



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: April 29, 2016

To: The Honorable Civil Service Commission

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

From: Stacey Camillo, DPW
Cynthia Avakian, AIR
Joyce Kimotsuki, CON
Shamica Jackson/Stacey Lo, PUC
Taraneh Moayed, PUC
Cynthia Hamada, MTA
Jacquie Hale, DPH

Subject: **Personal Services Contracts Approval Request**

This report contains nine (9) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on 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 FY2015-2016	Total for FY2015-2016
\$99,823,636	\$129,061,771	\$2,995,337,328

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POSTING FOR

May 16, 2016

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

2016-05-16

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
45105 - 15/16	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$55,000,000.00	<p>This request is for design-build services with the developer, Oryx Development I, LLC (Oryx), for the design and construction to relocate the City's Central Fleet Maintenance Shop (Central Shops) from 1800 Jerrold Ave. to nearby properties at 450 Toland, 555 Selby and 1975 Galvez Streets. Ordinance No. 8-16, File No. 151226 was approved on February 10, 2016 to authorize the Real Estate Division (RED) to select Oryx as the developer and Oryx to select FM&E Architecture & Design and as the architect subcontractor and Charles Pankow Builders, Ltd. as the general contractor subcontractor. Pubjic Works will be managing this contract on behalf of RED. The total design-build construction cost will be \$55,000,000, of which \$2,900,000 will be Architectural and Engineering design fee.</p> <p>The leased building at Toland will be renovated to house the Central Shops maintenance operations and administration for light duty fleets. The new building will be designed to house the medium and large duty fleet and administration at Selby/Galvez Streets. Combined, both sites will provide approximately 105,000 square foot of enclosed space.</p>	March 14, 2016	March 14, 2021	REGULAR
47225 - 15/16	AIRPORT COMMISSION	\$7,000,000.00	<p>Enterprise firm to provide comprehensive and on-going Wi-Fi architecture, beacon implementation, design, engineering, implementation, integration, and support services. The work includes establishing: data standards, data architecture, security protocols, required functionality, a scalable platform, an application wireframe, estimated timelines, estimated budgets, and insights into best practices. The overall program scope is to improve and extend Airport's existing Wi-Fi network, and design and implement an exceptionally high performing and scalable Wi-Fi network based on well-established Wi-Fi performance standards. The program also requires the deployment of a beacon infrastructure and full integration with Software Development Kits (SDKs) for geo-location and other purposes.</p>	May 1, 2016	April 30, 2021	REGULAR
47087 - 15/16	AIRPORT COMMISSION	\$16,000,000.00	<p>The contractor shall operate, maintain and repair San Francisco International Airport (Airport)-owned Passenger Boarding Bridges (PBBs) and Baggage Handling Services (BHS). Maintenance and repair includes providing routine maintenance, scheduled maintenance/preventive maintenance, non-scheduled maintenance, other repair services and maintenance/repair documentation reports. The contractor will operate the systems and provide 24-hour on call response seven (7) days a week 365 days a year.</p>	April 1, 2015	December 31, 2021	REGULAR
44451 - 15/16	CONTROLLER	\$2,000,000.00	<p>Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of municipal financing.</p>	April 1, 2016	March 25, 2021	REGULAR
47132 - 15/16		\$8,000,000.00		September 1, 2016	August 31, 2021	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
	PUBLIC UTILITIES COMMISSION		The San Francisco Public Utilities Commission (SFPUC), Power Enterprise, seeks a professional services consultant to assist with power operations support on an as-needed basis. Tasks will include assisting in the development of an Integrated Resources Plan (IRP) and the design and implementation of ongoing IRP review. The consultant will also provide support in risk management, settlements, power scheduling, and trading. The SFPUC would also like to utilize the consultant's expertise in business and strategic planning for both the publicly-owned utility (POU) functions and community choice aggregation (CCA) processes.			
47896 - 15/16	PUBLIC UTILITIES COMMISSION	\$123,636.00	<p>This is a standard software maintenance agreement (P-540) for the correction of software errors, defects and malfunctions related to "SFBid", a software application developed specifically for the San Francisco Public Utilities Commission (SFPUC).</p> <p>SFBid is an online bidding system that automates the bidding and proposal creation, submission and evaluation process. The application was developed for SFPUC by 21Tech pursuant to BPUC15000017 (PSC 44930-13/14).</p> <p>Although SFPUC owns the source code for the SFBid, it has not yet arranged for a transfer of development knowledge to an in-house City employee. Until a transfer of knowledge can be made, SFPUC must rely on 21 Tech to continue to maintain the software it developed for the SFPUC. As such, 21Tech is the sole source for providing software support and upgrades at this time. In the event a transfer of knowledge is made to a City employee prior to the end of this contract, SFPUC will have the option to terminate this contract.</p> <p>The annual cost for this software support will be \$40,000 in year 1, \$41,200 in Year 2 and \$42,436 in Year 3 for a total \$123,636, unless terminated sooner than Year 3 by SFPUC.</p>	May 1, 2016	April 30, 2019	REGULAR

TOTAL AMOUNT \$88,123,636

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

Home >

Posting For May 16, 2016**Proposed Modifications to Personal Services Contracts**

Commission Hearing Date

2016-05-16

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4069 - 12/13 - MODIFICATIONS	May 16, 2016	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$2,500,000	\$3,000,000	The consultant will analyze the San Francisco Municipal Transportation Agency's (SFMTA) transportation (all modes) impacts on potential land use, employment, housing, transit service, and transportation infrastructure changes. The SF-CHAMP San Francisco Regional Travel Model is the official transportation modeling tool for San Francisco and is certified as compliant with the Regional Transportation Plan by the Metropolitan Transportation Commission. The consultant is an expert working with this unique proprietary software product and will use the model to forecast changes in regional travel.	05/17/2016	06/30/2021	REGULAR
49167 - 14/15 - MODIFICATIONS	May 16, 2016	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$200,000	\$600,000	Provide specialized services in Architectural Photography to support DPW design staff on an as-needed basis. The Consultants will provide expert Architectural Photography services to ensure that the most up to date presentation techniques are utilized. Architectural Photographers are experts in staging and setting up the scene to present a finished project in the best possible light.	07/01/2018	06/30/2021	REGULAR
46535 - 13/14 - MODIFICATIONS	May 16, 2016	PUBLIC HEALTH -- DPH	\$9,000,000	\$24,000,000	The new San Francisco General and Hospital Trauma Center will have a state of the art integrated data and utility network to provide secure access to patient clinical records, radiology systems, voice, video, patient tracking systems, patient experience systems and building monitoring systems. The entire network comprised of equipment and applications needs to be designed and installed in the new hospital through the purchase of new items or existing items transitioned from the current hospital then tested and inspected by the various regulators. This must occur by dates that the construction manager has set. The amount of this PSC is the Department's best estimate of the value of the professional services portion of the contracts, excluding license and maintenance fees.	05/01/2016	12/31/2021	REGULAR
					Scope Change: This modification adds additional support, customization, or implementation services			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>for systems that are on the new converged network and existing applications enterprise wide, including: enterprise network security, nurse call system, an integrated alert messaging system (middle-ware), video security and conferencing applications, and wireless communication and data systems. These systems are new to the Department, or have been procured as part of the San Francisco General Hospital rebuild project construction contract and will become the responsibility of the Department to support, fully implement, and customize as the hospital continues day-to-day operations. In addition, this modification will also account for ongoing services that are required to support, develop, maintain and further integrate if required with current applications and networks. The title of the original request has also been updated to reflect the expanded scope of the PSC request from primarily SFGH rebuild to "Data network, IT Application and Project Management Services for the Department of Health." Finally, contracts awarded from this PSC approval may be renewed if there is a continued need for the services. For the one-time, as-needed services for systems and network that were procured as part of the SFGH rebuild those contracts will not be renewed and are now monitored and maintained by City staff and select partners.</p>			

TOTAL AMOUNT \$11,700,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Design-Build Services for Relocation of Central Shops

Funding Source: SFPUC

PSC Amount: \$55,000,000

PSC Est. Start Date: 03/14/2016

PSC Est. End Date 03/14/2021

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

This request is for design-build services with the developer, Oryx Development I, LLC (Oryx), for the design and construction to relocate the City's Central Fleet Maintenance Shop (Central Shops) from 1800 Jerrold Ave. to nearby properties at 450 Toland, 555 Selby and 1975 Galvez Streets. Ordinance No. 8-16, File No. 151226 was approved on February 10, 2016 to authorize the Real Estate Division (RED) to select Oryx as the developer and Oryx to select FM&E Architecture & Design and as the architect subcontractor and Charles Pankow Builders, Ltd. as the general contractor subcontractor. Public Works will be managing this contract on behalf of RED. The total design-build construction cost will be \$55,000,000, of which \$2,900,000 will be Architectural and Engineering design fee.

The leased building at Toland will be renovated to house the Central Shops maintenance operations and administration for light duty fleets. The new building will be designed to house the medium and large duty fleet and administration at Selby/Galvez Streets. Combined, both sites will provide approximately 105,000 square foot of enclosed space.

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

San Francisco Public Utilities Commission (SFPUC) plans to occupy Central Shops' current site at 1800 Jerrold Ave., adjacent to the Southeast Water Pollution Control Plant, as part of SFPUC's Sewer System Improvement Program. Central Shops will be relocated to two proposed new locations at Toland and Selby/Galvez Streets. Ordinance No. 8-16, File No. 151226 authorized RED to enter into a sole source design-build contract with Oryx. The sole source selection basis was granted in order to expedite the proposed project. Although a sole source agreement was granted, Civil Service Commission requirements were inadvertently left out of the legislation. Denial will cause delays to both the Central Shops project, affecting City fleet maintenance, and the Sewer System Improvement Program, affecting the City as a whole.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This is a new request.

D. Will the contract(s) be renewed?

No. The contract is for the Design-build development of a specialized light industrial facility for the relocation of Central shops from its present location.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

This request is for the design and construction of the project.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Other (be specific and attach any relevant supporting documents):

REASON FOR CHECKING OTHER:

The City does not have design-build contracting ability for a project of this type and scale.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Specialized skills in Real Estate Investment and Development for specialized light industrial facilities.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5266, Architectural Associate 2; 5268, Architect; 5506, Project Manager 3;

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

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Design-build development opportunities do not exist within the City. City architecture staff performed preliminary architectural programming and design services to determine fit for proposed locations, with the understanding that the Oryx design-build team would continue the project going forward.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Architectural and Engineering classes exist, but their expertise are not applicable to Real Estate Investment and Developments of specialized light industrial facilities. SF Public Works Project Managers with expertise providing management and oversight for development and construction projects will work with the developer to provide the required services for the delivery of the project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The design-build development of a specialized light industrial facility for the relocation of Central Shops does not occur frequently enough to adopt permanent civil service class. Once the Facility is complete, the specialized services will not be required.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Training is not needed under this project as the developer will be responsible for the design and construction of this project.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
See attached explanation.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?
If so, please explain.
No.

7. **Union Notification:** On 03/07/2016, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21, Architect & Engineers, Local 21,

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Stacey Camillo Phone: 415-554-4886 Email: stacey.camillo@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45105 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/16/2016

Receipt of Union Notification(s)

Lim, Michelle (DPW)

From: dhr-psccordinator@sfgov.org on behalf of stacey.camillo@sfdpw.org
Sent: Monday, March 07, 2016 4:05 PM
To: Camillo, Stacey (DPW); richardisen@gmail.com; L21PSCReview@ifpte21.org; Lim, Michelle (DPW); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 45105 - 15/16

RECEIPT for Union Notification for PSC 45105 - 15/16 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 45105 - 15/16 for \$55,000,000 for Initial Request services for the period 03/14/2016 – 03/14/2021. 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/6556> 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)

Board of Supervisors Explanation

The Board of Supervisors has approved sole source design-build contracting as the most expeditious method of relocating Central Shops to allow the expansion of SFPUC's Sewer System Improvement Program under Ordinance No. 8-16, File No. 151226.

AMENDED IN COMMITTEE

1/27/16

FILE NO. 151226

ORDINANCE NO. 8-16

1 [Waiver of Certain Contract Requirements for Project Delivery Agreement for New Central
2 Shops Facilities - Oryx Development I, LLC - \$55,000,000 Project Cost; Interdepartmental
3 Property Transfers]

4 **Ordinance approving and authorizing the Director of Property of the General Services**
5 **Agency's Real Estate Division ("RED") to execute a Project Delivery Agreement with**
6 **Oryx Development I, LLC, a Nevada limited liability company ("Developer" or "Oryx") for the**
7 **design and construction of proposed improvements to future City owned real estate at**
8 **555 Selby Street and 1975 Galvez Avenue (Assessors Block 5250, Lot 15, Assessors**
9 **Block 5250, Lot 16), and tenant improvements to future City leased property at 450**
10 **Toland Street (Assessors Block 5230, Lot 18), to create new facilities for the relocation**
11 **of the City's Central Fleet Maintenance Shop ("Central Shops") from 1800 Jerrold**
12 **Street (portions of Assessors Blocks 5262 and 5270), with total anticipated project**
13 **delivery cost of \$55,000,000 from San Francisco Public Utilities Commission ("SFPUC")**
14 **Wastewater Enterprise funds; exempting the project from certain contracting**
15 **requirements in Administrative Code Chapter 6 by waiving the requirements of**
16 **Administrative Code Sections 6.61(b) and 6.61(c)(1) – (4), and approving the selection**
17 **of Oryx Development I, LLC as Developer, and Developer's selection of FM&E**
18 **Architecture & Design as a Subcontractor to serve as the Project Architect and Charles**
19 **Pankow Builders, Ltd. as a Subcontractor to serve as General Contractor, without**
20 **competitive bidding; authorizing the jurisdictional transfer of 1800 Jerrold Street, from**
21 **General Services Agency's Office of Contract Administration ("OCA") to the SFPUC**
22 **Wastewater Enterprise, and the jurisdictional transfer of 555 Selby Street and 1975**
23 **Galvez Avenue, and the leasehold of 450 Toland Street, from the SFPUC to OCA,**
24 **subject to the terms and conditions of the Memorandum of Understanding entered into**
25 **between the RED, OCA and SFPUC; and finding the proposed transactions are in**

1 conformance with the City's General Plan, and the eight priority policies of Planning
2 Code, Section 101.1.

3 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
4 **Additions to Codes** are in *single-underline italics Times New Roman font*.
5 **Deletions to Codes** are in ~~*strikethrough italics Times New Roman font*~~.
6 **Board amendment additions** are in double-underlined Arial font.
7 **Board amendment deletions** are in ~~strikethrough Arial font~~.
8 **Asterisks (* * * *)** indicate the omission of unchanged Code
9 subsections or parts of tables.

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

9 Section 1. Findings.

10 A. Under companion legislation on file with the Clerk of the Board of Supervisors in
11 File No. 151215 (the "Companion Resolution"), the Director of Property would be authorized
12 to acquire real property located at 555 Selby Street and 1975 Galvez Avenue (Assessors
13 Block 5250, Lot 15, Assessors Block 5250, Lot 16), and execute a lease for property located
14 at 450 Toland Street (Assessors Block 5230, Lot 18) (collectively, the "Project Site") using
15 SFPUC Wastewater Enterprise ("WWE") funds for WWE purposes. If the Companion
16 Resolution and this Ordinance are adopted and final, jurisdiction over the Project Site would
17 be transferred to OCA to create new facilities for the relocation of the City's Central Shops
18 from 1800 Jerrold Avenue (portions of Assessors Blocks 5262 and 5270), to facilitate the
19 timely jurisdictional transfer of 1800 Jerrold Avenue to the SFPUC Wastewater Enterprise.

20 B. In 1946, the City acquired real property for the construction of the North Point
21 Sludge Treatment Plant near Islais Creek, now commonly known as the Southeast Water
22 Pollution Control Plant ("Southeast Plant"), including purchase of Assessor's Block 5262 in its
23 entirety, and later the City purchased the portion of Assessor's Block 5270 for that same
24 purpose. Since the 1960's, the City's Central Shops, a facility providing repair services to the
25 City's non-revenue vehicle fleet, has been located on a portion of Assessor's Block 5262, Lot

1 No. 009, with an address of 1800 Jerrold Avenue. The OCA holds jurisdiction over 1800
2 Jerrold Avenue, where the City's Department of Technology Public Safety Division is also
3 located.

4 C. The City owned property at 1800 Jerrold Avenue is approximately 6 acres in
5 size and located adjacent to the Southeast Plant. The Southeast Plant facilities are in need of
6 substantial maintenance, repair and replacement, and the adopted WWE Capital Plan
7 includes an allocation over the next ten years of \$164,000,000 toward treatment plant
8 improvements, together with various other allocations for repairs and replacements. The
9 SFPUC seeks to secure a large parcel of land in proximity to the Southeast Plant to support
10 capital improvements necessary to maintain essential utility services, and there is a very
11 limited supply of such available land. OCA would consent to a jurisdictional transfer of 1800
12 Jerrold Avenue to the SFPUC, provided that OCA receives compensation sufficient to enable
13 occupancy of functionally equivalent facilities and for necessary incurred relocation expenses.

14 D. The OCA, SFPUC and RED have entered into a Memorandum of
15 Understanding, which is on file with the Clerk of the Board of Supervisors under File No.
16 151226 (the "MOU"), to establish the terms and conditions of such jurisdictional transfers.
17 The City's Director of Property has determined that the current fair market value of 1800
18 Jerrold Avenue is less than the reasonable and necessary expense required to relocate
19 Central Shops to facilities that are functionally equivalent to Central Shops' existing facilities,
20 including property acquisition costs, rent, development, design and construction of
21 replacement improvements.

22 E. City staff have developed a conceptual design for the Project Site that meets the
23 operational needs of Central Shops, and involves the demolition of all existing improvements
24 at 555 Selby Street and 1975 Galvez Avenue, and new construction of an approximately
25 54,000 square foot, 35-foot-high building to be used for maintenance and repair of medium

1 and heavy duty vehicles, such as fire trucks, heavy equipment transporters, dump trucks,
2 and street sweepers, as well as for administrative offices, support functions, and employee
3 amenities; and tenant improvements to 450 Toland Street modifying the existing
4 approximately 45,000 square foot building's interior to provide for three functional programs
5 (Light Duty Vehicle Shop, Body/Paint Shop, and Ladder Shop), associated building systems, and
6 related employee amenities (collectively, the "Proposed Project"). The MOU provides that
7 SFPUC will pay OCA not to exceed \$55,000,000 for the cost of OCA's Proposed Project on the
8 Project Site, inclusive of contingencies and Developer fee.

9 F. On October 28, 2015, the Planning Department's CEQA Coordinator Timothy
10 Johnston issued a notice that this project is categorically exempt under California
11 Environmental Quality Act (CEQA) Guidelines Section 15332 (Infill Development, Class 32).
12 The Planning Department, through General Plan Referral letter dated November 5, 2015,
13 which is on file with the Clerk of the Board of Supervisors under File No. 151226, has verified
14 that the City's acquisition of 1975 Galvez Avenue and 555 Selby Street, and lease of 450
15 Toland Street, together with the jurisdictional assignments and transfers noted herein, are all
16 consistent with the General Plan and the Eight Priority Policies under the Planning Code
17 Section 101.1.

18 G. Due to time constraints brought on by the challenges of finding suitable relocation
19 sites for Central Shops in the current extraordinarily competitive real estate market for industrial
20 land, and the SFPUC's pressing need for land to accommodate its WVE capital improvement
21 program by the summer of 2017, the Director of Property informally approached entities
22 capable of executing the Proposed Project and identified one team reasonably available and
23 deemed capable of carrying out the Proposed Project within the time frame required and
24 within the budget developed. The City and Oryx, LLC, the Developer, subsequently
25 entered into negotiations for a Project Delivery Agreement (the "PDA") for Oryx to complete

1 the development, design and construction of the Proposed Project, subject to obtaining
2 authorization to waive the competitive selection requirements in Administrative Code Chapter
3 6, Sections 6.61(b) and 6.61(c) (1) – (4).

4 H. Under the proposed PDA, Oryx shall enter into, manage, monitor, and oversee
5 all contracts required to complete the Proposed Project for the City (the "Developer
6 Services"). The Developer has selected, subject to City approval, FM&E Architecture and
7 Design (the "Architect") as the architect and Charles Pankow Builders, Ltd, (the "General
8 Contractor"), as the general contractor for the Proposed Project. The Developer shall
9 negotiate, with assistance from the Director of Property consulting with the Director of Public
10 Works, contracts with the Architect and the General Contractor for the design and
11 construction of the Proposed Project. Such contracts, and all other contracts required for the
12 completion of the Proposed Project (the "Project Contracts"), will be entered into by Developer
13 as set forth in the proposed PDA.

14 I. The OCA, RED and SFPUC have determined that the design-build project
15 delivery method is necessary and appropriate to achieve anticipated time efficiencies and that
16 the use of the design-build project delivery method is in the public's best interest. The
17 proposed PDA is a design-build agreement with two phases. During the first phase, for a
18 negotiated price of not more than teneight million threefour hundred-thirty thousand dollars
19 (\$810,300430,000), the Developer and its approved subcontractors will completed design of
20 the proposed improvements, permitting and initial construction work to prepare the Project
21 Site and install piles. The proposed PDA would obligate the Developer to design the project
22 based on RED and OCA's budget of fifty five million dollars (\$55,000,000), and in recognition
23 of the City's desire to obtain beneficial occupancy by June 29, 2017. When its Architect
24 completes 100% construction drawing to the City's satisfaction, the Developer will provide the
25 City with a proposed Guaranteed Maximum Price and schedule establishing the duration for

1 completion of the construction work. If the Guaranteed Maximum Price does not exceed \$55
2 million, and the schedule is acceptable, the City may authorize the second phase of the
3 contract, and issue a Notice to Proceed to the Developer for the construction, subject to
4 approval by the Mayor and Board of Supervisors, in their sole and separate discretion. If the
5 Guaranteed Maximum Price of the Proposed Project exceeds the \$55 million in SFPUC funds
6 as provided in the MOU, then OCA and RED will work with the Developer to amend the scope
7 of the Proposed Project to bring it within budget, or seek the Mayor and Board's approval of
8 supplemental authorization.

9 J. Entering into the PDA with Oryx is appropriate and in the City's best interests. If
10 the Proposed Project is developed, the City would functionally replace existing Central Shops
11 at 1800 Jerrold Avenue with a state of the art facility in close proximity to the existing
12 operation. The development would involve significant participation of local trades and
13 businesses to bolster the local economy. ~~Based upon the information provided by the Office~~
14 ~~of Public Finance and the Real Estate Director~~ The Proposed Project is required in order to
15 meet the needs of the SFPUC Wastewater Enterprise capital program, as determined by the
16 SFPUC in Commission Resolution No. 15-0241, and SFPUC is funding the Proposed Project
17 under the terms of the MOU, therefore, the Board finds that the Proposed Project is exempt
18 from the provisions of financially feasible-consistent with Administrative Code Chapter 29,
19 pursuant to Section 29.1(c)(4) of Chapter 29.

20 K. The SFPUC unanimously approved Resolution No. 15-0241 on November 10,
21 2015, authorizing the SFPUC General Manager to execute the MOU, subject to approval by
22 the Board of Supervisors and the Mayor of the jurisdictional transfer of 1800 Jerrold Avenue to
23 the SFPUC consistent with the terms of the MOU, and setting forth the total amount of costs
24 to be incurred and paid by SFPUC of seventy three million, seven hundred thousand dollars
25 (\$73,700,000), which is the not to exceed sum agreed upon in the MOU to acquire and lease

1 the Project Site and complete necessary improvements and relocate Central Shops to
2 functionally equivalent facilities. On December 8, 2015, the SFPUC will consider a revised
3 resolution, consistent with this Ordinance, and if approved, that SFPUC resolution will be on
4 file with the Clerk of the Board of Supervisors under File No. 151226. If both the proposed
5 Companion Resolution and the Proposed Ordinance become effective, the Project Site
6 acquired by the SFPUC will be placed under the jurisdiction of OCA, subject to the condition
7 that if Central Shops fails to occupy, vacates, or ceases to use the acquired property for
8 Central Shop functions (the "Triggering Event"), OCA will owe payment to SFPUC within thirty
9 (30) days after the Triggering Event in an amount equal to the unamortized value of the
10 acquisition and improvement cost of 555 Selby Street and 1975 Galvez Avenue. The
11 amortization schedule shall be straight-line depreciation of land and improvements over thirty
12 (30) years, commencing on the date of receipt of a Temporary Certificate of Occupancy
13 ("TCO"), with a first year value of \$50,000,000. For example purposes only, should the TCO
14 date be June 1, 2017, and the Triggering Event date be June 1, 2037, the payment amount
15 due SFPUC shall be \$16,666,666 (20 years of 30 years total = 0.33 remaining life,
16 $\$50,000,000 \times 0.33 = \$16,666,666$).

17 L. The Director of Property, SFPUC General Manager, and Director of Purchasing
18 all recommended to the Mayor that the SFPUC can more advantageously use 1800 Jerrold
19 Avenue and that jurisdiction to 1800 Jerrold Avenue be transferred to SFPUC, and that
20 jurisdiction to the Project Site be assigned to OCA, in accordance with the terms and
21 conditions of the MOU.

22 Section 2. Waiver of Administrative Code Chapter 6, Section 6.61 (b) and 6.61(c) (1) –
23 (4). The Board of Supervisors recognizes that this Proposed Project is slated to occur at one
24 of the most robust construction periods in the history of San Francisco, and as such, there are
25 limited availabilities of design and construction teams led by a developer entity willing and

1 able to perform the Proposed Project within the budget and timeline provided by the City.
2 Accordingly, the design and construction of the Proposed Project by Developer shall not be
3 subject to the requirements of Administrative Code Chapter 6, Sections 6.61(b) and 6.61(c)(1)
4 – (4), which would otherwise require a competitive selection process for the proposed design-
5 build PDA. The Board of Supervisors approves the selection of the Developer, the Architect,
6 and the General Contractor as set forth in the PDA, without competitive bidding, and
7 authorizes OCA and RED to enter into the proposed PDA, subject to the Mayor's approval.
8 Competitive bidding for subcontracting opportunities shall be as set forth in the subcontract
9 between Developer and the General Contractor, as approved by the City in accordance with
10 the terms of the proposed PDA, and that subcontract will comply with the procedures and
11 requirements regarding procurement of trade work (subcontractors) consistent with
12 Administrative Code Chapter 6, Section 6.61(c)(5). The proposed PDA shall also require
13 compliance with Administrative Code Chapter 6, Sections 6.61, subsections (d) (e) (f) and (g),
14 among other provisions, which incorporate by reference City requirements governing contract
15 terms and working conditions in Administrative Code Chapter 6, Section 6.22, including but
16 not limited to provisions for Insurance, Prevailing Wage, Local Hiring, Liquidated Damages,
17 Bonds, City Right to Terminate for Convenience, Employment of Apprentices, Contractor
18 Prompt Payment to Subcontractors, and Administrative Code Chapters 12 and 14.

19 Section 3. Jurisdictional Transfers between SFPUC and OCA. The Planning
20 Department, through General Plan Referral letter dated November 5, 2015 ("Planning Letter"),
21 which is on file with the Clerk of the Board of Supervisors under File No. 151226, has verified
22 that the City's acquisition of 1975 Galvez Avenue and 555 Selby Street, and lease of 450
23 Toland Street, together with the jurisdictional assignments and transfers noted herein, are all
24 consistent with the General Plan and the Eight Priority Policies under the Planning Code
25 Section 101.1. The Board finds that the Proposed Project, and jurisdictional transfers of 1800

1 Jerrold Avenue from OCA to SFPUC and the Project Site from SFPUC to OCA, subject to the
2 terms and conditions of the MOU, is consistent with the City's General Plan and Eight Priority
3 Policies of Planning Code Section 101.1 and incorporates the Planning Letter by this
4 reference as though fully set forth in this Ordinance. Based on the recommendation of the
5 Directors of Property and Purchasing, the SFPUC General Manager, and the Mayor, the
6 jurisdiction of 1800 Jerrold Avenue shall be transferred to the SFPUC, and the jurisdiction of
7 the Project Site shall be transferred to OCA, subject to the terms and conditions of the MOU.

8 Section 4. Additions, Amendments, and Modifications. The Board of Supervisors
9 authorizes the Director of Property to enter into any additions, amendments, or other
10 modifications to the PDA, and any other documents or instruments in connection with same,
11 that the Director of Property and the City Administrator determine, following consultation with
12 the City Attorney, are in the City's best interests, do not materially decrease the City's benefits
13 or materially increase the City's obligations or liabilities, and are appropriate and advisable to
14 complete the proposed transaction, such determination to be conclusively evidenced by the
15 execution and delivery by the Director of Property and the City Administrator of any such
16 additions, amendments, or other modifications.

17 Section 5. Effective and Operative Dates. This ordinance shall become effective 30
18 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor
19 returns the ordinance unsigned or does not sign the ordinance within 10 days of receiving it,
20 or the Board of Supervisors overrides the Mayor's veto of the ordinance. This ordinance shall

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become operative upon its effective date or upon adoption of the Companion Resolution,
whichever is later.

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

By: 
Noreen Ambrose
Deputy City Attorney

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City and County of San Francisco

Tails
Ordinance

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

File Number: 151226

Date Passed: February 09, 2016

Ordinance approving and authorizing the Director of Property of the General Services Agency's Real Estate Division ("RED") to execute a Project Delivery Agreement with Oryx Development I, LLC, a Nevada limited liability company ("Developer" or "Oryx"), for the design and construction of proposed improvements to future City owned real estate at 555 Selby Street and 1975 Galvez Avenue (Assessor's Block No. 5250, Lot No. 15, Assessor's Block No. 5250, Lot No. 16), and tenant improvements to future City leased property at 450 Toland Street (Assessor's Block No. 5230, Lot No. 18), to create new facilities for the relocation of the City's Central Fleet Maintenance Shop ("Central Shops") from 1800 Jerrold Street (portions of Assessor's Block Nos. 5262 and 5270), with total anticipated project delivery cost of \$55,000,000 from San Francisco Public Utilities Commission ("SFPUC") Wastewater Enterprise funds; exempting the project from certain contracting requirements in Administrative Code, Chapter 6, by waiving the requirements of Administrative Code, Sections 6.61(b) and 6.61(c)(1) - (4), and approving the selection of Oryx Development I, LLC as Developer, and Developer's selection of FM&E Architecture & Design as a Subcontractor to serve as the Project Architect, and Charles Pankow Builders, Ltd. as a Subcontractor to serve as General Contractor, without competitive bidding; authorizing the jurisdictional transfer of 1800 Jerrold Street, from General Services Agency's Office of Contract Administration ("OCA") to the SFPUC Wastewater Enterprise, and the jurisdictional transfer of 555 Selby Street and 1975 Galvez Avenue, and the leasehold of 450 Toland Street, from the SFPUC to OCA, subject to the terms and conditions of the Memorandum of Understanding entered into between the RED, OCA and SFPUC; and finding the proposed transactions are in conformance with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

January 27, 2016 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

January 27, 2016 Budget and Finance Committee - RECOMMENDED AS AMENDED

February 02, 2016 Board of Supervisors - PASSED ON FIRST READING

Ayes: 8 - Breed, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

Noes: 3 - Avalos, Campos and Peskin

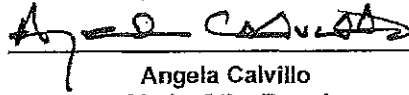
February 09, 2016 Board of Supervisors - FINALLY PASSED

Ayes: 8 - Breed, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

Noes: 3 - Avalos, Campos and Peskin

File No. 151226

I hereby certify that the foregoing
Ordinance was FINALLY PASSED on
2/9/2016 by the Board of Supervisors of the
City and County of San Francisco.



Angela Calvillo
Clerk of the Board



Mayor

2/10/16

Date Approved

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION – AIR

Dept. Code: AIR

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

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Strategic Wi-Fi Partner

Funding Source: Airport Operating/Capital Funds

PSC Amount: \$7,000,000

PSC Est. Start Date: 05/01/2016

PSC Est. End Date 04/30/2021

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Enterprise firm to provide comprehensive and on-going Wi-Fi architecture, beacon implementation, design, engineering, implementation, integration, and support services. The work includes establishing: data standards, data architecture, security protocols, required functionality, a scalable platform, an application wireframe, estimated timelines, estimated budgets, and insights into best practices. The overall program scope is to improve and extend Airport's existing Wi-Fi network, and design and implement an exceptionally high performing and scalable Wi-Fi network based on well-established Wi-Fi performance standards. The program also requires the deployment of a beacon infrastructure and full integration with Software Development Kits (SDKs) for geo-location and other purposes.

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

The Airport operates a business critical Wi-Fi network for the traveling public and to meet Airport and tenant operational requirements. Establishing a partnership with a qualified firm provides immediate and skilled expertise to support planned expansion of, improvements to and implementation of Wi-Fi. Allying with an established, technically astute firm benefits the Airport with access to industry experts to assist in delivering Wi-Fi technology that results in continuing passenger satisfaction as measured in the Airport Service Quality (ASQ) surveys, that supports a beacon deployment utilizing an innovative geo-locational services application to improve and manage passenger and public flow throughout the Airport campus, to support tenant requirements with proprietary operational applications and to implement new network as part of facility constructions. If denied, the Airport's Wi-Fi will not be improved and mobility applications relying on Wi-Fi communication will have slow connections.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The pilot project was provided under PSC 4109-09/10.

D. Will the contract(s) be renewed?

It is not known at this time.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

This work requires diverse skills and expertise in the technology field that is frequently improving.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The Enterprise Firm will need to have a minimum of 5 years of experience, since 2008, in: 1) government and/or private sector network, Wi-Fi and beacon infrastructure and integration; 2) design, engineering and support of SFO's Wi-Fi vendors' hardware product line; 3) enterprise grade Wi-Fi architecture, design, engineering and support services to at least 3 Fortune 1000 or similar sized companies. The referenced companies should have a minimum of 1000 access point install base; and 4) certification in Aruba, Cisco, and Juniper products.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1054, IS Business Analyst-Principal; 1070, IS Project Director;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None at this time because the expertise is dependent on knowledge of the products in service at the Airport.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Since technology changes so quickly, the Airport requires industry experts with working knowledge, experience, and certification in implementing Wi-Fi infrastructure that equals the requirements of the Airport and its customers.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Not at this time since existing civil servants will be involved with the implementation and deployment of the Airport projects.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Depending on solutions, services may provide training on selected solution and to ensure ongoing support. Details are not known at this time.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 01/26/2016, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21, Professional & Tech Engrs, Local 21,

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47225 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/16/2016

Receipt of Union Notification(s)

Cynthia Avakian (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Tuesday, January 26, 2016 6:31 PM
To: Cynthia Avakian (AIR); L21PSCReview@ifpte21.org; Cynthia Avakian (AIR); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47225 - 15/16

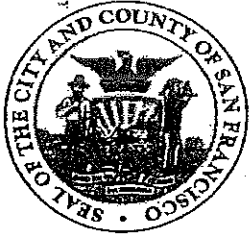
RECEIPT for Union Notification for PSC 47225 - 15/16 more than \$100k

The AIRPORT COMMISSION – AIR has submitted a request for a Personal Services Contract (PSC) 47225 - 15/16 for \$7,000,000 for Initial Request services for the period 05/01/2016 – 04/30/2021. 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/6378> 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)



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

April 8, 2010

NOTICE OF CIVIL SERVICE COMMISSION ACTION

MORGAN R. GORRONO
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DONALD A. CASPER
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 1001-09/10 THROUGH 1003-09/10; 4108-09/10 THROUGH 4120-09/10; 4135-05/06; 4096-07/08; 4019-07/08; 4161-08/09 AND 4120-05/06.

At its meeting of April 5, 2010 the Civil Service Commission had for its consideration the above matter.

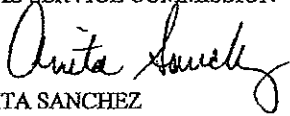
PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

It was the decision of the Commission to:

- (1) Postpone PSC #s4114-09/10, 4019-07/08 and 4161-08/09 to the meeting of April 19, 2010 at the request of the Public Utilities Commission.
- (2) Postpone PSC #4113-09/10 to the meeting of April 19, 2010 at the request of IFPTE Local 21.
- (3) Approve request for PSC #4108-09/10 on the condition that the Art Commission meet with representatives of SEIU Local 1021 to discuss its concerns regarding SEIU work to be performed at the San Francisco International Airport. Notify the offices of the Controller and the Office of Contract Administration.
- (4) Approve request for PSC #4109-09/10 on the condition that the Airport Commission and IFPTE Local 21 meet to discuss issues of concern to IFPTE Local 21. Notify the offices of the Controller and the Office of Contract Administration.
- (5) Approve request for all remaining contracts. Notify the offices of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION


ANITA SANCHEZ
Executive Officer

Attachment

c: Sheila Arcelona, District Attorney
Cynthia Avakian, Airport Commission
Parveen Boparai, Municipal Transportation Agency
Micki Callahan, Human Resources Director
Gordon Choy, Department of Public Works
Maureen Gannon, Sheriff's Department
Kendall Gary, Department of Technology
Jacquie Hale, Department of Public Health
Lavcna Holmes-Williams, Port Commission
Kan Ham, Arts Commission
Shamica Jackson, Public Utilities Commission
Naomi Kelly, Office of Contract Administration
Florence Kyaun, Public Utilities Commission
Sean McFadden, Recreation and Parks Department
Mary Ng, Department of Human Resources
Ben Rosenfield, Controller
Commission File
Chron

POSTING FOR

4/5/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4108-09/10	28	Art Commission	Regular	\$200,000	Conservation, cleaning and repair of miscellaneous artworks in the City's collection, including those at San Francisco International Airport, Moscone Convention Center, Golden Gate Park, Market Street, General Hospital, and other locations throughout the city. Work will include repair, conservation, cleaning and repair of artworks in all media. Conservation consulting services are also included to assist the Arts Commission in evaluating the condition of artworks in the City's collection, and evaluating proposed artworks for durability and maintainability.	7/31/2012
4109-09/10	27	Airport Commission	Regular	\$1,160,000	Contractor will implement free Wi-Fi service for SFO's traveling public under a pilot project agreement citing Admin. Code 21.5(e). The pilot project retains the services of T-mobile (current SFO fee-based Wi-Fi provider) to convert the current SFO Wi-Fi environment to a free Wi-Fi service. In addition, the pilot project will allow SFO to compile comprehensive requirements that will be necessary to award a long-term free Wi-Fi contract.	2/28/2011
4110-09/10	75	Dept. of Technology	Regular	\$650,000	This work consists of a highly complex server consolidation and relocation of hardware resources using virtual technology. Contractor will: 1) Conduct a virtual Infrastructure assessment to baseline the current server workloads in order to approximately size the target environment; 2) Design a reference architecture for VMware and Unified Computing System (UCS) that will meet the current server workload needs and be able to scale to future demands; 3) Develop a datacenter migration plan that virtualizes and move the target servers in the current datacenter to the new datacenter environment; 4) Install and configure the target VMware and UCS environment and provide mentoring and knowledge transfer to DT staff; 5) Perform a physical-to-virtual (P2V) migration of 100 existing servers and provide mentoring and knowledge transfer to DT staff so that they will be able to perform subsequent P2V migrations; and 6) Provide a comprehensive on-site training, education and certification program for 20 DT staff members on VMware vSphere, leading to the VMware Certified Professional (VCP) certification exam.	3/31/2011

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Required skills include proven experience in implementing an airport free Wi-Fi network.

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

The work being performed is on a proprietary, connection-fee based network owned by a vendor, not the City. Only the vendor's technicians can work on their network implementation.

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

No. The contractor will use their existing facilities utilized from the connection fee-based service.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classifications are not applicable because specialized skills and level of knowledge requires industry experts in providing Wi-Fi service in an airport environment. While Civil Service network engineer classes (1043 IS Engineer – Senior and 1044 IS Engineer – Principal) are familiar with supporting Wi-Fi service, such classes are not able to work on the vendor's proprietary Wi-Fi network.

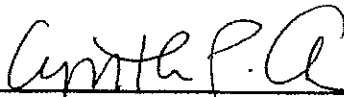
B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. Specialized services are only required for the pilot project and permanent operational support will revert to the awarded long-term provider, once established.

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

	Yes	No
A. Will the contractor directly supervise City and County employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Describe the training and indicate approximate number of hours. • Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained. 		
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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? Attached is Airport Commission Resolution #10-0019	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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



Signature of Departmental Personal Services Contract Coordinator

Cynthia Avakian

(650) 821-2014

Print or Type Name

Telephone Number

Airport Commission, Contracts Administration Unit

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

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Operation, Maintenance and Repair of Airport-Owned Baggage Systems and Boarding Bridges

Funding Source: Airport Operating Funds

PSC Amount: \$16,000,000

PSC Est. Start Date: 04/01/2015

PSC Est. End Date 12/31/2021

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The contractor shall operate, maintain and repair San Francisco International Airport (Airport)-owned Passenger Boarding Bridges (PBBs) and Baggage Handling Services (BHS). Maintenance and repair includes providing routine maintenance, scheduled maintenance/preventive maintenance, non-scheduled maintenance, other repair services and maintenance/repair documentation reports. The contractor will operate the systems and provide 24-hour on call response seven (7) days a week 365 days a year.

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

PBBs and BHSs are essential to 24/7 Airport operations. Any interruption in service would cause flight delays and financial exposure to the Airport.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This service was previously provided under PSC #4026-11/12.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services at the Airport.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The requested PSC duration corresponds to the anticipated contract duration of five (5) years and with additional time to accommodate the as yet undetermined start date.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

Due to the specialized nature of the work and changing demand for the services it is recommended to contract out the work.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: PBBs and BHSs technicians and managers require a combination of specialized expertise in the integration of programming, electronics, motor control and conveyor systems. PBBs and BHSs inspections require knowledge of preventative maintenance requirements for specialized passenger boarding bridges and baggage handling equipment.

B. Which, if any, civil service class(es) normally perform(s) this work? 7238, Electrician Supervisor 1; 7263, Maintenance Manager; 7318, Electronic Maintenance Tech; 7329, Electr Maint Tech Asst Sprv; 7334, Stationary Engineer; 7335, Senior Stationary Engineer; 7345, Electrician; 0922, Manager I; 9232, Airport Mechanical Maint Sprv; 9240, Airport Electrician; 9242, Head Airport Electrician;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide A-frame stands and electronic equipment for testing of the Programmable Logic Controller (PLC) and its components of the PBBs. For the BHSs the contractor will provide specialized rigging equipment to remove conveyor sections for maintenance and/or repairs.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None. There are currently no civil service classes that can perform the entire scope of the work requested for the maintenance and repair of Airport-owned PBBs and BHSs.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

The existing Civil Service classifications do not have the required experience and specialized skills to operate, maintain and repair the BHSs and PBBs. This expertise requires a unique engineering discipline that integrates specialized controls with computer programming, conveyors and electrical equipment for the PBBs and BHSs.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the number of PBBs and BHSs requiring operations, maintenance and repairs fluctuates annually and is dependent upon the airline lease and use agreements with the Airport. Due to the unknown number of Airport-owned PBBs and BHSs this would not justify creating a new civil service classification.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Training will not be provided as part of these services.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 02/04/2016, the Department notified the following employee organizations of this PSC/RFP request:
Stationary Engineers, Local 39, Municipal Executive Association, Electrical Workers, Local 6, Stationary Engineers, Local 39, Municipal Executive Association, Electrical Workers, Local 6.

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47087 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/16/2016

Receipt of Union Notification(s)

Yen Pang (AIR)

From: Lisa Randall (AIR)
Sent: Tuesday, February 09, 2016 8:50 AM
To: Yen Pang (AIR)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 47087 - 15/16

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

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

From: DHR-PSCCoordinator, DHR (HRD)
Sent: Tuesday, February 09, 2016 8:48 AM
To: Lisa Randall (AIR) <Lisa.Randall@flysfo.com>
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 47087 - 15/16

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of cynthia.avakian@flysfo.com
Sent: Thursday, February 04, 2016 5:24 PM
To: Cynthia Avakian (AIR); grojo@local39.org; camaguey@sfmea.com; staff@sfmea.com; khughes@ibew6.org; Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47087 - 15/16

RECEIPT for Union Notification for PSC 47087 - 15/16 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 47087 - 15/16 for \$16,000,000 for Initial Request services for the period 04/01/2015 – 12/31/2021. 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/6223> 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)



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

September 28, 2011

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

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

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

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

It was the decision of the Commission to:

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

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

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

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9/19/2011

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4024-11/12	13	Adult Probation	Regular	\$300,000	Contractor will provide 1) a comprehensive review and audit of the Department's policies and procedures, and update and improve policies and procedures to ensure that they are in compliance with local, state and federal law and which incorporate best practices in adult probation; 2) facilitation and support of the Community Corrections Partnership Collaboration; 3) an evaluation of Department case files on probationers sent to state prison in 2010; 4) creation of a training plan for the Department; 5) grant writing and research; 6) demographic analysis.	7/1/2011 - 7/30/2013
4025-11/12	27	Airport Commission	Regular	\$500,000	The SMOPE Data Center project includes the development (both design and construction) of a new "Greenfield-built" Data Center Facility, that will include data processing equipment room, mechanical systems room, battery storage room, office, rest room and utility room. SFO requires construction management support with design-build experience in Data Center design and construction experience to manage the programming, design and construction of this project. This project also includes the coordination of the construction of new fiber cable communications connections to be brought within the building envelope (by others) and all additional utilities/services necessary to service the building in its functional intent. The CM consultant team will be responsible for providing the specialized expertise to manage this scope of work.	9/19/2011 - 6/30/2016
4026-11/12	27	Airport Commission	Regular	\$1,750,000	The Contractor shall provide routine maintenance, scheduled maintenance/preventive maintenance, non-scheduled maintenance, ordinary wear and other maintenance and repair services, 24-hour on call response seven (7) days a week 365 days a year, equipment maintenance and repair activity documentation as well as reporting on the Airport-owned Passenger Boarding Bridges (PBB) and Baggage Handling Systems (BHS). The PBBs and BHSs were maintained by the airlines under their lease and use agreements in the past.	10/1/2011 - 9/30/2016
4027-11/12	27	Airport Commission	Regular	\$2,000,000	San Francisco International Airport plans to upgrade its industrial waste water treatment plant. The design-build team, with knowledge and experience in IWWT processing, sanitary sewer and reclaimed water system processes to provide programming, schematic design and management, will assist on this project. The IWWT project includes the design and construction of a new industrial waste water treatment process facility, offices and laboratory, demolition of the existing IWWT process building and shop building, construction of additional equalization tanks with power and controls, a new trickling filter tank, renovation of existing clarifiers and the existing sludge transfer pump station, construction of a new microbiology laboratory, evaluation and replacement of inter-building process piping, construction of a new chlorine contact basin, incorporation of a new emergency power generator, upgrading of the existing Wonderware software program for process control, remodeling of the existing sanitary sewer administration and operations building, developing a plan to utilize the methane gas generated from digesters, replacement of motor control centers and the design and construction of a new Headworks box and screen facility, and developing a plan for Airport-wide reclaimed water processing system. The PM team will be responsible for providing the specialized experts to prepare bridging documents and manage this scope of work.	9/19/2011 - 6/30/2016
4028-11/12	28	Art Commission	Regular	\$800,000	Artist team selected as part of a design competition to contract for final design and fabrication of a veteran's memorial for Memorial Court, which is part of the War Memorial Complex, located between the War Memorial Opera House and the Veterans Building.	7/1/2011 - 6/30/2014

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Municipal Financial Advisory Services

Funding Source: Bond Proceeds - Cost of Issuance

PSC Duration: 4 years 51 weeks

PSC Amount: \$2,000,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of municipal financing.

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

These services are required to assist the City with appropriate implementation of the City's debt financing obligations and processes. If these services are denied, the City will not have access to independent expertise in debt financing.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, PSC #4029-11/12 & Mod 1.

D. Will the contract(s) be renewed?

Yes.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

B. Explain the qualifying circumstances:

City must have access to independent and highly specialized expertise in debt financing and other municipal financing.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Must have specialized skills in municipal financing advisory services with experience working on general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of debt financing. Must have successfully completed two California-based municipal financial advisory projects within the last five years, at least one of which was similar in size and scope to that proposed to the City.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 0933, Manager V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Independent expertise in debt financing, and other highly specialized municipal financing, is not available in the City.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Existing Civil Service classifications do not possess the independence, specialized experience and expertise required. This type of specialized service is not performed on a daily basis. The classes lack the required specialized expertise and experience and market presence. Also, the classes lack the experience and expertise of market information regarding structure of the financing, the terms, timing of the sale, maturity schedule of the bond, call features, spread of interest coupons, terms of delivery, and similar technical matters which may assist the City in obtaining the lowest practical interest costs and the widest competition for the purchase of bonds. Lastly, the classes are not insured.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The work is highly specialized and independent in nature.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No training - Civil Service classifications are not insured.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
various Public Finance Firms with specialized skills.

7. Union Notification: On 02/24/2016, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association, Management & Superv Local 21, Municipal Executive Association, Management & Superv Local 21,

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Joyce Kimotsuki Phone: (415) 554-6562 Email: joyce.kimotsuki@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 306 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44451 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/16/2016

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of joyce.kimotsuki@sfgov.org
To: [Kimotsuki, Joyce \(CON\); camaguey@sfmea.com; staff@sfmea.com; L21PSCReview@ifpte21.org; Ng, Melissa \(CON\); Isen, Richard \(TIS\); DHR-PSCCoordinator, DHR \(HRD\)
Subject: Receipt of Notice for new PCS over \\$100K PSC # 44451 - 15/16
Date: Wednesday, February 24, 2016 4:59:21 PM](mailto:Kimotsuki, Joyce (CON); camaguey@sfmea.com; staff@sfmea.com; L21PSCReview@ifpte21.org; Ng, Melissa (CON); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)

RECEIPT for Union Notification for PSC 44451 - 15/16 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 44451 - 15/16 for \$2,000,000 for Initial Request services for the period 04/01/2016 – 03/25/2021. 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/6512> 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)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER Dept. Code: CON

Type of Request: Initial Modification of an existing PSC (PSC # 4029 11/12)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Municipal Financial Advisory Services

Funding Source: Bond Proceeds - Cost of Issuance

PSC Original Approved Amount: \$1,500,000

PSC Original Approved Duration: 10/14/11 - 10/14/16 (5 years 2 days)

PSC Mod#1 Amount: \$748,000

PSC Mod#1 Duration: 10/15/16-10/14/18 (2 years)

PSC Mod#2 Amount: _____

PSC Mod#2 Duration: _____

PSC Cumulative Amount Proposed: \$2,248,000

PSC Cumulative Duration Proposed: 7 years 2 days

1. Description of Work

A. Scope of Work:

Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, and other forms of municipal financing.

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

These services are required to assist the City with appropriate implementation of the City's debt financing obligations and processes. If these services are denied, the City will not have access to independent expertise in debt financing.

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 4038-09/10 & 4029-11/12

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

2. Union Notification: On 06/09/15, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association; Management & Sup

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4029 11/12

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/25/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Must have specialized skills in municipal financing advisory services with experience working on general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, and other forms of debt financing. Must have successfully completed two California-based municipal financial advisory projects within the last five years, at least one of which was similar in size and scope to that proposed to the City.

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

1824,0933,

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

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Existing Civil Service classifications do not possess the independence, specialized experience and expertise required. This type of specialized service is not performed on a daily basis. The classes lack the required specialized expertise and experience and market presence. Also, the classes are not insured.

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

No. The work is highly specialized and independent in nature.

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? No training - Civil Service classifications not insured.	<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? various Public Finance Firms with specialized skills	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 06/09/15 BY:

Name: Joyce Kimotsuki Phone: (415) 554-6562 Email: joyce.kimotsuki@sfgov.org

Address: Office of the Controller, City Hall, Rm 306, 1 San Francisco, CA 94102



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

September 28, 2011

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

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

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

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

It was the decision of the Commission to:

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

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

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

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9/19/2011

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4029-11/12	09	Controller	Regular	\$1,500,000	Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Melic-Koos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, and other forms of municipal financing.	10/14/2011 - 10/14/2016
4030-11/12	22	Environment	Regular	\$75,000	The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.	8/1/2011 - 7/1/2013
4031-11/12	70	General Services Agency	Regular	\$2,000,000	The contractor provides consulting services for the modification and customization of Customer Relationship Management (CRM) software used to manage the City's service requests. When required, vendor services assist City staff extend functionality of the application, while training staff to make additional improvements.	11/1/2011 - 10/31/2016
4032-11/12	35	Municipal Transportation Agency	Regular	\$450,000	Research and report on international best taxi industry practices and regulatory performance measures, recommend reforms of taxi regulations, develop a methodology for assessing the adequacy of taxi supply and demand and apply the methodology to evaluate the correct number of taxis in San Francisco, and develop a cost index to assess the appropriate level of taxi fares and gate fees and apply the index to determine whether San Francisco taxi fares and gate fees should be adjusted.	11/1/2011 - 10/31/2013
4033-11/12	35	Municipal Transportation Agency	Regular	\$1,770,000	Provide separate professional parking garage operational services for 13 parking facilities organized into three groups as follows: Group A - 6 Facilities (Civic Center, Lombard, Mission Bartlett, Performing Arts, and 16th & Hoff garages, and 7th & Harrison lot); Group B - 2 Facilities (Golden gateway and St. Mary's Square garages); Group C - 5 Facilities (SF General Hospital, Moscone Center, North Beach, Vallejo St., and Polk Bush garages). Services include: providing qualified and experienced parking personnel for cashiering, janitorial and security. The Operator shall provide oversight of all aspects of administrative functions including, but not limited to, collection, reconciliation and deposit of all parking and non-parking revenue; repair and maintenance of facilities, and revenue control equipment; compliance with insurance and bond requirement; providing valet or valet-assist parking services during special events. The term is six (6) years, thereafter on a month-to-month basis, not to exceed 36 months. The amount of \$1,770,000 represents the compensation paid to the parking firms for providing professional operational services at the 13 garages. The \$1,770,000 amount breaks down to approximately \$590,000 (\$72,000 per year, with a 5% increase starting in year four) for each of the three groups. Operating expenses, including parking taxes, are funded through gross parking revenue collected, but is not part of the compensation paid to the parking firm.	11/1/2011 - 10/30/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: As- Needed Power Operations Support (PRO.0018)

Funding Source: SFPUC Energy Services Funds

PSC Duration: 5 years

PSC Amount: \$8,000,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The San Francisco Public Utilities Commission (SFPUC), Power Enterprise, seeks a professional services consultant to assist with power operations support on an as-needed basis. Tasks will include assisting in the development of an Integrated Resources Plan (IRP) and the design and implementation of ongoing IRP review. The consultant will also provide support in risk management, settlements, power scheduling, and trading. The SFPUC would also like to utilize the consultant's expertise in business and strategic planning for both the publicly-owned utility (POU) functions and community choice aggregation (CCA) processes.

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

The services are necessary because the SFPUC is mandated by the California Independent System Operator (CAISO) to maintain resource adequacy and local capacity requirements. The SFPUC needs assistance from a consultant to meet these requirements, and the consequences of denial of this service would cause the SFPUC to be in violation of state mandates. The SFPUC also needs a third-party vendor to help evaluate and improve current risk management and settlement processes to keep up with the expansion of load and customers.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This service has not been provided in the past.

D. Will the contract(s) be renewed?

Yes.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The SFPUC intends to develop an annual Integrated Resource Plan (IRP) with the first IRP to be adopted by September 30, 2016. We expect this effort to lead to the creation of a robust and flexible Integrated Resource Plan looking 30 years ahead with a 5-year setup and execution plan and 10-year benchmarks. It is anticipated that we will require continuing IRP support services thru Year 2021.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

These services go beyond regular duties of civil service classes, and must have the specialized expertise to engage in advanced analysis, modeling and updating of power procedures and processes for risk management, scheduling, and settlements. Extensive experience is needed with resource planning and economic evaluation for a wide range of electricity markets, evaluation and analysis of wholesale power markets, and assessing risks associated with different generation technologies and energy conservation alternatives. Existing staff does not have the capacity and experience with preparing an Integrated Resource Plan.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The required skills and expertise include: extensive experience with resource planning and economic evaluation for a wide range of electricity markets; evaluation and analysis of wholesale power markets; and assessing risks associated with different generation technologies and energy conservation alternatives.

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

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

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None, because the City does not possess these highly specialized services.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

These services go beyond the regular duties of civil service classes, and must have the specialized expertise and knowledge to engage in advanced analysis, modeling and updating of power procedures and processes for risk management, scheduling, and settlements. Existing staff does not have the capacity and experience with preparing an Integrated Resource Plan.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, our hope is for the consultant to teach the current civil service class to perform this work.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

The contractor will provide approximately 200 hours of training for identifying potential power resources and impacts on transmission and distribution systems and developing forecasts and identifying strategies. The contractor will train management and three to five utility specialists.

C. Are there legal mandates requiring the use of contractual services?
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 03/16/2016, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Management & Superv Local 21, Architect & Engineers, Local 21, Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Management & Superv Local 21, Architect & Engineers, Local 21,

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Stacey Lo Phone: 415-554-1860 Email: SLo@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47132 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/16/2016

Receipt of Union Notification(s)

Lo, Stacey

From: dhr-psccordinator@sfgov.org on behalf of SLo@swater.org
Sent: Wednesday, March 16, 2016 11:15 AM
To: Lo, Stacey; amakayan@ifpte21.org; richardisen@gmail.com;
L21PSCReview@ifpte21.org; Lo, Stacey; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 47132 - 15/16

RECEIPT for Union Notification for PSC 47132 - 15/16 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47132 - 15/16 for \$8,000,000 for Initial Request services for the period 09/01/2016 – 08/31/2021. 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/6573> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION – PUC

Dept. Code: PUC

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

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Annual software maintenance for software developed for SFPUC

Funding Source: Non General Fund

PSC Duration: 2 years 52 weeks

PSC Amount: \$123,636

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

This is a standard software maintenance agreement (P-540) for the correction of software errors, defects and malfunctions related to "SFBid", a software application developed specifically for the San Francisco Public Utilities Commission (SFPUC).

SFBid is an online bidding system that automates the bidding and proposal creation, submission and evaluation process. The application was developed for SFPUC by 21Tech pursuant to BPUC15000017 (PSC 44930-13/14).

Although SFPUC owns the source code for the SFBid, it has not yet arranged for a transfer of development knowledge to an in-house City employee. Until a transfer of knowledge can be made, SFPUC must rely on 21 Tech to continue to maintain the software it developed for the SFPUC. As such, 21Tech is the sole source for providing software support and upgrades at this time. In the event a transfer of knowledge is made to a City employee prior to the end of this contract, SFPUC will have the option to terminate this contract.

The annual cost for this software support will be \$40,000 in year 1, \$41,200 in Year 2 and \$42,436 in Year 3 for a total \$123,636, unless terminated sooner than Year 3 by SFPUC.

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

SFBid is SFPUC's sole online bidding system by which to conduct its bidding and proposal creation, submission and evaluation process. SFBid was developed for SFPUC by 21Tech pursuant to BPUC15000017 (PSC 44930-13/14). Until a transfer of knowledge can be made to SFPUC on how to manage and support the software, SFPUC must rely on 21Tech to continue to maintain SFBid. If 21Tech cannot provide such software support, SFPUC will not have any recourse in the event its SFBid application develops any bugs and/or requires any fixes and patches.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

SFBid was developed for SFPUC by 21Tech pursuant to BPUC15000017 (PSC 44930-13/14). Although SFPUC owns the source code for the SFBid application, it has not yet arranged for a transfer of development knowledge to an in-house City employee. Until a transfer of knowledge can be made, SFPUC must rely on 21Tech to continue to maintain the SFBid software.

D. Will the contract(s) be renewed?

No. The City and County of San Francisco is currently in the final stages of its Financial Replacement Project (F\$P) which will make available new means by which City agencies, including SFPUC, can conduct online bidding and proposal creation, submission and evaluations. Once F\$P has been fully implemented sometime in 2018, SFPUC will cease its use of SFBid and switch to the new system. As such, SFPUC does not anticipate using SFBid beyond the term of this three year contract.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

Although SFPUC owns the source code for the SFBid, it has not yet arranged for a transfer of development knowledge to an in-house City employee. Until a transfer of knowledge can be made, SFPUC must rely on 21 Tech to continue to maintain the software it developed for the SFPUC. As such, 21Tech is the sole source for providing software support and upgrades at this time. In the event a transfer of knowledge is made to a City employee prior to the end of this contract, SFPUC will have the option to terminate this contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Although SFPUC owns the source code for the SFBid application, it has not yet arranged for a transfer of development knowledge to an in-house City employee. Until a transfer of knowledge can be made, the SFPUC must rely on 21Tech to continue to maintain the SFBid software.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 1054, IS Business Analyst-Principal;

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

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

SFBid was developed for SFPUC by 21Tech. Although SFPUC owns the source code for the SFBid application, it has not yet arranged for a transfer of development knowledge to an in-house City employee. Until a transfer of knowledge can be made, SFPUC must rely on 21Tech to continue to maintain the SFBid software. In addition, because the software was developed solely for SFPUC, there are no other city agencies that use this software or have the development and source code knowledge required to support it.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

SFBid was developed for SFPUC by 21Tech. Although SFPUC owns the source code for the SFBid application, it has not yet arranged for a transfer of development knowledge to an in-house City employee. Until a transfer of knowledge can be made, SFPUC must rely on 21Tech to continue to maintain the SFBid software. In addition, because the software was developed solely for SFPUC, there are no other city agencies that use this software or have the development and source code knowledge required to support it.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Existing City classifications can perform this work. However, until a transfer of knowledge can be made from 21Tech to City staff, SFPUC must rely on 21Tech to continue to maintain the SFBid software. In addition, because the software was developed solely for SFPUC, there are no other city agencies that use this software or have the development and source code knowledge required to support it.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

This is a software maintenance agreement. Any training, including knowledge transfer with regard to the development of the SFBid software, will be conducted pursuant to a different contract and only in the event SFPUC determines that it will not use the online bidding process that will become available to all agencies under the City's almost completed Financial Replacement Project (F\$P).

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

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

SFBid was developed for SFPUC by 21Tech pursuant to CS-373/BPUC15000017 (PSC 44930-13/14). The contract ends April 2016. However, all work performed under this contract has been completed.

7. **Union Notification:** On 03/22/2016, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21, Architect & Engineers, Local 21,

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47896 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/16/2016

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of tmoayed@sfgwater.org
To: Moayed.Taraneh; richardisen@gmail.com; L21PSCReview@ifpte21.org; Moayed.Taraneh; Isen.Richard; DHR-PSCCoordinator_DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 47896 - 15/16
Date: Tuesday, March 22, 2016 10:49:08 AM

RECEIPT for Union Notification for PSC 47896 - 15/16 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47896 - 15/16 for \$123,636 for Initial Request services for the period 05/01/2016 – 04/30/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/6610> For union notification, please see the

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

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

From: Emma Erbach
To: Moayed, Taraneh
Subject: RE: Request a waiver for the union notification period for PSC # 47896 - 15/16
Date: Monday, April 18, 2016 12:31:13 PM

Hi Taraneh,
Your request for a waiver for the union notification period for this PSC is approved.
Best,
Emma Erbach
Local 21 Representative

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

From: Moayed, Taraneh [mailto:TMoayed@sfwater.org]
Sent: Thursday, April 14, 2016 12:37 PM
To: Emma Erbach <eerbach@ifpte21.org>
Cc: Moayed, Taraneh <TMoayed@sfwater.org>
Subject: Request a waiver for the union notification period for PSC # 47896 - 15/16
Importance: High

Hello Emma-

We would like to request a waiver for the union notification period for PSC # 47896 - 15/16.

This purchase is for standard software support for a software named SFBid that was developed for SFPUC. Because the software was developed for us, we technically own the code but do not otherwise have any knowledge or expertise in providing annual software support for it and cannot therefor fix bugs, patches, etc. As you know, standard software support is not considered a service and does not require union or PSC approval. However, because the software support relates to software for which we own the code, we were asked to submit this contract for Civil Service review.

We submitted this contract to PSC on 3/22/16. The 30 day union notification period expires 4/22/16. However, we have been advised by the Civil Service that if the union approval is granted before 4/20/16, we can make the 5/16/16 CSC meeting. Otherwise, we will have to wait until 6/6/16 for a hearing. Since our current support ended on 4/1/16, it is imperative that we renew it as soon as possible. Therefore, making the 5/16/16 CSC date is very important at this juncture.

For your reference, I have attached:

- 1) Draft software maintenance agreement
- 2) Approved OCA sole source form
- 3) Receipt of notice to the unions

Please advise if our request to waive for the union notification period for PSC # 47896 - 15/16 can be approved.

Regards,

Taraneh Moayed
Principal Administrative Analyst, IT Services San Francisco Public Utilities Commission
525 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102
Tel: 415-551-4377
Email: tmoayed@sfwater.org

Additional Attachment(s)

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

**Software Maintenance Agreement
between the City and County of San Francisco and**

Xtech - 21Tech

This Software Maintenance Agreement (“Agreement”) between the City and County of San Francisco (“City”) and **Xtech - 21Tech** (“Contractor”) dated **March 1, 2016** covers support and maintenance services to be provided by Contractor to City for the Software, as defined herein and developed for City by Contractor through the execution of a software development agreement attached here to as Appendix A (collectively the “Parties”).

Recitals

WHEREAS, the **San Francisco Public Utilities Commission** (“Department”) wishes to procure software maintenance services from Contractor for software owned by City and developed for the Department by Contractor; and,

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number [insert PSC number] on [insert date of Civil Service Commission action];

Now, THEREFORE, the Parties agree as follows:

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

Acceptance Tests As further outlined herein, the procedures and performance standards required for Acceptance by City of the Support Services provided pursuant to this Agreement.

Acceptance Window Time period following completion of Support Services provided pursuant to this Agreement for which Contractor must secure acceptance from City.

Effective Date Date upon which the Controller has certified to the availability of funds and the Contractor has been notified in writing.

Errors, Defects Either a deviation between the function of the Software and the

and Malfunctions	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.
Maintenance Agreement	This Software Maintenance Agreement and Appendices 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.
Review Period	The time period during which City shall review the Support Services provided pursuant to this Agreement and give notice to Contractor of its acceptance or rejection of those Support Services.
Software	City-owned SFBid system and programs, developed for City by Contractor, and associated documentation delivered to City by Contractor, as listed in Appendix A and any modification or Upgrades or modifications to the program(s) provided under this Maintenance Agreement.
Subsequent Release	A release of the Software for use in a particular operating environment which supersedes the Software, as directed, tested, and approved by City. A Subsequent Release will be supported by Contractor in accordance with the terms of this Software Maintenance Agreement. 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 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 disabled/disabling code.

Transfer of Knowledge

Process by which Contractor will transfer knowledge and assist in training City staff as necessary so that Department resources can maintain, operate, and program the SFBid system at the termination of this Agreement.

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.

User Acceptance

Formal written acceptance by the City indicating that it is satisfied with Support Services provided pursuant to this Agreement.

Warranty Period

The maintenance services under this Agreement will be performed in a professional manner and warranted for a period of six (6) months from the date of performance. Contractor warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes of the Errors, Defects and Malfunctions for the Software which are supplied while performing services under the Agreement, will be free from material defects for a period of six (6) months following installation of such Software upgrades, patches, quick fix, quick custom or corrective fixes.

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 City. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the City, 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.

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 **March 1, 2016** to **February 28, 2019**, with an option to extend for up to two (2) years at City's sole and absolute discretion.

4. **City's Payment Obligation.** The City will make a good faith attempt to pay all invoices within 30 days from the date on which such invoice was received. 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. In no event shall the amount of this Maintenance Agreement exceed **One Hundred Twenty Three Thousand Six Hundred Thirty Six Dollars and Zero Cents (\$123,636.00)**. The breakdown of costs associated with this Maintenance Agreement appears Appendix B, "Calculation of Charges."

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 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 24 "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. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

8. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Maintenance Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor. If this Maintenance Agreement entitles Contractor to the possession, occupancy or use of City real property for private gain, then the following provisions apply:

a. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that this Maintenance Agreement may create a possessory interest subject to property taxation and Contractor, and any permitted successor or assign, may be subject to the payment of such taxes.

b. Contractor, on behalf of itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Maintenance Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Contractor shall report any assignment or other transfer of any interest in this Maintenance Agreement or any renewal or extension thereof to the County Assessor within sixty days after such assignment, transfer, renewal or extension.

c. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements under applicable law with respect to possessory interests.

9. Scope of Service Coverage

a. Contractor shall provide Support Services during the term of this Maintenance Agreement for the Software. Contractor represents and warrants that the Support Services specified in this Agreement and all updates and improvements to the Software will comply in all material respects with the specifications and representations specified in the Program Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

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. Acceptance Procedures

a. **Roles and Responsibilities.** Acceptance testing is conducted to ensure that any Support Services provided by Contractor pursuant to this Agreement satisfy the functional and business user requirements of the Department without the need for additional Support Services.

b. **Environments:** There are three official environments for the SFBid system.

- 1) **Development:** This environment is used for development and contains code which has not been tested. This environment is used for developer testing and integration testing after build from multiple developers.
- 2) **Staging:** This environment is used for staging and contains the latest stable build. This environment is used for functional/usability testing, UAT, demos and training.
- 3) **Production:** This environment contains the latest version of SFBid which has been fully tested and released to the public.

c. **Test Data:** To the extent possible, all testing will be performed with data that is copied from real-world data. This is recommended for functional/usability testing, but required for user acceptance testing.

d. **Functional/Usability Testing.** Following the rendering of Support Services pursuant to this Agreement, the Department will conduct functional/usability testing in the staging environment to confirm that the system is intuitive and functioning according to Department requirements. During functional/usability testing, Department will also conduct an evaluation of the user interface to ensure that the system is user-friendly. Functional/usability testing is performed according to the "Unit Test Scripts" developed by the Contractor.

e. **User Acceptance Testing.** In addition to conducting functional/usability testing, Department will engage in user acceptance testing on the staging environment using data that is as close to real data as possible. At the conclusion of user acceptance testing, business users will indicate formal User Acceptance by signing a document indicating that they are satisfied with the Support Services provided pursuant to this Agreement. If the system does not pass the Department's requirements for User Acceptance, Contractor will perform necessary changes/corrections to the SFBid system until such time as the system is deemed accepted by the Department.

f. **Review Period-** No later than 30 days from which Contractor has rendered Support Services pursuant to this Agreement for which Contractor must secure User Acceptance from City.

g. **Acceptance Window-** No later than 60 days from which Contractor has rendered Support Services pursuant to this Agreement for which Contractor must secure User Acceptance from City.

11. Documentation Delivery and Transfer of Knowledge

a. **System Documentation.** Contractor will deliver three (3) copies of the completed Documentation related to any Error, Defect or Malfunction corrected in accordance with this Agreement. The City may withhold its issuance of the notice of Final Acceptance until City receives the completed Documentation. The City may copy any documentation for its own use.

b. **Transfer of Knowledge.** Contractor will transfer knowledge and assist in training City staff as necessary so that the Department's resources can maintain, operate, and program SFBid at the termination of this Agreement.

12. 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 8 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.

13. 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 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. City shall be responsible for the interface between the Software and other software products installed on City equipment. Unless otherwise agreed in writing between City and Contractor, City is responsible for installing, managing and operating any Software under this Maintenance Agreement.

14. 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 unsatisfactory work, equipment, or materials although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that did not conform to the requirements of this Maintenance Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

15. Qualified Personnel. Work under this Maintenance Agreement shall be performed only be 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.

16. 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.

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

means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

18. 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.
- 4) Technology Errors and Omissions Liability with limits of not less than \$1,000,000 each claim with respect to failure against programming errors, software performance, failure to perform work as agreed, and errors and omissions in connection with the Services.

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

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

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

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

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

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

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

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

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

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

j. (Reserved)

19. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from

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

20. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS MAINTENANCE AGREEMENT SHALL BE LIMITED TO THE PAYMENT OBLIGATION PROVIDED FOR IN SECTION 4 ("CITY PAYMENT OBLIGATION") 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.

21. 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 ten days' written notice. Such termination does not waive any other legal remedies available to the City.

22. Support Service Term and Termination for Convenience

a. **Commencement.** Support Services for the Software begin on the Effective Date of this Agreement.

b. **Termination for Cause.** In the event Contractor fails to perform any of its obligations under this Maintenance Agreement, this Maintenance Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days written notice to Contractor. 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 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.

23. 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:

- | | |
|---|--|
| 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. | 34. Provisions Controlling. |
| 15. Independent Contractor; Payment of Taxes and Other Expenses | 35. Entire Agreement; Modifications |
| 16. Insurance | 37. Non-Waiver of Rights. |
| 17. Indemnification. | 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 transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this 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. This subsection shall survive termination of this Maintenance Agreement.

24. 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.

25. Proprietary or Confidential Information of City. 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.

26. 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: Julie Ansell
SFPUC Contracts Administration Bureau
525 Golden Gate Ave., 8th Floor
San Francisco, CA 94102
Tel: (415) 551-4558
Email: JAnsell@sfgwater.org

To Contractor: Brad Baker
Xtech – 21-Tech
1390 Market Street, Suite 1202
San Francisco, CA 94102
Tel: (415) 385-6785
Email: brad.baker@21tech.com

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.

27. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this 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 five years after final payment under this Maintenance Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Maintenance Agreement shall have the same rights conferred upon City by this Section.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Sunshine Ordinance. 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.

34. 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.

35. 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.

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

37. Entire Agreement; Modifications. The Maintenance Agreement, together with the Appendices 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.

38. 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.

39. 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.

40. 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 San Francisco.

41. 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.

42. 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 the true meaning and intent of this Maintenance Agreement.

43. 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.

44. 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.

45. 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:

Xtech - 21Tech

Harlan L Kelly, Jr.
General Manager
SFPUC

[name of authorized representative]
[title]
21Tech
1390 Market Street, Suite 1202
San Francisco, CA 94102

Approved as to Form:

City vendor number: **37769-1**

Dennis J. Herrera
City Attorney

By: _____

Rosa M. Sánchez
Deputy City Attorney

Approved:

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

Appendices

- A: Executed Software Development Agreement CS-373
- B: Calculation of Charge

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: EBid System Development Services (CS-373)

Funding Source: SFPUC General Fund PSC Duration: 2 years 4 weeks
PSC Amount: \$1,000,000 PSC Est. Start Date: 04/01/2014 PSC Est. End Date: 04/30/2016

1. Description of Work

A. Scope of Work:

San Francisco Public Utilities Commission (SFPUC) is developing an electronic bidding system for city contracts which will eventually be available to all City Departments. This contract will bring on SharePoint and K2 expertise and expert developers to develop the SFBid application. The developers will work with the project team of city employees, and under the direction of SFPUC Project Managers. A transfer of knowledge to City employees is a requirement.

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

San Francisco needs an EBid application to automate and standardize contracting processes across the City. Existing bidding systems were evaluated but did not satisfy city requirements, so consultant development services are required in order to develop this application. If this request is denied, the EBid project will be only partially complete and San Francisco will not fully achieve the goal of automating and standardizing contracting processes.

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.

Development services for a prototype and pilot of the EBid system were provided by City Information Technology (IT) personnel and a consultant development team via Purchase Order from the Computer Store. This service was not obtained through a PSC.

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

2. Union Notification: On 01/30/2014, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44930 - 13/14

DHR Analysis/Recommendation:

04/07/2014

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 04/07/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Consultants must have strong experience designing and implementing an enterprise application using SharePoint and K2. Consultants must be able to perform database design and system architecture for the EBid application. Consultants must be able to thoroughly document development standards and practices in order to ensure that maintenance of the system can be performed by city employees upon completion of the project.

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

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:

Despite an almost year-long search for city I.T. resources, there are simply no available city employees who can perform this development work at this time and project must move forward. Project team has hired a 1043 to work alongside the consultant developers and to take over system administration and maintenance after development is complete.

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

No, there are already civil service classes that can do this type of work, but they do not have the availability to finish the project on time.

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 01/30/2014 BY:

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

Address: 525 Golden Gate Ave. San Francisco, CA

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: Initial Modification of an existing PSC (PSC # 4069 - 12/13)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: As-Needed Travel Demand Modeling

Funding Source: Federal and Local Funds

PSC Original Approved Amount: \$500,000

PSC Original Approved Duration: 03/04/13 - 03/03/18 (5 years)

PSC Mod#1 Amount: \$2,500,000

PSC Mod#1 Duration: 05/17/16-06/30/21 (3 years 17 weeks)

PSC Cumulative Amount Proposed: \$3,000,000

PSC Cumulative Duration Proposed: 8 years 17 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The consultant will analyze the San Francisco Municipal Transportation Agency's (SFMTA) transportation (all modes) impacts on potential land use, employment, housing, transit service, and transportation infrastructure changes. The SF-CHAMP San Francisco Regional Travel Model is the official transportation modeling tool for San Francisco and is certified as compliant with the Regional Transportation Plan by the Metropolitan Transportation Commission. The consultant is an expert working with this unique proprietary software product and will use the model to forecast changes in regional travel.

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

This service is necessary to determine the number of buses and trains to meet customer demand. Additional modes of transportation are also included in this model. The need for this service is driven by project demand. Rather than request an expedited approval process and develop a new contract each time the need occurs, SFMTA is requesting a long-term, as-needed contract for efficiency purposes. Without this service SFMTA would not be able to strategize and target transit needs within a project that could also result in a shortage or overage (waste) of funding.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes.

D. Will the contract(s) be renewed?

Yes.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

This service is ongoing, but provided only on an as-needed basis, and only through the San Francisco Transportation Authority (SFCTA).

2. Reason(s) for the Request

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

This service is as-needed and requires very specific knowledge. Must possess the technical background and training using the proprietary SF-CHAMP software and applying the regional travel demand model.

B. Reason for the request for modification:

Increase in amount and duration.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: At least five years of continuous transit modeling experience using the SF-CHAMP model. Requires expertise in calibrating the regional model, computer programming, database management, analytics, and urban planning with a focus on transportation. Specific to the SF-CHAMP travel forecasting model, San Francisco County Transportation Authority (SFCTA) is the sole administrator and only qualified agency to modify and operate the proprietary model.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 1044, IS Engineer-Principal; 1823, Senior Administrative Analyst; 5289, Transportation Planner III; 5290, Transportation Planner IV;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

The existing staff does not have the technical background and training using SF-CHAMP and applying the regional travel demand model. The consultant will build custom travel demand models specific to the specified need for the modeling work. SFCTA is the sole administrator and only qualified agency to modify and operate the model.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This service is as-needed and requires very specific knowledge. The work is only performed occasionally for short periods (2-3 months part-time and once or twice a year). Therefore, it is not practical to adopt a new civil service class.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Training is not included in this contract as SFCTA is the sole administrator of this proprietary model.

- C. Are there legal mandates requiring the use of contractual services?
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 04/12/16, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 South Van Ness Avenue, 6th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4069 - 12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required
DHR Approved for 05/16/2016

Receipt of Union Notification(s)

Hamada, Cynthia

From: dhr-psccordinator@sfgov.org on behalf of cynthia.hamada@sfmta.com
Sent: Tuesday, April 12, 2016 2:02 PM
To: Hamada, Cynthia; L21PSCReview@ifpte21.org; Hamada, Cynthia; DHR-PSCCoordinator, DHR; Isen, Richard
Subject: Receipt of Modification Request to PSC # 4069 - 12/13 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$2,500,000 for services for the period May 17, 2016 -- June 30, 2021. 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/6724>

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

Additional Attachment(s)



SFMTA
Municipal
Transportation
Agency

Edwin M. Lee, *Mayor*

Tom Nolan, *Chairman*

Cheryl Brinkman, *Vice-Chairman*

Gwyneth Borden, *Director*

Edward D. Fleiskin, *Director of Transportation*


Malcolm Henricks, *Director*

Joel Ramos, *Director*

Constina Ruble, *Director*

April 12, 2016

To: DHR-PSC Coordinator

From: Cynthia Hamada 
SFMTA PSC Coordinator

Subject: PSC #4069-12/13 Modification 1
Removal of Classification

To whom it may concern:

Please note that the classification 1822 Administrative Analyst does not apply to the modified contract and should be removed. The level of work is that of the 1823 Senior Administrative Analyst.

cc: Amber Vasche - SFMTA
Timothy Doherty - SFMTA
Suzanne Choi - DHR
File Copy



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

February 8, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4059-12/13 THROUGH 4073-12/13; 4094-10/11; 4009-7/08; 4023-09/10; 4028-06/07.

At its meeting of February 4, 2013 the Civil Service Commission had for its consideration the above matter.

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

The Commission:

- (1) Approved the request to withdraw PSC# 4065-12/13 at the request of Department of Human Resources. (Vote of 4 to 0)
- (2) Adopt the report; Approved the request for approval of PSC# 4066-12/13 as amended to reflect a contract duration of five years instead of six. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (3) Adopt the report; Approved the request for approval of PSC#4072-12/13 on the condition that the department reports back on its discussion with SEIU after one year. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (4) Adopt the report; Approved the request for approval of PSC# 4073-12/13 as amended to reflect that the contract will be renewed after it has come before the Board of Supervisors. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (5) Adopt the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

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

CIVIL SERVICE COMMISSION

Andrew... FOR
JENNIFER JOHNSTON
Executive Officer

Attachment

c: Parveen Boparai, Municipal Transportation Agency
Rachel Buerkle, Department of the Environment
Jeanne Buick, Department of Human Resources
Micki Callahan, Human Resources Director
Lily Conover, Controller's Office
Leorah Dang, Department of Human Resources
Aleric Degrafinried, Public Utilities Commission
Thomas DiSanto, Planning Department
Kendall Gary, Technology Department
Jacquie Hale, Department of Public Health
Shamica Jackson, Public Utilities Commission
LaWan Jones, Public Utilities Commission
Greg Kato, Treasurer/Tax Collector
Rebeckah Krell, Art Commission
William Lee, Department of Emergency Management
Brent Lewis, Department of Human Resources
Donna Marion, Public Library
Commission File
Chron

POSTING FOR
02/04/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No.	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4069-12/13	68	Municipal Transportation Agency	Regular	\$500,000	The consultant will analyze the San Francisco Municipal Transportation Agency's (SFMTA) transportation (all modes) impacts on potential land use, employment, housing, transit service, and transportation infrastructure changes. The SF-CHEAMP San Francisco Regional Travel Model is the official transportation modeling tool for San Francisco and is certified as compliant with the Regional Transportation Plan by the Metropolitan Transportation Commission. The consultant is an expert working with this unique proprietary software product and will use the model to forecast changes in regional travel.	3/4/2013 - 3/3/2018
4070-12/13	68	Municipal Transportation Agency	Regular	\$2,000,000	Develop and maintain an employee wellness program that enables employees to reach optimal physical well-being, fitness, injury prevention, and complements existing San Francisco Municipal Transportation Agency (SFMTA) services and programs by implementing, providing and managing the following services: (1) Comprehensive Risk Assessments to include: blood pressure screening; orthopedic assessments; nutrition; stress reduction; weight control; and chronic illness screening (2) Exercise and Education Centers (up to eight locations) to include professional quality fitness equipment with supervision and training; and healthy lifestyle and training programs (3) Therapeutic Program to include yoga, zumba, tai chi, massage, and similar therapeutic modalities (4) Data tracking, data management, and data reporting to measure outcomes	3/1/2013 - 2/28/2018
4071-12/13	77	Emergency Management	Regular	\$1,200,000	The contractor will provide training and exercise curricula for the Bay Area Urban Areas Security Initiative (UASI). Services will include review of existing regional catastrophic plans for each operational area, develop and conduct Homeland Security Exercise and Evaluation Program (HSEEP) tabletop exercises, develop a web-based interactive training curriculum for each Bay Area County; coordinate with CALEMA Golden Guardian regarding exercise design for use in Urban Shield; create a strategic plan addressing future growth and best practices from regional catastrophic training and exercise projects.	1/1/2013 - 12/31/2015
4072-12/13	81	Public Health	Regular	\$1,200,000	The contractor will perform neuromonitoring services for patients undergoing operating room procedures at San Francisco General Hospital. Neuromonitoring services consist of the patient being connected to electrodes during surgery and spontaneous electrophysiologic signals are obtained and interpreted periodically or continuously throughout the course of the operation.	3/2/2013 - 2/28/2015
4073-12/13	75	Dept of Technology	Regular	\$28,000,000	Technical Support services for the Motorola radios used by the San Francisco Police Department, the Sheriff's Department, the Fire Department, the Department of Emergency Management, the Department of Public Works and the Public Utilities Commission.	9/22/1997 - 9/22/2017

Total Amount - Regular: \$43,052,200

PERSONAL SERVICES CONTRACT SUMMARY

DATE: December 7, 2012

DEPARTMENT NAME: San Francisco Municipal Transportation Agency DEPARTMENT NUMBER 68

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

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

TYPE OF SERVICE: As-Needed Travel Demand Modeling

FUNDING SOURCE: Federal Transit Administration and Proposition K

PSC AMOUNT: \$ 500,000.00 PSC DURATION: March 4, 2013 - March 3, 2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The consultant will analyze the San Francisco Municipal Transportation Agency's (SFMTA) transportation (all modes) impacts on potential land use, employment, housing, transit service, and transportation infrastructure changes. The SF-CHAMP San Francisco Regional Travel Model is the official transportation modeling tool for San Francisco and is certified as compliant with the Regional Transportation Plan by the Metropolitan Transportation Commission. The consultant is an expert working with this unique proprietary software product and will use the model to forecast changes in regional travel.

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

This service is necessary to determine the number of buses and trains to meet customer demand. Additional modes of transportation are also included in this model. The need for this service is driven by project demand. Rather than request an expedited approval process and develop a new contract each time the need occurs, SFMTA is requesting a long-term, as-needed contract for efficiency purposes. Without this service SFMTA would not be able to strategize and target transit needs within a project that could also result in a shortage or overage (waste) of funding.

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

Similar services have previously been provided by SFCTA as recently as October 2012 as part of the Transit Fleet Management Plan update under PSC 3036-12/13.

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

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

IFPTE Local 21 [Signature] 12/7/12
Union Name Signature of person mailing / faxing form Date

Union Name Signature of person mailing / faxing form Date

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

FOR DEPARTMENT OF HUMAN RESOURCES USE SFMTA approved
PSC# 12-7-12

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request: Initial Modification of an existing PSC (PSC # 49167 - 14/15)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: As-Needed Architectural Photographer Services

Funding Source: Inter-Departmental Work Orders

PSC Original Approved Amount: \$400,000 PSC Original Approved Duration: 12/05/14 - 06/30/18 (3 years 29 weeks)

PSC Mod#1 Amount: \$200,000 PSC Mod#1 Duration: 07/01/18-06/30/21 (3 years 1 day)

PSC Cumulative Amount Proposed: \$600,000 PSC Cumulative Duration Proposed: 6 years 29 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Provide specialized services in Architectural Photography to support DPW design staff on an as-needed basis. The Consultants will provide expert Architectural Photography services to ensure that the most up to date presentation techniques are utilized. Architectural Photographers are experts in staging and setting up the scene to present a finished project in the best possible light.

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

Architectural photography is a specialized professional service that is out of the Building, Design & Construction Division's (BDC) area of expertise. Architectural photography consultants are experienced in the presentation of the building product and are experts in the area of architectural photography. Our staff, clients and communications departments have requested that we have some as-needed Professional Photographers to be available to assist with presentations and marketing materials as required for our portfolio and awards submissions. This will also assist in our ability to "present" our work to Clients, Stakeholders and the Community. This is a specialty which cannot be done in-house and must be outsourced...(please see attachment for full response)

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, through original PSC 49167-14/15

D. Will the contract(s) be renewed?

No, we don't have plans to renew the contract at this time.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

Public Work's As-Needed contracts cannot exceed 5 years. The term of this PSC exceeds 5 years to cover the 5 year terms of multiple awards to be issued through-out 2016.

2. Reason(s) for the Request

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

This service is only required when needed by the projects and when staff is not available due to high workload.

B. Reason for the request for modification:

This Mod #1 Request is to award a third as-needed Architectural Photography Services contract, in addition to the original 2 contracts planned to be awarded at \$200,000 each.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Architectural Photographers are a specialized field who are experts in staging and setting up scenes of a completed building to present the finished project in the best possible light. They can be retained by an Architect or Interior Designer to take photographs for a Portfolio or Marketing purposes. These images emphasize the artistic nature of the project and they may be works of art on their own. The consultant must have been in business for a minimum of 5 years...(please see attachment for full response)

B. Which, if any, civil service class(es) normally perform(s) this work? 1770, Photographer;

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

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

These are as-needed contract services only. They will only be utilized when the following conditions exist: • Project requires specialized architectural photographer services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
(please see attachment for full response)
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 02/16/16, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Stacey Camillo Phone: 415-554-4886 Email: stacey.camillo@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49167 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/16/2016

Receipt of Union Notification(s)

Tsang, Tiffany (DPW)

From: dhr-psccordinator@sfgov.org on behalf of sung.kim@sfdpw.org
Sent: Tuesday, February 16, 2016 4:37 PM
To: Kim, Sung (DPW); Lopez-Barrios, Ricardo (PDR); Basconcello, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA) (DSS); david.canham@seiu1021.org; jtanner940@aol.com; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; Tsang, Tiffany (DPW); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 49167 - 14/15 - 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 \$200,000 for services for the period July 1, 2018 – June 30, 2021. 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/6458>

Email sent to the following addresses: Larry.Bradshaw@seiu1021.org tiya.thlang@seiu1021.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com leah.berlanga@seiu1021.org ted.zarzecki@seiu1021.net joe.brenner@seiu1021.org pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org Carey.dall@seiu1021.org pcamarillo_seiu@sbcglobal.net Sandeep.lal@seiu1021.me Kbasconcello@sfgwater.org Ricardo.lopez@sfgov.org

Additional Attachment(s)

Service: As-Needed Architectural Photographer Services

1.B. *Architectural photography is a specialized professional service that is out of the Building, Design & Construction Division's (BDC) area of expertise. Architectural photography consultants are experienced in the presentation of the building product and are experts in the area of architectural photography. Our staff, clients and communications departments have requested that we have some as-needed Professional Photographers to be available to assist with presentations and marketing materials as required for our portfolio and awards submissions. This will also assist in our ability to "present" our work to Clients, Stakeholders and the Community. This is a specialty which cannot be done in-house and must be outsourced. Having the ability to work with our own architectural photography consultants directly will save the city money and allow us to execute these contracts more efficiently. If these services are denied, Public Works would need to continue to utilize these sub-consultant services through our As-Needed contracts and pay additional administrative fees (i.e. sub-consultant mark up). This would result in delays to critical projects to meet timelines as well*

The BDC is requesting to have our own pool of "As-Needed" architectural photography consultants for our projects.

3.A. *Architectural Photographers are a specialized field who are experts in staging and setting up scenes of a completed building to present the finished project in the best possible light. They can be retained by an Architect or Interior Designer to take photographs for a Portfolio or Marketing purposes. These images emphasize the artistic nature of the project and they may be works of art on their own. The consultant must have been in business for a minimum of 5 years, and must demonstrate its experience by providing a portfolio of projects that include at least 10 sample projects completed in the last 5 years.*

6.B. *No, training will not be provided for this service, as this would require the City to hire an individual with this specialized background. This service will only be utilized on an as-needed basis so there is no ongoing demand to justify the hiring of permanent City staff.*

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS - DPW Dept. Code: DPW

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

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

Type of Service: As-Needed Architectural Photographer Services

Funding Source: Inter-Departmental Work Orders PSC Duration: 3 years 29 weeks
PSC Amount: \$400,000 PSC Est. Start Date: 12/05/2014 PSC Est. End Date: 06/30/2018

1. Description of Work

A. Scope of Work:

Provide specialized services in Architectural Photography to support DPW design staff on an as-needed basis. The Consultants will provide expert Architectural Photography services to ensure that the most up to date presentation techniques are utilized. Architectural Photographers are experts in staging and setting up the scene to present a finished project in the best possible light.

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

Architectural photography is a specialized professional service that is out of the Building, Design & Construction Division's (BDC) area of expertise. Architectural photography consultants are experienced in the presentation of the building product and are experts in the area of architectural photography. Our staff, clients and communications departments have requested that we have some as-needed Professional Photographers to be available to assist with presentations and marketing materials as required for our portfolio and awards submissions. This will also assist in our ability to "present" our work to Clients, Stakeholders and the Community. This is a specialty which cannot be done in-house and must be outsourced...(please see attachment for full response)

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

Architectural photography services for building projects have been provided through subconsultants under the as-needed Architectural contracts. This proposed contract will allow BDC to have a dedicated prime consultant to provide architectural photography services. The most recent approved PSC for an as-needed architectural contract is PSC No. 4095-09/10.

D. Will the contract(s) be renewed? No, we don't have plans to renew the contract at this time.

2. Union Notification: On 12/05/2014, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49167 - 14/15

DHR Analysis/Recommendation:

03/02/2015

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 03/02/2015

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
 Architectural Photographers are a specialized field who are experts in staging and setting up scenes of a completed building to present the finished project in the best possible light. They can be retained by an Architect or Interior Designer to take photographs for a Portfolio or Marketing purposes. These images emphasize the artistic nature of the project and they may be works of art on their own. The consultant must have been in business for a minimum of 5 years...(please see attachment for full response)
- B. Which, if any, civil service class(es) normally perform(s) this work?
 1770,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 No, contractor will not be providing facilities and/or equipment.

4. Why Classified Civil Service Cannot Perform

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

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/29/2015 BY:

Name: Stacey Camillo Phone: 415-554-4886 Email: stacey.camillo@sfdpw.org

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 46535 - 13/14)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Data network, IT Application and Project Management Services for the Department of Health

Funding Source: General Fund/State/Federal/Bonds

PSC Original Approved Amount: \$15,000,000

PSC Original Approved Duration: 06/01/14 - 12/31/18 (4 years 30 weeks)

PSC Mod#1 Amount: \$9,000,000

PSC Mod#1 Duration: 05/01/16-12/31/21 (3 years 1 day)

PSC Cumulative Amount Proposed: \$24,000,000

PSC Cumulative Duration Proposed: 7 years 30 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The new San Francisco General and Hospital Trauma Center will have a state of the art integrated data and utility network to provide secure access to patient clinical records, radiology systems, voice, video, patient tracking systems, patient experience systems and building monitoring systems. The entire network comprised of equipment and applications needs to be designed and installed in the new hospital through the purchase of new items or existing items transitioned from the current hospital then tested and inspected by the various regulators. This must occur by dates that the construction manager has set. The amount of this PSC is the Department's best estimate of the value of the professional services portion of the contracts, excluding license and maintenance fees.

Scope Change

This modification adds additional support, customization, or implementation services for systems that are on the new converged network and existing applications enterprise wide, including: enterprise network security, nurse call system, an integrated alert messaging system (middle-ware), video security and conferencing applications, and wireless communication and data systems. These systems are new to the Department, or have been procured as part of the San Francisco General Hospital rebuild project construction contract and will become the responsibility of the Department to support, fully implement, and customize as the hospital continues day-to-day operations. In addition, this modification will also account for ongoing services that are required to support, develop, maintain and further integrate if required with current applications and networks. The title of the original request has also been updated to reflect the expanded scope of the PSC request from primarily SFGH rebuild to

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

An integrated technology project of this size requires expert level design review and installation services in order ensure proper compliance with building codes, integration of products to new systems as well as integration to the existing complex data network and applications that serve all Dept of Health locations. Performance optimization of the network and applications are a key factor in

the ability to effectively combine data and voice and video access in an integrated environment. DPH does not have sufficient staff to install this complex and integrated system while at the same time the existing engineers are supporting the current production DPH network Please see attached document

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
under the existing PSC 46535 13/14

D. Will the contract(s) be renewed?

No. Please see attached document "add-info-46535-1314.pdf"

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

In addition to increasing the amount of the approval, the proposed modification to the existing approval will extend the duration of the approval by 36 months. The extension is needed because with the completion of the SFGH rebuild some applications which were installed as part of the build of the new hospital will become the responsibility of the Department to support, fully implement, and customize as the hospital continues day to day operations. In addition, new applications which were identified during the rebuild process will also be implemented post hospital opening and the modification will also account for services that are required to maintain, enhance, and further integrate current applications and networks in the Department of Public Health.

2. Reason(s) for the Request

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

Outside support is necessary to support mission-critical systems that require increased resource allocation for short periods of time or to supplement staff. In addition, civil service classes are not applicable because these are proprietary products with services which contain technical components beyond the scope of expertise of in-house staff to develop within practical time and quality parameters.

B. Reason for the request for modification:

This modification adds additional support, customization, or implementation services for systems that are on the new converged network and existing applications enterprise wide, including: enterprise network security, nurse call system, an integrated alert messaging system (middle-ware), video security and conferencing applications, and wireless communication and data systems. These systems are new to the Department, or have been procured as part of the San Francisco General Hospital rebuild project construction contract and will become the responsibility of the Department to support, fully implement, and customize as the hospital continues day-to-day operations. In addition, this modification will also account for ongoing services that are required to support, develop, maintain and further integrate if required with current applications and networks. The title of the original request has also been updated to reflect the expanded scope of the PSC request from primarily SFGH rebuild to "Data network, IT Application and Project Management Services for the Department of Health." Finally, contracts awarded from this PSC

approval may be renewed if there is a continued need for the services. For the one-time, as-needed services for systems and network that were procured as part of the SFGH rebuild those contracts will not be renewed and are now monitored and maintained by City staff and select partners.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expert level knowledge of Cisco Systems proprietary IOS code (IOS is the proprietary operating system for Cisco switches and routers), Cisco equipment and network design principles. Expert level design and implementation skills for data, video, voice grade wireless networking, all within an acute care medical environment. Knowledge of new CISCO and other state of the art equipment that has not been widely used by local DPH engineers...Please see attached document "add-info-46535-1314.pdf"

- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the installation requires the use of test equipment that will be used during installation and optimization of the data network. This equipment will be turned over to the City upon job completion as well as an instructional training session about the proper use of the equipment.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Although the 1044 IS Principal Engineer as well as other IT series are applicable, The building construction contractor has deadlines for installation coordination and inspections that require the data network to be operational. This is not possible with the current staff levels and workloads in progress. This work would require existing staff to do nothing else in order to install and integrate the Please see attached document "add-info-46535-1314.pdf"

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It is not practical to adopt a new Civil Service class because the services are intermittent and as-needed and deal with proprietary products that are already developed and available for commercial use. Civil Service staff will work with the contractor ... Please see attached document "add-info-46535-1314.pdf"

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Employees in classes...see attached document "add-info-46535-1314.pdf"
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Ongoing PSC approval, contractors may have a current contract.

7. Union Notification: On 04/12/16, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21;
Architect & Engineers, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46535 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/16/2016

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Tuesday, April 12, 2016 5:04 PM
To: Hale, Jacquie (DPH); amakayan@ifpte21.org; richardisen@gmail.com;
L21PSCReview@ifpte21.org; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR
(HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 46535 - 13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$9,000,000 for services for the period May 1,

2016

– December 31, 2021. 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/6194>

Email sent to the following addresses: L21PSCReview@ifpte21.org richardisen@gmail.com amakayan@ifpte21.org

Additional Attachment(s)

Additional Information PSC # 46535 - 13/14

File Name: add-info-46535-1314.pdf

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

An integrated technology project of this size requires expert level design review and installation services in order ensure proper compliance with building codes, integration of products to new systems as well as integration to the existing complex data network and applications that serve all Dept of Health locations. Performance optimization of the network and applications are a key factor in the ability to effectively combine data and voice and video access in an integrated environment. DPH does not have sufficient staff to install this complex and integrated system while at the same time the existing engineers are supporting the current production DPH network and applications. If we do not procure these services there will be significant delays installing the many integrated components of the network. This will result in delays in inspection by the state of California and the authorization to occupy the building. The new facility is scheduled to open in December 2015.

1D. Will the contract(s) be renewed:

No. These are as-needed services and will only be needed during the build out phase, and for a limited time, post occupancy. After occupancy the systems and networks will be monitored and maintained by City staff and select partners.

3A. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

Expert level knowledge of Cisco Systems proprietary IOS code (IOS is the proprietary operating system for Cisco switches and routers), Cisco equipment and network design principles. Expert level design and implementation skills for data, video, voice grade wireless networking, all within an acute care medical environment. Knowledge of new CISCO and other state of the art equipment that has not been widely used by local DPH engineers. Ability to deliver, install, and possible configure new gear into existing work environment and perform review of appropriate settings for DPH production use. Ability to integrate and transition proprietary applications into existing applications and the new network environment.

5. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Although the 1044 IS Principal Engineer as well as other IT series are applicable, The building construction contractor has deadlines for installation coordination and inspections that require the data network to be operational. This is not possible with the current staff levels and workloads in progress. This work would require existing staff to do nothing else in order to install and integrate the new SFGH network on time. All staff are needed to continue support of the DPH's existing large multi-site interconnected clinical network. In addition, the new equipment coming with this implementation will require the highest level of Cisco expertise to configure new features and provide knowledge transfer to the staff. Civil Service classes are not

applicable because these are proprietary products with services which contain technical components beyond the scope of expertise of in-house staff to develop within practical time and quality parameters.

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

It is not practical to adopt a new Civil Service class because the services are intermittent and as-needed and deal with proprietary products that are already developed and available for commercial use. Civil Service staff will work with the contractor in order to obtain the necessary knowledge for routine maintenance of the various applications and networks. In addition, Civil Service classes will be able to receive valuable exposure to current best practices in the changing healthcare environment through trainings and interactions with the contractor.

6B. Will the contractor train City and County employees? Yes

- 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.

Employees in classes 1043, 1044, 1070, 1091-95 will receive training on the use of the equipment that will be purchased. Training will conform to industry standards and the hours of training will be variable based on the type of equipment and it's complexity. The vendor will also provide knowledge transfer to DPH employees (IT classes, accounting and finance managers) via telephone, webinars and face to face meetings.

6F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

Yes various, and new vendors via RFP/Q or City bid process.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH – DPH Dept. Code: DPH

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

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

Type of Service: Data network, IT Application and Project Management Services for the Department of Health

Funding Source: General Fund/State/Federal/Bonds PSC Duration: 4 years 30 weeks

PSC Amount: \$15,000,000 PSC Est. Start Date: 06/01/2014 PSC Est. End Date: 12/31/2018

1. Description of Work

A. Scope of Work:

The new San Francisco General and Hospital Trauma Center will have a state of the art integrated data and utility network to provide secure access to patient clinical records, radiology systems, voice, video, patient tracking systems, patient experience systems and building monitoring systems. The entire network comprised of equipment and applications needs to be designed and installed in the new hospital through the purchase of new items or existing items transitioned from the current hospital then tested and inspected by the various regulators. This must occur by dates that the construction manager has set. The amount of this PSC is the Department's best estimate of the value of the professional services portion of the contracts, excluding license and maintenance fees.

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

An integrated technology project of this size requires expert level design review and installation services in order ensure proper compliance with building codes, integration of products to new systems as well as integration to the existing complex data network and applications that serve all Dept of Health locations. Performance optimization of the network and applications are a key factor in the ability to effectively combine data and voice and video access in an integrated environment. DPH does not have sufficient staff to install this complex and integrated system while at the same time the existing engineers are supporting the current production DPH network Please see attached document "add-info-46535-1314.pdf"

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. Previous large network installations or network support services at DPH were performed by contractors either under existing Citywide contracts or under 4146-08/09, 4062-04/05

D. Will the contract(s) be renewed? No. Please see attached document "add-info-46535-1314.pdf"

2. Union Notification: On 05/23/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Management & Superv Local 21, Architect & Engineers,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46535 - 13/14

DHR Analysis/Recommendation:

07/21/2014

Commission Approval Required

DHR Approved for 07/21/2014

Approved by Civil Service Commission with conditions

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Expert level knowledge of Cisco Systems proprietary IOS code (IOS is the proprietary operating system for Cisco switches and routers), Cisco equipment and network design principles. Expert level design and implementation skills for data, video, voice grade wireless networking, all within an acute care medical environment. Knowledge of new CISCO and other state of the art equipment that has not been widely used by local DPH engineers...Please see attached document "add-info-46535-1314.pdf"

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

1053,1054,1043,1044,1070,1091,1092,1093,1094,1095,

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

Yes, the installation requires the use of test equipment that will be used during installation and optimization of the data network. This equipment will be turned over to the City upon job completion as well as an instructional training session about the proper use of the equipment.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Although the 1044 IS Principal Engineer as well as other IT series are applicable, The building construction contractor has deadlines for installation coordination and inspections that require the data network to be operational. This is not possible with the current staff levels and workloads in progress. This work would require existing staff to do nothing else in order to install and integrate the Please see attached document "add-info-46535-1314.pdf"

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

It is not practical to adopt a new Civil Service class because the services are intermittent and as-needed and deal with proprietary products that are already developed and available for commercial use. Civil Service staff will work with the contractor ... Please see attached document "add-info-46535-1314.pdf"

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? Employees in classes...see attached document "add-info-46535-1314.pdf"	<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? Yes&new see atcthd.document"add-info-46	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 06/23/2014 BY:

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

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