. 2days consulting				\$ 112,476.00

Software Maintenance						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Not to Exceed Amount
Software Maintenance & Support	Included in license fee	\$19,683.00	\$20,667.00	\$ 21,701.00	\$ 22,786.00	\$ 84,836.00

Travel & Expenses	
Description	Not to Exceed Amount
<p>MaxGrip estimates the cost of travel and expenses for our consultants on \$8,800 based on a stay of 24 days. All cost for tickets (economy class), hotel & expenses based upon actual cost if not organized and paid by SFPUC are for the account of the Customer. Travel and Expenses will be billed as per CONUS guidelines and will include reimbursement for:</p> <ul style="list-style-type: none"> • Roundtrip Houston- San Francisco • Hotel • Per diem • Car Rental 	\$ 8,800.00

Total (not to exceed) implementation project investment: \$ 336,315



MaxGrip Americas Inc.
2100 West Loop South
Suite 904
Houston
77027 Texas

Notes

- Not included in the above estimate are the cost to setup the Oracle database or the web services
- Prices and hours are estimates and the total amounts are a 'not to exceed' cap. If extra work would be required because of scope changes or when start dates or milestones cannot be achieved because of reasons beyond MaxGrip's control additional budget would be required if the contingency budget would be exceeded.
- Importing the existing asset tree into the acceptance and production environment should be completed before our consultant will start with the project.
- The License will be granted after and against integral payment of the fee(s).
- The effective date of maintenance & support is at the start of installation at SFPUC.
- The maintenance & support will be invoiced per twelve (12) months in advance on the effective date or pro-rated to co-terminate with existing maintenance & support.

Validity

This quotation is valid up and until 4 weeks after the date of this proposal. For the acceptance of this offer, we kindly request that you return the attached confirmation form, signed.

Invoicing

- Invoicing of the licensing fee will take place after installation.
- The invoice will be sent at the end of every month with a term of payment within 30 days.

Amendments

Any amendment to the provisions of this agreement must be in writing and must be signed by Parties hereto or their duly authorized representatives.

Project Confirmation

Organization: SFPUC

Contact: Mr. José Corrales

Sender: Arend Zweekhorst

Our reference: OF2014.050

Customer number: _____

Date:

For acceptance,

Arend Zweekhorst,
MaxGrip Americas Inc.

For acceptance,

Mr. José Corrales
SFPUC

41041 - 14/15 - Training

BPWP15000058 Appendix A-1:

- 1.7.4 Train the participants of the Pilot Project Group in both RCM and strEAM+ (RCM for Maximo). Installed on our DEV environment. Training will take place with Pilot on Dev Environment. (56.0 hrs.)

Approximated Pilot Participants: 8 maintenance Planers, 3 Stationary Engineers, 3 Senior Stationary Engineers 1 Engineer Liaison.
 Training will be provided in a lab environment and hands on more individualized training. There will be power users using strEAM+ to do the RCM analysis and end users with reading rights only.

TASK Description	Estimated Task Duration
2 day training basics on RCM/strEAM on site	16.0
Hands on Labs working on Actual Pilot	16.0
Question and Answer Sessions	8.0
Practice Sessions	8.0
Preparation time	8.0
1.7.4 TOTAL HOURS	56.0

Deliverables: Training Time, Prep Time, Training Material – hard copy/electronic.

BPWP15000058 Appendix A-2:

- 1.7.7 Additional training of the management and non-participants of the Project Group in both RCM and strEAM+ (RCM for Maximo) and benefits for SFPUC WW. This effort to be repeated annually and includes hand-on Risk Assessment/Analyses and Risk Mitigation measures definition and implementation. Training will be provided in the acceptance environment and hands on and customized/individualized training. The training sessions will be for max. 4 people (the equivalent of the anticipated number of named users). There will be power users using strEAM+ to do the RCM analysis and end users with reading rights only. There will be four power users and unlimited viewing access for all current Maximo Users.

TASK Description	Additional training
2 day training basics on RCM/strEAM+ on site	16.0
Hands on ACC working on PROD data	16.0
Question and Answer Sessions	8.0
Practice Sessions	8.0
Preparation time	24.0
1.7.7 TOTAL HOURS	72.0

Deliverables: Training Time, Prep Time, Training Material – hard copy/electronic.



MEMORANDUM

To: Jaci Fong, Director & Purchaser
 Office of Contract Administration

From: Ken Salmon, ITS Director
 SFPUC

Date: January 22, 2015

Subject: Sole Source Waiver Request – Maxgrip Americas Inc.

Vendor Name:	MAXGRIP AMERICAS INC
Vendor Number:	93331
12B Compliant:	Yes
Request Type:	New 5 Year Term Contract
Document Number:	BPWP15000058
Document Type:	Departmental Blanket (CWP)
Corresponding Contract:	No contract number
Term Contract Amount:	\$388,366

Pursuant to Chapter 21.30(d) of the San Francisco Administrative Code, the San Francisco Public Utilities Commission (SFPUC) is requesting a sole source waiver to execute an agreement with MAXGRIP AMERICAS INC. ("Maxgrip") for a new five year term contract in the amount of \$388,366. This new term contract will allow SFPUC to procure certain licenses, annual maintenance, professional services, and training related to using StrEAM+ solution, a proprietary software, in combination with IBM's Maximo at SFPUC's waste water treatment plant. Summary by commodity type is as follows:

Licenses	114,876
Annual Maintenance	84,836
Professional Services (Implementation + Training)	152,962
Travel	35,691
Total	388,366

Edwin M. Lee
 Mayor

Ann Moller Caen
 President

Francesca Vietor
 Vice President

Vince Courtney
 Commissioner

Anson Moran
 Commissioner

Harlan L. Kelly, Jr.
 General Manager



Background

The SFPUC WVE requires the software necessary to put a proactive asset reliability program into action. Reliability software is a tool to implement an Asset Reliability Program, by capturing in a single place (Maximo) the entire Reliability Centered Maintenance (RCM) processes of identifying the right maintenance activities to proactively maintain WVE assets. This software will allow us to integrate all this important information within the Maximo environment as an RCM module.

StrEAM+ software will be used to systematically assign priorities to assets based on the City Strategic Business Plan Levels of Service; create a comprehensive criticality database, and capture the knowledge of the operators and maintainers who know the equipment the best.

There are two components to this contract.

- The initial scope of work will relate to a pilot which will use an RCM software (strEAM+) in our Maximo environment for the first time. This will allow us to manage our Preventive Maintenance (PM) program. Recommendations and results from the pilot will be presented as a Business Case with Cost Benefit Analyses.
- The second scope of work will relate to the implementation of strEAM+ in the production environment. Our goal is to create an effective and efficient method to design and optimize a maintenance plan based upon the Reliability Centered Maintenance (RCM) methodology meeting the Levels of Service of SFPUC WVE. We anticipate that this tool will allow us to integrate equipment assessment and proactive maintenance procedures within the MAXIMO environment as an RCM CRITICALITY tab with the options to input, modify, analyze and export valuable asset information.

The year-to-year breakdown for this five year contract is as follows:

strEAM+ Pilot	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Licenses	2,400	-	-	-	-	2,400
Implementation	40,000	-	-	-	-	40,000
Travel	9,650	-	-	-	-	9,650
Total	52,050	-	-	-	-	52,050

strEAM+ Licenses and Implementation	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Licenses	112,476	-	-	-	-	112,476
Annual Maintenance Support	-	19,683	20,667	21,701	22,786	84,836
Implementation	44,000	-	-	-	-	44,000
Training	-	16,000	16,800	17,640	18,522	68,962
Travel	8,800	4,000	4,200	4,410	4,631	26,041
Total	165,276	39,683	41,667	43,751	45,938	336,315

Grand Total Pilot and Licenses and Implementation	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	217,326	39,683	41,667	43,751	45,938	388,366

Justification

StrEAM+ software is a proprietary software of Maxgrip and, as such, only Maxgrip has access to the source code or technical information required to provide the licenses, annual maintenance, services and training now required.

A letter from Maxgrip supporting this statement is attached to this justification memo.

Attachments:

1. OCA P-21.5(b) Sole Source Waiver Request Form
2. Letter from Maxgrip in support of SFPUC's sole source waiver request

MaxGrip Americas Inc.
2100 West Loop
Houston, Texas
77027



Taraneh Moayed
Principal Administrative Analyst, IT Services
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102

Dec 12, 2014

Re: Confirmation that MaxGrip Americas is the only authorized supplier of MaxGrip's strEAM+ software and related services in the United States

Dear Taraneh;

This letter is to confirm that MaxGrip Americas Inc. is the only company through which MaxGrip's strEAM+ software can be purchased in North America. MaxGrip Americas is also the only authorized provider of consulting services related to the implementation, configuration, and support of strEAM+.

Please do not hesitate to contact me should you have any questions or require additional clarification.

Regards;
Jeff

A handwritten signature in black ink, appearing to read "Jeff Bonnell". The signature is fluid and cursive, written over a light blue horizontal line.

Jeff Bonnell
Vice President Americas

MaxGrip Americas
2100 Westloop South (I-610)
Suite 904
77027Houston TX
United States of America

M: +1 416 559 4684
j.bonnell@maxgrip.org
www.maxgrip.org

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: Professional Services

Funding Source: Non general Fund PSC Duration: 5 years 2 days
PSC Amount: \$566,000 PSC Est. Start Date: 05/01/2015 PSC Est. End Date: 05/01/2020

1. Description of Work

A. Scope of Work:

Aclara shall provide qualified personnel for specialized technical professional services (collectively and herein referred to as "Covered Services") to support the following services and tasks, to the extent that they are not currently covered by CS-936A (including the CS-936A 5-Year DCU Warranty and the CS-936A 20-year MTU Warranty), CS-936B, CS-936C, and/or the general product support services provide by Aclara in connection with a new system procurement. For details, see Section II(A), II(B), II(C) and II(D) of document entitled "BPUC15000058 Appendix A - Services to be provided by Contractor"

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

If SFPUC cannot procure these services, SFPUC will not be able to repair non-functioning Aclara Data Collector Units (DCU's), determine what issues exist with non-functioning Aclara Meter Transmission Units (MTU's), modify Aclara's STAR@ Remote Reading System Sto accomodate SFPUC's future needs, and obtain the training required for SFPUC to install or maintain certain components of the STAR@ Automated Water Meter Program system.

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.

NA

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

2. Union Notification: On 02/06/2015, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41426 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 03/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Aclara Technologies LLC is the sole source manufacturer of the STAR[®] Fixed Network Automatic Meter Reading System. The STAR[®] Network, its Meter Transmission Unit (MTU) and Data Collector Unit (DCU) are proprietary products of Aclara which are not compatible with any other Automatic Meter Reading System. In addition, Aclara is the only provider of Aclara's proprietary Software and System Maintenance Services, including DCU repairs.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The STAR[®] Network, its Meter Transmission Unit (MTU) and Data Collector Unit (DCU) are proprietary products of Aclara which are not compatible with any other Automatic Meter Reading System. Aclara is the only provider of Aclara's proprietary Software and System Maintenance Services, including DCU repairs.

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

No. The STAR[®] Network, its Meter Transmission Unit (MTU) and Data Collector Unit (DCU) are proprietary products of Aclara which are not compatible with any other Automatic Meter Reading System. Aclara is the only provider of Aclara's proprietary Software and System Maintenance Services, including DCU repairs.

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 "Response to Questions 5B and 5F"	<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? See "Response to Questions 5B and 5F"	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 02/17/2015 BY:

Name: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sfgwater.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of tmoayed@sfgwater.org
To: [Moayed.Taraneh](mailto:Moayed.Taraneh@seiu1021.net); [Lopez.Ricardo](mailto:Lopez.Ricardo@Basconcello.Kathy@seiu1021.net); [Sandeep.lal](mailto:Sandeep.lal@seiu1021.net); pcamarillo_seiu@sbcglobal.net; [Carey.dall](mailto:Carey.dall@seiu1021.org); richardisen@gmail.com; [Wendy.Frigillana](mailto:Wendy.Frigillana@seiu1021.org); pscreview@seiu1021.org; [joe.brenner](mailto:joe.brenner@seiu1021.org); agonzalez@iam1414.org; [red.zarzecki](mailto:red.zarzecki@seiu1021.net); [leah.berlanga](mailto:leah.berlanga@seiu1021.org); gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmlaocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grolo@local39.org; jduritz@uapd.com; staff@sftimea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfmsa@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@sftimea.com; ecdemvoter@aol.com; tiva.thlang@seiu1021.org; [Moayed.Taraneh](mailto:Moayed.Taraneh@seiu1021.net); [Isen.Richard](mailto:Isen.Richard@seiu1021.net); [DHR-PSCCoordinator.DHR](mailto:DHR-PSCCoordinator.DHR@seiu1021.net)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41426 - 14/15
Date: Friday, February 06, 2015 11:23:36 AM

RECEIPT for Union Notification for PSC 41426 - 14/15 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41426 - 14/15 for \$566,000 for Initial Request services for the period 05/01/2015 -- 05/01/2020. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/4499> 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)

Table of Content

DOCUMENT	PAGE
1) Explanation regarding duration	40
2) PSC Request 41426-14/15 – Response to Questions 5B and 5F	41
3) Appendix A – Services to be provided by Contractor	43
4) Appendix A-1 - MTU Product Specs	48
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7) Appendix A-4 - STAR® MTU Warranty	58
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9) CS 936.C - Software Maintenance Agreement between SFPUC and Aclara	74

PSC# 41426-14/15

Explanation of Duration

For all PSCs if the duration requested is 5 years or more, an explanation is required- historical PSC required:

This five year contract is for as-needed maintenance and diagnostic services related to hardware with a life expectancy of at least 10 years from the date of this contract. The duration of this contract is reasonable relative to the life expectancy of the hardware the contract relates to.

PSC Request 41426 - 14/15 - Response to Questions 5B and 5F

5(b): Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:

As per Section II (D) of document entitled "BPUC15000058 Appendix A - Services to be provided by Contractor":

- 1) The City may request training services at its sole and absolute discretion which may include on-site or webex computer based trainings related to installation, maintenance, and use of the STAR AWMP system components. Anticipated training courses include:
 - a. MTU installation and programming;
 - b. DCU installation and maintenance certification;
 - c. STAR software user training.
- 2) Contractor may be reimbursed for reasonable travel expenses, including air, hotel, car rental, fuel, tolls, parking and meals, per CONUS Guidelines for services performed on-site.
- 3) The cost for training services shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

5(f) Will the proposed work be completed by a contractor that has a current personal services contract with your department:

The AMI System deployment of which this contract will be a part of was completed pursuant to the following agreements:

- 1) **CS-936A:** Agreement dated January 6, 2010 between SFPUC and VSI Meter Service providing for the furnishing and installation of an AMI System to the SFPUC. Under CS-936, the following equipment warranties provided by Aclara, as subcontractor to VSI Meter Service, are currently in effect:
 - a. **STAR[®] Utility DCU Extended Warranty (attached hereto as Appendix A-3):** A five year warranty that begins on the installation and/or acceptance of each DCU.
 - b. **STAR[®] MTU Warranty (attached hereto as Appendix A-4):** A 20 year warranty that begins on the installation and/or acceptance of the MTU.
- 2) **CS-936B:** Software License Agreement dated January 6, 2010 between SFPUC and Aclara granting SFPUC a non-exclusive and non-transferable perpetual license to use the STAR Remote Reading System in connection with the SFPUC Network Control Computers that receive DCU data.

PSC Request 41426 - 14/15 - Response to Questions 5B and 5F

- 3) **CS-936C:** Software Maintenance Agreement dated January 6, 2010 between SFPUC and Aclara for the annual software maintenance of SFPUC's non-exclusive and non-transferable perpetual license to use the STAR Remote Reading System in connection with the SFPUC Network Control Computers that receive DCU data. Amendment 1 to CS-936C extended the agreement to June 28, 2013. Amendment 2 to CS-936C extended the agreement to June 28, 2016. This agreement will be terminated in 2015 as PUC moves to a hosted services agreement.

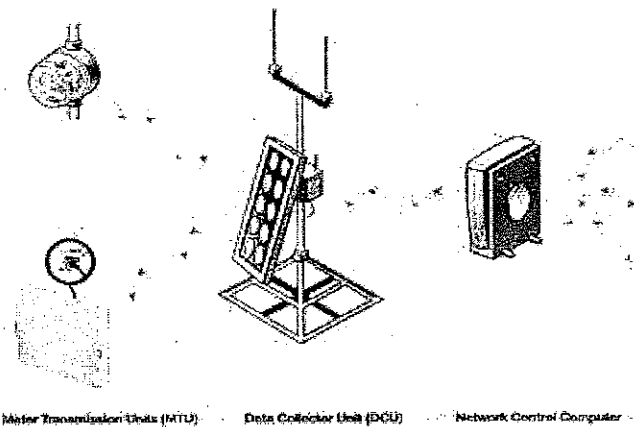
Appendix A

Services to be provided by Contractor

I. Background

As part of its Automated Water Meter Program, SFPUC has deployed an Advanced Meter Infrastructure (AMI) System which consists of approximately 178,000 Aclara Meter Transmission Units (MTU) and 81 Data Collector Units (DCU).

A. **AMI Configuration:** Under SFPUC's new AMI System, Aclara MTUs communicate automated readings via a privately licensed RF channel to Aclara DCUs (located on rooftops and poles throughout San Francisco) which then send that data to the SFPUC's Network Control Computers (NCC) using a cellular data plan.



A. Aclara MTU and DCU Product Specifications:

- 1) Aclara MTU product specifications are attached hereto as Appendix A-1.
- 2) Aclara DCU product specifications and locations are attached hereto as Appendix A-2.

B. Corresponding Agreements:

The AMI System deployment was completed pursuant to the following agreements:

- 3) **CS-936A:** Agreement dated January 6, 2010 between SFPUC and VSI Meter Service providing for the furnishing and installation of an AMI System to the SFPUC. Under CS-936, the following equipment warranties provided by Aclara, as subcontractor to VSI Meter Service, are currently in effect:
 - a. **STAR[®] Utility DCU Extended Warranty (attached hereto as Appendix A-3):** A five year warranty that begins on the installation and/or acceptance of each DCU.
 - b. **STAR[®] MTU Warranty (attached hereto as Appendix A-4):** A 20 year warranty that begins on the installation and/or acceptance of the MTU.

Appendix A

Services to be provided by Contractor

- 4) **CS-936B:** Software License Agreement dated January 6, 2010 between SFPUC and Aclara granting SFPUC a non-exclusive and non-transferable perpetual license to use the STAR Remote Reading System in connection with the SFPUC Network Control Computers that receive DCU data.

- 5) **CS-936C:** Software Maintenance Agreement dated January 6, 2010 between SFPUC and Aclara for the annual software maintenance of SFPUC's non-exclusive and non-transferable perpetual license to use the STAR Remote Reading System in connection with the SFPUC Network Control Computers that receive DCU data. Amendment 1 to CS-936C extended the agreement to June 28, 2013. Amendment 2 to CS-936C extended the agreement to June 28, 2016.

II. Covered Services

Under this Agreement, Aclara shall provide qualified personnel for specialized technical professional services (collectively and herein referred to as "Covered Services") to support the following services and tasks, to the extent that they are not currently covered by CS-936A (including the CS-936A 5-Year DCU Warranty and the CS-936A 20-year MTU Warranty), CS-936B, CS-936C, and/or the general product support services provide by Aclara in connection with a new system procurement.

A. As-Needed DCU Diagnostics and Repair Services: Includes the following diagnostic and repair services:

- 1) Remote services, including but not limited to:
 - a. Diagnostics on individual DCU performance
 - b. Network health assessment and reports
 - c. DCU battery and maintenance needs assessments

- 2) Field services, including but not limited to:
 - a. DCU visual surveys of external and internal components - corrosion checks, wiring integrity checks, antennae functionality checks and efficiency testing, etc.
 - b. Full DCU onsite diagnostics
 - c. DCU hardware or battery replacements – including power connector harness replacement
 - d. Installation of new DCU units
 - e. Relocation of existing DCU units

Appendix A

Services to be provided by Contractor

- 3) The above services will be provided per the Aclara standard hourly rates based on required resource type(s), as defined under Section III.
- 4) Contractor may be reimbursed for bucket truck rentals.
- 5) Contractor may be reimbursed for reasonable travel expenses, including air, hotel, car rental, fuel, tolls, parking and meals, per CONUS Guidelines for services performed on-site.
- 6) The cost for As-Needed DCU Diagnostics and Repair Services shall not exceed One Hundred And Seventy Thousand Dollars and Zero Cents (\$220,000.00).

B. As-Needed MTU Investigative Services: Includes the following investigative MTU-related data analysis or field services, including but not limited to:

- 1) In-depth investigations of AWMP read issues related to the MTU and/or its communication with the water meter, DCUs or NCC which are in excess of Aclara normal warranty support. Historical normal warranty investigations have included limited data queries and product testing to assess issues such as excessive tamper alarms, pulse meter read drifts, encoded meter optical character resolution (OCR) nonconformance, STAR MTU Read errors, MTU potting failures, premature battery failures.
- 2) Assessments of MTU read performance and reception issues including RF investigations, site surveys for optimal MTU installation recommendations, MTU call redundancy to DCUs, propagation studies, etc.
- 3) The above services will be provided per the Aclara standard hourly rates based on required resource type(s), as defined under Section III.
- 4) Contractor may be reimbursed for reasonable travel expenses, including air, hotel, car rental, fuel, tolls, parking and meals, per CONUS Guidelines for services performed on-site.
- 5) The cost for As-Needed MTU Investigative Services shall not exceed One Hundred Thousand Dollars and Zero Cents (\$116,000.00).

C. As-Needed Technical Support Services for the STAR Remote Reading System installed on SFPUC's Network Control Computers:

- 1) The City may request additional technical support services at its sole and absolute discretion with regard to the STAR Remote Reading System installed on SFPUC's Network Control Computers, including performing STAR NCC data

Appendix A

Services to be provided by Contractor

queries, creating custom reports, or making changes and additions to the STAR interfaces.

- 2) The above services will be billed at rates outline under Section III below and are subject to prior written approval.
- 3) The above services will be provided per the Aclara standard hourly rates based on required resource type(s), as defined under Section III
- 4) Contractor may be reimbursed for reasonable travel expenses, including air, hotel, car rental, fuel, tolls, parking and meals, per CONUS Guidelines for services performed on-site.
- 5) The cost for technical support services shall not exceed One Hundred And Fifty Thousand Dollars and Zero Cents (\$150,000.00).

D. As-needed Training Services:

- 1) The City may request training services at its sole and absolute discretion which may include on-site or webex computer based trainings related to installation, maintenance, and use of the STAR AWMP system components. Anticipated training courses include:
 - a. MTU installation and programming;
 - b. DCU installation and maintenance certification;
 - c. STAR software user training.
- 2) Contractor may be reimbursed for reasonable travel expenses, including air, hotel, car rental, fuel, tolls, parking and meals, per CONUS Guidelines for services performed on-site.
- 3) The cost for training services shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

Appendix A

Services to be provided by Contractor

III. Hourly Rates by Resource Type

The above services will be provided per the Aclara standard hourly rates based on required resource type(s).

Aclara Technical Staff	Standard Hourly Rate	Annual Adjustments
Sr. Technical Advisor	\$250	Hourly rates may not increase by more than the last published Consumer Price Index of the calendar year immediately prior to such increase. In the event that the Consumer Price Index increases more than three percent (3%) per year then, with respect to related increases in charges under this Agreement, the City shall bear the first 3% of the increase, Contractor shall bear the second 3% of the increase (i.e., 3-6%) and the parties shall equally bear any increase above 6%.
Product Manager	\$200	
Project/ Account Manager	\$195	
Deployment Manager	\$195	
Sr. Engineer	\$185	
Sr. Business Analyst	\$185	
DBA	\$185	
Trainer	\$185	
Engineer/ Support Engineer	\$165	
Business Analyst	\$165	
Equipment Service/ Installation	\$125	
Administrative Support	\$125	

IV. Task Requests, Budgetary Estimates and SFPUC Issued Purchase Orders

Work under this Agreement will be initiated by individual task requests from the SFPUC. In response to an individual task request from SFPUC, Aclara shall provide SFPUC with a budgetary estimate and schedule based on the cost structure defined under Section III.

Budgetary estimates shall be all-inclusive and include:

- Scope of work which will identify, as applicable:
 - Tasks and deliverables;
 - Project schedule; and
 - Documentation
- Estimated technical and project management staff hours and rates
- Billable travel time
- Allowable travel expenses
- Other permitted reimbursable expenses

Work may begin after written agreement to the scope of work and budgetary estimate and SFPUC has issued Aclara a purchase order for the task requested.



STAR[®] 3300 Water MTU

METER TRANSMISSION UNIT

Delivers two-way communication and a time-synchronized network to provide a utility with a snapshot of system water consumption at a single point in time.

The 3300 water MTU uses the efficient, low-power, high performance STAR Network RF technology to transmit hourly, interval usage data, and two-way communication to the utility. The MTU supports up to 8-digit registers and delivers time-stamped reads on a time-synchronized network, allowing for advanced water distribution management.

Time Synchronization

The 3300 water MTU features time synchronization to ensure that all system clocks are set to the same time. This allows a utility to take a complete system read and use the data to reconcile the amount of water entering the system to the billable water that is consumed, thus identifying the probability of system leaks.

Each STAR Network Water MTU delivers

Long-lasting performance
Contains a 20-year lithium-ion battery

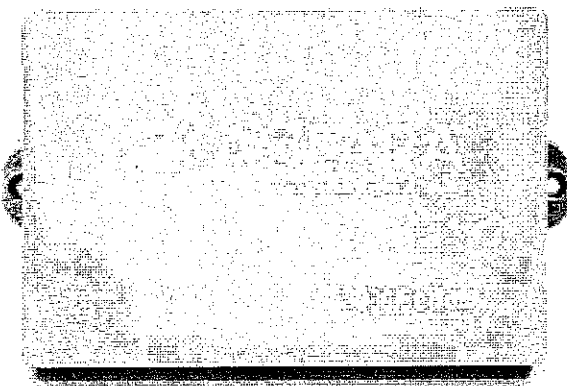
Two-way communication

Captures hourly meter data

Provides system-wide
time synchronization

Supports up to 8-digit registers

Operates over FCC-licensed
radio frequencies

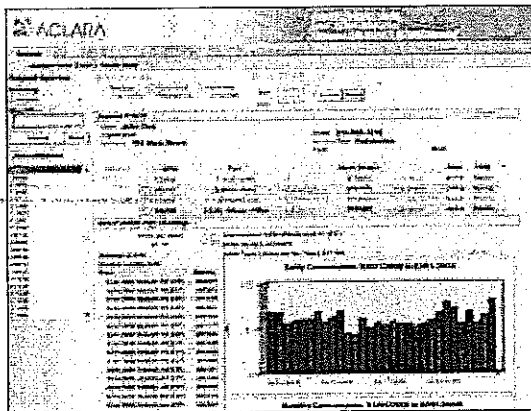


Hourly Reads

The 3300 water MTU delivers hourly, time-stamped reads, providing detailed information about water usage and identifying anomalies such as potential leaks and meter tampering.

System Data Support

The STAR Network system provides full data support from the meter to your utility of choice. The system's Network Control Computer (NCC) manages and searches MTU data, tracks MTU installations, configures system settings and user roles, and creates reports to monitor MTUs in logical groups or by individual accounts.



Standard System Reports

- Duplicate meter serial number request
- Duplicate MTUs report
- Reception report
- Tamper report
- Total consumption
- Zero consumption
- Missing reads
- MTU/DCU redundancy

Specifications

Network type	Two-way ¹
Transmit/receive frequency	450-470 MHz (FCC licensed)
Antenna	Internal
Installation locations	Interior wall mount, exterior wall mount, pit/vault ²
Read interval	Hourly-top of the hour readings default
Transmit interval	Four times per day default
Inputs	Single or dual
Wire length	12 feet-22 AWG solid wire
Battery life	20 years ^{3,4}
End point to end point time difference	< 1 min
Physical characteristics	6.38" W x 4.25" H x 1.44" D
Weight	1 lb
Color	Gray
Operating temp range	-30°C to +70°C
Operating humidity	0% - 100% condensing
Transmit power options	Standard and extended range available
Approvals	FCC part 90; Industry Canada RSS-119
Warranty	20 years ⁵
Meter compatibility	All major manufactures of water meters
Network topology	STAR Network
Network compatibility	Aclara DCU IIIJ
Handheld interface	Windows Mobile handheld
Meter interface	Pulse or encoder
Data resolution	4-8 digits ⁶
Maximum meter pulse frequency	Three pulses per second ⁷

Notes:

- 1: Two-way communication for time synchronization and time management
- 2: Pit/Vault installation under non-metallic lid
- 3: Battery life is stated at default settings
- 4: Standard range
- 5: Refer to Aclara standard warranty for details
- 6: Reports all digits that are electronically available from register
- 7: Pulse input only

Specifications are subject to change without notice.



Aclara
945 Homet Drive, Hazelwood, MO 63042 | P: 800.297.2728 | F: 314.895.6543
info@aclara.com | www.aclara.com

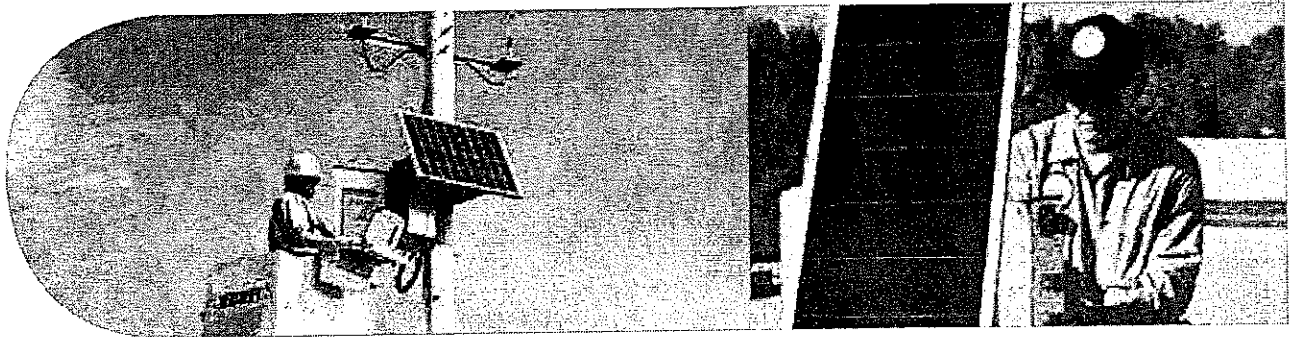
SFPUC Aclara MTU Models

MTU Model No.	Ports	Register Type	Extended Range
3321-012-RB	1	Pulse	No
3321-012-RBW	1	Pulse	Yes
3322-012-RB	2	Pulse	No
3321-012-DB	1	Encoded	No
3321-012-DBW	1	Encoded	Yes
	2	Encoded	No
3321-012-XB-SF	1	Neptune E-coder	No
3321-012-XBW-SF	1	Neptune E-coder	Yes
3322-012-XB-SF	2	Neptune E-coder	No
3322-012-XBW-SF	2	Neptune E-coder	Yes



STAR[®] Network DCU II

Data Collector Unit



The STAR Network Data Collector Unit II (DCU) enhances your AM Inetw ork by providing reliable and flexible, two-way communications for electric, water and gas meters.

The STAR Network DCU II is the backbone of an AM Inetw ork, communicating to meter transmission units (MTUs) over individual 450 - 470 MHz radio frequencies, and to the STAR Network Control Computer (NCC) using a network backhaul of choice.

The STAR DCU II provides flexible installation due to its ability to recharge by solar or AC power. The DCU's rugged, weatherproof design allows for installation on poles, rooftops, buildings or water towers.

Powered by a rechargeable battery, the DCU time stamps, processes and stores diagnostic information and data collected from MTUs. The DCU transmits the data for further processing to the utility's network control computer (NCC) and sends commands and alerts back to the MTUs.

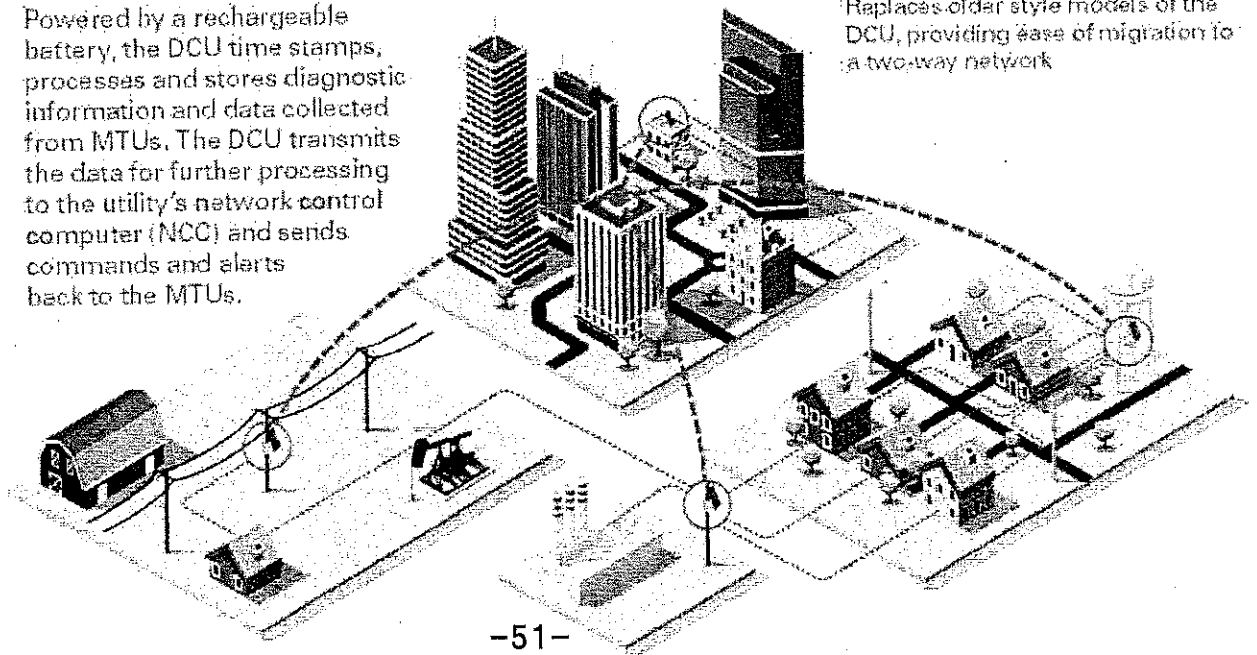
STAR DCU II delivers

Safety and security
Initiates an immediate message upon receipt of an event or alarm from an MTU

WAN backhaul
Communicates over cellular, fiber-optic, Ethernet, Wi-Fi and Wi-MAX on public or private networks

FCC compliance
Meets requirements under Part 15 and Part 90 radio technology for a Class A digital device to transfer commands to MTUs

Backwards compatibility
Replaces older style models of the DCU, providing ease of migration to a two-way network



DCU II Specifications

External enclosure	316 stainless steel, NEMA 3R
Internal electronics enclosure	NEMA 4X
Dimensions	22" h x 14" w x 8.25" d
DCU weight	55 lbs.
Nominal Voltage	12VDC
Power consumption	5 watts average
Approval	FCC Part 90, Industry Canada RSS-119

Environmental

Operating temperature -40°C to +70°C;
storage temperature of -40°C to +85°C

Battery

6.9" h x 6.5" w x 4.9" d; weight: 23.3 lbs.;
nominal power: 12 volts; capacity: 26 A-h

STAR Antenna

Two 38.4" antennas spaced 48" apart; weight: 10 lbs.

Solar Panel Option

31.3" h x 26.5" w x 2" d; weight: 18 lbs.;
power output: 65 watts; nominal power: 12 volts

Cellular Technology

GSM /GPRS /HSPA+
CDMA /1xRTT

DCU Features

- Configured for end-to-end, two-way communication with M-TUs over FCC-licensed 450-470-MHz radio frequencies
- Band-pass filters are tuned to a unique frequency, minimizing external interference from other sources
- Designed to provide network redundancy, ensuring read rate needed to achieve 98.5% or higher billing accuracy
- Does not require add-on repeaters or similar devices
- Supports the utility's preferred choice for backhaul communications: cellular, wired or wireless Ethernet, including Wi-Fi, fiber, frame relay and DSL/cable
- Ensures secure transmissions and device access via software and hardware security features including:
 - Message encryption
 - Passphrase for DCU console access
 - DCU door access and tamper notifications
- Provides priority reporting for error conditions
- Maintains time synchronization of endpoints for accurate time stamps for collected data
- Provides diagnostic data for calls, alarms, redundancy, location, battery, temperature, charging current, firmware version and passphrase status
- Configurable communications for scheduled frequency, or always-on listening mode
- Remote firmware upgrades for ease of network management
- Data storage up to 28 days or 600,000 transmissions
- Battery backup and power save mode; provides up to 14 days of operation
- GPS location identification



ACLARA Technologies

10000 1st Street, Suite 200, San Diego, CA 92121 | 619-444-6000 | info@aclara.com

ACLARA represents the utility industry's leading technologies for device networking and communications, data management, analytics, and customer service. Your utility can rely on the ACLARA STAR Select™ network, solutions, and services to improve end-to-end system communications, increase billings and customer satisfaction, and enhance conservation of water resources.

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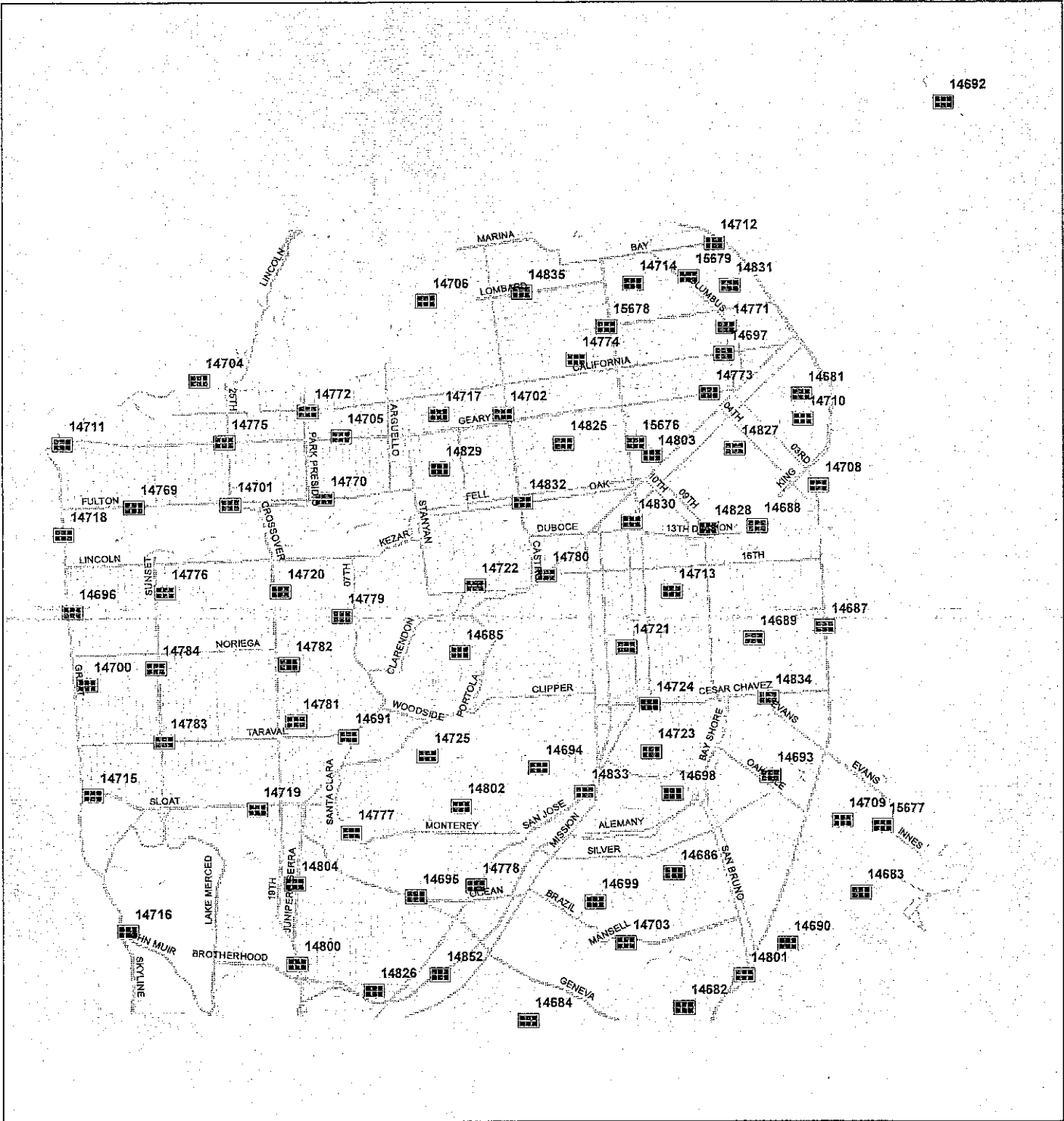
All other trademarks belong to their respective owners.

DCU Number	DCU Name	Address	Location/Detail	DCU Latitude	DCU Longitude	Siren Number	Install Type	Power	IP	Owner	Access	Notes/Issues	Bike Installed (Monthly Start Date)	Date City Received (Monthly Start Date)	Notes (E-File/Forwarding Monthly Start Date)
14775	AAAG	Smith & South	302-10	37.781039	-122.494293		Pole	Solar	10.41.10.54	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14777	AL1170	1375 Monterey	191-15	37.737246	-122.484991		Pole	Solar	10.41.10.55	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14778	392A	San Jose & Sgt. John V. Young	202-20	37.724657	-122.443372		Pole	Solar	10.41.10.56	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14779	219A	8th and Leaven	Street Light 23	37.759444	-122.46552		Pole	Solar	10.41.10.57	DT	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14780	AAAH	Market and New St	Street 88	37.758126	-122.458184	80	Pole	Solar	10.41.10.58	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14781	211A	16th & Seaside	281-7	37.745622	-122.472853		Pole	Solar	10.41.10.59	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14782	SL191	17th Ave & Chaga	Street Light 191-7	37.759293	-122.474264		Pole	Solar	10.41.10.60	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14783	AAAD	36th & Terasal	262-15	37.742249	-122.493947		Pole	Solar	10.41.10.61	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14784	210B	37th Ave & Chaga	192-7	37.751145	-122.485674		Pole	Solar	10.41.10.62	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14800	6	107 Feol	195-20	37.714637	-122.471894		Pole	Solar	10.41.10.63	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14801	301	Wheeler & Rocha	203-25	37.71427	-122.40017		Pole	Solar	10.41.10.64	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14802	AAAF	Terrace & Long Falena	02-7	37.734834	-122.449575		Pole	Solar	10.41.10.65	PE	Street Light	Arrow Board	8/1/2010	10/22/2010	10/21/2015
14803	353	Larkin & Fulton	17-20	37.739465	-122.411552		Pole	Solar	10.41.10.66	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14804	AAAC	Junipero Serra & Lynchburn	71-465-10	37.74668	-122.472846		Pole	Solar	10.41.10.67	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14825	21d	Tuk & Webster	192-15	37.730763	-122.459535		Pole	Solar	10.41.10.68	PE	Street Light		8/1/2010	10/22/2010	10/21/2015
14826	212a	Capitol & Sageson	234-15	37.711332	-122.454463		Pole	Solar	10.41.10.69	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14827	305	8th St. & Fulton	812-25	37.739533	-122.403233		Pole	Solar	10.41.10.70	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14828	B4	Bannan & 8th St.	83-20	37.717457	-122.407351		Pole	Solar	10.41.10.71	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14829	222b	Golden Gate & Wieraga	242-25	37.717271	-122.489579		Pole	Solar	10.41.10.72	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14830	26d	Mission & Plum	1611-15	37.710958	-122.41852		Pole	Solar	10.41.10.73	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14831	307	Sansons & Union	32-10	37.801092	-122.404568		Pole	Solar	10.41.10.74	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14832	303	Divadace & Oak	108-20	37.773263	-122.437045		Pole	Solar	10.41.10.75	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14833	2146	Richard Ave & Alibegon Ave	118-15	37.8092	-122.397186		Pole	Solar	10.41.10.76	PE	Street Light	Block Parking	8/1/2010	10/22/2010	10/21/2015
14834	302	Cesar Chavez & Eureka	213-7	37.749245	-122.405171		Pole	Solar	10.41.10.77	PE	Street Light	Arrow Board	8/1/2010	10/22/2010	10/21/2015
14835	222a	Shiner & Lombard	229-310	37.7199741	-122.4488599	63	Pole	Solar	10.41.10.78	PE	Street Light	Arrow Board week P Programs	8/1/2010	10/22/2010	10/21/2015
14852		Alamy and Nighth	Street 63	37.7198111	-122.447811		Pole	Solar	10.41.10.79	DT	Street Light	Arrow Board	8/1/2010	10/22/2010	10/21/2015
15079		52E Golden Gate		37.700995	-122.418282		Reel	Solar		SFPUC HQ			11/14/2012	11/14/2012	11/15/2017
15077		Innes and Meril		37.753441	-122.378413		Pole	Solar		DT			11/13/2012	11/13/2012	11/15/2017
15078		Franklin and Broadway		37.755585	-122.4241		Pole	Solar		PE			11/14/2012	11/14/2012	11/15/2017
15079		Poyall and Greenwich		37.80209	-122.4112		Pole	Solar		PE			11/14/2012	11/14/2012	11/15/2017

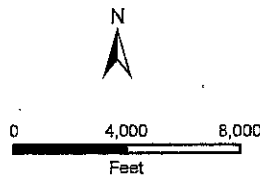


SFPUC Automated Water Meter Program

Data Collection Units - December 2014



The City does not guarantee that the information is accurate or complete. The City provides this information on an "as is" basis and disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.



Source: SFPUC AMI Project, SFPUC Enterprise GIS, 12/30/2014

STAR[®] Utility DCU Extended Warranty

Aclara RF Systems Inc. warrants to the original UTILITY END USER of a STAR[®] Utility Data Collection Unit (DCU) that the DCU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of five (5) years from the date of original product installation. For DCUs purchased by VSI Meter Services, Inc. (VSI) for City under the CS-936 Agreement, the original product shipment date referenced herein shall be the earlier of: (1) the date of DCU acceptance by the City in accordance with the CS-936 Agreement or (2) six months from the date of shipment from Aclara RF Systems Inc. to VSI.

Any STAR[®] Utility DCU manufactured by Aclara RF Systems Inc. that, within the warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, will be repaired or replaced at the option of Aclara RF Systems Inc. without charge to the UTILITY END USER. UTILITY END USER may either;

- 1) Request return authorization from Aclara RF Systems Inc., and return defective DCU for repair. Aclara RF Systems Inc. will be responsible for lowest cost inbound and outbound freight when using shipping method of Aclara RF Systems Inc.'s choice. Should UTILITY END USER request alternative shipping method, UTILITY END USER will be responsible for all excess freight charges. All costs associated with the removal and/or reinstallation of a defective STAR[®] Utility DCU shall be the responsibility of the UTILITY END USER, or
- 2) Request on site repair by Aclara RF Systems Inc., provided UTILITY END USER pays all reasonable Aclara RF Systems Inc. travel expenses. UTILITY END USER must assure reasonable access to the equipment, and shall be responsible for additional costs incurred should Aclara RF Systems Inc. be prevented access at the scheduled time.

Aclara RF Systems Inc. warrants replacement DCU's for the longer of (i) the remaining term of the full warranty period applicable to the STAR[®] Utility DCU repaired or replaced or (ii) six (6) months from the date the repaired STAR[®] Utility DCU or its replacement is returned to UTILITY END USER. Aclara RF Systems Inc. reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR[®] Utility DCU warranty does not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, theft, vandalism, acts of god or repair by unauthorized personnel.

Aclara RF Systems Inc. makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path or required density of STAR[®] Utility DCUs.

Each DCU includes software which is proprietary to Aclara RF Systems Inc. and which is protected by United States Copyright Laws with which the UTILITY END USER must comply. UTILITY END USER has the right to utilize the software in the DCU with the DCU, but UTILITY END USER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara RF Systems Inc. and shall not be disclosed to others.

EXCEPT AS SET FORTH IN THE CS-936 AGREEMENT AND THE SUBCONTRACT BETWEEN ACLARA RF SYSTEMS INC AND VSI METER SERVICES INC., THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED,

The information contained herein is proprietary and confidential to Aclara RF Systems Inc. and shall not be released or disclosed to any third party without prior written approval.

INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA RF SYSTEMS INC. SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA RF SYSTEMS INC. BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA RF SYSTEMS INC. EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

THE WARRANTIES CONTAINED HEREIN MAY NOT BE ALTERED, AMENDED, OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACLARA RF SYSTEMS INC.

STAR[®] MTU Warranty

Basic Warranty

Aclara RF Systems Inc. warrants to the original UTILITY END USER of a STAR[®] Utility Meter Transmission Unit (MTU) that the MTU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of ten (10) years from the date of original product shipment (the "full warranty period"). For MTUs purchased by VSI Meter Services, Inc. (VSI) for City under the CS-936 Agreement, the original product shipment date referenced herein shall be the earlier of: (i) the date of End Point acceptance by the City in accordance with the CS-936 Agreement or (ii) six months from the date of shipment from Aclara RF Systems Inc. to VSI

Any STAR[®] Utility MTU manufactured by Aclara RF Systems Inc. that, within the full warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, when returned to Aclara RF Systems Inc., freight prepaid, will be repaired or replaced at the option of Aclara RF Systems Inc. without charge to the UTILITY END USER. A STAR[®] Utility MTU which has been repaired or replaced by Aclara RF Systems Inc. will be returned to the UTILITY END USER by Aclara RF Systems Inc., freight prepaid. All costs associated with the removal and/or reinstallation of a defective STAR[®] Utility MTU shall be the responsibility of the UTILITY END USER. Aclara RF Systems Inc. warrants replacement MTUs for the longer of (i) the remaining term of the full warranty period applicable to the STAR[®] Utility MTU repaired or replaced or (ii) one year from the date the repaired STAR[®] Utility MTU or its replacement is returned to UTILITY END USER. Aclara RF Systems Inc. reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

Extended Warranty

Subject to the limitations set forth below, Aclara RF Systems Inc., will replace any STAR[®] Utility MTU that, after expiration of the full warranty period but before the expiration of the twentieth (20th) full year after the date of original product shipment (the "extended warranty period"): (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship. The cost of replacement will be prorated in accordance with the following table based on the number years of service before failure:

Years of Service	Replacement Cost Percentage
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The cost of replacement will be calculated by multiplying the applicable replacement cost percentage by the STAR[®] Utility MTU price in effect at the time of replacement. The defective MTU must be returned to Aclara RF Systems Inc. by the UTILITY END USER, freight prepaid; Aclara RF Systems Inc. will pay the freight charges for the return of the replacement to the UTILITY END USER.

All costs associated with the removal and/or reinstallation of a defective STAR® Utility MTU shall be the responsibility of the UTILITY END USER. Aclara RF Systems Inc. warrants MTUs replaced pursuant to the Extended Warranty for ten (10) years (in accordance with the terms of the Basic Warranty) from the date the replacement is returned to the UTILITY END USER. Aclara RF Systems Inc. reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

Excessive MTU Failure Warranty

- 1) Should the Annual Warranty Failure Rate, as defined below, of MTUs supplied by Aclara RF Systems Inc. to VSI for resale to City and Accepted by the City under the CS-936 Agreement exceed 3% of the total number of MTUs installed at the time of calculation (Target failure rate), Aclara RF Systems Inc. will, upon written notice from City of such failure rate, in addition to its other warranty obligations as specified in Appendix H of the CS-936 Agreement and its subcontract with VSI, pay to City:
 - a. For failures that occur during the first five years after End Point acceptance under the CS-936 Agreement, \$30 for each MTU replaced to cover installation-related costs, and
 - b. For failures that occur during years six through 10 after End Point acceptance under the CS-936 Agreement, \$20 for each MTU replaced to cover installation related costs.
- 2) Payment to City for installation-related costs as specified above will be subject to Aclara RF Systems Inc. confirming the defect causing the failures is in accordance with the warranty requirements.

a. The Annual Warranty Failure Rate will be determined on the last day of each calendar year by the following calculation:

$$\text{Failure \%} = \frac{\text{[number of MTUs failed]}}{\text{[Average MTUS installed]}} \times 100$$

Where:

1) [number of MTUs failed] = the total number of MTUs that have been Accepted by the City and confirmed as having failed under warranty for the 12 month period immediately preceding the calculation date.

2) [Average MTUs installed] = the average of the total number of MTUs installed for the calendar year as determined by taking the average of the number of MTUs that are cumulatively installed on the last day of each of the four quarters immediately preceding the calculation date. Thus, for a December 31 calculation date, the average would be the sum of the cumulative number of MTUs installed as of December 31, the previous September 30, June 30 and March 31 divided by four.

The STAR® Utility MTU warranties do not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, repair by unauthorized personnel, or battery life for MTUs that are configured and operated for more than two (2) to four (4) transmissions per day.

Warranties & Service Agreements Document

Aclara RF Systems Inc.

SFPUC 07232009

Aclara RF Systems Inc. makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path of STAR® Utility MTUs.

Each MTU includes software which is proprietary to Aclara RF Systems Inc. and which is protected by United States Copyright Laws with which the UTILITY END USER must comply. UTILITY END USER has the right to utilize the software in the MTU with the MTU, but UTILITY END USER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara RF Systems Inc. and shall not be disclosed to others.

EXCEPT AS SET FORTH IN THE CS-936 AGREEMENT AND THE SUBCONTRACT BETWEEN ACLARA RF SYSTEMS INC AND VSI METER SERVICES INC., THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA RF SYSTEMS INC. SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA RF SYSTEMS INC. BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA RF SYSTEMS INC. EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

PSC# 41426-14/15

 CS 936.B - Software License Agreement between SFPUC and Aclara

APPENDIX I – 1
CS-936B

SOFTWARE LICENSE AGREEMENT
ATTACHMENT TO CS-936A AGREEMENT

This agreement (the "Agreement") is made this sixth day of January, 2010, in the City and County of San Francisco, State of California, by and between: **Aclara RF Systems Inc.**, 30400 Solon Road, Solon, Ohio 44139, hereinafter referred to as "Contractor", and the **City and County of San Francisco**, a municipal corporation, hereinafter referred to as "City", acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the San Francisco Public Utilities Commission wishes to license certain software from Contractor; and,

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

WHEREAS, City has entered into a contract with VSI Meter Services, Inc., (500 West Duttons Mill Rd., Suite 205, Aston PA)(referred to as CS-936A Agreement) to provide an Advanced Meter Infrastructure System which contract specifies the use of Aclara RF Systems Inc.'s STAR Advanced Meter Infrastructure System, and pursuant to the CS-936A Agreement to which this Agreement is attached, and a contract between VSI Meter Services, Inc. and Aclara RF Systems Inc (Contractor), Contractor will supply its proprietary STAR Advanced Meter Infrastructure System to satisfy the obligations of VSI Meter Services, Inc. to City under the CS-936A Agreement; and

WHEREAS, it is essential that City has the right to utilize the Licensed Software so that both, VSI Meter Services, Inc. and Contractor are able to fulfill their obligations under the CS-936A Agreement, and the City may secure the benefits to which it is entitled under the CS-936A Agreement;

WHEREAS, Contractor and City have entered into an Escrow Agreement and Source Code License for the benefit of the City with U.S. Bank National Association, One California Street, Suite 1000, San Francisco, CA 94111, which has agreed to hold copies of the Source Code (as such term is defined in the Escrow Agreement and this document below), and any related documentation, in safekeeping and, upon the occurrence of the events set forth in this Agreement and such Escrow Agreement, to deliver such documentation and Source Code to City; and

WHEREAS, Contractor and City will enter into the Escrow Agreement at or before the time of signing the CS-936A Agreement and this Agreement; and

WHEREAS, this Agreement will survive the expiration of the CS-936A Agreement and continue to be fully enforceable.

Now, THEREFORE, the parties agree as follows:

SPECIFICATIONS The functional and operational characteristics of the Licensed Software as described in Contractor's current published operation manual for the version of the Licensed Software provided to the City.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the San Francisco Public Utilities Commission. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the reasonable judgment of the San Francisco Public Utilities Commission, unless otherwise indicated by the context.

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

The City shall provide Contractor with information and documentary evidence as to the status and approval of any appropriation request related to this Agreement upon Contractor's request.

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

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

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

5. License

a(1). Grant of License. Subject to the terms and conditions of this Agreement, Contractor grants City a non-exclusive and non-transferable perpetual license to use the Licensed Software (the STAR Remote Reading System). City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.

It is expressly agreed that the non-exclusive and non-transferable perpetual license to use the Licensed Software herein granted does not grant City the right to sell, use, rent, market or distribute the STAR Remote Meter Reading System or any part thereof or to use the Source Code or any portion thereof for the benefit of any person or entity other than for City and then only pursuant to provisions of the License and the referenced Escrow Agreement.

In the event that any third party seeks any other information from the City that Contractor has clearly marked as a Trade Secret and "Not to be released without contacting: _____," City shall promptly notify Contractor of such request. Contractor may then seek a protective order or other judicial relief quashing such request. The City shall provide reasonable and necessary cooperation, at Contractor's expense, with obtaining a protective order or other judicial relief with respect to the information request. This cooperation shall be limited to non-legal support such as providing a copy of the request for information, if any, and descriptions of what the City intends to disclose in response to the request.

(ii) The obligations set forth in paragraph 5(a)(3) shall not apply, or shall terminate, with respect to any particular portion of the Source Code or other information clearly marked Trade Secret and "Not to be released without contacting: _____," which:

(a) was in the possession of City, free of any obligation of confidence, prior to its receipt from Licensor or Escrow Agent;

(b) is already in the public domain at the time Licensor or Escrow Agent communicates it to City, or becomes available to the public through no breach of this Agreement by City;

(c) is received independently from a third party free to disclose such information to City;

(d) is disclosed by City to a third party, with the express prior written permission of Licensor;

(iii) Licensee agrees that it shall require any employee, agent or contractor who will have access to the Source Code to treat as secret and confidential all aspects of the Source Code subject to this Agreement except as required for the use, modification or upgrade of the software as provided by the terms of the Agreement.

a(4). Enforcement. In the event of a breach by City of any of the provision listed in section 5(a)(3) of this Agreement, Licensor shall be entitled, in addition to any of its available rights at law, to seek immediate injunctive relief to obtain a temporary restraining order restraining City from the commission of any such breaches or threatened breaches, as well as any other injunctive relief to which it may be entitled. Nothing herein contained shall be construed as prohibiting Licensor from pursuing any other remedy or remedies available to it for such breach or threatened breach, including recovery of money damages.

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

c. Use on other than Designated CPU or Site. A back-up or replacement CPU or multiple CPUs or CPU(s) with multi-core processors may be used as a substitute for a Designated CPU at any time.

For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software in its municipal operations, City may make one copy of the Licensed Software for archival purposes and use such archival copy on a CPU other than the Designated CPU, or at a site other than the Designated Site, so long as such alternative CPU or site is controlled by City. The use of such

Section 12 of this Agreement, then City shall be entitled to terminate this License in accordance with the procedures specified in Section 30(b) herein, and shall be entitled to a full refund of the license fee and any and all interface(s) payments. Upon such termination, City shall cease any and all use of Licensed Software and shall provide written notice of such to Contractor.

8. Left Blank by Agreement of the Parties.

9. Contractor's Default. Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Contract may be terminated by City upon thirty (30) days' written notice with the Contractor having the opportunity to cure the default within this thirty day period. Such termination does not waive any other legal remedies available to City.

If the City elects to cure or cause to be cured on behalf of Contractor any event of Default, Contractor shall pay to City on demand all reasonable costs and expenses incurred by City in effecting such cure up to the limit of liability set forth in Section 25 of this Agreement, 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 default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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. Contractor's obligations and liabilities to the City under this Agreement are separate obligations and liabilities and Contractor shall pay amounts due and owing to City under this Agreement without regard to Contractor's obligations and liabilities under other contracts.

10. Maintenance and Support

a. Maintenance and Support Services. After Acceptance of the Licensed Software and subject to the terms, conditions, and charges set forth in this Section, Contractor will provide City with maintenance and support services for the Licensed Software as follows: (i) Contractor will provide such assistance as necessary to cause the Licensed Software to perform in accordance with the Specifications; (ii) Contractor will provide, for City's use, whatever improvements, enhancements, extensions and other changes to the Licensed Software Contractor may develop, (iii) Contractor will update the Licensed Software, as required, to cause it to operate under new versions or releases of the operating system specified in the Authorization Document so long as such updates are made generally available to Contractor's other Licensees, and (iv) telephone support services from 6:00 A.M. to 6:00 P.M. Pacific Time Zone.

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

Software shall conform and operate to the functions and System Warranty outlined in the CS-936 Agreement.

13. Infringement Indemnification. If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed Software or Contractor's Interfaces infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed Software or Contractor's Interfaces constitute Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement. Subject to Contractor's obligation to reimburse City's reasonable costs of same, City agrees to assist Contractor in the defense of the Claim by providing information and witnesses, as needed to the extent there is no material conflict of interest.

In the event a final injunction is obtained against City's use of the Licensed Software or Contractor's Interfaces by reason of Infringement, or in Contractor's opinion City's use of the Licensed Software or Contractor's Interfaces is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed Software or Contractor's Interfaces as contemplated hereunder, (b) replace the Licensed Software or Contractor's Interfaces with a non-infringing, functionally equivalent substitute software or interfaces, or (c) suitably modify the Licensed Software or Contractor's Interfaces to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed Software or Contractor's Interfaces. If none of these options is reasonably available to Contractor, then City may terminate this Agreement for default immediately and upon written notice to Contractor in accordance with Sections 9 and 30(b).

Any unauthorized modification or attempted modification of the Licensed Software or Contractor's Interfaces by City or any failure by City to implement any improvements or updates to the Licensed Software or Contractor's Interfaces, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the Licensed Software or Contractor's Interfaces with products or data of the type for which the Licensed Software or Contractor's Interfaces were neither designed nor intended to be used or for any permitted modifications developed by City, and not performed by Contractor, pursuant to Section 5(g) above.

contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. 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. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

18. Taxes. Contractor pricing is exclusive of taxes. Payment of any taxes, including possessory interest taxes, and California sales and use taxes, but excluding any taxes based upon or related to Contractor's income, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the City provided, however, that Contractor will remit such tax payments on behalf of the City after invoicing the City separately and receiving payment for such taxes.

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

20. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor.

21. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to Contractor, its employees, City employees or third parties, or to property belonging to any of the above pursuant to Section 24 below.

22. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor 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

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

d. Contractor or carrier 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 reasonably 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.

25. Incidental and Consequential Damages; Limitation of Liability.

a. Contractor shall have no liability to City for any type of special, consequential or incidental damages arising out of or connected with Contractor's work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension or cancellation of the Work or this Agreement, and negligence or strict liability by Contractor. This limit of liability shall **not** apply to or limit (i) Contractor's liability for fraud; (ii) Contractor's liability for third party claims; (iii) Contractor's obligation to indemnify and defend City for third party claims of intellectual property infringement as specified in Section 13 above, (iv) Contractor's liability for statutory damages imposed by the City upon Contractor under the City Ordinances and City Municipal Codes specified in this Agreement.

b. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, CONTRACTOR'S MAXIMUM LIABILITY TO CITY, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY, OR ANY OTHER THEORY OF RECOVERY AT LAW OR IN EQUITY FOR DAMAGES OF ANY KIND SHALL BE THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000.00). CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) STATUTORY DAMAGES IMPOSED BY THE CITY UPON CONTRACTOR UNDER CITY ORDINANCES AND CITY CODES SPECIFIED IN THIS AGREEMENT AND (2) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY FOR THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, AS SPECIFIED IN SECTION 13. CONTRACTOR'S OBLIGATIONS AND LIABILITIES TO THE CITY UNDER THIS AGREEMENT ARE SEPARATE OBLIGATIONS AND LIABILITIES AND CONTRACTOR SHALL PAY AMOUNTS DUE AND OWING TO CITY UNDER THIS AGREEMENT WITHOUT REGARD TO CONTRACTOR'S OBLIGATIONS AND LIABILITIES UNDER OTHER CONTRACTS.

26. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 14 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

27. Nondisclosure. City agrees that it shall treat the Licensed Software with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the Licensed Software is received by the City until the license is terminated as provided herein. The obligations of the City set forth above, however, shall not apply to the Licensed Software, or any portion thereof, which:

- (1) is now or hereafter becomes publicly known;
- (2) is disclosed to the City by a third party which the City has no reason to believe is not legally entitled to disclose such information;
- (3) is known to the City prior to its receipt of the Licensed Software;
- (4) is subsequently developed by the City independently of any disclosures made hereunder by Contractor;
- (5) is disclosed with Contractor's prior written consent;

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

- | | |
|---|--|
| 5(a)(3) Confidentiality and Non-disclosure. | |
| 13. Infringement Indemnification. | 27. Nondisclosure. |
| 17. Submitting False Claims; Monetary Penalties. | 28. Proprietary or Confidential Information of City |
| 18. Taxes. | 29. Protection of Private Information. |
| 19. Payment Does Not Imply Acceptance of Work. | 36. Sunshine Ordinance. |
| 21. Responsibility for Equipment. | 39. Non-Waiver of Rights. |
| 22. Independent Contractor; Payment of Taxes and Other Expenses | 40. Modification of Agreement |
| 23. Insurance | 41. Administrative Remedy for Agreement Interpretation |
| 24. Indemnification and General Liability. | 42. Agreement Made in California; Venue. |
| 25. Incidental and Consequential Damages. | 43. Construction |
| 26. Liability of City. | 44. Entire Agreement. |

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

To City: Emma S. Woo, IT Manager
1155 Market St., 10th Floor
San Francisco, CA 94103

Copy to: Heather Pohl, AMI Project Manager
1145 Market St., 4th Floor
San Francisco, CA 94103

To Contractor: Richard Riccardi, Executive Vice President
Aclara RF Systems Inc.
30400 Solon Road
Solon, OH 44139

Copy to: Alyson S. Barclay, Esq.
Senior Vice President and General Counsel
ESCO Technologies Inc.
9900A Clayton Road
St. Louis, MO 63124-1186

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

32. **Bankruptcy.** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate

acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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

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

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

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

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

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

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

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

49. 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.

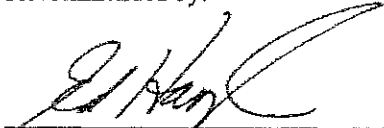
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

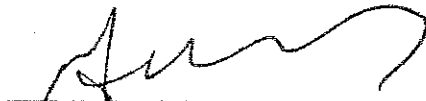
CONTRACTOR

Recommended by:

Aclara RF Systems Inc.



Ed Harrington
General Manager
San Francisco Public Utilities Commission

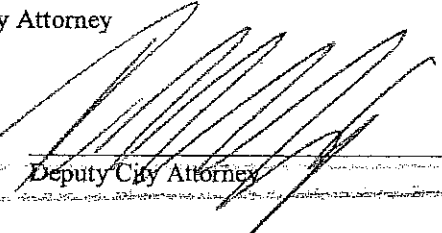
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Richard Riccardi
Executive Vice President
Aclara RF Systems Inc.

City vendor number: 81895

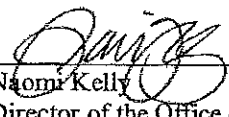
Approved as to Form:

Dennis J. Herrera
City Attorney

By 


Deputy City Attorney

Approved:

 JK

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

PSC# 41426-14/15

 CS 936.C - Software Maintenance Agreement between SFPUC and Aclara

APPENDIX I - 2
CS-936C

SOFTWARE MAINTENANCE ATTACHMENT
ATTACHMENT TO CS-936A AGREEMENT

This Software Maintenance Attachment ("Attachment") is appended to the **CS-936B Software License Agreement and CS-936A Agreement** between the City and County of San Francisco ("City") and **Aclara RF Systems Inc.** ("Contractor"), dated January 6th, 2010. The terms and conditions of this Attachment are referenced in and incorporated into the **Software License Agreement** between City and Contractor. City and Contractor agree that the terms and conditions of this Attachment cover support and maintenance services to be provided by Contractor to City, for the computer programs and user manuals listed in Exhibit A to this Agreement.

WHEREAS, the San Francisco Public Utilities Commission has licensed certain software from Contractor; and,

WHEREAS, City has entered into a contract with VSI Meter Services, Inc., (500 West Duttons Mill Rd., Suite 205, Aston PA)(referred to as CS-936A Agreement) to provide an Advanced Meter Infrastructure System which contract specifies the use of Aclara RF Systems Inc.'s STAR Advanced Meter Infrastructure System, and pursuant to the CS-936A Agreement to which this Agreement is attached, and a contract between VSI Meter Services, Inc. and Aclara RF Systems Inc (Contractor), Contractor will supply its proprietary STAR Advanced Meter Infrastructure System to satisfy the obligations of VSI Meter Services, Inc. to City under the CS-936A Agreement; and

WHEREAS, VSI Meter Services, Inc. has agreed to fully warrant the software and maintenance of such software, including enhancements and correction of defects, during the Turnkey Installation Period and Contractor Warranty and Guarantee Period, as contained in the CS-936A Agreement.

Now, THEREFORE, the parties agree as follows:

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

CONSUMER PRICE INDEX	Annual twelve month percent change for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers, as provided by the US Department of Labor, Bureau of Labor Statistics. Specifically, report criteria should be for the area of San Francisco-Oakland-San Jose, CA, include all items, and should not be seasonally adjusted.
CS-936A AGREEMENT	Agreement between City and VSI Meter Service providing for the furnishing and installation of an Advanced Meter Infrastructure System to the San Francisco Public Utilities Commission (SFPUC).
EFFECTIVE DATE	Date upon which the one year warranty under the License Software Agreement has expired and Controller has certified to the availability of funds.

ERRORS, DEFECTS AND MALFUNCTIONS

Either a deviation between the function of the Software and the documentation furnished by Contractor for the Software, or a failure of the Software which degrades the use of the Software.

FIX

Repair or replacement of source, object or executable code in the Software to remedy an Error, Defect or Malfunction.

INTERFACE

A method of transferring data and data updates between the AMI system and the SFPUC's Customer Information System (CIS), Maximo System and the Power Enterprise's Meter Data Management System (MDMS).

MAINTENANCE AGREEMENT

This Software Maintenance Attachment and Software License Agreement, which together specify the terms and conditions for the correction of software Errors, Defects and Malfunctions in the Software, for the provision of Upgrades to the Software, and for the provision of Support Services to end users of the Software.

PATCH

Temporary repair or replacement of code in the Software to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in Subsequent Releases of the Software.

PRIORITY CATEGORY

A priority assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

PRIORITY PROTOCOL

Based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.

SOFTWARE

Licensed programs, optional Interfaces developed by or with Aclara and installed by the City, and associated documentation licensed to City by **Aclara RF Systems Inc.**, as listed in Appendix A, any modification or Upgrades or modifications to the program(s) provided under this Maintenance Agreement.

SPECIFICATIONS

The functional and operational characteristics of the Licensed Software as described in Contractor's current published operation manual for the version of the Licensed Software provided to the City.

SUBSEQUENT RELEASE

A release of the Software for use in a particular operating environment which supersedes the Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Software Maintenance Attachment. Multiple Subsequent Releases may be supported by Contractor at any given time.

SUPPORT SERVICES	The Software support service required under this Maintenance Agreement. Support Services include correcting an Error, Defect or Malfunction; providing telephone and/or online support concerning the installation and use of the Software; training in the installation and use of the Software; on-site consulting and application development services; detection, warning and correction of viruses and/or disabled/disabling code if any of the foregoing are introduced by Contractor to AMI system.
UPGRADE	Either an enhancement to the Software code to add new features or functions to the system or software programming revisions containing corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor.
WARRANTY PERIOD	A one year period commencing after the download of the Software and at the time of acceptance of the Software product during which reported Errors, Defects and Malfunctions for Software products are corrected without charge in accordance with the provisions below.
WARRANTY PERIOD FOR UPGRADES AND FIXES	Upgrades and fixes shall be warranted for a one year period commencing with the download of the upgrade or fix, during which reported Errors, Defects and Malfunctions for these upgrades and fixes are corrected without charge in accordance with the provisions below.
WORKAROUND	A change in the procedures followed or end user operation of the software to avoid an Error, Defect or Malfunction without significantly impairing functionality or degrading the use of the Software.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the **Public Utilities Commission** in its reasonable discretion. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the reasonable judgment of the **Public Utilities Commission**, unless otherwise indicated by the context.

2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Maintenance 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 City's Controller, and any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Maintenance Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Maintenance Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

The City shall provide Contractor with information and documentary evidence as to the status and approval of any appropriation request related to this Agreement upon Contractor's request.

THIS SECTION SHALL CONTROL AGAINST ANY AND ALL OTHER PROVISIONS OF THIS MAINTENANCE AGREEMENT.

3. Term of the Maintenance Agreement. Subject to Section 2, the term of this Maintenance Agreement shall be from the date the Software is accepted for a period of twenty-four (24) months, with eighteen (18) one year options to renew at the sole and absolute discretion of City.

4. City's Payment Obligation. The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30-day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Maintenance Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. The first year after the acceptance of the Software shall be the Warranty Period and shall be free of charge. The cost for annual maintenance for the second year shall not exceed thirty thousand dollars and no cents (\$30,000.00). The cost for annual maintenance in subsequent years shall not exceed thirty thousand dollars and no cents (\$30,000.00), subject to the cost escalation provision provided later in this section.

The annual costs of Maintenance and Support shall be fixed for the first and second years of the Agreement. After the second year, if Contractor requests an increase in annual Maintenance and Support charges, Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the applicable maintenance period. Annual Maintenance and Support charges shall not increase more than once at the anniversary date of the Agreement and not more than the last published Consumer Price Index of the calendar year immediately prior to such increase, subject to the cost sharing provision provided later in this section.

The City may request additional technical support services at its sole and absolute discretion. In the event City chooses to exercise such option, it shall issue a notice to proceed with the excess technical support. Such technical support services that are in excess of the standard Maintenance and Support services, will be billed at a rate of \$150/hour and are subject to prior written approval. These charges may not increase by more than the last published Consumer Price Index of the calendar year immediately prior to such increase. Contractor may charge for reasonable travel expenses per CONUS Guidelines for on-site services. In the event that the Consumer Price Index increases more than three percent (3%) per year then, with respect to related increases in charges under this Agreement, the City shall bear the first 3% of the increase, Contractor shall bear the second 3% of the increase (i.e., 3-6%) and the parties shall equally bear any increase above 6%. If increases in costs require an adjustment to the not to exceed amount of this Agreement, no increases will take effect until the Agreement is modified in accord with section 35 (Entire Agreement; Modifications). The cost for excess technical support services shall not exceed thirty thousand dollars and no cents (\$30,000.00).

In no event shall the total amount of this Agreement exceed sixty thousand dollars and no cents (\$60,000.00).

5. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the

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contract unless the Maintenance Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the Maintenance Agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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

7. Submitting False Claims; Monetary Penalties. If Contractor commits any of the following acts, Contractor shall be liable to the City for three times the amount of damages that the City sustains because of Contractor's acts. If Contractor commits any of the following acts Contractor shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim: (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. (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.

8. Taxes. Contractor pricing is exclusive of taxes. Payment of any taxes, including possessory interest taxes, and California sales and use taxes, but excluding any taxes based upon or related to Contractor's income, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the City provided, however, that Contractor will remit such tax payments on behalf of the City after invoicing the City separately and receiving payment for such taxes.

9. Scope of Service Coverage

a. Contractor shall provide Support Services and provide Upgrades during the term of this Maintenance Agreement for the Software.

b. During the term of this Maintenance Agreement, Contractor will furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on the City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

(1) Priority 1: An Error, Defect or Malfunction which renders the Software inoperative; or causes the Software to fail catastrophically.

(2) Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Software, but does not prohibit the City's use of the Software.

(3) Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Software.

c. Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

(1) Priority 1 Protocol: Within two hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.

(2) Priority 2 Protocol: Within four hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software maintenance release.

(3) Priority 3 Protocol: Contractor may include a Fix or Patch in the next Software major release.

10. Hotline Support. Contractor shall provide remote access hotline support to City to help City answer routine questions with respect to the use of the Software. Contractor also shall provide remote access hotline support to City to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions. Hotline support shall be made available by phone between the hours of 6 a.m. and 6 p.m. Pacific time Monday through Friday, except legal holidays. Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in a Software Product.

11. City Responsibilities Related to Support. City shall use reasonable efforts to make available to Contractor reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the Software Product and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services. Unless otherwise agreed in writing between City and Contractor, City shall be responsible for: (i) the interface between the Software and other software products downloaded on City equipment; (ii) downloading, managing and operating any Software delivered under this Maintenance Agreement; and (iii) developing, implementing, and managing information backup procedures for the system so that data may be recovered after a data loss event.

12. 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 the Contractor to replace work,

equipment, or materials that do not comply with the Specifications even though the non-compliant 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 did not conform to the Specifications or other requirements of this Maintenance Agreement may be rejected by City and in such case must be replaced by Contractor without delay in accordance with the applicable warranty provisions.

13. Qualified Personnel. Work under this Maintenance 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 assign adequate personnel resources to provide the level of service within the response times specified in this Maintenance Agreement.

14. 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.

15. 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 Maintenance 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 Maintenance 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 Maintenance 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 Maintenance 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 Maintenance 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 Maintenance 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 Maintenance 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 Maintenance Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

16. Insurance

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

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

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

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

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

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

d. Contractor or carrier 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.

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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 reasonably 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.

17. Indemnification and General Liability; Incidental and Consequential Damages; Limitation of Liability.

a. **Indemnification and General Liability.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's negligent acts or omissions, breach of this Agreement, illegal act, malfeasance, willful misconduct, or violation of law even in the event that Contractor and the City are jointly liable for such claim, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the sole negligence or willful misconduct of any person or persons indemnified hereunder. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any third party claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor's liability for (i) insured claims in excess of the amount of insurance coverages required under this Agreement or (ii) other claims for which insurance does not apply or for which there are no insurance coverages required under this Agreement shall be limited to the extent of Contractor's negligence, willful misconduct or other breach of duty.

The City shall provide to Contractor prompt written notice after receipt of any claim, action or demand (a "Claim") made by a third party against the City, provided, however, that no delay on the part of City in notifying Contractor shall relieve Contractor from any obligation hereunder unless (and then solely to the extent) Contractor thereby is prejudiced. Contractor shall obtain the City's consent for Contractor's choice of counsel and such consent shall not be unreasonably withheld or delayed, such that any responsive pleadings may be timely filed, and in every instance, within thirty days after City has given notice of the Claim, and provided further that City may retain separate co-counsel and participate in the defense of the Claim. If the interests of Contractor and the City conflict and counsel chosen by Contractor cannot, in City's reasonable opinion, adequately represent both City and the Contractor, then the cost and expense associated with City retaining separate co-counsel shall be borne by Contractor, otherwise, the cost and expense of separate co-counsel retained by City pursuant to this paragraph shall be

borne by City. Subject to Contractor's obligation to reimburse City's reasonable costs of same, City agrees to assist Contractor in the defense of the Claim by providing information and witnesses, as needed to the extent there is no material conflict of interest.

So long as Contractor has assumed and is conducting the defense of the Claim in accordance with the preceding paragraph, (i) Contractor will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of City, which consent shall not be unreasonably withheld, unless the judgment or proposed settlement involves only the payment of money damages by Contractor and does not impose any obligation upon City and in connection with such settlement, Contractor obtains the full and complete release of City, and (ii) City will not consent to the entry of any judgment or enter into any settlement without the prior written consent of Contractor, which consent shall not be unreasonably withheld. If Contractor does not assume and conduct the defense of the Claim as required above, (i) City may defend against, and consent to, the entry of any judgment or enter into any settlement with respect to Claim in any manner it reasonably may deem appropriate, and City need not consult with, or obtain any consent from, Contractor, and (ii) Contractor will remain responsible for any losses City may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Claim to the fullest extent provided in this Section.

b. Incidental and Consequential Damages; Limitation of Liability.

(1) Contractor shall have no liability to City for any type of special, consequential or incidental damages arising out of or connected with Contractor's work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension or cancellation of the Work or this Agreement, and negligence or strict liability by Contractor. This limit of liability shall not apply to or limit (i) Contractor's liability for fraud; (ii) Contractor's liability for third party claims; (iii) Contractor's obligation to indemnify and defend City for third party claims of intellectual property infringement as specified in Section 13 above, (iv) Contractor's liability for statutory damages imposed by the City upon Contractor under the City Ordinances and City Municipal Codes specified in this Agreement.

(2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, CONTRACTOR'S MAXIMUM LIABILITY TO CITY, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY, OR ANY OTHER THEORY OF RECOVERY AT LAW OR IN EQUITY FOR DAMAGES OF ANY KIND SHALL BE THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000.00). CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) STATUTORY DAMAGES IMPOSED BY THE CITY UPON CONTRACTOR UNDER CITY ORDINANCES AND CITY CODES SPECIFIED IN THIS AGREEMENT AND (2) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY FOR THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, AS SPECIFIED IN SECTION 13. CONTRACTOR'S OBLIGATIONS AND LIABILITIES TO THE CITY UNDER THIS AGREEMENT ARE SEPARATE OBLIGATIONS AND LIABILITIES AND CONTRACTOR SHALL PAY AMOUNTS DUE AND OWING TO CITY UNDER THIS AGREEMENT WITHOUT REGARD TO CONTRACTOR'S OBLIGATIONS AND LIABILITIES UNDER OTHER CONTRACTS.

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18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS MAINTENANCE AGREEMENT SHALL BE LIMITED TO THE PAYMENT OBLIGATION PROVIDED FOR IN SECTION 4 OF THIS MAINTENANCE AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS MAINTENANCE 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 MAINTENANCE AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS MAINTENANCE AGREEMENT.

19. Default. Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the City, this Maintenance Agreement may be terminated by the City upon thirty (30) days' written notice with the Contractor having the opportunity to cure the default within this thirty (30) day period. Such termination does not waive any other legal remedies available to the City.

20. Support Service Term and Termination for Convenience

a. Commencement. Support Services for the Software begin on the Effective Date for the Software.

b. Termination for Cause by the City. In the event Contractor fails to perform any of its obligations under the CS-936A Agreement, the Software License Agreement or this Maintenance Agreement, this Maintenance Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after thirty (30) days advance written notice to Contractor with Contractor having the right to cure any such failure during this 30-day period. In the event of such termination, Contractor will be paid for those services performed under this Maintenance Agreement to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any costs City has or will incur due to Contractor's non-performance. Any such offset by City will not constitute waiver of any other remedies City may have against Contractor for financial injury or otherwise.

c. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Maintenance Agreement, at any time during the term thereof, for City's convenience and without cause by giving Contractor thirty days written notice of such termination. In the event of such termination, (i) the annual maintenance fee paid to Contractor will be non-refundable, and (ii) Contractor will be paid for any reasonable and necessary expenses incurred in excess technical support services requested by the City, in writing, up to and including the effective date of termination such as travel costs for any on-site service provided except as expressly excluded below. In no event will City be liable for costs incurred by Contractor after receipt of notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Maintenance Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not authorized or reasonable under this section.

d. Termination by Contractor. Contractor shall have the right to terminate this Agreement if City is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of ninety days after receipt of written notice from Contractor; provided, however, that Contractor shall provide a second written notice to City at least ten days prior to the effective date of termination of this Agreement with the City having the opportunity to cure any delinquency during any of the foregoing periods or, to terminate this Agreement if City commits any other material breach of this

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Agreement and fails to remedy such breach within thirty days after receipt of written notice by Contractor of such breach.

21. Rights and Duties Upon Termination or Expiration. This Section and the following Sections of the Maintenance Agreement shall survive termination or expiration of this Maintenance Agreement:

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| 7. Submitting False Claims; Monetary Penalties. | 25. Audit and Inspection of Records. |
| 8. Taxes. | 26. Subcontracting. |
| 12. Payment Does Not Imply Acceptance of Work. | 27. Assignment. |
| 14. Responsibility for Equipment. | 31. Sunshine Ordinance. |
| 15. Independent Contractor; Payment of Taxes and Other Expenses | 34. Provisions Controlling. |
| 16. Insurance | 35. Entire Agreement; Modifications |
| 17. Indemnification. | 37. Non-Waiver of Rights. |
| | 38. Governing Law. |
| | 41. Protection of Private Information. |

Subject to the immediately preceding sentence, upon termination of this Maintenance Agreement prior to expiration of the term specified in Section 3, this Maintenance Agreement shall terminate and be of no further force or effect. Contractor shall 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 Maintenance Agreement, and any completed or partially completed work which, if the Maintenance Agreement had been completed, would have been required to be furnished to the City promptly after City has made payment for the foregoing items. This subsection shall survive termination of this Maintenance Agreement.

22. Conflict of Interest. Through its execution of this Maintenance Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental 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 Maintenance Agreement.

23. Proprietary or Confidential Information of City.

a. Contractor understands and agrees that, in the performance of the work or services under this Maintenance 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 this Maintenance Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent software developer would use to protect its own proprietary data.

b. The City understands and agrees that the City may have access to trade secrets or other non-public technical information (collectively "Trade Secrets") which may be owned or controlled by Contractor and that disclosure of such Trade Secrets may be damaging to Contractor. The City agrees that all Trade Secrets disclosed by Contractor and clearly marked as a Trade Secret and "Not to be released without contacting: _____" by Contractor shall be held in confidence, subject to all state and federal freedom of information laws and the San Francisco Administrative Code section

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67.24(e), and except as required to perform and fulfill the requirements of the Contract. The marking requirement specified above applies to all Trade Secrets of Contractor.

The obligations set forth in the paragraph above shall not apply, or shall terminate, with respect to any document clearly marked Trade Secret and "Not to be released without contacting: _____," which:

- (1) was in the possession of City, free of any obligation of confidence, prior to its receipt from Licensor or Escrow Agent;
- (2) is already in the public domain at the time Licensor or Escrow Agent communicates it to City, or becomes available to the public through no breach of this Agreement by City;
- (3) is received independently from a third party free to disclose such information to City;
- (4) is disclosed by City to a third party, with the express prior written permission of Licensor;

c. In the event that any third party seeks information from the City that Contractor has clearly marked as a Trade Secret and "Not to be released without contacting: _____," City shall promptly notify Contractor of such request. Contractor shall then seek a protective order or other judicial relief quashing such request. The City shall provide reasonable and necessary cooperation, at Contractor's expense, with obtaining a protective order or other judicial relief with respect to the information request. This cooperation shall be limited to non-legal support such as providing a copy of the request for information, if any, and descriptions of what the City intends to disclose in response to the request.

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

To City: Emma S. Woo, IT Manager
1155 Market St., 10th Floor
San Francisco, CA 94103

Copy to: Heather Pohl, AMI Project Manager
1145 Market St., 4th Floor
San Francisco, CA 94103

To Contractor: Richard Riccardi,
Executive Vice President
Aclara RF Systems Inc.
30400 Solon Road
Solon, OH 44139

Copy to: Alyson S. Barclay, Esq.
Senior Vice President and General Counsel
ESCO Technologies Inc.
9900A Clayton Road

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

25. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, at City's expense, during regular business hours, accurate books and accounting records relating to its work under this Maintenance 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 Maintenance Agreement, whether funded in whole or in part under this Maintenance Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Maintenance Agreement or until after final audit has been resolved, whichever is later. In the event that Contractor deems any document confidential due to it being a Trade Secret, Contractor shall assert such confidentiality at the time of audit. The State of California or any federal agency having an interest in the subject of this Maintenance Agreement shall have the same rights conferred upon City by this Section.

26. Subcontracting. Contractor is prohibited from subcontracting this Maintenance Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Maintenance 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.

27. Assignment. The services to be performed by Contractor are personal in character and neither this Maintenance 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 Maintenance Agreement.

28. 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.

29. Drug-Free Workplace. 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 the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

30. 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 Maintenance 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 Maintenance 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 Maintenance Agreement.

31. Sunshine Ordinance.

A. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, Contractors' bids, responses to RFPs 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's 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.

B. In the event that any third party seeks information from the City that Contractor has clearly marked as a Trade Secret and "Do not release before contacting: _____," City shall promptly notify Contractor of such request. Contractor may then seek a protective order or other judicial relief quashing such request. The City shall provide reasonable and necessary cooperation, at Contractor's expense, with obtaining a protective order or other judicial relief with respect to the information request. This cooperation shall be limited to non-legal support such as providing a copy of the request for information, if any, and descriptions of what the City intends to disclose in response to the request.

32. 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 Maintenance 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 Maintenance Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this section.

33. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulation of the City and of all state, and federal laws in any manner affecting the performance of this Maintenance 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.

34. Provisions Controlling. Contractor agrees that in the event of conflicting language between this "Software Maintenance Attachment" and Contractor's printed form, the provisions of this "Software Maintenance Attachment" shall take precedence.

35. Entire Agreement; Modifications. The Maintenance Agreement, together with CS-936A Agreement, the Appendices and/or Exhibits hereto, constitutes the entire Maintenance Agreement between the parties and this Maintenance Agreement may not be modified, nor may any of its terms be waived, except by written instrument executed and approved in the same manner as this Maintenance Attachment. All agreements between the parties are included herein and no promises or statements have been made by either party unless endorsed hereon in writing. No change or waiver of any provisions hereof shall be valid unless made in writing with the consent of both parties and executed in the same manner as this Maintenance Agreement. Should the application of any provision of this Maintenance 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 Maintenance 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. Subject to the specific provisions of this Maintenance Agreement, this Maintenance Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

36. Force Majeure. Contractor shall not be liable for failure to maintain Software when such failures are due to causes beyond its reasonable control, such as acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, care shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities, and in such event Contractor shall perform as soon as such cause is removed.

37. Non-Waiver of Rights. The waiver by either party of any breach by either party of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

38. Governing Law. This formation, interpretation and performance of this Maintenance 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 Maintenance Agreement shall be in state and federal court located in San Francisco.

39. Construction. All section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Maintenance Agreement.

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

41. 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.

42. 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 Maintenance Agreement shall constitute a material breach of this Maintenance Agreement.

43. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Maintenance Agreement as though fully set forth. This provision is a material term of this Maintenance Agreement. By entering into this Maintenance Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Maintenance 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.

44. 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.

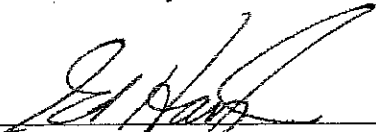
IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on the day first mentioned above.

CITY

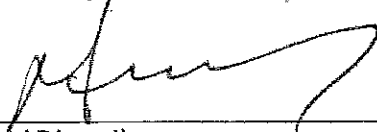
CONTRACTOR

Recommended by:

Aclara RF Systems Inc.



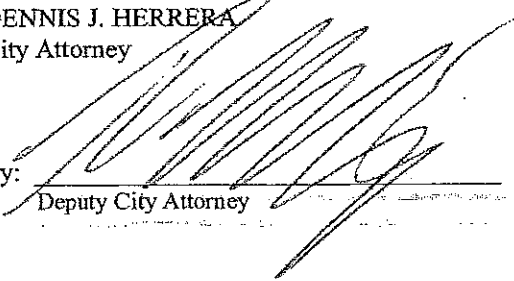
Ed Harrington
General Manager
San Francisco Public Utilities Commission

 75


Richard Riccardi
Executive Vice President
Aclara RF Systems Inc.

Approved as to Form:

City vendor number: 81895

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

Approved:

for 

Naomi Kelly
Director of Office of Contract Administration/
Purchaser

Appendix A

Contractor shall provide maintenance and support of the Licensed Software and Interfaces supplied by Contractor.

Under the terms of this Agreement, Contractor shall:

- **Supply released updates and patches of the STAR® System Licensed Software. These updates and patches will be downloaded and installed remotely by a VPN connection. All user manuals and Documentation will be updated accordingly.**
- **Supply documentation and remote training for released updates of the STAR® System.**
- **Download and supply Documentation for Interfaces.**
- **Supply written confirmation of any changes, updates or patches provided under this Agreement.**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN – ADM Dept. Code: ADM

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Online Grant Application and Management System for Arts Grants

Funding Source: General Fund PSC Duration: 4 years 50 weeks
PSC Amount: \$145,000 PSC Est. Start Date: 05/01/2015 PSC Est. End Date: 04/15/2020

1. Description of Work

A. Scope of Work:

The contractor will use propriety software to provide and maintain an end-to-end web-based management system and subscription based platform for up to 750 users which will include staff members of the Arts Commission and Grants for the Arts as well as staff members from grant applicant organizations and individual artists

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

Currently the Arts Commission and Grants for the Arts operate independently in their grant processing, and the work is not done on line. It is time consuming for arts organizations to apply to each for grants, and grants processing is cumbersome. Approval for this service will improve efficiency and accuracy and allow grant applicants an easier way to apply for funds and for City staff to review them and make payments to successful grantees.

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 not been provided in the past.

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

2. **Union Notification:** On 01/05/2015, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43728 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 03/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The vendor will need experience with web development, database coding for both back-end and user side, and have experience creating such a product for a government agency. The vendor will also need to be able to train users with a wide-range of experience using computers, databases and websites. City Staff will be more adept at these tasks; the arts community will have users who range from expert-level to those who rarely use computers. The vendor will need to be able to train all levels.

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

1061,1062,1063,1064,1091,1092,1093,1094,1095,

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

Yes. The website and database will be hosted on the contractor's servers.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes do not have the breadth of expertise require.

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

No. This is a one time project. There may be updates years from now, but adopting a new class is not appropriate.

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? Approximately four hours of training on the new system will be provided to	<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 02/25/2015 BY:

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: One Carlton B. Goodlett Place, Room 362 San Francisco, CA 94102

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Monday, January 05, 2015 2:40 PM
To: Lubamersky, Joan (ADM); richardisen@gmail.com; L21PSCReview@ifpte21.org; Lubamersky, Joan (ADM); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43728 - 14/15

RECEIPT for Union Notification for PSC 43728 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 43728 - 14/15 for \$145,000 for Initial Request services for the period 05/01/2015 -- 04/15/2020. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/4146> 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)



OFFICE OF THE
CITY ADMINISTRATOR



Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator

January 5, 2015

MEMORANDUM

TO: Civil Service Commission

FROM: Joan Lubamersky, Contract Coordinator *Joan Lubamersky*

SUBJ: Online Grants Process Training Component

Training of City employees on how to use the online grants process will be as described below.

The classifications of employees to be trained are

- 4 3549 (Arts Program Assistant)
- 4 1842 (Management Assistant)
- 1 1823 (Senior Administrative Analyst)
- 1 9774 (Senior Community Development Specialist)

The number of hours is planned to be approximately four (4) hours per employee, for a total of 40 hours.

This will include instruction on how to access and navigate the system, enroll applicants and grantees, modify information, generate letters and reports and close grantees from the system.

I would be pleased to provide any additional information you may request.

Thank you for your consideration.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN - ADM Dept. Code: ADM

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Relocation Assistance

Funding Source: General Fund PSC Duration: 4 years
PSC Amount: \$300,000 PSC Est. Start Date: 02/01/2015 PSC Est. End Date: 01/31/2019

1. Description of Work

A. Scope of Work:

Strategic Planning For Relocation Assistance including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal Relocation Law; claim administration and recommendations; determination of eligibility for relocation benefits under applicable laws and guidelines; advisory assistance to those who are displaced; timely preparation and distribution of notices to vacate and other notices as required; provide both business and residential relocation services as necessary.

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

Upon acquisition or condemnation of property, the City must provide relocation assistance under state and/or federal law. Depending on the project's monetary sources, failure to provide could result in business and/or resident not relocating, delay in project, lawsuit against City for all of same.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
These services have not been provided in the past.

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

2. **Union Notification:** On 01/05/2015, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42017 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 03/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

At least 5 years residential and commercial relocation services for governmental agencies; licensed and certified to conduct business in State of California; successful completion of course on Uniform Relocation Assistance and Real Property Acquisition Policies Act; successful completion of course on relocation assistance; experience testifying as expert witness in Relocation Assistance Appeals Board proceeding or superior court action regarding relocation claims; experience in office, commercial and residential relocations in Bay Area in last two (2) years

B. Which, if any, civil service class(es) normally perform(s) this work?
4142,

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 services classes do not possess the expertise, experience and knowledge for tasks required

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. This is a short term project.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 02/25/2015 BY:

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: One Carlton B Goodlett Place, Room 362 San Francisco, CA 94102

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Monday, January 05, 2015 3:50 PM
To: Lubamersky, Joan (ADM); richardisen@gmail.com; L21PSCReview@ifpte21.org;
Lubamersky, Joan (ADM); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42017 - 14/15

RECEIPT for Union Notification for PSC 42017 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 42017 - 14/15 for \$300,000 for Initial Request services for the period 02/01/2015 – 01/31/2019. 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/4347> 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)

State of California Local Assistance Procedure

Uniform Relocation Act Benefits Summary

LPP 04-06 July 9, 2004

EXHIBIT 13-D UNIFORM RELOCATION ACT BENEFITS SUMMARY

The following explanation is general in nature and is not intended to be a complete statement of Federal and State Relocation laws and regulations. Any questions concerning relocation should be addressed to the Caltrans District Right of Way Local Programs Coordinator.

Any persons to be displaced will be assigned to a relocation advisor, who will work closely with each displacee in order to see that all payments and benefits are fully utilized, and that all regulations are observed, thereby avoiding the possibility of displacees jeopardizing or forfeiting any of their benefits or payments. At the time of the first written offer to purchase, owner/occupants are given a detailed explanation of the agency's relocation services. Tenant occupants of properties to be acquired are contacted soon after the first written offer to purchase, and also are given a detailed explanation of the Relocation Program. To avoid loss of possible benefits, no individual, family, business, farm, or nonprofit organization should commit to purchase or rent a replacement property without first contacting a relocation advisor.

I. Relocation Assistance Advisory Services

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the local agency sponsoring the project will provide relocation advisory assistance to any person, business, farm or nonprofit organization displaced as a result of the acquisition of real property for public use, who has certified that they are legal resident of the United States. The local agency will assist displacees in obtaining comparable replacement housing by providing current and continuing information on the availability and prices of both houses for sale and rental units that are "decent, safe, and sanitary." Nonresidential displacees will receive information on comparable properties for lease or purchase. (For business, farm, and nonprofit organization relocation services, see Section IV.) Residential replacement dwellings will be in equal or better neighborhoods at rents or prices within the financial ability of the individuals and families displaced, and reasonably accessible to their places of employment. Before any displacement occurs, comparable replacement dwellings will be offered to displacees that are open to all persons regardless of race, color, religion, sex, national origin, and consistent with the requirements of Title VIII of the Civil Rights Act of 1968 will be offered to displacees. This assistance will also include the supplying of information concerning federal and state assisted housing programs, and any other known services being offered by public and private agencies in the area.

Persons who are eligible for relocation payment(s) and who are legally occupying the property required for the project will not be asked to move without first being given at least 90-days written notice.

Occupants eligible for relocation payment(s) will not be required to move unless at least one comparable "decent, safe, and sanitary" replacement residence, available on the market, is offered to them by the local agency.

II. Residential Relocation Payments Program

The Relocation Payment Program will help eligible residential occupants by paying certain costs and expenses. These costs are limited to those necessary for or incidental to the purchase or rental of the replacement dwelling and actual reasonable moving expenses to a new location within 50 miles of the displacement property. **EXHIBIT 13-D Local Assistance Procedures Manual Uniform Relocation Act Benefits Summary Page 13-58 July 9, 2004 LPP 04-06**

Any actual moving costs in excess of the 50 miles are the responsibility of the displacee. The Residential Relocation Program can be summarized as follows:

Moving Costs

Any displaced person who lawfully occupied the acquired property, regardless of the length of occupancy in the property acquired, will be eligible for reimbursement of moving costs. Displacees will receive either the actual reasonable costs involved in moving themselves and personal property up to a maximum of 50 miles, or a payment based on a fixed moving cost schedule.

Replacement Housing Payment – 180 day Owner-Occupants

In addition to moving and related expense payments, fully eligible homeowners may be entitled to payments for increased costs of replacement housing. Homeowners who have owned and occupied their property for 180 days or more prior to the date of the first written offer to purchase the property, may qualify to receive a price differential payment and may qualify to receive reimbursement for certain nonrecurring costs incidental to the purchase of the replacement property. An interest differential payment is also available if the loan rate for the mortgage on the replacement dwelling is higher than the loan rate on the displacement dwelling, subject to certain limitations. The maximum combination of these three payments that the owner-occupant can receive is \$22,500. If the total entitlement (without the moving payments) is in excess of \$22,500, the Last Resort Housing Program will be used. (See the explanation of the Last Resort Housing Program below.)

Replacement Housing Payment – 90 day Occupants

Tenants who have occupied the property to be acquired by the local agency for 90 days or more and owner-occupants of 90-179 days prior to the date of the first written offer to purchase may qualify to receive a rental differential payment. This payment is made when the local agency determines that the cost to rent a comparable "decent, safe, and sanitary" replacement dwelling will be more than the present rent of the displacement dwelling. As an alternative, the tenant may qualify for a down payment benefit designed to assist in the purchase of a replacement property and the payment of certain costs incidental to the purchase, subject to certain limitations noted below under the Down Payment section. The maximum amount payable to any tenant of 90 days or more and any owner-occupant of 90-179 days, in addition to moving expenses, is \$5,250. If the total entitlement for rental supplement exceeds \$5,250, the last Resort Housing Program will be used. A 90-day occupant may choose to convert their Rent Differential to a Down Payment to aid in purchasing a replacement property. The down payment and incidental expenses cannot exceed the maximum payment of \$5,250. The one-year eligibility period in which to purchase and occupy a "decent, safe, and sanitary" replacement dwelling will apply. Local Assistance Procedures Manual EXHIBIT 13-D Uniform Relocation Act Benefits Summary Consultant Selection Criteria and Guide Page 13-59 LPP 04-06 July 9, 2004

Last Resort Housing

Federal regulations (49 CFR 24) contain the policies and procedures for implementing the Last Resort Housing Program on federal-aid projects. Last resort housing benefits are, except for the amounts of payments and the methods in making them, the same as those benefits for standard residential relocation as explained above. Last resort housing has been designed primarily to cover situations where a displacee cannot be relocated because of lack of available comparable replacement housing, or when the anticipated replacement housing payments exceed the \$5,250 and \$22,500 limits of the standard relocation procedure, because either the displacee lacks the financial ability or other valid circumstances. In certain exceptional situations, Last Resort Housing may also be used for tenants of less than 90 days.

Other Relocation Information: After the first written offer to acquire the property has been made, the local agency will, within a reasonable length of time, personally contact the displacees to gather important information, including the following:

- Preferences in area of relocation.
- Number of people to be displaced and the distribution of adults and children according to age and sex.
- Location of school and employment.
- Specific arrangements needed to accommodate any family members' special needs.
- Financial ability to relocate into a comparable replacement dwelling, which will adequately house all members of the family.

III. The Nonresidential Location Assistance Program

The Nonresidential Relocation Assistance Program provides assistance to businesses, farms, and nonprofit organizations in locating suitable replacement property, and reimbursement for certain costs involved in relocation. The Relocation Advisory Assistance Program will provide current lists of properties offered for sale or rent, suitable for a particular business's specific relocation needs. The types of payments available to eligible businesses, farms and nonprofit organizations are moving and searching expenses, and possibly reestablishment expenses or a fixed In Lieu Payment instead of any moving, searching and reestablishment expenses. The payments types can be summarized as follows:

Moving Expenses

Moving expenses may include the following actual, reasonable costs:

- The moving of inventory, machinery, equipment and similar business-related property, dismantling, disconnecting, crating, packing, loading, insuring, transporting, unloading, unpacking, and reconnecting of personal property.
- Loss of tangible personal property provides payment for actual, direct loss of personal property that the owner is not permitted to move.
- Expenses related to searching for a new business site, up to \$1,000 for reasonable expenses actually incurred.

EXHIBIT 13-D Local Assistance Procedures Manual Uniform Relocation Act Benefits Summary Page 13-60
July 9, 2004 LPP 04-06

Reestablishment Expenses

Reestablishment expenses related to the operation of the business at the new location, up to \$10,000 for reasonable expenses actually incurred.

In Lieu Payment

A fixed payment in lieu of moving and searching payments and reestablishment payment may be available to businesses, which meet certain eligibility requirements. This payment is an amount equal to the average annual net earnings for the last two taxable years prior to the relocation and may not be less than \$1,000 or more than \$20,000.

IV. ADDITIONAL INFORMATION

Reimbursement for moving costs and replacement housing payments are not considered income for the purpose of the Internal Revenue Code of 1954, or resources for the purpose of determining the extent of eligibility of a displacee for assistance under the Social Security Act, local "Section 8" Housing Programs, or other federal assistance programs.

Right To Appeal

Any person, business, farm or nonprofit organization which has been refused a relocation payment by the local agency Relocation Advisor, or who believes that the payment(s) offered by the agency are inadequate, may appeal for a special hearing of their complaint. No legal assistance is required.

Information about the appeal procedure is available from the Relocation Advisor.

FEDERAL FISCAL YEAR ENDING SEPT. 30, 20 _____
 REPORTING AGENCY: _____

STATE: _____

CITY/COUNTY (For Local Government Agencies): _____

FEDERAL FUNDING AGENCY: _____

PART A. REAL PROPERTY ACQUISITION UNDER THE UNIFORM ACT	
1) Total Number of Parcels Acquired (Ownerships)	
2) Number of Parcels in Line 1 Acquired by Condemnation	
3) Number of Parcels in Line 1 Acquired by Administrative Settlement (Above initial offer—see 24.102(i))	
4) Compensation – Total Costs (Including 24.106; Excluding appraisal costs, negotiator fees and other administrative expenses)	
PART B. RESIDENTIAL RELOCATION UNDER THE UNIFORM ACT	
5) Total Number of Residential Displacements (Households)	
6) Residential Moving Payments – Total Costs	
7) Replacement Housing Payments – Total Costs	
8) Number of Last Resort Housing Displacements in Line 5 (Households)	
9) Number of Tenants converted to Homeowners in Line 5 (Households using 24.402(c))	
10) Total Costs for Residential Relocation Expenses and Payments (Sum of lines 6 and 7; excluding Agency Administrative Costs)	
PART C. NONRESIDENTIAL RELOCATION UNDER THE UNIFORM ACT	
11) Total Number of NonResidential Displacements	
12) NonResidential Moving Payments – Total Costs (Including 24.305)	
13) NonResidential Reestablishment Payments – Total Costs	
14) Total Costs for Nonresidential Relocation Expenses and Payments (Sum of lines 12 and 13; excluding Agency Administrative Costs)	
PART D. RELOCATION APPEALS UNDER THE UNIFORM ACT	
15) Total Number of Relocation Appeals (Residential & NonResidential)	

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER Dept. Code: CON

Type of Request: Initial Modification of an existing PSC (PSC # 3101 12/13)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Online Payroll System Services

Funding Source: General Fund

PSC Original Approved Amount: \$48,000

PSC Original Approved Duration: 05/01/13 - 12/31/14 (1 year 34 we

PSC Mod#1 Amount: \$48,000

PSC Mod#1 Duration: 01/01/15-06/30/15 (25 weeks 5 days)

PSC Mod#2 Amount: \$204,000

PSC Mod#2 Duration: 07/01/15-09/30/19 (4 years 13 weeks)

PSC Cumulative Amount Proposed: \$300,000

PSC Cumulative Duration Proposed: 6 years 21 weeks

1. Description of Work

A. Scope of Work:

Provide online and automated phone information systems to enable City employees to access payroll statements and payroll information through a website or phone.

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

Converting to online and automated phone systems has improved efficiency in distributing paperless payroll information and ease of control and access by the City's 26,000 employees. The Contractor is presently working with the Controller's Project eMerge division to develop a plan to transition staff data to PeopleSoft. (Please see 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.

Yes, 4112-02/03 and 3101-12/13

D. Will the contract(s) be renewed? Yes, if needed

2. Union Notification: On 02/09/15, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3101 12/13

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractor is required to have expertise with developing and maintaining large, interactive online and automated phone payroll information systems and supporting system users. (See Attachment A for more info)

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

1051,1052,1053,1054,

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

Yes, contractor may provide system interfaces and support service infrastructure necessary to allow employees to access payroll information online and by phone, as well as to resolve any system issues.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Services require highly specialized expertise in converting large mainframe systems to secure online, automated, user-driven systems. User and client support services will require specialized knowledge of online and automated phone issues.

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

No. The work is specialized, time sensitive and intermittent in nature and flows from a proprietary system owned and operated by the contractor

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? TALX Corporation currently holds the contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 02/09/15 BY:

Name: Mary Hom Phone: 415-554-7536 Email: mary.hom@sfgov.org

Address: City Hall Room 306 San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of mary.horn@sfgov.org
To: [Hom, Mary \(CON\); L21PSCReview@ifpte21.org; Hom, Mary \(CON\); DHR-PSCCoordinator, DHR \(HRD\); Isen, Richard \(TIS\)](mailto:Hom, Mary (CON); L21PSCReview@ifpte21.org; Hom, Mary (CON); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS))
Subject: Receipt of Modification Request to PSC # 3101 12/13 - MODIFICATIONS
Date: Monday, February 09, 2015 1:41:19 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The CONTROLLER -- CON has submitted a modification request for a Personal Services Contract (PSC) for \$204,000 for services for the period July 1, 2015 -- September 30, 2019. 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/2019>

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

Additional Attachment(s)

**MEMORANDUM**

TO: DHR and CSC

FROM: Mary Hom, Sr. Contracts Analyst

DATE: 2/23/15

SUBJECT: 3101-12/13 5 years plus explanation memo

The Controller's Office requests a term of 07/01/2013 - 09/30/2019. The term is beyond five years because per The City's memorandum of understanding agreements with sixteen labor organizations, the City "shall maintain electronic pay advices and/or wage statements for at least (7) years." September 2019 is when seven years of data will be available in the eMerge PeopleSoft system.

PSC 3101-12/13 Mod 2 Attachment A

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Provide online and automated phone information systems to enable City employees to access payroll statements and payroll information through a website or phone.

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

Converting to online and automated phone systems has improved efficiency in distributing paperless payroll information and ease of control and access by the City's 26,000 employees. The Contractor is presently working with the Controller's Project eMerge division to develop a plan to transition staff data to PeopleSoft. The Contractor will also make changes to the computer interface and some changes to the site format and content. Denial will result in a loss of savings from discontinuing printing, distribution, and paperwork processing costs. Denial would also prevent City from moving toward a more green (environmentally beneficial), effective and user-friendly system of managing payroll information.

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

Specify required skills and/or expertise:

- A. Contractor is required to have expertise with developing and maintaining large, interactive online and automated phone payroll information systems and supporting system users. Contractor must have experience converting large (over 10,000 employees) mainframe payroll system operations to web-based and phone payroll information services and support; experience in using and interfacing with systems and software used by City; ability to provide user and client support services infrastructure with sufficient capacity; proven data security, encryption and user verification methods; experience with contingency planning in the event of system problems, disaster or emergency; abilities to anticipate, analyze and resolve issues and problems independently and effectively; ability to communicate effectively with people of diverse backgrounds, abilities, and expectations; and ability to demonstrate time and resource commitment for this project.

APPENDIX A – Services to be Provided by Contractor

Introduction: This scope of work is a general guide to the work the City expects to be performed, and is not a complete listing of all services that may be required or desired.

1. GENERAL PROJECT DESCRIPTION

The Contractor will provide online payroll and paystub review services. Through its paystub review services, the Contractor shall enable City employees to access their payroll information, and will provide related support to employees and payroll personnel. The Contractor shall also provide the City with historical paystub access, bulk paystub printing and payroll related reporting.

2. PROJECT DEFINITIONS

Agreement – The Agreement between the Contractor and the City.

City – The City and County of San Francisco.

Contractor – TALX Corporation, provider of Equifax Workforce Solutions

Contractor's Project Manager – Tony Gaebler

Controller's Office – The City and County of San Francisco Controller's Office

Controller's Project Manager – Jack Wood

CSR – Client Service Representative

eMerge – Division of the Controller's Office which is responsible for providing efficient and effective central employment management systems supporting human resource, payroll, benefits administration, time reporting and absence management business functions across all City departments, school districts and courts. The eMerge Division supports the Payroll & Personnel Services Division (PPSD).

IVR – Interactive Voice Response, a technology that allows a computer to interact with humans through the use of voice and dual-tone multi-frequency signaling (DTMF) tones input via keypad.

Paystub – Payroll information provided to City and County of San Francisco employees on a bi-weekly basis.

PIN – Personal Identification Number.

Project – The scope of services to be performed under this Agreement as set forth in this Appendix A – Services to be Provided to Contractor.

3. PROJECT APPROACH

3.1 Project Staffing

The City, in its sole discretion, has the right to approve or disapprove Contractor's personnel assigned to perform the services under this Agreement at any time throughout the term of this Agreement.

3.2 Project Roles and Responsibilities

The Contractor's Project Manager shall manage the Contractor's Team to ensure that it completes all work and obligations described in this Agreement.

The Contractor's Project Manager will provide oversight of the Project to ensure that the Contractor is meeting work product targets and deliverables described in this Agreement, will approve contract payments in accordance with Appendix B, and provide oversight of all contract administration matters.

4. SERVICES

4.1 Online Payroll and Paystub Review Services

The Contractor will provide online payroll and paystub review services. Through its paystub review services, the Contractor shall enable City employees to access their payroll information, and will provide related support to employees and payroll personnel. The Contractor shall also provide the City with historical paystub access, bulk paystub printing and payroll related reporting.

4.2 Description of Services.

Upon commencement of the engagement, the Contractor shall perform the following services:

Task 1: Service Functionality

- a) The Contractor, through its paystub review services, shall enable City employees to access their payroll information via the City's website, the Contractor's website, or the telephone.
- b) The Contractor shall enable City employees using the internet to view and print the summary or details of their current paystub, as well as past paystub information.
- c) The Contractor shall enable City employees using the telephone to receive the summary of their current paystub, and to elect to receive current or previous paystub details directly from Contractor to individual City employee via fax.
- d) The Contractor shall provide the City with a payroll manager function as defined herein and provide training and support to the City's payroll personnel for use of the function. The payroll manager function shall give authorized City payroll personnel special electronic payroll administration rights to view paystub data for employees, to set up employee and City-wide messages that will be seen on paystubs, to void paystubs, to provide print notification by US Mail to employees accessing payroll information by phone, and to block access to a specific employee's data. For maximum security, all payroll manager web interactions shall be secured through an SSL encrypted browser session.

Task 2: Detailed Paystub Information (Web)

The Contractor shall provide to each City employee the following information regarding his or her paycheck via an internet website or IVR phone system:

- a) Check Number and Date.
- b) Earnings, Taxes, and Deductions, with an unlimited number of City-specified types.
- c) Employee Profile: Information including employee identifier alternative to SSN agreed to by Contractor and City, employee ID, department, base pay rate, tax status, withholding amounts, and other codes specified by City.
- d) Employee Messages: At the City's discretion, up to five messages may be presented on each employee's paystub. Messages may be City-wide or personalized for individual employees. Messages may be created and edited by the City through the Contractor's payroll manager function or administered through the data file transfer from City to Contractor.
- e) Other Benefits and Information: Contractor shall provide City with capability to specify an unlimited number of types of information for the duration of the contract to include balances for vacation, sick days, floating holidays, compensation time, administrative leave, and other balances specified by City.
- f) Net Pay Distribution: Contractor shall provide City with capability to display up to four pay distributions per employee. In addition to checking and savings direct deposit accounts, upon City request, Contractor shall provide City capability to display deposits made to a pre-paid pay card at no additional charge to City.

Task 3: Current and Historical Paystub Capability

The Contractor shall provide the City with:

- a) Online access of payroll data to City employees twenty-four (24) hours in advance of pay day biweekly on Tuesdays.
- b) Online access to pay information for each City employee for term of contract as well as historical pay information going back 10 years
- c) The City will provide historic pay data as needed via encrypted file transfers in a file format or file formats specified by the City.
- d) Prior three calendar year-end paystubs for each City employee.

Task 4: Bulk Paystub Print

As a feature of paystub review services, Contractor shall provide the City with capability by City-designated payroll managers to bulk print to a local or network printer the current and historic paystubs of a specific City employee for whom they have responsibility.

Task 5: Client Service Representatives (CSRs)

The Contractor shall provide the City with trained CSRs via a toll-free number during the business hours of 6:00 am to 6:00 pm PT, Monday-Friday to assist employees throughout the duration of the contract. The Contractor shall provide instructions to CSRs to refer City employees to the City's payroll staff for content-related issues.

Task 6: Data File

The City shall provide Contractor with an XML file exported from the City's payroll system. The file will contain an XML data record for every paid employee that includes but is not limited to group management information, person data, general information, pay stub data, earnings,

taxes, post-tax deductions, pre-tax deductions, other benefits, leave balances, distributions, a wage summary and an input footer. City will set up encrypted file transfers to transmit payroll information to Contractor bi-weekly on Friday afternoons per the City's payroll processing schedule. Once the City's payroll file is processed, the Contractor shall provide an e-mail verification of data file completion/receipt to the eMerge Division of the Controller's Office. Contractor shall provide support for encryption and data security during file transfer.

Task 7: Security

- a) PIN Security and Single Sign-On Option: To ensure the security of employees' personal information, the Contractor shall require all City employees to be prompted for immediate PIN change the first time he/she uses the Internet or IVR phone service with voluntary PIN changes thereafter.
- b) Last Logon Notification Message: The Contractor shall provide each City employee with a display of the date/time of the last successful logon to the employee's data, which shall not include logon by the payroll manager (considered to be an authorized user).
- c) Paystub Review Access Report: The Contractor shall provide the City with an online, on-demand report that lists the number of times each employee accessed Contractor's Pay Stub Review services in a given time period with details approved by the City.

APPENDIX B - Calculation of Charges

In accordance with Section 5 of this Agreement, the Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Section 5 of this Agreement.

Project – ONLINE PAYROLL SERVICES AND SUPPORT

Payment Requests and Insurance Documentation should be sent to:

Controller's Office – eMerge Division
1 South Van Ness Ave, 8th Floor
San Francisco, CA 94103

Total Contract Amount

The total amount of the contract shall not exceed \$48,000 for the contract term July 1, 2013 – June 30, 2014.

Monthly Flat Rate

Contractor shall receive no more than \$4,000 per month for the services successfully received, as determined by City, during the term of the contract (not to exceed \$48,000 on annual basis).

All costs, including on-going maintenance, call center, and project support costs are to be included within the monthly flat rate described above. These rates shall be valid through the end of the contract term.

Contractor may provide continued access to historical data after Paperless Pay Services is terminated on an as needed basis for \$1,500 per month.

Payments will be made by City to Contractor within 30 days after the City has received Contractor's payment request, provided that the City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement;

APPENDIX C – Performance Standards

With respect to the measurement of all performance standards set forth below, the measurement of a performance standard shall exclude those events to the extent caused by any action or inaction of the City that adversely and substantially impacts or affects Contractor's ability to meet such performance standard.

Any incident of the Contractor's failure to meet and maintain "Operational" and "System Security and Service" performance standards shall constitute default by the Contractor per Section 20 of this Agreement. Within 30 days after the end of each calendar quarter, Contractor shall provide City with a report with supporting data to help City determine in its sole discretion whether Contractor has met the performance standards set forth below.

Service Feature	Performance Standard
CUSTOMER SERVICE:	
Customer Service response time to calls from City employees during the hours of 6am-6pm PST Monday-Friday, excluding City holidays.	80% in 30 seconds; 100% in 60 seconds. This performance standard shall be evaluated by the City through a City-administered employee survey.
Average length of time to resolve employee issues including lost or forgotten Personal Identification Numbers, employee requests for assistance on accessing payroll information on Internet site or by phone on interactive voice response system.	99% in 3 days. This performance standard shall be evaluated by the City through a City-administered employee survey.
OPERATIONAL:	
Data file completion/receipt - Contractor shall provide City with a standard file format to be exported from the City's payroll system. City will set up file transfers to transmit payroll information to Contractor per the City's payroll processing schedule.	E-mail verification of data file completion/receipt shall be sent to both Guy.Keenan@sfgov.org and Jack.Wood@sfgov.org or to the current Assistant Directors, Payroll and Personnel Services Division of the Controller's Office by close of business on the date of the month determined by the City.
Payroll reconciliation, including resolving any discrepancies between requested and actual deductions	Completed before fulfillment cycle begins on the date of the month determined by the City.
Correct errors in files sent to CCSF	Within 24 hours of notification of error, or by close of business the next business day.
Advice and support to the City	On an on-call basis with a maximum one-hour response time from City's notification to Contractor of issue or problem.
ACCOUNT MANAGEMENT:	
Provide timely notification of changes to Contractor's project team members.	1 week in advance of change in writing

Meetings or conference calls between Contractor and City.	Minimum of once per quarter
Review of progress on performance standards in this document, City's satisfaction with services, transaction activity and percentage of employees using direct deposit.	For discussion during quarterly meeting or conference call.
SYSTEM SECURITY AND SERVICE:	
Contractor shall maintain the highest level of industry-wide accepted data security standards.	Maintenance and upgrade of SOC1 certification as applicable; report to City any breaches or changes to security methodology or format within 48 hours of breach if impacting services provided to City; report to City any upcoming changes to security at least 1 month prior to implementing change.
Provide timely notification of changes affecting how employees will access, view or hear their payroll information on the Internet and on the phone system. May include changes to upgrade system features, comply with new security measures or to comply with Federal and/or State regulations.	1 month in advance of change in writing
Provide timely notification of significant service issues that may affect, alter or delay employee access to payroll information including system problems, upgrades, outages, or Contractor's inability to resolve incidents (including viruses, hackers, other breaches of data or system security).	No less than 48 hours written notice to City identifying planned service outages. Written notice of significant ongoing service issues to City in less than 48 hours."

APPENDIX B-1 - Calculation of Charges

In accordance with Section 5 of this Agreement, the Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Section 5 of this Agreement.

Project – ONLINE PAYROLL SERVICES AND SUPPORT

Payment Requests and Insurance Documentation should be sent to:
Controller's Office – eMerge Division
1 South Van Ness Ave, 8th Floor
San Francisco, CA 94103

Total Contract Amount

The total amount of the contract shall not exceed \$96,000 for the contract term July 1, 2013 – June 30, 2015.

Monthly Flat Rate

Contractor shall receive no more than \$4,000 per month for the services successfully received, as determined by City, during the term of the contract (not to exceed \$48,000 on annual basis).

All costs, including on-going maintenance, call center, and project support costs are to be included within the monthly flat rate described above. These rates shall be valid through the end of the contract term.

The City may opt to switch to static hosting of historical data after providing 30-days of notice to the vendor at any point from July 1, 2014 – June 20, 2015. Contractor will provide continued access to historical data after Paperless Pay Services is terminated on an as needed basis for \$1,500 per month.

Payments will be made by City to Contractor within 30 days after the City has received Contractor's payment request, provided that the City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement;

APPENDIX B-2 - Calculation of Charges

In accordance with Section 5 of this Agreement, the Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Section 5 of this Agreement.

Project – ONLINE PAYROLL SERVICES AND SUPPORT

Payment Requests should be sent to:

Central Finance
Attn: Wendy Hamilton
Room 484, City Hall
1 Dr. Carlton B Goodlett Dr
San Francisco CA 94102

And electronic invoices should be sent to:
centralfinance@sfgov.org

Insurance Documentation should be sent to:

Controller's Office - Contracts
Attn: Mary Hom
1 Dr. Carlton B. Goodlett Place, City Hall, Rm 306
San Francisco, CA 94102

Total Contract Amount

The total amount of the contract shall not exceed \$300,000 for the contract term July 1, 2013 – September 30, 2019.

Monthly Flat Rate

Contractor shall receive no more than \$4,000 per month for the services successfully received, as determined by City, during the term of the contract (not to exceed \$48,000 on annual basis).

All costs, including on-going maintenance, call center, and project support costs are to be included within the monthly flat rate described above. These rates shall be valid through the end of the contract term.

The City may opt to switch to static hosting of historical data after providing 30-days of notice to the vendor at any point from July 1, 2015 – June 30, 2019. Contractor will provide continued access to historical data after Paperless Pay Services is terminated on an as-needed basis for \$1,500 per month.

Payments will be made by City to Contractor within 30 days after the City has received Contractor's payment request, provided that the City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 15, 2012

DEPARTMENT NAME: Controller's Office

DEPARTMENT NUMBER 09

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

TYPE OF REQUEST: [] INITIAL REQUEST [x] MODIFICATION (PSC# 4112-02/03)

TYPE OF SERVICE: Online Payroll System Services

FUNDING SOURCE: Department General Fund

Table with 2 columns: Modification Amount, Total. Rows include Original Amount (\$340,000), 1st through 5th modifications, and Total (\$901,000).

Table with 2 columns: PSC DURATION, Dates. Rows include July 1, 2003 - June 30, 2006, July 1, 2006 - June 30, 2008, June 29, 2008 - June 30, 2009, July 1, 2009 - June 30, 2011, July 1, 2011 - June 30, 2012, July 1, 2012 - June 30, 2013, and July 1, 2003 - June 30, 2013.

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Provide online and automated phone information systems to enable City employees to access payroll statements and payroll information through a website or phone.

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

Converting to online and automated phone systems has improved efficiency in distributing paperless payroll information and ease of control and access by the City's 26,000 employees. The Contractor is presently working with the Controller's Project eMerge division to develop a plan to transition staff data to PeopleSoft. The Contractor will also make changes to the computer interface and some changes to the site format and content. Denial will result in a loss of savings from discontinuing printing, distribution, and paperwork processing costs. Denial would also prevent City from moving toward a more green (environmentally beneficial), effective and user-friendly system of managing payroll information.

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):

PSC#4112-02/03 was approved on 4/7/03 with modifications approved on 5/15/06, 6/6/08, 5/18/09, and 4/12/11.

D. Will the contract(s) be renewed:

Not likely. Project eMerge is expected to be successfully implemented by June 30, 2013, and the services will no longer be needed.

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. Rows include Local 1021, Local 21, and MEA.

RFP sent to [] , on [] , [] Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4112-02/03 Mod# 5 Approved.

Received 5/15/12 CMR

Approval Date: 5/17/12

By: [Signature] For Micki Callahan, Human Resources Director

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor is required to have expertise with developing and maintaining large, interactive online and automated phone payroll information systems and supporting system users. Contractor must have experience converting large (over 10,000 employees) mainframe payroll system operations to web-based and phone payroll information services and support; experience in using and interfacing with systems and software used by City; ability to provide user and client support services infrastructure with sufficient capacity; proven data security, encryption and user verification methods; experience with contingency planning in the event of system problems, disaster or emergency; abilities to anticipate, analyze and resolve issues and problems independently and effectively; ability to communicate effectively with people of diverse backgrounds, abilities, and expectations; and ability to demonstrate time and resource commitment for this project.

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

No civil service class currently performs this function.

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

Yes, contractor may provide system interfaces and support service infrastructure necessary to allow employees to access payroll information online and by phone, as well as to resolve any system issues.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Services require highly specialized expertise in converting large mainframe systems to secure online, automated, user-driven systems. User and client support services will require specialized knowledge of online and automated phone issues.

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

No. The work is specialized, time sensitive and intermittent in nature and flows from a proprietary system owned and operated by the contractor.

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:

Jeannie Wong

Signature of Departmental Personal Services Contract Coordinator

Jeannie Wong

(415) 554-7604

Print or Type Name

Telephone Number

City Hall, Room 488
San Francisco, CA 94102
Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF BUILDING INSPECTION Dept. Code: DBI

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4037 - 09/10)

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

Type of Service: Installation, Configuration, and Training - Permit and Project Tracking System

Funding Source: DBI revenue fund DCP gen'l fund

PSC Original Approved Amount: \$4,200,000 PSC Original Approved Duration: 01/01/10 - 12/31/16 (7 years 1 day)
PSC Mod#1 Amount: \$1,500,000 PSC Mod#1 Duration: no duration added
PSC Mod#2 Amount: \$600,000 PSC Mod#2 Duration: no duration added
PSC Mod#3 Amount: \$2,000,000 PSC Mod#3 Duration: no duration added
PSC Mod#4 Amount: PSC Mod#4 Duration:
PSC Cumulative Amount Proposed: \$8,300,000 PSC Cumulative Duration Proposed: 7 years 1 day

1. Description of Work

A. Scope of Work:

Install, configure, customize, test, and train City staff on the design, configuration, implementation, maintenance, and operation of a new proprietary Permit and Project Tracking System (PPTS). The PPTS is a commercial off-the-shelf product that will give City departments the capability to process and track all construction permits and project transactions seamlessly across departments. PPTS will replace legacy systems used by the Department of Building Inspection (DBI) and the Department City Planning (DCP). Ultimately it can be used by other City departments and greatly improves customer services. It will enhance data accuracy and ensure performance accountability while reducing processing times. The total cost of the project implementation phase is estimated at \$10M, of which \$4.2M is for professional services, including \$500K for specialized equipment installation, \$1.7M for specialized support and maintenance of software, and \$2M for software implementation and training.

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

DBI, DCP and other City Depts are using independent systems to track permits and projects. DBI & DCP systems are over 20 yrs old. Manual interventions have been required to meet the growing operational demands on City Depts which impact customer service. The Board of Supervisors' Ordinance 112-04 requires an integrated system. DBI's Business Processing Reengineering, DCP's Action Plan & their Commissions, recognized the need for new City-wide PPTS. If denied, customer service will continue to be impacted as staff will be restricted from easy access to shared data & the ability to track progress of permits & projects across depts. Denial will also impact the City in terms of cost recovery, financial & operational performance.

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.

21 Tech LLC

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

2. Union Notification: On 02/09/15, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4037 - 09/10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Knowledge of proprietary out-of-the-box Permit and Project Tracking products, access to source codes, along with skills and experience to transfer knowledge to both users and Information Technology staff are required. Knowledge of City permits processing is essential, including but not limited to planning and building department business processes.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The PPTS proprietary off-the-shelf product is a "black box" product (like Microsoft software) where the software can only be altered by the vendor's staff or certified dealers. Since the product is proprietary software, no City classifications will have access to the software and hence cannot perform the customization and installation of the system. However, system administration, continued training, maintenance, etc., would be performed by City staff once the implementation is complete and accepted by the City.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. The product is proprietary software.

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? On-site training provided by the vendor to various City Depts.	<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? Ordinance 0112-04	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? 21Tech	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 02/09/15 BY:

Name: Taras Madison Phone: 415-558-6239 Email: taras.madison@sfgov.org

Address: 1660 Mission Street San Francisco, CA 94103

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of gayle.revels@sfgov.org
Sent: Monday, February 09, 2015 1:56 PM
To: Revels, Gayle (DBI); Lopez, Ricardo (PDR); Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.net; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Luu, Sarah (DBI); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 4037 - 09/10 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The DEPARTMENT OF BUILDING INSPECTION -- DBI has submitted a modification request for a Personal Services Contract (PSC) for \$2,000,000 for services for the period January 1, 2010 -- December 31, 2016. 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/1569>

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

Additional Attachment(s)

PSC 4037-09/10

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DOCUMENT	PAGE
1) Explanation regarding duration	135
2) Board of Supervisors Ordinance No. 112-04	136
3) DBI/Planning PPTS Training	141
4) Request for Proposals for Permit and Project Tracking System	144
5) Business Process and Reengineering Report 12/2007	172

Department of Building Inspection:

Duration of Contract:

Contractor will provide training and implementation services to implement a city-wide system that has the capability of processing and tracking all Permit and Project transactions seamlessly across department boundaries. The duration of this contract includes the original term of the contract and two options to extend the contract term for a period of three years each option.

FILE NO. 040539

ORDINANCE NO. 112-04

[Requirements for Department of Building Inspection Permit Tracking System.]

Ordinance amending the San Francisco Administrative Code by adding new Chapter 78 to direct the Department of Building Inspection to improve its permit tracking system to allow for open and public review of the status, routing and location of pending permits.

Note: Additions are single-underline italics Times New Roman; deletions are ~~strikethrough italics Times New Roman~~. Board amendment additions are double underlined. Board amendment deletions are ~~strikethrough-normal~~.

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

Section 1. The San Francisco Administrative Code is hereby amended by adding Chapter 78, to read as follows:

Chapter 78: Department of Building Inspection Permit Tracking System

Section 78.1. Purpose.

The people of the City and County of San Francisco are entitled to fair, open, publicly accessible and equitable processes for the review and approval of permit applications by City and County departments and have a right to expect that City and County departments will provide the same high level of service to all customers with properly filled-out and filed permit applications regardless of whether they hire permit consultants to facilitate approval of their permit applications. Public disclosure of efforts by permit consultants to obtain permits issued by City departments on behalf of clients is essential to protect public confidence in the responsiveness and integrity of government and will limit the ability of permit consultants to obtain or create the appearance of obtaining preferential treatment from City and County officers and employees during permit review and approval processes. Providing open, public access to a system that tracks the status of pending permits in the Department of Building Inspection ("DBI") and the Planning Department will facilitate the public's ability to know the status of permits as well as the speed and efficiency with which DBI processes those permits. An

1 online tracking system and robust use of technology will make permit processing transparent for the
2 citizens of San Francisco. DBI has engaged the services of the Department of Telecommunications and
3 Information Services ("DTIS") and has developed a management information services ("MIS")
4 strategic plan to assist DBI in meeting its three primary goals: effective enforcement; effective
5 provision of services; and, the fair and safe enforcement of building codes and provision of services,
6 including the promotion of fairness in all aspects of service delivery and administration of DBI. DBI
7 shall coordinate with other departments, including the Planning Department, so that permits can be
8 tracked when they are pending at either DBI or the Planning Department. The purpose of this Chapter
9 78 is to require DBI to provide a transparent and publicly accessible permit tracking system, to ensure
10 that DBI makes expeditious progress in making its permit processes transparent for the public and to
11 track the progress of DBI's implementation of its MIS strategic plan.

12 Sec. 78.2. Permit Tracking System

13 DBI shall improve its MIS to make its permit processing system as transparent and accessible to
14 the public as possible so that applicants are treated fairly and permits are processed in an even-handed
15 manner. DBI shall implement a system that includes information in the permit application file
16 about the permit applicant, including without limitation identification of any architect, engineer,
17 general contractor, attorney, permit consultant or expediter, or any other authorized agent
18 associated with or working on the permit application. DBI shall implement information technology
19 best practices and processes, necessary infrastructure upgrades and undertake business applications
20 projects, to assist DBI in meeting its goals of providing fair, accurate and efficient enforcement of
21 building codes, as described in the DBI MIS strategic plan contained in Board of Supervisors File
22 No.040539. DBI shall consider implementing other clean-up projects, including but not limited to re-
23 engineering for more accurate data collection, an application integration project to facilitate data
24 sharing among applications, and expansion of web access to DBI services to facilitate public access to
25 permit processing information. DBI shall consider implementing a system with as little manual

1 intervention as possible, including, for example, a system of bar coding permit applications that
2 would track when any City employee worked on a permit and the amount of time that
3 employee spent working on the permit, so that a true permit tracking system can be implemented
4 with the potential for far fewer errors and omissions.

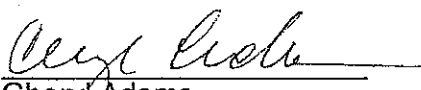
5 Sec. 78.3. Reporting Requirements

6 DBI and DTIS shall provide a report to the Board of Supervisors every four (4) months for the
7 next two (2) years following the effective date of this Ordinance No. 040539 regarding the status of its
8 MIS update projects and the improvement of public access to the permit tracking system.

9 Sec. 78.4. Compliance

10 DBI shall use best efforts to provide a publicly accessible and transparent permit
11 tracking system as directed in this Chapter 78 no later than two (2) years from the effective
12 date of this ordinance. In the event DBI does not provide such permit tracking system within
13 such time period, the Board of Supervisors shall consider directing and funding another City
14 department or provider to undertake such improvements to DBI's permit tracking system.

15
16 APPROVED AS TO FORM:
17 DENNIS J. HERRERA, City Attorney

18 By: 
19 Cheryl Adams
20 Deputy City Attorney



City and County of San Francisco

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

Tails

Ordinance

File Number: 040539

Date Passed:

Ordinance amending the San Francisco Administrative Code by adding a new Chapter 78 to direct the Department of Building Inspection to improve its permit tracking system to allow for open and public review of the status, routing and location of pending permits.

June 15, 2004 Board of Supervisors — AMENDED

Ayes: 10 - Alioto-Pier, Ammiano, Daly, Dufty, Gonzalez, Ma, Maxwell,
McGoldrick, Peskin, Sandoval
Excused: 1 - Hall

June 15, 2004 Board of Supervisors — PASSED ON FIRST READING AS AMENDED

Ayes: 10 - Alioto-Pier, Ammiano, Daly, Dufty, Gonzalez, Ma, Maxwell,
McGoldrick, Peskin, Sandoval
Excused: 1 - Hall

June 22, 2004 Board of Supervisors — FINALLY PASSED

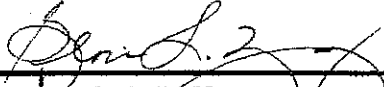
Ayes: 9 - Alioto-Pier, Ammiano, Daly, Dufty, Gonzalez, Maxwell, McGoldrick,
Peskin, Sandoval
Excused: 2 - Hall, Ma

File No. 040539

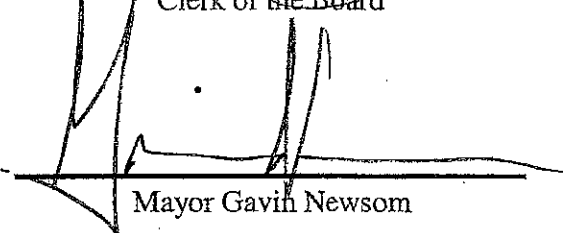
I hereby certify that the foregoing Ordinance was FINALLY PASSED on June 22, 2004 by the Board of Supervisors of the City and County of San Francisco.

JUL 01 2004

Date Approved



Gloria L. Young
Clerk of the Board



Mayor Gavin Newsom

DBI/Planning PPTS Training

Dates	Session Type	time needed (1/2 or full day)	# people	# sessions	facility	CCSF trainer	notes
2/24 - 2/28/14	Train-the-Trainer				PLN 406, PLN 431		
	DBI	5 days	260	13			Gayle Revels; Rosemary Bosque; John Hinchion; Patrick O'Riordan; Ron Allen; Steven Panelli; Carrie Pei; Patty Herrera; Susan Burka; Sylvia Thai; Wai-Fong; Berhane Gaime; Micki Jones; Carolyn Jayin; Hema Nekkanti
	Planning	5 days	12				Kelley (Commissioners/Mgrs), Keith (Finance), Yvonne (Finance), Rich (CP-Pres/Survey), Liz (CP-PIC), Glenn (CP), Angie (CP), Mat S (CW+ Leg), Scott E (CW-data), Virna (EP), Laura (EP), Rachna (Enf)
3/3 - 3/17/14	General Sessions	11 days					max. 20 people per session
	DBI	full day	260	13	off-site		
	Planning	full day	170	9	off-site		
				22			
3/17 - 3/28/14	Special Topics						
	Planning						
	Commissioners	1/2	16	1	PLN 406	Kelley A/Alton	
	Senior Managers	1/2	8	1	PLN 406	Kelley A/Alton	
	Managers and Supervisors	1/2	40	2	PLN 431	Kelley A/Alton	primarily for mgmt reports, when they are ready
	PIC	1/2	50	3	PLN 431	Liz W	
	Finance	1/2	10	1	PLN 406	Keith D/Yvonne K	
	Code Enforcement	1/2	6	1	PLN 406	Rachna	
	Historic Preservation incl Survey	1/2	18	1	PLN 431	Rich S	
	Environmental	1/2	35	2	PLN 431	Laura	
	Current Planning	1/2	50	3	PLN 431	Angie H, Liz, Glenn	
	Citywide incl Leg	1/2	40	2	PLN 431	Mat S	
	Commission Staff + ZA	1/2	8	1	PLN 406	??	
	Operations	1/2	14	1	PLN 431	Alton	
				19			
	DBI						
	Commissioners	1/2	7	1	DBI	CCSF trainer/Hema	
	Administrative Svcs/Finance	1/2	10	2	DBI Training room	Gayle/Sarah	
	Director's Office	1/2	4	1	DBI Training room	Carolyn Jayin	
	Housing Inspectors	1/2	23	2	PLN 406	Rosemary/Patience	
	Housing Sr Insp. And Chief	1/2	5	1	DBI Training room	Rosemary/Patience	
	Housing Clerical Staff	1/2	6	1	DBI Training room	Rosemary/Patience	
	Code Enforcement	1/2	7	1	DBI Training room	John Hinchio/Cirila	
	code Enforcement Clerical staff	1/2	4	1	DBI Training room	John Hinchio/Cirila	
	Electrical Inspectors	1/2	24	2	PLN 406	Ron/Cathy/Kelvin	
	Electrical Sr. Insp. And Chief	1/2	4	1	DBI Training room	Ron/Cathy/Kelvin	
	BID Building Inspectors	1/2	32	2	PLN 431	Patrick/Kelvin	
	BID Building Sr and Chief	1/2	5	1	DBI Training room	Patrick/Kelvin	
	Plumbing Inspectors	1/2	15	2	PLN 406	Steve/Cathy/Kelvin	
	Plumbing Sr Insp. And Chief	1/2	4	1	DBI Training room	Steve/Cathy/Kelvin	
	Plan Review	1/2	38	2	PLN 431	Sylvia/Patience/Cathy	
	Plan Review Clerical	1/2	6	1	DBI Training room	Sylvia/Patience/Cathy	
	Technical Support	1/2	6	1	DBI Training room	Patrick/Cirila	
	RMD	1/2	17	2	PLN 406	Patty/Tony	
	5th Floor Permit Processing	1/2	16	2	PLN 406	Susan/Patience/Cathy	
	CPB	1/2	12	2	DBI Training room	Brenda/Patience/Cathy	
	3rd Floor Inspection Services	1/2	13	2	DBI Training room	Bery/Adora/Cathy	
	Bureau of Streets Use & Mapping	1/2	3	1	DBI Training room	Patience	
	Public Utilities Commission	1/2	3	1	DBI Training room	Cathy	
	Fire	1/2	13	2	DBI Training room	Segiv/Tony	
	Total			34			
							total of number of sessions in:
							PLN 406 15
							PLN 431 18
	Other groups						DBI 19
	Interagency/City Family	1/2	20	1	PLN 406 or 431?		
	Interested Public and Stakeholders	1/2	80	3	PLN 406 or 431?		[60 1/2 day sessions possible in 2 weeks]

PLANNING AGENDA

Date	Session Type	time needed (1/2 or full day)	# people	# sessions	facility	CCSF trainer	Agenda	notes
3/3 - 3/17/14	Planning General Session	full day	170	9	LearnIT	N/A	Agenda: - Overview of PPTS - Record types: PRJ, PPA, BPA - How to: create a case, work in a case, close a case (what triggers "next") - Search function - ACA (sPermit.org) - Reports - Document Management (SharePoint) - GIS - How to get help - Time Accounting	max. 20 people per session
3/17 - 3/28/14	Special Topics Planning							
	Commissioners	1/2	16	1	PLN 406	Kelley A/Alton	Overview of PPTS; ACA (sPermit.org); Search function; Calenda?	Commissioners are not included in General Sessions
	Senior Managers	1/2	8	1	PLN 406	Kelley A/Alton	Repeat of Overview of PPTS; ACA (sPermit.org); Search function; GIS? Management reports?	will the Senior Managers get all this from the General Sessions?
	Managers and Supervisors	1/2	40	2	PLN 431	Kelley A/Alton	Time Accounting, Workload and Performance Reports, Assignments	primarily for mgmt reports, when they are ready
	PIC	1/2	50	3	PLN 431	Liz W	Record Types: PRI, BPA; repeat of ACA, Search function, AGIS?	
	Finance	1/2	10	1	PLN 406	Keith D/Yvonne K	Agenda: Processing refunds Running daily deposit reports The full billing protocol Running the billing summary report Running all management, performance, and finance reports Running time accounting reports How to put a hold on a case Allowing a record to move past intake without a fee being paid How to manually record a TRM bill being paid via check or cash or credit/debit card How to make a payment via Link2Gov	
	Code Enforcement	1/2	6	1	PLN 406	Rachna	Record Types: ENF, BPA	
	Historic Preservation Incl	1/2	18	1	PLN 431	Rich S	Record Types: CDA, PTA	
	Survey	1/2	35	2	PLN 431	Laura	Record Types: ENV	
	Environmental	1/2					Record Types: ENT (VAR), REF (Misc Permits), maybe ENT (CU)?	
	Current Planning	1/2	50	3	PLN 431	Angie H, Liz, Glenn	conditions of approval, reports (such as notices, case reports)	
	Citywide Incl Leg	1/2	40	2	PLN 431	Mat S/Scott	Record Types: CWP, GPR, LEG	Scott to focus on data analysis, reports etc.
	Commission Staff + ZA	1/2	8	1	PLN 406	??	Calendar	training for Eva on LOD?
	Operations	1/2	6	1	PLN 431	Alton	??	maybe not needed- covered by General Session?

DBI Agendas

Dates	Session Type	Time needed (1/2 or full day)	#people	#sessions	Facility	CCSF trainer	Agenda	notes
3/3 - 3/17/14	DBI General Sessions	Full day	260	13	LearnIT	NA	Agenda: Overview of PPTS Record types: Building Permit Alteration(complex)/Electrical(simple) How to: create a permit, pay fees, plan review workflow, Inspection scheduling/resulting Completion Search function - APO, License Professional ACA (SPPermit.org), Mobile Inspector, Overview of AMO Reports, smart charts GIS Help/Accela Community	max. 20 people per session
3/17 - 3/28/14	Special Topics							
	DBI							
	Commissioners	1/2	7	1	DBI	CCSF trainer/Hema		
	Administrative Svs/Finance	1/2	10	2	DBI Training room	Gayle/Sarah	Any Record type with Payment interface - Wausau and Link2gov Point of Sale	
	Director's Office	1/2	4	1	DBI Training room	Carolyn Jayn	Emergency order/ACA search capability	
	Housing Inspectors	1/2	23	2	PLN 406	Rosemary/Patience	HIS Routines/Enforcement	
	Housing Sr Insp. And Chief	1/2	5	1	DBI Training room	Rosemary/Patience	HIS Routines/Enforcement	
	Housing Clerical Staff	1/2	6	1	DBI Training room	Rosemary/Patience	HIS Routines/Enforcement	
	Code Enforcement	1/2	7	1	DBI Training room	John Hinchio/Crifa	BID Enforcement	
	Code Enforcement Clerical staff	1/2	4	1	DBI Training room	John Hinchio/Crifa	BID Enforcement	
	Electrical Inspectors	1/2	24	2	PLN 406	Ron/Cathy/Kevin	EID Permit Counter/Inspections; EID Enforcement; Accela Inspector	
	Electrical Sr. Insp. And Chief	1/2	4	1	DBI Training room	Ron/Cathy/Kevin	EID Permit Counter/Inspections; EID Enforcement; Accela Inspector	
	BID Building Inspectors	1/2	32	2	PLN 431	Patrick/Kevin	Building Permit Alterations/Inspections; BID Enforcement; Accela Inspector	
	BID Building Sr and Chief	1/2	5	1	DBI Training room	Patrick/Kevin	Building Permit Alterations/Inspections; BID Enforcement; Accela Inspector	
	Plumbing Inspectors	1/2	15	2	PLN 406	Steve/Cathy/Kevin	PID Permit Counter/Inspections; EID Enforcement; Accela Inspector	
	Plumbing Sr Insp. And Chief	1/2	4	1	DBI Training room	Steve/Cathy/Kevin	PID Permit Counter/Inspections; EID Enforcement; Accela Inspector	
	Plan Review	1/2	38	2	PLN 431	Sylvia/Patience/Cathy	New Cons/New Cons Addendum; Building permit Alteration	
	Plan Review Clerical	1/2	6	1	DBI Training room	Sylvia/Patience/Cathy	New Cons/New Cons Addendum; Building permit Alteration	
	Technical Support	1/2	6	1	DBI Training room	Patrick/Crifa	Building Permit Alteration	
	RMD	1/2	17	2	PLN 406	Patty/Tony	Records Management record types/ACA	
	5th Floor Permit Processing	1/2	16	2	PLN 406	Susan/Patience/Cathy	Building permit Alteration/PID counter	
	Central Permit Bureau	1/2	12	2	DBI Training room	Brenda/Patience/Cathy	New Cons/New Cons Addendum; Building permit Alteration	
	3rd Floor Inspection Services	1/2	13	2	DBI Training room	Ben/Adora/Cathy	Inspections Scheduling and Admin Functions/Accela Inspector/ACA	
	Bureau of Streets Use & Mapping	1/2	3	1	DBI Training room	Patience	Street Space/Building Permit Alteration	
	Public Utilities Commission	1/2	3	1	DBI Training room	Cathy	New Cons/New Cons Addendum; Building permit Alteration	
	Fire	1/2	13	2	DBI Training room	Sage/Tony	File only Permit; New cons/New cons Addendum	
	Total			34				

CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF BUILDING INSPECTION

AND

PLANNING DEPARTMENT



**Request for Proposals for
Permit and Project Tracking System**

Date Issued:	January 14, 2011
Mandatory Pre-proposal Conference:	January 26, 2011 1:00 PM, PST
Proposal Due:	March 2, 2011 2:00 PM, PST

Request for Proposals for Permit and Project Tracking System
San Francisco Department of Building Inspection and Planning Department

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Attachments:

- A. Proposal Summary Template
- B. Functional and Technical Requirements
- C. Pricing Template
- D. ASP Template
- E. HRC Attachment 2: Requirements for Architecture, Engineering, & Professional Services, Contracts, PROPOSERS must submit the following forms:
 - E-1 Form 2A HRC Contract Participation
 - E-2 Form 3 HRC Non-discrimination Affidavit
 - E-3 Form 4 - HRC Joint Venture Form (if applicable)
 - E-4 Chapters 12B and 12C, and 14B of the S.F. Administrative Code
 - E-5 Form 5 HRC Employment form HRC/Local Business Enterprise Forms
- F. Standard Forms
 - F-1 First Source Hiring Program Certification Form
 - F-2 Taxpayer Identification Number and Certification
 - F-3 Business Tax Registration Declaration
 - F-4 Minimum Compensation Ordinance
 - F-5 Health Care Accountability Ordinance
- G. Sample – Agreement for Professional Services P-500
- H. Sample – Software License Agreement P-545
- I. Sample – Software Maintenance Attachment P-540
- J. Current DBI Application and IT environment

Request for Proposals for Permit and Project Tracking System
San Francisco Department of Building Inspection and Planning Department

- K. Current Planning Application and IT environment
- L. Current City Wide Network Requirements
- M. DBI Business Process Reengineering
 - M-1 DBI Business Process Review Executive Summary
 - M-2 DBI Business Process Review Staff Report
- N. Planning Process Maps and Tasks
- O. Planning Action Plan 2010
- P. DBI Organization Chart
- Q. Planning Organization Chart
- R. DBI Frequently Asked Questions

Request for Proposals for Permit and Project Tracking System

San Francisco Department of Building Inspection and Planning Department

I. Introduction and Schedule

A. General

This Request for Proposal (RFP) is a re-issuance of RFP issued on January 13th, 2009. **Please read this document carefully. The content has changed from the 2009 issue.**

The City and County of San Francisco (hereinafter known as either "CCSF" or the "City"), Department of Building Inspection (DBI) and San Francisco Planning Department (Planning) are inviting qualified companies to submit proposals to implement a Commercial off the Shelf (COTS) solution to establish a Permit and Project Tracking System (PPTS) that has the capability of processing and tracking all permit and project transactions seamlessly across CCSF department boundaries. CCSF is considering both hosted (ASP) and non-hosted solutions.

The strategy for achieving this goal is first to implement an integrated system for DBI and Planning, then to begin to integrate other CCSF departments. An open system architecture will be established whereby dynamic interfaces to other departments, e.g. Fire, Health, Environment, Public Works, etc. involved in permit and inspection processes can be attained. CCSF also wants to streamline processes to improve performance metrics while providing accurate data on all permit and entitlement transactions, track revenue recovery, reduce operating costs, improve data quality, ensure performance accountability, and reduce processing times.

CCSF desires full implementation within twenty four (24) months of the effective date of the contract, issued as a result of this RFP, but CCSF reserves the right to accept proposals that fall outside of this estimated length of implementation.

The contract shall have an original term of three (3) years. In addition, the City shall have two (2) options to extend the contract term for a period of three (3) years each, which the City may exercise in its sole and absolute discretion.

Any Joint Venture responding to this RFP must clearly identify the roles, responsibilities and experience of each member of the Joint Venture. All Proposers must have the relevant expertise to successfully perform the scope of services described in this RFP. Both Proposers and Joint Ventures will be referred to as PROPOSERS in this RFP.

B. Schedule

Proposal Phase	Date
RFP issued by the City	1/14/2011
Mandatory pre-proposal conference	1/26/2011
Deadline for submission of written questions or clarification requests	2/1/2011
CCSF responses posted and/or final change notices issued	2/14/2011
Proposals due by 2:00	3/2/2011
Product demonstration (estimated week beginning)	3/28/2011
Presentation to Steering Committee (estimated week beginning)	4/11/2011

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C. Background

The estimated population of CCSF is 821,790 and there are approximately 200,000 parcels of land. While DBI and Planning are the primary participants in this RFP, it is envisioned that PPTS will be used City wide.

DBI consists of approximately 205 staff who focus on processing over 58,000 construction permits per year, comprised of approximately 23,000 building inspection, 13,000 electrical inspection, 15,000 plumbing and mechanical, and 7,000 miscellaneous permits. Planning consists of approximately 160 who focus on entitlement processing, environmental review, and long range planning which often results in Planning Code and General Plan changes. In addition to maintaining the General Plan, the Planning Department processes approximately 2,000 entitlements and reviews 8,000 permits annually. The permits handled by Planning are a subset of the permits processed by DBI. The entitlements processed at Planning are independent of but complementary to the projects reviewed at DBI. DBI and Planning are supported by systems that the business has outgrown. The systems are not integrated and do not provide the departments the opportunity to streamline business processes.

CCSF uses several automated systems (Attachments J, K and L) to support its city planning, permitting, inspection, and accounting processes. In general, the automated systems do not meet current requirements for planning, permitting, inspection, and accounting processes. Some of the major departments involved in these processes include:

1. DBI
2. Planning
3. Dept of Public Works (DPW)
4. San Francisco Fire Dept (SFFD)
5. Department of the Environment (DOE)
6. Mayor's Office on Disability (MOD)
7. Dept of Public Health (DPH)
8. San Francisco Public Utilities Commission (SFPUC)
9. Treasurer and Tax Collector (TTX),
10. Assessor's Office (ASR), and
11. Municipal Transportation Agency (MTA).

DBI completed a Business Process Reengineering (BPR) review in late 2007; one that focused on the Permit and Inspection processes (application through certification of completion) and use of automation and matrixes to be used in evaluating DBI's performance. The summary and staff reports are found in Attachment M-1 and M-2 respectively. The full report is found at <http://www.sfdbi.org>. The BPR involved an in-depth analysis of existing processes and developed a series of specific recommendations for CCSF departments involved in the permit review and inspection process.

Planning completed an Action Plan study in 2008 where 30 recommendations for improvement were identified and reviewed/updated in 2010 (Attachment O). Both the process flows and process analysis were refined and are found in Attachment N.

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D. DBI and Planning Business Operations

The following provides an overview of the existing business operations of the DBI and Planning. The goal of the RFP is to make these operations more effective and transparent. This overview is not intended to serve as the Technical and Functional Requirements.

1. DBI

a. Permit Processing

(1) Customer Information - Customers are routed within San Francisco Permit Center for services provided by CCSF via a customer queuing system (implementation January 2011)

(2) Application Review

- (a) Permit applications are accepted for the various trades, review for accuracy and completeness
- (b) Address data is verified and cross checked against comprehensive property profiles containing historical and current information regarding all aspects of the property including, but not limited to, data from DBI, Planning, DPW, SFFD, DOE, MOD, DPH, PUC, TTX, ASR and MTA.
- (c) Property data is reviewed for any property issues that may affect permit issuance (i.e. hazards, complaints/code enforcement, tax, fire, health, etc.)
- (d) Contractor data is verified including but not limited to State licensure, CCSF business licensure
- (e) Preliminary review of application is performed based on an established list of mandatory code requirements and State and local legislation
- (f) Applications are routed to reviewing agencies based on an established workflow
- (g) Data is retained in the existing Permit Tracking System

(3) Plan Review

- (a) Plans are reviewed via two non exclusive paths:
 - 1. Over-the-Counter Review Process (with or without plans): involves projects that can be reviewed within a one-hour examination period per reviewing agency/station
 - 2. Submittal of Plans: involves routing to reviewing agencies for code requirements, may involve multiple stages such as site permits, addenda, revisions, etc.
- (b) Performance statistics are tracked for adherence to pre-determined Service Level Objectives based on the application criteria
- (c) Applications are tracked based on pre-determined criteria to provide customers the ability to easily determine review status and application disposition
- (d) Notification is provided to customers upon completion of plan review process

(3) Permit Issuance

- (a) Permit Issuance

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1. Documentation is generated as required by type of application including but not limited to 15 day notices, job cards, permit documents
2. Permit data is stored including but not limited to permit expirations, renewals, project holds etc.

(b) Fees

1. Comprehensive list of fees is generated using multiple formulas/algorithms (i.e. fees by the hour, fees by the inspection, fees by square footage, fees by valuation, etc.) based on code requirements of various agencies/departments
2. Fee data is integrated in existing Permit Tracking System to provide transactional data to confirm payment. Holds are placed based on failure to pay/collect fees (e.g. bounced checks)

b. Inspection and Certificate Issuance

- (1) Inspections are scheduled during the various stages in the construction process to ensure compliance with State and local codes in person or via phone (Interactive Voice Response (IVR) or operator)
- (2) Inspection results are obtained in person or via phone (Interactive Voice Response (IVR) or operator)
- (3) Performance statistics are tracked for adherence to pre-determined Service Level Objectives including time between request and inspections, response time to complaints, abatement of notices of violations and other types of request based on the permit criteria
- (4) Inspection data is shared between other City Departments to ensure code compliance
- (5) Resources are managed by district, inspector, and location
- (6) Inspection approvals are withheld until all conditions of approval, impose by all inspection agencies, are met and all holds are released
- (7) Certificate of Occupancy documents and final approval are issued after inspections and clearances have been completed

c. Code Enforcement and Complaint Tracking

- (1) Code enforcement cases are tracked, managed and processed including, but not limited to generation of notices of violations (NOV) of Building, Electrical, Housing and Plumbing codes
- (2) Enforcement actions are tracked, managed and processed including but not limited to rescissions, inspections, corrections, and appeals, and application of any necessary enforcement actions such as liens, holds on permits, Stop Work Orders, etc.
- (3) Complaint/Code Enforcement data is provided to other City Departments involved in the process

d. Records Management

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2. Planning – Application Processes

The processing of a development project can be thought of as a set of modules for evaluating or approving various aspects of the project—such as evaluating the environmental impact of a project or approving a variance on the amount of required parking. The COTS solution must accommodate invoking these modules in a variety of combinations and in different orders. Along with the workflow and time tracking mechanisms described in DBI's business operations, Planning seeks to interface with Graphical Information System (GIS) to and incorporate the tools into its development project analyses. Planning staff needs access to the layers of special use districts and geographically based regulations to facilitate application review. It also seeks to facilitate generation of decision documents through the use of templates.

The following chart provides an overview of Planning Department applications types. Each of the application types is associated with distilled process maps, as shown in Attachment N. A single process map, for example, Generic Hearing, can apply to multiple application types. For one application type, Code Amendments, more than one process map can apply. The tasks and workflow steps shown in the process maps are listed.

Business Application Type	Description	Process Map
Zoning Letter of Determination	Prospective applicants, for a fee, may request a letter from the Zoning Administrator answering zoning and policy questions concerning a property.	Letter of Determination
Project Review Meetings	Project review for policy and code review and interpretation for prospective projects for which an application has not been filed	Project Review Meeting
Preliminary Project Assessments	More formal version of a project review meeting, required of projects that would add more than 10,000 sq.ft. of building area.	Preliminary Project Assessment
Shadow Analysis	Determination of Shadow impact on Recreation and Park Department open space.	Shadow Analysis
Categorical Exemption	Application receives a stamp or certificate stating that the project is exempt from more extensive environmental review.	Categorical Exemption
Negative Declaration/Initial Study	Environmental evaluation but less extensive than an Environmental Impact Report pursuant to the California Environmental Quality Act (CEQA).	Negative Declaration

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Business Application Type	Description	Process Map
Environmental Impact Report	Full-scale environmental evaluation of a project	Environmental Impact Report
Community Plan Exemption	A process for incorporating an areawide environmental impact report in the environmental review of a project, similar to a categorical exemption.	Community Plan Exemption
General Plan Amendment	Amendment of the city's General Plan (addresses land use, circulation, housing, conservation, open space, noise and safety as a basis for land use decisions).	Generic Hearing Given an "M" suffix.
Code Amendments	Changes to the Planning and Administrative Codes	Planning Code Amendment- External; Planning Code Amendment-Internal; given a "T" suffix.
Zoning Reclassifications; Setbacks	Changes to the zoning map	Planning Code Amendment- External; Planning Code Amendment-Internal; given a "Z" suffix.
Annual Limit Allocation	Section 321 of Planning Code imposes an annual limit on office space and requires that developments compete for the allocation.	Generic Hearing, given a "B" suffix.
Downtown Controls and Exceptions	Section 309 of Planning Code describes under what conditions exceptions to the Downtown Plan can be granted.	Generic Hearing
Conditional Use	Certain property uses and features can be allowed if approved by the Planning Commission. This is described in Section 303 of the Planning Code	Generic Hearing, given a "C" suffix.
Discretionary Review	Includes mandatory, staff initiated, public requests and dwelling unit mergers and residential demolition	Discretionary Review
Preservation Applications	Includes Certificate of Appropriateness, Landmark Designation, Permit to Alter, Mills Act	Certificate of Appropriateness
Institutional Master Plan	Long-range plan hospitals and post-secondary institutions publish these plans, which give government and the public an early idea of development plans.	Institutional Master Plan

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Business Application Type	Description	Process Map
Transfer of Development Rights (TDR) Statement of Eligibility	Before TDR can be sold, the Zoning Administrator must certify the amount of TDR that is available to a lot.	TDR Statement of Eligibility
TDR Certificate of Transfer	Transfer of ownership of any blocks of TDR must be certified by the Zoning Administrator	TDR Certificate of Transfer
TDR Notice of Use	The Zoning Administrator must approve the application of any blocks of TDR to a project. The project itself must still be approved the Planning Commission.	TDR Notice of Use
Variance	Zoning Administrator can allow an applicant to exceed or fall short of certain quantitative standards in the Planning Code, such as rear yard.	Generic Hearing-Variance
Coastal Zone Permits	Planning approval is required of any development in the designated coastal zone.	Generic Hearing
Condominiums	DPW refers to Planning proposed new condominiums and conversion of rental units to condo	Condos and Subdivisions
Land Subdivisions	DPW refers to Planning proposed mergers and subdivisions of land.	Condos and Subdivisions
General Plan Referral	Other city departments are obliged to refer their projects on public land to Planning for evaluation against the General Plan.	General Plan Referral
Miscellaneous Permits	Police, Health Department, Entertainment Commission referrals	Miscellaneous Permits
Planning Code Enforcement	Includes violations of Planning Code provisions governing General Advertising Signs	Code Enforcement

3. Integration between DBI and Planning

DBI and Planning will implement a single system. While the two departments operate independently to carry out their respective missions, special attention must be paid to specific functions shared between the two departments. The points are enumerated below.

- (a) Permit and Project Tracking – Project activities need to be effectively identified by the location, specifically block/lot/ address, and by a unique project number that follows the development project between DBI and Planning. The system should provide the ability to track all entitlements and permits on a project by project basis.

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- (b) Conditions of Approval – Conditions of approval and adherence to applicable codes and fees must be tracked and confirmed at the appropriate stages of each project's development. The system must allow for withholding permits and issuance of any temporary and/or final certificates of occupancies until compliance is achieved.
- (c) Plan Review and Approval – Project plan review, from pre-application to the appeals stage, must be fully coordinated and tracked between DBI and Planning. The entire plan review process should be subject to standard plan review and approval processes and agreed upon performance standards.
- (d) Code Enforcement – Tracking of complaints and code enforcement activities will be tracked by block/lot/address and with the use of common identification numbers to eliminate duplicative complaint tracking systems.
- (e) Permit Fees – The collection of all permit, entitlement, impact fees and payments for notices of violations should be coordinated with the objective of developing common accounting practices and collection points. Subject to agreed upon compensation, DBI shall collect all impact fees, which are normally collected during the building permit process, and track conditions of approval mandated at the point of fee collection.

II. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Responses should include suggestions for incorporating best practice into the scope. The format for responding to the RFP is found in Attachment A.

A. Software

CCSF is seeking a proven COTS solution that is pre-configured and modifiable. All specific requirements must be met through vendor-supplied configuration tools. CCSF is prepared to modify policies, procedures, and processes to incorporate best practices embedded within the COTS solution, to the extent that the changes meet DBI and Planning's requirements and legislative guidelines. The selected product/solution will be expected to support Federal, State, CCSF, and DBI and Planning's rules, policies, ordinances, building codes and other regulations where required.

B. Implementation

The following provides a high level outline of the project implementation requirements. PROPOSER'S information provided in Attachments A and B will be used for the evaluation of the proposals.

The scope of the project includes, but is not limited to professional services to install, configure, and implement the COTS system as follows:

1. A comprehensive hardware, software, network and architectural design that delivers the core system which meets the requirements of this RFP
2. The business and technical best practice design solution based on review of the existing process flow analysis for each department

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3. A sound implementation strategy that ensures a smooth transition from the current system to the new system without interruption of business operations, loss of revenue, loss or duplication of data, and interruption of transaction flow during the cutover. The plan should describe the transition method (100% cutover, phased, parallel run, or others), and address all the stages of the implementation from the planning, through system setup, data import, and go-live stages.
4. Design and configure the COTS software to deliver the full set of functionalities described in this RFP
5. Convert data from existing databases and assist CCSF in data cleanup
6. Create interfaces enabling PPTS to interact with other software
7. Unit testing, integration testing, system testing, and 90-day parallel testing all of which will occur in QA or Test Environments. Include stress/volume, performance, regression and acceptance, preparation of test script/plans and preparation of test data
8. Change control during all phases of product implementation
9. Ninety (90) days post go-live support as part of the project activities and prior to the maintenance agreement start date
10. A Project Management Office that defines and maintains project standards including project management policies, processes, templates, methods
11. Business operations change management facilitation, with CCSF as the lead, to increase buy-in by departments
12. Knowledge transfer to DBI and Planning MIS staff during implementation and post go live
13. Training of DBI and Planning staff in using and administering the new system
14. Annual production support and maintenance that includes trouble-shooting, upgrades and enhancements
15. A Contingency/Fall-back plan that defines processes and procedures to cover the possibility of unexpected failure where the new system proves to be unusable after deployment. The fall-back goal is to restore the old system environment with minimum interference to the day-to-day business activities.
16. Disaster recovery process, policies, and procedures for recovering the system (infrastructure and application) in the event of a catastrophe.
17. Project documents, including but not limited to system administration, user and training manuals, etc

C. Functional/Technical

Meet the technical and functional requirements as identified in Attachment B.

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III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 2:00 pm PST on March 2, 2011. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with or mailed to:

Ms. Pamela Levin
Deputy Director, Administrative Services
City and County of San Francisco
Department of Building Inspection
1660 Mission, 6th floor
San Francisco, CA 94103

PROPOSERS shall submit 3 copies of the proposal and two copies, separately bound, of required HRC Forms in a sealed envelope clearly marked "Permit and Project Tracking System" to the above location. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

B. Format

1. Submit (3) copies of the basic proposal package (one 3-ring bound, one unbound for photocopying, one CD with proposal documents in read-only format in MS Word 2003 or higher or as an Adobe PDF).

This must include the following documents:

- (a) Proposal Summary Template (Attachment A)
- (b) Functional and Technical Requirements (Attachment B)

2. Fee Proposal and ASP/Hosted Option

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

One copy of the Pricing Template and one copy of the Hosted/ASP Option (see Attachments C and D respectively) must be provided together in one sealed envelope labeled "Permit and Project Tracking System Fee Proposal and ASP/Hosted Option by [PROPOSERS' Name]".

3. HRC Forms

- (a) HRC/Local Business Enterprise (LBE) Forms: Please submit two (2) CD copies of HRC Attachment Two (Attachments E-1, E-2, E-3) in a separate sealed envelope labeled "HRC/LBE Forms – Permit and Project Tracking System by [PROPOSERS' Name]" (See VI. Terms and Conditions for Receipt of Proposals)

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- (b) HRC Form 12B & 12C and Form 14B: One (1) original and one (1) copy of HRC Form No. 12B-101 (see Attachments E-4) in a separate sealed envelope labeled "HR Forms 12B&12C and Form14B – Permit and Project Tracking System by [PROPOSERS' Name]" (See VI. Terms and Conditions for Receipt of Proposals)

4. Other Required City Forms

One (1) original and one (1) copy of the following forms must be submitted in a separate sealed envelope labeled "Permit and Project Tracking System by [PROPOSERS' Name] – Other Required City Forms"

- (a) First Source Hiring Program Certification Form Attachment F-1)
- (b) Taxpayer Identification Number and Certification (Attachment F-2)
- (c) Business Tax Registration Declaration (Attachment F-3)
- (d) Minimum Compensation Ordinance (Attachment F-4)
- (e) Health Care Accountability Ordinance (Attachment F-5)

D. Communications with City

Interested parties, including PROPOSERS, are directed NOT to contact any employees or officials of the City other than those specifically designated in the RFP and its Attachments. Unauthorized contact may be cause for rejection of proposals at the City's sole and absolute discretion.

E. Questions

All questions related to this Request for Proposal are to be directed, in writing, to

Ms. Pamela Levin
Deputy Director, Administrative Services
City and County of San Francisco
Department of Building Inspection
1660 Mission, 6th floor
San Francisco, CA 94103
Pamela.levin@sfgov.org

Reponses to questions will be posted at

http://www.sfgov.org/site/dbi_index.asp. Click on Permit and Project Tracking System, Request For Proposal.

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IV. Evaluation and Selection Criteria

A. Process Overview

The evaluation and selection will be performed in four phases:

- Phase 1 - Initial Screening for Minimum Qualifications
- Phase 2 - Evaluation of Written Proposals
- Phase 3 - Demonstration
- Phase 4 - Presentation to PPTS Steering Committee (Committee)

The numerical scoring will reset at each phase. All PROPOSERS that meet the minimum qualifications will advance to the Evaluation of Written Proposals phase. The Selection Panel will be comprised of individuals who are knowledgeable on the subject matter including DBI and Planning staff and other City agencies.

The top three (3) PROPOSERS that scored seventy (70) or more points on the written evaluation will be invited to give a demonstration to a Selection Panel comprised of individuals who are knowledgeable on the subject matter including DBI and Planning staff and other City agencies.

The two (2) top scoring PROPOSERS, based on the results of the Demonstration, will be invited to do a presentation to the PPTS Steering Committee (Committee). The Committee is comprised of representatives from DBI, Planning, Department of Technology, Controller's Office and Mayor's Office. Among other criteria, the Committee will evaluate the price based on adding the onetime costs to 5 years of on-going costs of the enterprise license and maintenance and support. Based on the decision of the Committee, a PROPOSER will be selected to proceed with contract negotiations with CCSF.

B. Initial Screening for Minimum Qualifications

City staff will review each proposal to determine if they are responsive. Proposals will be reviewed for completeness, format requirements, and if the PROPOSER meets the minimum qualifications. Only those proposals that are properly completed, and meet the minimum format and content requirements will be considered in the evaluation process.

The Minimum Qualifications are used by the City to determine whether the PROPOSER has experience on projects comparable to the services that the City is requesting. **Any quote that does not demonstrate that the PROPOSER meets all these minimum qualifications by the proposal due date shall be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).**

1. The PROPOSER must have implemented a Construction Permit Tracking and City Planning Project Tracking System COTS solution in a prime vendor capacity. The detailed descriptions of the implementations, found in Attachment A Section IV.A.1 Proposal Summary Template, will be used to evaluate whether the PROPOSER meets the minimum qualifications.

The following requirements must be met:

- a) The customized solutions must be implemented in at least three (3) municipalities with
 - populations not less than 250,000, or
 - permits processed of no less than 20,000 per year.

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- b) At least one (1) solution out of the three must have been implemented in the last five (5) years from the RFP submission date.
- c) All three solutions must be currently operating in production for at least one (1) year from the RFP submission date.

Verification checks, including, but not limited to, prior clients may be used to determine the applicability of PROPOSER'S experience to the services the City is requesting and the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and PROPOSER'S problem-solving, project management and communication abilities, as well as performance on deliverables and outcomes, and effectiveness in meeting or exceeding project objectives. The City reserves the right to perform reference checks at any time during the selection process.

- 2. PROPOSERS must offer a proven, integrated COTS solution that is pre-configurable and modifiable (using the Vendor System's inherent configuration tool) to meet CCSF's requirements.
- 3. A statement from the PROPOSER in the Letter of Introduction to CCSF that the PROPOSER will submit documentation validating that it has complied with all of CCSF's Human Rights Commission (HRC) and Office of Contract Administration (OCA) requirements by the time of contract award. See Attachments E and F for requirements.
- 4. PROPOSERS must offer an Enterprise License Agreement (ELA) on the software product(s) that applies to the entire CCSF organization, encompassing all or a combination of departments that allows users to work on the same software product with one annual payment. The contract will also allow CCSF to forgo the need to register the software each time it is installed on another computer.

C. Evaluation of Written Proposal (100 points)

The proposals will be evaluated by a Selection Panel comprised of individuals who are knowledgeable on the subject matter including DBI and Planning staff and other City agencies.

The Human Rights Commission (HRC) Contract Compliance Officer will assign a rating bonus to the Written Proposal Score if applicable. The written proposal scores or HRC-adjusted written proposal scores (if applicable) will then be tabulated and PROPOSERS will be ranked starting with the PROPOSER receiving the highest score, then continuing with the PROPOSER receiving the second highest score, and so on.

- 1. Evaluation Rating – the written proposals will be scored as follows.

	Point(s)
Experience and Expertise	20
Functional and Technical Requirements	40
System Integration and Architecture	20
Project Execution	20
Total	100

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The top three (3) PROPOSERS who receive seventy (70) points or more will be short listed to continue with the evaluation process.

2. Evaluation Criteria – All the information that will be used for the evaluation is found in Attachment A. Proposal Summary Template unless otherwise specified.

The written proposals will be evaluated based on the following criteria

- a. Experience and expertise (20 points)
 - (1) Depth of experience the PROPOSER has with COTS project installations
 - (2) Degree of experience and expertise the PROPOSER'S project staff has in the fields necessary to complete the tasks
- b. Functional and Technical Requirements (40 points)
 - (1) Ability of the COTS product to meet the functional and technical requirements delineated in Attachment B: Functional and Technical Template
 - (2) Degree to which business best practice solutions are incorporated into the COTS product
- c. System Integration and Architecture (20 points)
 - (1) Degree to which the COTS system can interface and/or integrate with external applications e.g. legacy and client server based systems.
 - (2) Degree to which the PROPOSER uses Service Oriented Architecture products in the COTS system
 - (3) Degree of knowledge and experience the PROPOSER has in delivering secure, scalable, reliable, and dependable products
 - (4) Level of demonstrated expertise the PROPOSER has in implementing an industry standard enterprise databases
 - (5) Degree of the PROPOSER'S use of consistent certified standards across all platforms and applications
- d. Project Execution (20 points)
 - (1) Feasibility and comprehensiveness of the proposed implementation strategy and timeline estimation
 - (2) Degree to which the proposal demonstrates the use of quality management and control
 - (3) Degree to which the approach to migration to the proposed system is comprehensive

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D. Demonstration (100 points)

Following the evaluation of the written bids, the top three (3) PROPOSERS that scored seventy (70) or more points on the written evaluation will be notified via email and invited to give a demonstration. The date and time will be scheduled approximately two weeks from the notification date.

The purpose of the demonstration is to show how the COTS solution can deal with various business processes and technical requirements. The format of the demonstration will be provided when the PROPOSER is notified of the date and time of the demonstration. PROPOSER's teams who participate in the demonstration should include technical and business leads.

The Selection Panel will be comprised of individuals who are knowledgeable on the subject matter including DBI, and Planning staff along with other City agencies. The demonstration will consist of two parts - technical and functional. Each part will be worth 50 points.

	Point(s)
Functional	50
Technical	50
Total	100

Upon completion of the Demonstration, the scores will be totaled. HRC may adjust scores (if applicable).

E. Presentation to PPTS Steering Committee

The two (2) top scoring vendors, based on the results of the Demonstration, will be invited to provide a presentation to the Permit and Project Tracking Steering Committee (Committee). The date and time will be scheduled approximately two weeks from the notification date. The Committee is comprised of representatives from DBI, Planning, Department of Technology, Controller's Office and Mayor's Office.

A total of 100 points will be given based on a presentation by the vendor (85 points), price submission (10 points) and Hosted/ASP strategy and pricing (5 points).

	Point(s)
Presentation	85
Price	10
Hosted/ASP Strategy and Pricing	5
Total	100

PROPOSERS must address the following subjects in their presentations. The presentation should be given by both technical and business experts.

1. Description of firm and personnel qualifications, firm background and history, business plan/approach, current and long term projects and ability to meet project timeline given current resources

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2. Description of the PROPOSER's experience and expertise in implementing the proposed COTS solution in a variety of permit issuing and processing departments including but not limited to DBI, Planning, Dept of Public Works (DPW), San Francisco Fire Dept (SFFD), Department of the Environment (DOE), Mayor's Office on Disability (MOD), Dept of Public Health (DPH), San Francisco Public Utilities Commission (SFPUC), Treasurer and Tax Collector (TTX), Assessor's Office (ASR), and Municipal Transportation Agency (MTA).
3. Ability of the COTS solution to be expanded to meet the business needs of other City Departments
4. Description of the firm's and product features/services that uniquely meet the needs of the City as described in the RFP
5. Description of PROPOSER'S Hosted/ASP Strategy and Pricing – See Attachment D Hosted/ASP Option

CCSF will select the PROPOSER that will best be able to meet all of the requirements of the project. CCSF reserves the right to accept proposals other than the lowest priced offer and to reject any proposals not responsive to this request.

The PROPOSER submitting the lowest comparable price will receive the maximum total number of assigned points (10). The other proposals will then be scored by dividing the amount of their price by the lowest price and then multiplying the result by the total number of points assigned to the price evaluation criterion (10 points).

The Human Rights Commission (HRC) Contract Compliance Officer will assign a rating bonus to the Committee's Score if applicable. The Committee's scores or HRC-adjusted Committee's scores (if applicable) will then be tabulated and PROPOSERS will be ranked starting with the PROPOSER receiving the highest score, then continuing with the PROPOSER receiving the second highest score, and so on.

The highest ranked PROPOSER will be selected to proceed with contract negotiations with CCSF.

V. Pre-proposal Conference and Contract Award

A. Pre-Proposal Conference

Attendance at the pre-proposal conference on January 26, 1:00 pm PST is mandatory. The meeting will be at 1660 Mission 2nd floor, 2001 Conference Room, San Francisco, CA 94103. All questions will be addressed at this conference and any available new information will be provided at that time. Responses to questions raised at the conference will be posted on:

Responses to questions will be posted at

http://www.sfgov.org/site/dbi_index.asp. Click on Permit and Project Tracking System, Request For Proposal.

B. Contract Award

The City and County of San Francisco will select a PROPOSER with whom CCSF staff shall commence contract negotiations. The selection of a proposal shall not imply acceptance of the

Request for Proposals for Permit and Project Tracking System

San Francisco Department of Building Inspection and Planning Department

City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the CCSF, in its sole discretion, may terminate negotiations with the highest ranked PROPOSER and begin contract negotiations with the next highest ranked PROPOSER.

VI. Terms and Conditions for Receipt of Proposals

A. PROPOSER Certification

Each PROPOSER must certify in the Letter of Introduction outlined in Attachment A that it has carefully examined this RFP and documents attached hereto for terms, conditions, specifications, covenants, requirements, services, etc.; and the PROPOSERS must certify that it understands the services requested, that the PROPOSER has knowledge and expertise to provide the proposed services submitted for consideration, and that its proposal is based upon the terms, conditions, specifications, services, and requirements of this RFP and attachments. By its signature on the Letter of Introduction (see Attachment A), the PROPOSER certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors, in compliance with the City's laws.

B. Errors and Omissions in RFP

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

C. Inquiries Regarding RFP

Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference must be by e-mail to Ms Pamela Levin at pamela.levin@sfgov.org.

D. Objections to RFP Terms

Should a PROPOSER object on any ground to any provision or legal requirement set forth in this RFP, the PROPOSER must, not more than ten calendar days after the RFP is issued, provide written notice to the Ms Pamela Levin 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.

E. Change Notices

CCSF may modify the RFP, prior to the proposal due date, by issuing Change Notices which will be posted on <http://www.sfdbi.org>. Please check this site often. The PROPOSER shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the CCSF prior to the proposal due date regardless of when the proposal is submitted.

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F. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for six (6) months from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

G. Revision of Proposal

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

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

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

H. Errors and Omissions in Proposal

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

I. Financial Responsibility

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

J. PROPOSER'S Obligations under the Campaign Reform Ordinance

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

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

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

Request for Proposals for Permit and Project Tracking System San Francisco Department of Building Inspection and Planning Department

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor.

Examples of initial contacts include: (1) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (2) a City officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

K. Sunshine Ordinance

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

unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

L. Public Access to Meetings and Records

If a PROPOSER is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the PROPOSER must comply with Chapter 12L. The PROPOSER must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to PROPOSER's meetings and records, and (2) a summary of all complaints concerning the PROPOSER's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The

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summary shall also describe the disposition of each complaint. If no such complaints were filed, the PROPOSER shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in PROPOSER's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

M. Reservations of Rights by the City

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

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

N. No Waiver

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

1. Local Business Enterprise (LBE) Subconsulting Goals and Participation

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

The LBE subconsulting goal for this project is 6% of the total value of the goods and/or services to be provided. Pursuant to Sec. 14B.9 of the Administrative Code, PROPOSERS are hereby advised that the availability of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Other Business Enterprises ("OBE") to perform subconsulting work on this project is as follows: 3% MBE, 2% WBE, and 1% OBE. PROPOSERS are further advised that they may not discriminate in the selection of subconsultants on the basis of race, gender, or 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.

Each firm responding to this solicitation must demonstrate in its response that it has used good-faith outreach to shall select LBE subcontractors as set forth in S.F. Administrative Code §§14B.8

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and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Human Rights Commission at the time the proposal is submitted, and must be contacted by the PROPOSER (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph will be non-responsive.

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a PROPOSER shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C)&(D) and HRC Attachment E-4, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, Attachment E-4, and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with HRC-certified LBEs located in San Francisco. Visit the Office of Contract Administration's website <http://www.sfgsa.org> to obtain a list of compliant LBE subcontracting vendors.

2. Local Business Enterprise Rating Bonus

1. LBE Prime/Joint Venture Participation

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

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

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

Request for Proposals for Permit and Project Tracking System

San Francisco Department of Building Inspection and Planning Department

If you have any questions concerning the HRC Forms, you may call Alaric Degrafinried at (415) 252-2515.

2. SBA-LBE Bid Discount/Rating Bonus

Pursuant to Chapter 14B, the following rating bonus will be in effect for the selection process for this contractor any PROPOSERS who are certified by HRC as a SBA-LBE. 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 Micro or Small LBE PROPOSER or a joint venture with LBE participation. The SBA-LBE rating bonuses do apply to this Agreement because the anticipated agreement amount is under \$20 million.

If you have any questions concerning the HRC Forms, you may call Alaric Degrafinried at (415) 252-2515.

VII. Contract Requirements

A. Agreements

1. Professional Services P-500 Agreement

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

PROPOSERS are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§34 in form P-500); the Minimum Compensation Ordinance (§43 in form P-500); the Health Care Accountability Ordinance (§44 in form P-500); the First Source Hiring Program (§45 in form P-500); and applicable conflict of interest laws (§23 in the form P-500), as set forth in sections B, C, D, E and F below.

2. Software License Agreement (P-545) and Software Maintenance (P-540)

The successful PROPOSER may be required to enter into a Software License (see Attachment H) and Software Maintenance Agreements (Attachment I). CCSF will work with

the successful PROPOSER on the format and provisions of said agreements. Failure to timely execute each contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required each contract, shall be deemed an abandonment of each contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

B. Nondiscrimination in Contracts and Benefits

The successful PROPOSER will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or

Request for Proposals for Permit and Project Tracking System San Francisco Department of Building Inspection and Planning Department

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. Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at www.sfhrc.org.

C. Minimum Compensation Ordinance (MCO)

The successful PROPOSER will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code, Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO (§43 in form P-500).

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

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

D. Health Care Accountability Ordinance (HCAO)

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

E. First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at www.sfgov.org/loed/fs hp.htm and from the First Source Hiring Administrator, (415) 581-2303.

F. Conflicts of Interest

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

Request for Proposals for Permit and Project Tracking System San Francisco Department of Building Inspection and Planning Department

said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement. Individuals who will perform work for the City on behalf of

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

G. City's Approval Rights over Subcontractors and Staffing Changes

PROPOSERS must identify all subcontractors in their proposal and must conform to all City policies regarding subcontractors. If the City approves the use of the partners as part of the selected PROPOSER'S team, for the purposes of the Agreement negotiated with the City, they will be deemed subcontractors. Notwithstanding anything to the contrary in the negotiated Agreement, the selected PROPOSER shall ultimately bear all responsibility and liability for the performance of all tasks, deliverables, and services under the Agreement. Any proposed changes to Local Business Enterprise subcontractor arrangements must be discussed and approved in advance by the City's Human Rights Commission in accordance with Chapter 14B to the City's Administrative Code.

The City, in its sole discretion, has the right to approve or disapprove PROPOSER'S personnel, including subcontractor personnel, assigned to perform the services in this RFP at any time throughout the term of the contract. The City shall have the right to interview and review the qualifications of any new personnel proposed by the PROPOSER. Any change to PROPOSER'S personnel must be approved in writing by the City at least fourteen (14) days in advance of assignment of such personnel by the PROPOSER. Such approval by the City will not be unreasonably withheld.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

B. Protest of Contract Award

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

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to

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represent the PROPOSER, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

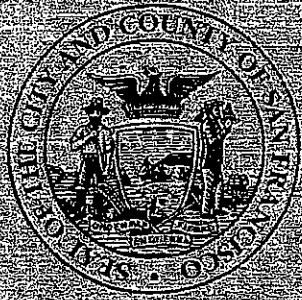
All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made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

Ms. Pamela Levin
City and County of San Francisco
Department of Building Inspection
1660 Mission, 6th Floor
San Francisco, CA 94103

Attachment A
Excerpts

Business Process and Reengineering Report
Department of Building Inspection
December 2007

1. Table of Contents (pg 1-pg2)
2. Executive Summary (pg3-pg10)
3. Inspection Subcommittee Recommendations (pg77)
4. Automation Subcommittee Recommendation (pg 114-pg115)



City and County of San Francisco
Department of Building Inspection

Business Process Reengineering Report

December 2007

Isam Hasenin, P.E., C.B.O.
Director

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BUSINESS PROCESS REENGINEERING FOR THE BUILDING DEVELOPMENT REVIEW AND INSPECTION PROCESS IN SAN FRANCISCO

Business Process Reengineering (BPR) is a long established management analytical tool used to effect substantial improvements in large organizations with complex processes. It is a fundamental rethinking and radical redesign of business processes with the goal of achieving dramatic improvements in quality, timeliness and responsiveness in the delivery of services.

In May 2007, the San Francisco Department of Building Inspection (DBI), under the direction of Mayor Gavin Newsom and the Building Inspection Commission (BIC), embarked on an ambitious Business Process Reengineering initiative to examine the entire building development review, inspection and permitting process for the City and County of San Francisco. The primary goal was to analyze the existing permitting and inspection process city wide, understand its strengths and weaknesses, and then design a new process that will result in a streamlined, efficient process with a focus on delivering high quality and timely services to our citizens.

In June 2007, we invited key decision makers from the Mayor's Office, city departments, and stakeholders from the public to convene as our BPR Executive Steering Committee. Four subcommittees were then formed: **Plan Review and Permit Issuance; Inspections; Automation; and Performance Measures.** Each subcommittee included staff representing city Departments involved in the review and inspection of developments, city union representatives, as well as representatives from industry, community organizations and individual customers. These subcommittees met on a weekly basis (and sometimes more frequently) for four months. During this period, several subcommittee members visited other cities, including San Diego, Sacramento, San Jose and Seattle to review their development review processes and compare those to current practices in San Francisco.

As you will see in the information provided in this report, each subcommittee went through an in-depth, detailed analysis of existing processes; identified key findings; and developed a series of specific recommendations that provide San Francisco's departments involved in the permit review and inspection process with an excellent "roadmap" to achieve major improvements in the way we do our work. The focus throughout the BPR process remained on implementing changes intended to achieve a simpler, easier-to-navigate, permit process that improves turnaround times, ensures predictability in the process and provides accurate, consistent, and timely service with an emphasis on excellence in customer service.

As a result of the BPR process, a strong foundation and roadmap have been established to guide the implementation process. The recommendations will be prioritized for implementation along with stipulated staffing and budgeting requirements over the next **12 - 24 months.** Cooperation and support by the Mayor's Office, the Board of Supervisors, city departments and their respective Commissions will be essential to the success of this effort. Continued monitoring of the implementation of these improvements will enable us to maximize efficiencies and ensure substantial improvements in customer service.

Simultaneously with the BPR effort, the Department contracted with an independent, professional research company – Corey, Canapary & Galanis Research, in late July and in

August, to conduct three focus groups to elicit qualitative insights about the Department's review and approval process from our customers. These focus groups represented a cross-section of the Department's customers – specifically homeowners, building professionals and community and industry representatives – and provided us with additional current data related to public and customer service perceptions. Although we did not include the findings from these focus groups in the deliberations of the BPR subcommittees due to time constraints, the focus groups give us another verifiable source of research that substantiates many of the BPR recommendations. As we move forward with the Implementation Phase, the Department will utilize the insightful information produced from the focus groups' research to ensure that we attain one of our primary goals: being aware of and responding effectively to the needs of our customers.

I am proud to point out that a major finding of our BPR effort is that the staff at DBI, as well as other city agencies, are highly professional, very competent, and possess a great deal of talent, experience and expertise. **The staff is hard working, highly motivated, creative, and committed** to providing high quality and timely service to our citizens.

We have completed this important BPR report, thanks to the dedicated and thoughtful efforts of the nearly **200 participants** listed in the appendix. I especially want to thank the DBI staff who graciously agreed to take on the additional responsibility of chairing and facilitating the BPR initiative, as well as those who participated on the subcommittees. Special thanks also go to our industry subcommittee co-chairs, John Schlesinger from the American Institute of Architects, who led the Plan Review and Permit Issuance Subcommittee; John O'Connor of the Residential Builders Association, who co-chaired the Inspection Subcommittee; Tony Sanchez-Corea of A.R. Sanchez-Corea & Associates, Inc., who co-chaired the Automation Subcommittee; and Gabriel Metcalf, Executive Director of San Francisco Planning + Urban Research Association, who co-chaired the Performance Measures Subcommittee. I also want to thank our customers, representatives of industry and community groups, and other city department staff who took time from their busy schedules to assist us in this invaluable endeavor.



Isam Hasenin, P.E., C.B.O.
Director
Department of Building Inspection

EXECUTIVE SUMMARY

The BPR Executive Steering Committee completed its review of recommendations forwarded by its four subcommittees in late October 2007. Over 180 recommendations were approved for inclusion in this Report. In addition to these key recommendations, "parking lot" issues were identified by the subcommittees, noting that these were outside of the scope of this initiative.

HIGHLIGHTS OF DBI BPR KEY FINDINGS AND RECOMMENDATIONS

I. PLAN REVIEW AND PERMIT ISSUANCE SUBCOMMITTEE

This subcommittee examined the complex review and permit issuance process involving multiple city departments. Depending upon the scope of a proposed project, reviews often demand the time and resources of the Department of Building Inspection, the Planning Department, the Department of Public Works, the San Francisco Fire Department, the Department of Public Health, the Mayor's Office on Disabilities, the Redevelopment Agency, the San Francisco Public Utilities Commission, the Municipal Transportation Authority, and others. The subcommittee mapped in detail the "As-Is" and "To-Be" process involved in real project scenarios – and identified the following Key Findings and Recommendations.

Key Findings:

- Automation and technology are not available and/or not fully utilized.
- Lack of well-defined turnaround time for project review.
- Unreasonably long review and processing times.
- Inconsistent plan submittal standards and requirements that vary among reviewing agencies.
- Duplication of plan reviews and rechecks by different reviewing agencies.
- Lack of adequate quality control, staff training manuals and operating procedures.
- Inconsistent application of rules and regulations.
- Inconsistent method of tracking customers in the building.
- Frequent breakdowns in permitting process for customers.
- Improper and inconsistent use of the Permit Tracking System.
- Complex bureaucratic process that still relies too heavily on paper.
- Too many loop-backs in the permitting process.
- Unnecessary hand-offs of customers in the review and processing of permits.
- Frequent bottlenecks at customer service stations.
- Overlapping and sometimes conflicting requirements from different divisions and/or agencies.
- Poor coordination among divisions resulting in a bureaucratic "silo" mentality.

Key Recommendations:

- Create new **permit technician** classification, and/or retrain those in existing classification to obtain skills to streamline the review process.
- Implement **parallel plan check** process for all projects.
- **Improve** inter-agency and intra-agency coordination of reviews and communications.
- Develop, publish, and implement plan review **turnaround times**.
- Expand **Over-The-Counter** services and reviews.
- Install an **automated customer tracking system** in the Permit Center.
- **Centralize** intake/plan submittal process and develop better intake standards.
- **Identify/eliminate** redundant, unnecessary reviews, approvals, and regulations.
- Create/Remodel **Permit Center** to improve the customer's experience.
- Create a true "**One-Stop Shop**," to include all city review agencies.
- **Reduce paper-based** process and maximize the use of automation and technology.
- Expand **web-based** services.

II. INSPECTIONS SUBCOMMITTEE

Because multiple city departments and agencies are frequently involved in a wide range of inspections, coordination issues and time-consuming duplications were identified as areas in need of change. The subcommittee examined carefully the "**As-Is**" and "**To-Be**" **review and approval process and steps involved in inspection services, and** made the following **Key Findings and Recommendations**:

Key Findings:

- Lengthy turnaround times for inspections.
- Duplication of inspections by more than one agency.
- Automation and technology are not available and/or not fully utilized.
- Automation and technology are not consistently used across all disciplines.
- Inconsistent procedures for inspection requests between different disciplines.

Key Recommendations:

- Develop, publish, and implement **turnaround times** for inspections to be within two business days of request, with a later goal of one business day.
- **Eliminate duplicate inspections** by defining explicit inspection responsibilities for each agency and agency divisions.
- **Improve coordination** between DBI inspections and other agencies such as PG&E, Water Department, SFPUC, DPW-BSM, DPH, etc.
- **Centralize and automate** inspection scheduling for all disciplines, with all city agencies to adhere to uniform time, hours and methods of inspections.
- **Improve consistency** and uniformity between inspection staff and/or agencies.
- Schedule **Board of Permit Appeals** cases to be heard within **45 calendar days** to expedite inspections' process.

III. AUTOMATION SUBCOMMITTEE

This subcommittee focused on the identification and application of state-of-the-art and appropriate technologies, including areas where more accessible and more convenient web-based/online services can be provided, and communications with customers can be improved. It examined in detail the permit review and inspections' process steps where automation and/or new technology tools can make substantial improvements in terms of accuracy and consistency of data collection, and provide the systemic means to improve the process for those using the system both within city government and the public. The subcommittee identified the following **Key Findings and Recommendations**:

Key Findings:

- Databases of agencies involved in permit reviews and inspections are not linked.
- Lack of an automated system to track customers in the Permit Center.
- Inconsistent use of the Permit Tracking System by staff.
- Inability of the current Permit Tracking System to provide holds, and accountability sign-offs.
- Inability of the current Permit Tracking System to provide accurate information that shows online/real-time status of any project, including identifying which staff person within a specific agency is currently reviewing that project.
- Too much reliance on paper forms, permits, etc.
- Lack of online plan review and limited online permitting processes.
- Lack of automated transfer of inspection information between field sites and the administrative office.

Key Recommendations:

- Develop city-wide **automated permit tracking system** to track the entire development, review, permit, and inspection process.
- **Integrate databases** from all departments involved in permit review and inspections.
- Create a "smart" permit numbering system for simplified, more accurate, tracking of projects.
- Provide **updated online services** covering all pertinent information for any property, its permit history, construction type, complaints, violations, conditions of approval, etc.
- Expand the availability, use, and scope of **online permits**.
- Provide field staff with **mobile device** capable of receiving/transmitting/updating information between the field and office database.
- Pilot **electronic plan submittal and plan review**.
- Implement an **automated customer tracking system** in the Permit Center.

IV. PERFORMANCE MEASURES SUBCOMMITTEE

This subcommittee focused on the **identification and development of quantifiable and measurable criteria applicable to all city agencies** involved in the application and plan review, permit issuance and inspection processes. Charged with setting reasonable, practical and achievable goals/performance standards city wide, and

thereby setting the baseline from which ongoing changes may be measured and acted upon, the subcommittee identified the following **Key Findings and Recommendations**:

Key Findings:

- Lack of established turnaround time targets for plan reviews.
- Lack of established turnaround time targets for inspections.

Key Recommendations:

- Implement the following performance measures and turnaround times.
- Provide quarterly and annual reports to evaluate actual performance against established measures and objectives.

Target:

1. To complete and issue to the project sponsor the initial comprehensive plan review comments within established turnaround times as described below, for at least 90% of projects. These turnaround times will apply to all review disciplines unless otherwise noted.

- a. **Small Projects: 10 business days from arrival date to review discipline.**

- Simple one or two-story single family and duplex on level lot.
- Minor modifications and additions to single multi-family residential, commercial and industrial buildings.
- Signs with structural calculations.
- Commercial tenant-improvements with minor structural calculations.
- Site retaining walls.
- Foundation repairs.
- Storage racks.

- b. **Medium Projects: 20 business days from arrival date to review discipline.**

- Three-story or more single family dwelling or duplex.
- Custom, unusual single family dwelling including hillside with steel substructure and/or concrete piers or caissons.
- Two, three or four-story multi-family, commercial or office buildings.
- Simple four-story multi-family residential project over a concrete podium.
- Complex commercial and office tenant improvements with or without structural calculations.
- Parking structures (up to three stories).
- Assembly occupancies (churches, schools, restaurants with multiple dining rooms, etc.).
- Excavation and shoring.
- Indoor swimming pool.

c. **Large Projects:** Turnaround times to be determined on a case by case basis determined and provided to project sponsor at submittal time for all reviewing agencies (excluding Planning Department and SFRA). *Note: These projects must go through completeness review by appointment only before intake.*

- Complex four or more stories commercial/office buildings or multi-family project including buildings over a concrete podium.
- High rise buildings.
- Multiplex theatres/auditoriums.
- Multi-story shopping centers/malls.
- Convention centers.
- Airport.
- Wastewater and water treatment plants.
- Projects subject to peer review.

2. **For building permit application, Planning Department and SFRA to complete and issue the initial comprehensive plan review comments/corrections, within 15 business days of arrival date, for 90% of projects.**
3. **To schedule all rechecks within three business days of request for at least 90% of projects.**
4. **To distribute all submitted drawings to next review station within one business day for 90% of projects.**
5. **To schedule pre-application meetings for all city agencies, excluding Planning Department and SFRA, within three business days of request and to be held within 10 business days for 90% of projects.**
6. **For Planning Department and SFRA, to schedule pre-application meetings within three business days of request to be held within 15 business days for 90% of projects.**
7. **For all city agencies, to perform field inspections associated with DBI permits within two business days of request for 90% of projects with a long-term goal of one business day.**
8. **For DBI and SFFD, to respond to life hazards/life safety/lack of heat complaints within one business day for 100% of requests.**

III. INSPECTION SUBCOMMITTEE RECOMMENDATIONS

A. INSPECTIONS: OVERALL PROCESS

1. **Centralize and automate inspection scheduling for all disciplines, with option to contact inspector through:**
 - a. **Integrated Voice Recognition System (IVR)**
 - b. **Online / website**
 - c. **In-person**
2. **Create hybrid scheduling system, partly automated for inspection time slots with supervisors allocating assignments day of, to sustain needed flexibility (inspector calls to confirm).**
3. **Automated system to screen types of inspections; identify how many of what types are needed on any given day. (Different inspections require varying lengths of time.)**
4. **New system must have ability to assign time slots/hours for coordinated inspections among all agencies.**
5. **Automate permit applications, revisions, expirations numbering system (one master permit application number).**
6. **Assign an inspector at inspection counter from 7:30 AM to 5:00 PM to answer technical questions, requests for information, etc. for all disciplines.**
7. **Inspection turnaround time. Goal is one business day to two business days, implemented in two-stage process:**
 - a. **Immediate goal: two business days from time when call is received.**
 - b. **Long-term goal: one business day from time when call is received.**
8. **All city agencies to adhere to response time, hours and methods of inspections.**
9. **DPW-BSM also to meet two business days inspection turnaround times on street improvements/street space and sidewalk issues.**
10. **Mayor's Office on Disability to meet two business days inspection turnaround.**

3. ~~Enhanced inspection scheduling for all disciplines. Inspection scheduling to integrate IVR or web-based system with PTS. Options to schedule inspections for other departments SFPD, DPW, DBI, etc.~~
4. Provide real time inspection history for projects.
5. Ability to view a customer's required special inspections for current projects.
6. Provide list of frequently asked questions regarding the permitting process, code interpretations, submittal requirements, guidelines and checklists online.
7. Ability to check expected turnaround times, project status, assigned plans examiner, number of hours reviewed, name of supervisor, and view plan review comments.
8. 3R Report requests submittal to be made available online with acceptance of online payments and receipt issuance.

D. AUTOMATE PLAN REVIEW SERVICES

1. System to automate and notify owner/staff/neighbors of all important project timeframes i.e., expiration of plan review, expiration of permit renewals, permit renewals and extensions, TCO, NOV, turnaround times, escalation mechanisms, routing templates, all milestones in a project lifetime for all review stations (i.e., Planning Department, MOD, SFPUC etc.).
2. System to track staff's comments, determinations, and conditions of approval.
3. System to have real time access to other agency databases State Contractors Licensing Board, Workers' Compensation, Business Tax Registration Certificate, etc.
4. Expand routing to show specifically what stage of Planning Department review the project is in (notification stage or hearing dates, etc.).
5. System to provide the ability to track plans – subcommittee to look into various plan tracking mechanism like RFID barcode, labeling, check-in and check-out, etc.

E. AUTOMATE INSPECTION SERVICES

1. Provide field inspectors with cellular phones.
2. Provide field inspectors with latest devices like hand-held devices to record field inspections, update complaint status, NOV, correction notices, etc.
3. System to have built-in links to various portion of the process to place 'holds' for inspections or other functions.

IV. AUTOMATION SUBCOMMITTEE RECOMMENDATIONS

A. INTEGRATED PERMIT TRACKING SYSTEM

1. System to **provide work flow tracking** and ability to track status from application submission to Certificate of Final Completion and Occupancy (CFC).
2. **Integrate databases from different divisions, departments and agencies** (i.e., Housing Inspection Services, SFFD Headquarters, Planning Department, Assessor's Office, DPH, SFRA, DPW, DPW-BSM, etc.)
3. System to be capable of **aggregating all pertinent information** for any particular property/building. (Existing complaints/NOVs (HIS, BID, EID, PID), historical status, number of units, stories, type of construction, year built etc.).
4. **Consolidate legal city address database** among Assessor's Office, DBI, DPW-BSM. (Inter-departmental subcommittee to coordinate implementation of the various addressing processes like new address or change in existing addresses.) Provide real time block and lot maps online and integrate block and lot maps from other city agencies.
5. System to **collect and distribute fees** for other city agencies involved with the permitting process.
6. System to have a **well documented user manual/guide** in conjunction with the **business policies and procedures manual**.
7. System to provide a **smart permit numbering system**.

B. IMPLEMENT AUTOMATED CUSTOMER TRACKING SYSTEM

1. Ability to track customer wait-times.
2. Ability to intelligently route customer based on wait times.
3. Ability for customer to "wait" in multiple lines. True parallel or "shotgun" review.
4. Ability to store customer information and transfer data into a permit tracking system if customer files for permit.
5. Ensure customer flow to eliminate bottlenecks.

C. ONLINE SERVICES

1. Provide **centralized application forms** from various city agencies online and the ability to enter project information and start application process online.
2. Increase the types of permits that can be **issued online**.

Attachment B

Minutes

**Building Inspection Commission
Department of Building Inspection
Regular Meeting April 28, 2008**

Item 4 (pg 6 of 8): Discussion and possible action regarding the implementation plan for the Business Process Reengineering for DBI. Resolution No: BIC 030-08.

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April 28, 2008

**BUILDING INSPECTION COMMISSION (BIC)
Department of Building Inspection (DBI)**

REGULAR MEETING

**Wednesday, April 28, 2008 at 9:00 a.m.
City Hall, 1 Dr. Carlton B. Goodlett Place, Room 416
Aired Live on SFGTV Channel 78
ADOPTED July 16, 2008**

MINUTES

The special meeting of the Building Inspection Commission was called to order at 9:10 a.m. by President Walker.

- 1. Call to Order and Roll Call - Roll call was taken and a quorum was certified.**

COMMISSION MEMBERS PRESENTS:

Frank Lea, President
Reuben Hechanova, Commissioner
Criss Romero, Commissioner
Debra Walker, Commissioner
Mel Murphy, Vice-President
Rafael Mandelman, Commissioner
Vahid Sattary, Commissioner
Ann Aherne, Commission Secretary

D.B.I. REPRESENTATIVES:

Isam Hasenin, Director
Neal Taniguchi, Support Services Manager
William Strawn, Communications Manager
Rosemary Bosque, Chief Housing Inspector
Sonya Harris, Secretary

CITY ATTORNEY'S OFFICE REPRESENTATIVE:

John Malamut, Deputy City Attorney

- 2. President's Announcements.**

The President had no announcements.

- 3. Discussion and possible action regarding the fee adjustment proposal and its budgetary impacts based on fee study performed for DBI by the Matrix Consulting Group.**

Director Hasenin said that he would be doing a PowerPoint presentation on the results of a fee study that was concluded by the fee consultant and DBI staff and said that he would be asking the Commission for support on some fee assessments that the Department is proposing.

Director Hasenin said that at this fee study was the first study done since 1992 when DBI was still part of the Bureau of Public Works.

Director Hasenin did a 25 minute PowerPoint presentation that highlighted the following:

- Background of why Fee Study was initiated
- Goals of the Fee Study
- Policy Guidelines
- Fee Study Findings
- Bay Area Fee Comparisons of hourly rates for Plan Review, Inspection, and Support Services
- Staff Recommendations
- Bay Area Fee Comparison by Type of Project
- Service Improvements and Enhancements

Commissioner Romero asked when the Department would be able to implement the new fees. Director Hasenin said that it would be sometime in September or October as a fee ordinance would have to be passed by the Board of Supervisors and after passage there is a State law requiring a waiting period before the ordinance can go into effect.

Commissioner Walker thanked the Director for putting forward the fee assessment and said that she now understood why the Department did not have money. Commissioner Walker said that she had concerns because the study shows that the Housing Division is not capturing its fees and said she wanted to make sure that the Code Enforcement Outreach Program (CEOP) and the Single Room Occupancy Program (SRO) would not be adversely affected by fee increases.

Director Hasenin said that because Housing is unique and separate from permitting, and even though the fee study shows a deficit of \$2.5M, it is not being addressed currently. Director Hasenin said that he would be moving forward to set up a process with the appropriate constituency groups and stakeholders to come back in the next six months to a year with a concrete proposal and specifics regarding Housing.

Commissioner Walker said that the Department has taken on legal obligations that the Board of Supervisor's and the Mayor's Office want the Department to do and said that the Department does these things willingly, but should watch the cost. Commissioner Walker stated that the Grand Jury Report on the Department said that by undercharging the Department was in legal jeopardy because the fees are not attached to the services provided. Commissioner Walker asked if the Department was going to be offering any kind of incentive fees for "green" projects or other such projects that the Department might want to encourage. Commissioner Walker said that the fees were being raised to cover not just DBI's current operation, but also the changes outlined in the BPR. Commissioner Walker stated that there would be up front costs with the BPR that would make the budget higher and asked if after a period of time some fees might be lowered.

Director Hasenin said that with subsidizing different programs DBI is an Enterprise Department and as long as DBI is not making a ton of money or subsidizing General Fund programs like the Fire or Police Departments DBI is meeting the spirit of the law. Director Hasenin said the implementation items are in the fee study, but said that with the goal of having a fee study every two to three years the Department could go back and look at fees. Director Hasenin said that he was not too concerned about having a surplus, but was concerned about getting through the rough economic times that may continue for the next couple of years.

Commissioner Sattary said that DBI's revenues rise and fall depending on the construction industry and said that last year the revenue was very low compared to the previous five years. Commissioner Sattary said that if fees were raised by the proposed 29% then in a good year DBI would have a huge surplus. Commissioner Sattary stated that he totally agreed that there was a need for a fee increase, but said that he wanted to determine what baseline was used in the study. Director

Hasenin said that the revenues and expenses were somewhat misleading because the Board of Supervisors had kept expenses down by not allowing the Department to fill all the vacant positions needed to provide better customer service. Director Hasenin stated that he did not see the Department having any huge surplus as he was expecting most business to come from residential remodels over the next few years with a big job coming in once in a while that will help. Director Hasenin stated that the fee consultant based the study on an actual assessment of the cost for providing each individual service that the Department offers. Director Hasenin said that it is recommended for a department to look at its fees every three to five years, but said that he wanted to come back in less time because the Department should change the evaluation tables and get away from that basis for calculating fees.

President Lee thanked the consulting firm for helping with the study and asked the Director how the fee proposal was determined or what the outreach process involved. Director Hasenin said that the proposal went before the Code Advisory Committee, but the Department also met with several organizations such as the American Institute of Architects (AIA), Residential Builders Association (RBA), Building Owners and Managers Association (BOMA), San Francisco Citizens for Responsible Growth (SFCRG), San Francisco Apartment Association and many labor unions in order to reach as many stakeholders as possible. Director Hasenin stated that many of those stakeholders were present to speak about the fee increases.

Vice-President Murphy voiced his concerns that there were no fee increases for Housing services and asked about the cost of 3-R reports. Director Hasenin said that he would be addressing Housing at a later date when the Department is able to initiate a BPR for that division. Director Hasenin said that when the 3-R report is available on-line that the cost for an on-line report could possibly be less depending on what the customer would want.

Commissioner Sattary said that he was concerned about the \$311 per hour fee for an engineer and said that in private industry \$300 an hour exceeds a senior principal's rate. Commissioner Sattary said that he hoped that fee would be reduced as the business of the Department is reformed. Commissioner Sattary asked about how the consultant came up with the recommendation of a 29% fee increase. Director Hasenin said that he would be happy to meet with Commissioner Sattary and to have the consultant answer any questions the Commissioner might have.

President Lee called for public comment and said that public comment would be limited to two minutes per speaker.

Mr. Michael Cohen introduced himself as the Director of the Mayor's Office of Economic and Workforce Development. Mr. Cohen said that on behalf of the Mayor he wanted to encourage the Commissioners to support the fee increases as the fee increases seem to be extremely well supported by the analysis that was done.

Mr. Ken Cochrane said that he was present to support the fee increase proposal as the industry understands that it costs money to run an adequately staffed and well trained City Department. Mr. Cochrane stated that the industry will expect a higher level of service with reduced turnaround times on inspection services and an update in the Department's technology.

Ms. Jennifer Devlin, President of the Board of Directors of the AIA of San Francisco said that she was present to acknowledge a full and unanimous approval of the fee increases from the AIA Board. Ms. Devlin said that it was clear to their over 2,500 members that an increase in fees will help support the changes in the Department that have been talked about for years.

Mr. Sean Pritchard of the San Francisco Apartment Association said that his organization had provided a letter to the Commission regarding their support for the fee increase. Mr. Pritchard stated that DBI serves the general public and said that this fee increase would support a positive change for DBI and the general public.

Mr. Bruce Bonacker said that he participated in the BPR study and was very pleased with the results. Mr. Bonacker stated that he wanted to express his personal support for the fee increases which are long overdue. Mr. Bonacker said that as the Department increases fees there will probably be more people trying to get away with doing work without getting permits and

urged the Department to be mindful of that. Mr. Bonacker expressed his concern that raised fees would hurt the affordable housing industry in San Francisco.

Mr. Michael Hammon, a general contractor working in the City, said that he was involved in the affairs of this Department for a great number of years and said that he had never seen an interest in making the Department as user-friendly as it has been in the past year. Mr. Hammon stated that the involvement of stakeholders and the user community in the decision making for how to improve procedures and policies has been unique. Mr. Hammon said that he believed in a fair and reasonable cost, but asked that stakeholders be able to get an inspection in 24-hours instead of having to wait for a week.

Ms. Michelle Horneff-Cohen introduced herself as the President of the Professional Property Management Association of San Francisco and said that she was present to lend support to the Director. Ms. Horneff-Cohen stated that she was optimistic that the fee increases will be accompanied by positive changes in the Department.

Mr. Joel Panzer a property owner and resident asked that the Commission support the Director in raising fees and said that he was encouraged to hear words such as open, transparent, accessible, efficiency and speed in connection with the Department.

Mr. Bob Noelke said that he was a small property owner and said that he supported the Director on this program with some conditions. Mr. Noelke said that the process needs to be streamlined. Mr. Noelke stated that in the past DBI had problems with having a surplus and said that if there was a surplus in the future the fees should be adjusted accordingly.

Mr. Luke O'Brien of SFCRG said that it was unique to have the support of the industry to raise fees, but said that the support is based on a few conditions. Mr. O'Brien stated that the public wants value for money, so money generated from the fee increases should be well spent and should go back into improving the process. Mr. O'Brien said that this money should stay with DBI and should not be hijacked into some other branch of government. Mr. O'Brien said that with those caveats he would encourage the Commission to support the proposals.

Mr. Charles Turner of SFCRG said that he agreed that the fee increases were necessary and urged the Commissioners to support this issue.

Mr. Shuhil Satara said he is an architect with a customer base that includes very low budget clients. Mr. Satara said that if the increase in fees helps to streamline the process by making it more efficient that would actually be more beneficial to his customer base than anything else. Mr. Satara encouraged the Commission to support the proposed fee increases.

Mr. Simon Kwan said that he supported the fee increase and said that he hoped that DBI and Planning will streamline the process and have a more essential computerized system.

Ms. Kelton Finney of SFCRG urged the Commission to vote in support of the increases and asked that DBI start a dialogue with the new Planning Director to make Planning more efficient.

Mr. Rodrigo Santos, a Structural Engineer, said that Planning and DBI are separate yet connected and said that in obtaining a permit, 20% of the fees go to DBI and 80% are Planning fees. Mr. Santos said that since there is a new Planning Director now would be a perfect time to start a new dialog with Planning. Mr. Santos stated that DBI has been subsidizing Planning for a number of years, but is no longer able to do so. Mr. Santos said that Planning will have to live within the same budgetary constraints as DBI is experiencing.

Mr. Drake Gardner of SFCRG said that he was very worried about Planning and its processes. Mr. Gardner said that any money collected by DBI should stay with DBI as in the past too much money was given to Planning with no accountability.

Commissioner Walker made a motion, seconded by Commissioner Romero, that the Commission supports the recommended fee increases with the caveat that the Commission will review this issue in three years.

Commissioner Sattary said that he saw reasonable evidence that fees need to be increased, but said that he did not see a clear explanation of how the figure of 29% came about. Commissioner Sattary stated that if fees are going to be increased by 40% eventually, he would like to see a 20% fee increase the first year and then have that reevaluated.

Commissioner Murphy said that he was in favor of moving this issue forward and not doing any staging.

President Lee said that he would support the motion and said that he liked the idea of reevaluating the situation in three years. President Lee said that the Department would be recouping its costs of doing business and said that there had been no increase in sixteen years; this is a step forward in making the Department more transparent.

Deputy City Attorney John Malamut asked that Commissioner Walker amend her motion to authorize staff to work with the City Attorney's Office to draft legislation to enact these fee increases as supported by the Commission. Commissioner Walker agreed to amend the motion to include the City Attorney's suggestion and the three year review.

President Lee called for a vote on the motion. The Commissioners voted as follows:

President Lee	Yes	Vice-President Murphy	Yes
Commissioner Hechanova	Yes	Commissioner Mandelman	Yes
Commissioner Romero	Yes	Commissioner Sattary	No
Commissioner Walker	Yes		

The motion carried on a vote of 6 to 1.

RESOLUTION NO. BIC 029-08

Director Hasenin thanked the Commissioners, members of the public and stakeholders for their support.

4. Discussion and possible action regarding the implementation plan for the Business Process Reengineering (BPR) for DBI. [Director Hasenin]

Director Hasenin asked that Item #4 be continued until after Item #5 is heard. The Commission agreed to the change.

5. Discussion and possible action regarding the Supplemental Request to the DBI budget.

Director Hasenin said that this item has come up in the last couple of meetings and said that the Department heard the Commission loud and clear in terms of concerns about the supplemental staffing level. Director Hasenin stated that there continues to be a slow down in the economy and said that there was no point in requesting this supplemental at this time so he was proposing to remove it completely from the budget.

Commissioner Walker asked if this would mean moving forward with the proposed budget that has the \$10M deficit in hopes that the increased fees will catch up. Director Hasenin said that the Department would submit a budget through the Mayor's Office with a modification to the revenue side in anticipation of more revenues, but said that everything else would remain the same. Commissioner Walker asked if the budget included enough money for the building out at 1660 Mission Street. Director Hasenin said that it would include remodels for next year which are underway now.

The City Attorney advised that the budget would remain the same so there was no reason for the Commission to take any action on this item.

Commissioner Romero asked if there was anything in the proposed budget that could be implemented without any cost. Director Hasenin said that in terms of the BPR Implementation Plan the Department is proceeding according to the timeline and will be starting changes in a sequential or staggered manner depending on the items. Director Hasenin said that he anticipates making changes as revenues come in.

Commissioner Walker asked about open positions in the budget. Director Hasenin said that there were no open positions as there is a City rule that requires DBI to maintain an 8% vacancy rate and said that the Mayor had asked for additional cuts so the Department is very lean. Director Hasenin stated that there were only a couple of positions available.

Commissioner Mandelman asked what kind of cuts the Department had to make at the request of the Mayor.

Commissioner Romero said that an Executive Memo came out to all departments and said that he always thought that it would apply differently to an Enterprise Funded Department such as DBI rather than those under the General Fund.

Director Hasenin said that luckily for DBI the Mayor's Office has been very cooperative and in terms of staffing only seven positions were affected versus 24 which would have been 8% of the 300 DBI employees. Director Hasenin stated that the Department worked out additional savings that satisfied the Mayor's Office.

There was no public comment on this item.

~~4. Discussion and possible action regarding the implementation plan for the Business Process Reengineering (BPR) for DBI. [Director Hasenin]~~

Director Hasenin said that when the BPR plan was submitted the Commission had concerns about the staffing levels required, but due to budgetary restrictions the Department is not asking that those positions be filled at this time. Director Hasenin said that he was just asking for the Commission's support on the Implementation Plan because it is basically a blueprint on how to proceed, but has no budgetary or staffing implications.

President Lee called for public comment.

Mr. John O'Connor of the RBA said that he would support the recommendations and stated that the industry had worked very hard over the last year with the Department to make the permitting process easier for DBI and its users.

Mr. Tim Folan of the San Francisco Action Coalition said that his 75 member organization, many of who are involved in the building of residential housing in the City, support the fee increases and in particular want to support the new Director and his work for reengineering the Department. Mr. Folan stated that he wants to see DBI become the modern functioning agency that it deserves to be. Mr. Folan asked that the fee increase be grandfathered in so that projects that are in the pipeline are not unfairly penalized. Mr. Folan said that if the Department were functioning properly there would not be a need for expeditors which would help with affordable housing.

Commissioner Walker asked about the automation in the Implementation Plan dealing with inspection scheduling and tracking and hiring temporary staff to accomplish that.

Director Hasenin said that there were concerns about outsourcing automation work, but the Department met with labor union representatives and it was determined that the solution will utilize more City resources than to buy something off of the shelf. Director Hasenin stated that DBI wants to build a system quickly and said that the Department will use DTIS if they have the resources to help.

Commissioner Romero said that to Director Hasenin's credit he is really planning things out and looking at what the resources are and utilizing internal employees, permanent civil service people, to work on the automation. Commissioner Romero stated that he was concerned because the Planning Department was not doing this and said that he hoped that the two systems would be able to work together.

Commissioner Walker made a motion, seconded by Commissioner Murphy, to accept the BPR Implementation Plan. The motion carried unanimously.

RESOLUTION NO. BIC 030-08

6. Commissioner's Questions and Matters.

- a. **Inquiries to Staff.** At this time, Commissioners may make inquiries to staff regarding various documents, policies, practices, and procedures, which are of interest to the Commission.
- b. **Future Meetings/Agendas.** At this time, the Commission may discuss and take action to set the date of a Special Meeting and/or determine those items that could be placed on the agenda of the next meeting and other future meetings of the Building Inspection Commission.

Commissioner Walker asked that an item be placed on a future agenda to have a presentation of the Memorandum of Understanding (MOU) that the Department has with the Housing Authority.

Director Hasenin said that the Department and members of the Commission were working on a having a joint meeting with the Planning Department and Planning Commission. Director Hasenin asked the Commissioners to submit any items that could be placed in the agenda for that meeting.

Secretary Aherne said that the next regular meeting would be on May 21st and asked that all items for the meeting be submitted at least a week in advance. Commissioner Romero said that he would not be present at the May meeting.

There was no public comment on this item.

7. Adjournment.

Commissioner Walker made a motion, seconded by Commissioner Hechanova, that the meeting be adjourned. The motion carried unanimously.

RESOLUTION NO. BIC 031-08

The meeting was adjourned at 10:58 a.m.

Respectfully submitted,

 Ann Marie Aherne
 Commission Secretary

SUMMARY OF FOLLOW-UP AND FUTURE AGENDA ITEMS

Future agenda item - Presentation regarding MOU between DBI and the Housing Authority. -
Commissioner Walker.

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Joint meeting with Planning Department/Commission. - Director Hasenin

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS Dept. Code: DPW

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4120-05/06)

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

Type of Service: Financial Consulting in Acquisition Reimbursement and Cost Allocations

Funding Source: SF Redevelopment Agency (SFRA)

PSC Original Approved Amount: \$900,000 PSC Original Approved Duration: 08/15/06 - 08/14/11 (5 years)
PSC Mod#1 Amount: \$449,000 PSC Mod#1 Duration: 08/15/11-02/11/14 (2 years 26 weeks)
PSC Mod#2 Amount: \$6,000,000 PSC Mod#2 Duration: 02/12/14-05/14/15 (1 year 13 weeks)
PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 05/15/15-05/14/20 (5 years 2 days)
PSC Mod#4 Amount: PSC Mod#4 Duration:
PSC Cumulative Amount Proposed: \$7,349,000 PSC Cumulative Duration Proposed: 13 years 39 weeks

1. Description of Work

A. Scope of Work:

Services are for financial consulting in facilities acquisition in conjunction with Mission Bay Development-Community Facilities Districts Nos. 4 & 6 (CFD #4 & #6). The consultant's principal responsibilities will be to advise the Department of Public Works (DPW) on the interpretation of existing agreements with Developer, the determination of reimbursable expenses, the settling of cost allocation and acquisition reimbursement protocols

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

Mission Bay Development's Disposition and Development Agreement and Acquisition Agreement obligate the Department of Public Works (DPW) to review and approve acquisition reimbursement applications submitted by the developer. Denial of the request would potentially result in inappropriate approvals and disbursements of Redevelopment Bond Funds - Community Facility District (CFD) #4 & 6.

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

Yes, PSC 4120-05/06 was approved on May 15, 2006

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

2. Union Notification: On 02/10/15, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4120-05/06

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Experience in establishing, reviewing and interpreting public finance district and acquisition agreements. Experience and availability of cost estimators and personnel to review construction, design and related costs, and reimbursement applications. Key personnel should have a minimum of five years of experience.

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

5203,5207,

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

No

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil Service classifications are applicable but City personnel do not currently have the required expertise or experience.

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

No. Civil Service classifications already exist.

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

YES NO

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

B. Will the contractor train City and County employee?
(please see attached for explanation)

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 02/10/15 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: Tuesday, February 10, 2015 11:52 AM
To: Kim, Sung; richardisen@gmail.com; L21PSCReview@ifpte21.org; Tsang, Tiffany; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 4120-05/06 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period May 15, 2015 - May 14, 2020. 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/4507>

Email sent to the following addresses: L21PSCReview@ifpte21.org richardisen@gmail.com

Additional Attachment(s)

PSC 4120-05/06 - Financial Consulting in Facilities Acquisition, Reimbursement and Cost Allocations

If the request is for 5 years or more, please upload explanation:

In response to market conditions, the developer plans to continue to build projects in the next few years and additional Redevelopment CFD Bond funds became recently available for disbursement. Thus, the developer is anticipating continuing to submit reimbursement requests for review in the next 5 years. The overall development program is expected for 20 years, however, the development schedule is determined incrementally depending on market conditions and availability of CFD Bond funds.

5.B. Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:

No training will be provided as this type of service is outside the scope of work for civil class classification 5203 & 5207. The request for this type of service only occurs periodically and projects requiring financial services for acquisition of facilities are unusual and intermittent.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT Dept. Code: ENV

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4077-10/11)

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

Type of Service: Third Party Administration of Pre-Tax Commuter Benefit Program

Funding Source: Department Payroll Tax Savings
PSC Original Approved Amount: \$700,000 PSC Original Approved Duration: 03/01/11 - 06/30/15 (4 years 17 w
PSC Mod#1 Amount: \$700,000 PSC Mod#1 Duration: 07/01/15-06/30/20 (5 years 2 days)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$1,400,000 PSC Cumulative Duration Proposed: 9 years 17 weeks

1. Description of Work

A. Scope of Work:

Administer all aspects of pre-tax employee benefit program, including participant enrollment through web-based database interface, distribution of transit fare media, customer service, account management, payroll interface and reconciliation, and reporting.

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

The program is part of the employee benefits package available to all City and County of San Francisco (CCSF) employees and provides a significant incentive to take transit, in keeping with the City's Transit First Policy. Currently over 3,300 CCSF employees are enrolled in the program and participation increases monthly. Through the program, employees can deduct up to \$230 per month, pre-tax, from their paychecks in order to pay for transit and vanpool expenses. Denial would mean elimination of an important employee benefit, which has no net cost to the City (costs are covered by departmental payroll tax savings).

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

PSC 4130-06/07

D. Will the contract(s) be renewed? Contract will be for 2 years; may be renewed for 2 additional years.

2. Union Notification: On 12/26/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4077-10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Must be a third-party benefits administrator with specialized knowledge of Internal Revenue Service Regulations applicable to Pre-Tax Commuter Benefits and the systems and processes necessary to deliver such benefits. (See Attachment)

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

1209,1210,1813,1814,

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

Yes. Account vendor must possess management systems specific to commuter benefits administration, affiliate agreements with SF Bay Area transit providers, web-based interface tool, and customer service call center with extended hours and knowledge of local SF Bay Area transit options.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The existing classes are specialized in other benefit programs and do not possess knowledge and expertise in Pre-Tax Commuter Benefits, including the systems and processes specific to such programs and legal knowledge of Internal Revenue Service Code section 132(f).

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

No, because of the numerous special systems and processes needed to perform this work, it would not be cost-effective to operate such a program internally.

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?
3rd Party Administration will be performed as one complete package. (See
- 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 12/26/14 BY:

Name: Rachel Buerkle Phone: 415-355-3704 Email: Rachel.Buerkle@sfgov.org

Address: 1455 Market St., #1200 San Francisco, CA 94103

Receipt of Union Notification(s)

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of Rachel.Buerkle@sfgov.org

Sent: Friday, December 26, 2014 5:44 PM

To: Buerkle, Rachel (ENV); pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA); david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; Buerkle, Rachel (ENV); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)

Subject: Receipt of Modification Request to PSC # 4077-10/11 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The ENVIRONMENT -- ENV has submitted a modification request for a Personal Services Contract (PSC) for \$700,000 for services for the period July 1, 2015 - June 30, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/4345>

Email sent to the following addresses: Larry.Bradshaw@seiu1021.org joe.tanner@seiu1021.net david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org ted.zarzecki@seiu1021.net joe.brenner@seiu1021.org pscreview@seiu1021.org

Additional Attachment(s)

PSC # 4077-10/11

Addendum No. 1

Department of the Environment
3rd Party Commuter Benefits Administration

For all PSC's, if the duration requested is 5 years or more, an explanation is required

Pre-Tax Commuter Benefits is an ongoing program and part of the city's benefit package. Additionally, the program supports the city's greenhouse gas reduction goals and Transit First policy by promoting the use of transit and vanpool for work commuting instead of driving alone.

PSC # 4077-10/11 - Addendum No. 2
Department of the Environment

Q. 3A. Specify required skills and/or expertise:

Must be a third-party benefits administrator with specialized knowledge of Internal Revenue Service Regulations applicable to Pre-Tax Commuter Benefits and the systems and processes necessary to deliver such benefits. Must have web-based participant enrollment /interface and account management system, technological capabilities to interface with CCSF Payroll system, data tracking and security methods compliant with the HIPAA standards (Health Insurance Portability and Accountability Act of 1996), professional telephone customer service with knowledge of all local SF Bay area wide transit options, and ability to directly deliver transit media on-time every month to multiple locations.

Q. 5.B Will the contractor train City and County Employees?

3rd Party Administration will be performed as one complete package. It will be done off-site through web-based data transfer. Training of CCSF employees is not possible or productive.

MINUTES

Regular Meeting
April 2, 2007

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

CALL TO ORDER

2:02 p.m.

ROLL CALL

President Thomas T. Ng	Present
Vice President, Alicia D. Becerril	Not Present
Commissioner Donald A. Casper	Present
Commissioner Morgan R. Gorrone	Present
Commissioner Yu-Yee Wu	Present

President Thomas Ng presided.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

Sin Yee Poon, SEIU Local 790 requested to sever PSC #2000-06/07 through 2003-06/07.

APPROVAL OF MINUTES

Regular Meeting of March 19, 2007

Action: Approve. (Vote of 4 to 0)

Note: The Executive Officer noted that at the Civil Service Commission Meeting March 19, 2007, the Civil Service Commission voted to postpone to the meeting of May 7, 2007 after 5:00 p.m. the request by the Lawyers' Committee for Civil Rights of the San Francisco Bay Area (Lawyers' Committee) to stay promotions at the San Francisco Fire Department in Class H – 30 Captain so that all Commissioners could be present. The Executive Officer received notice from Commissioner Becerril that she would not be able to attend the May 7, 2007 Regular Meeting and requested that the matter be rescheduled. The Commission gave the Executive Officer general direction to schedule a special meeting in a manner to not create a delay and as close as possible to the May 7, 2007 Regular Meeting.

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

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
1000-07/08	Sheriff	\$250,000	Will provide electronic home detention and monitoring services for inmates who qualify for home detention as an alternative to jail incarceration.	Annual	06/30/08
1001-07/08	Child Support Services	\$28,500	Will provide genetic, paternity testing in child support cases for the City & County of San Francisco Department of Child Support Services.	Annual	06/30/08
1002-07/08	Child Support Services	\$24,000	Will provide legal processing services; tracking, filing, services of summons, and research for the City & County of San Francisco Department of Child Support Services.	Annual	06/30/08
1003-07/08	Airport Commission	\$220,000	Will provide Sam Trans Owl Bus Service between SFO and San Francisco to the north and Palo Alto to the south.	Annual	06/30/08
1004-07/08	Arts Commission	\$1,498,387	Will provide free concert at the San Francisco Davies Symphony Hall in the park. This will be the 56 th annual for Summer POPS concert.	Annual	03/31/08
1005-07/08	Fire Department	\$9,950	Will provide fire facilities appliance maintenance and repair of dishwashers, garbage disposals and related controls at fire facilities as necessary. Provider must be available to perform maintenance and repair 24 hour/seven days per week.	Annual	06/30/08
1006-07/08	Fire Department	\$9,950	Will provide fire facilities appliance maintenance and repair of stoves, ovens, refrigerators and related controls at fire facilities as necessary. Provider must be available to perform maintenance and repair 24 hours/seven days per week.	Annual	06/30/08
1007-07/08	Fire Department	\$9,950	Will provide maintenance and repair of all fire department gas powered tools as necessary.	Annual	06/30/08
2000-06/07	Human Services Agency	\$3,512,000	Will provide case management and senior empowerment to functionally impaired seniors, adults with disabilities and their families.	Continuing	06/30/11
2001-06/07	Human Services Agency	\$6,085,211	Will provide community services, elder abuse prevention and emergency services to the target population of seniors, and adults with disabilities.	Continuing	06/30/11
2002-06/07	Human Services Agency	\$2,035,500	Will provide legal and naturalization assistance for seniors and disabled adults.	Continuing	06/30/11
2003-06/07	Human Services Agency	\$766,171	Will provide adult day care services including Alzheimer's services for seniors.	Continuing	06/30/11
4130-06/07	Environment	\$900,000	Will provide pre-tax employee benefit program, including participant enrollment through web-based database interface, distribution of transit fare media, customer service, account management, payroll interface and reconciliation and reporting.	Regular	06/30/11
4131-06/07	Environment	\$84,090	Will provide air quality/diesel pollution research and analysis in the City's Southeast area, focusing on the Bayview Hunters Point neighborhood of S.F. The air quality technical consultant will also prepare and distribute a report called Plan of Action.	Regular	09/30/09
4132-06/07	Police	\$750,000	Will provide pre-employment polygraph services for entry level police officers, reserve officers, police cadets and police aides.	Regular	06/30/10
4133-06/07	Police	\$575,000	Will provide outpatient mental health services to Police Department members and their families. These services will entail 8 visits per family member per fiscal year and be available throughout the United States.	Regular	06/30/11

4085-05/06	Airport Commission	Increase Amount \$0.00 New Amount \$450,000	Will develop a list of pre-qualified consultants to support and assist in the development of a Green Airport Program to implement policies and procedures.	Regular	06/30/09
4088-04/05	Airport Commission	Increase Amount \$650,000 New Amount \$2,080,000	Will provide a pool of Airport management consultants to expand the scope of work to include the following: financial planning and analysis for rates and charges calculations; and review of advanced aviation technologies regarding their potential.	Regular	06/30/09
4176-98/99	Municipal Transportation Agency	Increase Amount \$0.00 New Amount \$11,481,206	To provide system-wide specialized technical services such as geotechnical investigations, vibration mitigation and the design and construction support for two segments of Phase I of the Third Street Light Rail project.	Regular	11/01/07


Speakers: **Richard Dyer, Office of the Sheriff spoke on PSC #1000-07/08**

Nancy Hom, Child Support Services spoke on PSC #1002-07/08

Galen Leung and Alice Sgourakis, Airport Commission spoke on PSC #1003-07/08

Lorrie Kalos, San Francisco Fire Department spoke on PSC #1005-07/08

David Curto, Human Services Agency, Sin Yee Poon and David Harper, SEIU Local 1021 spoke on PSC #2000-06/07 through 2003-06/07

 Fiaz Khan and Mark Westlund, Department of the Environment spoke on PSC #4130-06/07

Mark Westlund, Department of the Environment spoke on PSC #4131-06/07

Sgt. Mary Dunnigan, San Francisco Police Department spoke on PSC #4133-06/07

Lavena Holmes-Williams and Uday Prasad, Port spoke on PSC #4134-06/07

Jacque Hale and Carlos Villalva, Department of Public Health spoke on PSC #4138-06/07

Jacque Hale, Department of Public Health spoke on PSC #4139-06/07

Action:

- (1) Postpone PSC #2000-06/07 through 2003-06/07 to the meeting of May 7, 2007. (Vote of 4 to 0)
- (2) Adopt Human Resources Director's report on PSC #4134-06/07. Notify the offices of the Controller and the Purchaser. (Vote of 3 to 0); Commissioner Gorrondo recused. (Vote of 4 to 0)
- (3) Adopt Human Resources Director's report on PSC #4139-06/07. Notify the offices of the Controller and the Purchaser. (Vote of 3 to 1; Commissioner Gorrondo dissents.)

Note: Commissioner Casper noted that he voted to adopt the contract because the State grant whereby the proposed contract will be funded requires that the work

be performed by a specific non-profit organization,
namely the San Francisco Bicycle Coalition.

Commissioner Gorrone dissented on the grounds that
the Commission did not have access to the contract that
stipulates the work be done by a specific non-profit.

(4) 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)

0756-06-4 **Appeal by Richard Rothman of the 1816 Actuarial Services Coordinator Class
Specification as revised by the San Francisco Employees' Retirement
System/Retirement Board. (Item No. 6)**

Speakers: None.

Action: Postpone to the meeting of April 16, 2007 after 5:00 p.m. at the
request of Richard Rothman. (Vote of 4 to 0)

0717-06-6 **Appeal by Gregory Martin of the Human Resources Director's decision to
administratively close his EEO complaint. (Item No. 7)**

March 19, 2007: Postpone to the meeting of April 2, 2007 at the request of
Gregory Martin.

Speakers: None.

Action: Postpone to the meeting of June 4, 2007 at the request of
Gregory Martin. (Vote of 4 to 0)

0157-06-7 **Determination of future employability: permanent civil service appointment of
Robert McCall, Custodian (Job Code 2708) San Francisco International Airport.
(Item No. 8)**

Speakers: None.

Action: Postpone to the meeting of July 2, 2007 at the request of Robert
McCall. (Vote of 4 to 0)

0251-06-7 **Determination of future employability: permanent civil service appointment of
Lawrence Marchese, Utility Plumber Apprentice (Job Code 7463) San Francisco
Public Utilities Commission. (Item No. 9)**

July 17, 2006: Off calendar.

Speakers: Michael DeBellis, Public Utilities Commission
Gregory Perez, Public Utilities Commission

Action: Cancel any current examination and eligibility status; No future
employment with the San Francisco Public Utilities