



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: February 17, 2017
To: The Honorable Civil Service Commission
Through: Micki Callahan
Human Resources Director
From: Cynthia Avakian, AIR
Stacey Camillo/David Bui, DPW
Cynthia Hamada/Rod Goree, MTA
Brett Conner/CHF
Joan Lubamersky, ADM
Joyce Kimotsuki, CON
Subject: **Personal Services Contracts Approval Request**

This report contains eleven (11) 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 FY2016-2017	Total for FY2016-2017
\$141,145,000	\$535,263,141	\$1,848,095,986

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

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Department of Public Works
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SC: (415) 554-4886
DB: (415) 554-6417

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San Francisco, CA 94103
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Brett Conner
Children Youth & Their Families
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Joan Lubamersky
General Services Agency
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Joyce Kimotsuki
Controller
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POSTING FOR

March 06, 2017

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

Commission Hearing Date

2017-03-06

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
41075 - 16/17	AIRPORT COMMISSION	\$2,500,000.00	San Francisco International Airport (SFO) has established the achievement of Zero Net Energy as one of the goals of the Airport's 2016-2021 Strategic Plan. SFO currently consumes approximately 450,000 mega Watt hours (mWh) of combined electric and natural gas energy per year. On-site solar power generation could constitute a significant source of renewable electric energy for the Airport. To date, nearly 75,000 sq. ft. of solar Photovoltaic (PV) panels have been installed at SFO. The objective of this study is to evaluate the potential for solar power electricity generation from the installation of solar PV panels on all suitable rooftops, parking structures and parking lots at the Airport. This study will be conducted in three phases: 1) General Site Suitability Analysis; 2) Assessment of Detailed Site Requirements; and 3) Proposed Airport-Wide Implementation Plan.	July 1, 2017	June 30, 2022	REGULAR
44286 - 16/17	AIRPORT COMMISSION	\$95,000,000.00	This project is to modernize and improve the Baggage Handling System for the International Terminals at San Francisco International Airport (Airport). Design-Build services are required to modernize the Checked Baggage Inspection System (CBIS) which will replace security screening and associated Baggage Handling System (BHS) equipment that is obsolete or beyond its useful life. The modifications to the existing BHS equipment will improved reliability, redundancy and capacity. Services to be provided include scheduling, design management, engineering design services, and construction of the project. Significant building improvements as well as temporary screening operations are needed to ensure BHS operations are maintained throughout the duration of the project.	February 6, 2017	December 31, 2021	REGULAR
48499 - 16/17	AIRPORT COMMISSION	\$2,500,000.00	Contractor will provide software support and maintenance for the SAFE software, an identity management system that interfaces with the San Francisco International Airport's (Airport) multiple physical control security systems. In addition to providing for continued support and maintenance, this service will allow the SAFE system to integrate with additional security systems, including the Airport's Emergency Notification software.	March 6, 2017	February 28, 2022	REGULAR
42925 - 16/17	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$28,000,000.00	This request is for design-build services with the successful respondent to the city's Request for Qualifications (RFQ) / Request for Proposals (RFP) for the design and construction to demolish the existing pier 22.5 and 24; design and construction of a single new pier 22.5 as a floating steel pier (barge); design and construction of the new fire boat station 35 to sit atop the new floating pier. Public Works is managing this work on behalf of our client, San Francisco Fire Department, on Port property along the Embarcadero.	April 1, 2017	April 1, 2022	REGULAR
47167 - 16/17	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$4,000,000.00	Consultants will support projects for the Operations Group of Public Works. Consultants will perform specialized, critical, and urgent project control tasks that include construction management, cost	March 6, 2017	December 31, 2022	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			estimating, scheduling, and claim analysis for various types of unique projects managed by the Operations Group. The Department intends to award two as-needed contracts not to exceed \$2,000,000 each.			
47405 - 16/17	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$8,000,000.00	San Francisco Public Works is seeking highly qualified specialty consultants to provide professional Green/ Leadership in Energy and Environmental Design or "LEED" Building consulting services and post construction building monitoring, engineering, commissioning and performance optimization for City projects on "As Needed" basis. The services will focus on the following main areas; Green/LEED Building Consulting, Operational Monitoring and Retro-Commissioning, Building Energy Engineering and Design and Commissioning of New Buildings.	March 6, 2017	June 30, 2023	REGULAR
49124 - 16/17	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$200,000.00	To provide routine watering for a list of specific street trees and landscape areas as provided by the Bureau of Urban Forestry ("B.U.F.") at various locations throughout the City and County of San Francisco ("City").	March 6, 2017	August 31, 2021	REGULAR
42679 - 16/17	MUNICIPAL TRANSPORTATION AGENCY	\$300,000.00	The sole source vendor will provide ongoing preventive maintenance and repair of the San Francisco Municipal Transportation Agency's (SFMTA) one hundred seventy-six (176) Xerox multifunction printers across its thirty-nine (39) building locations.	May 1, 2017	April 30, 2022	REGULAR

TOTAL AMOUNT \$140,500,000



Posting For March 06, 2017

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2017-03-06

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
45299 - 14/15 - MODIFICATIONS	March 6, 2017	CHILDREN; YOUTH & THEIR FAMILIES -- CHF	\$150,000	\$500,000	<p>The Department of Children, Youth and Their Families (DCYF) is seeking one or more consultants to provide technical assistance to conduct a mandated community needs assessment (C.N.A.) and services allocation plan (SAP). Starting in FY 15/16 DCYF will be required to conduct an equity and resources analysis as part of its C.N.A. and SAP, which must include community input from all supervisory districts. The equity and resource analysis will require technical expertise in quantitative methods of developing an equity analysis that represents the need for services based on existing needs and resources. It will also require expertise in conducting community focus groups to gather qualitative input from all supervisory districts and analyzing the data to provide a representative assessment of the community-identified service needs for children, youth and family services.</p> <p>Scope Change: The scope of this PSC is being expanded to include work on the department's upcoming request for proposals. The department has a three-phase process to develop its RFP, beginning with a community needs assessment, followed by a services allocation plan, and ending in an RFP. We are now in the second phase of this process. During SAP development it became clear that not only is continued technical assistance necessary, but that the RFP needs to be created concurrently with the SAP. Therefore we would like for our contractor now working on the SAP to continue with us while developing the RFP.</p>	01/01/2015	12/31/2018	REGULAR
46729 - 16/17 - MODIFICATIONS	March 6, 2017	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$450,000	\$500,000	<p>The Real Estate Division is in need of qualified appraisers to provide primarily commercial property appraisal services including: 1) draft and final appraisal reports, studies, reports, surveys, etc.; 2) expert witness testimony in condemnation trials or other proceedings, and 3) review appraisals. We intend to create a list of pre-qualified firms and/or sole practitioners who will be engaged on an as-needed basis. Pool members will be required to enter into a</p>	03/06/2017	02/25/2021	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					personal services contract at the time of engagement.			
48059 - 15/16 - MODIFICATIONS	March 6, 2017	CONTROLLER -- CON	\$45,000	\$140,000	Technical Writing and Electronic Publication Services including Audit Report Editing, Management Report Editing and Analysis Report Editing, Multimedia electronic publication, using source documents that include narrative and/or quantitative audit or analytical data, technical writing services to communicate complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management and other technical areas.	01/05/2017	07/31/2020	REGULAR

TOTAL AMOUNT \$645,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Assessment of Potential Solar Power Generation Facilities at SFO

Funding Source: Airport Operating Funds

PSC Amount: \$2,500,000

PSC Est. Start Date: 07/01/2017 PSC Est. End Date 06/30/2022

1. Description of Work

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

San Francisco International Airport (SFO) has established the achievement of Zero Net Energy as one of the goals of the Airport's 2016-2021 Strategic Plan. SFO currently consumes approximately 450,000 mega Watt hours (mWh) of combined electric and natural gas energy per year. On-site solar power generation could constitute a significant source of renewable electric energy for the Airport. To date, nearly 75,000 sq. ft. of solar Photovoltaic (PV) panels have been installed at SFO. The objective of this study is to evaluate the potential for solar power electricity generation from the installation of solar PV panels on all suitable rooftops, parking structures and parking lots at the Airport. This study will be conducted in three phases: 1) General Site Suitability Analysis; 2) Assessment of Detailed Site Requirements; and 3) Proposed Airport-Wide Implementation Plan.

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

This service is needed to help achieve the objective of Zero Net Energy consumption at SFO to the maximum extent feasible. Solar power generation would also aid in the reduction or elimination of the use of natural gas as required by City policy and by SFO's goal of achieving carbon neutrality. Denial of this request would hamper the achievement of the above objectives.

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?

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

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 a five year period covers all three phases of the study to anticipated completion as they will be done in separate solicitations. Also the end date aligns with the end of the fiscal year 2021/2022 to make it easier for accounting purposes.

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:

This Assessment of sites for Solar PV panels at the Airport is site specific with a fixed scope of work.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Required skills and/ or Technical expertise in analysis of photovoltaic cells; design of solar panel arrays, infrastructure modification requirements for installation and operation are required skills for this project. Some of the other required skills include: • Conduct the Ocular Glare and Glint Hazard Analysis. • Conduct a comprehensive assessment of the current solar PV panel technologies. • Assess the Design Wind Exposure Criteria for the PV panel mountings.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5362, Engineering Assistant; 5364, Engineering Associate 1; 5366, Engineering Associate 2; 5638, Environmental Assistant; 5644, Principal Environ Specialist; 0941, Manager VI;
- 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.

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

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable because the skills required are very technical and specific to PV solar panel assessment at an Airport facility.
- 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, it would not be practical to adopt a new 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.
There is no training to be provided by the contractor as this is a one time assessment and report.
- 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 01/09/2017, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association; 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@flysfo.com

Address: PO Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41075 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
To: [Cynthia Avakian \(AIR\)](mailto:Cynthia.Avakian@AIR); L21PSCReview@lfpte21.org; camaquey@sfmea.com (contact); staff@sfmea.com; [Ricardo Valle \(AIR\)](mailto:RicardoValle@AIR); DHR-PSCCoordinator, [DHR \(HRD\)](mailto:DHR(HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 41075 - 16/17
Date: Monday, January 09, 2017 9:34:00 AM

RECEIPT for Union Notification for PSC 41075 - 16/17 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 41075 - 16/17 for \$2,500,000 for Initial Request services for the period 07/01/2017 – 06/30/2022. 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/8301> 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: 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: Design-Build for International Terminal Baggage Systems Modernization and Improvements

Funding Source: SFO Capital & Federal TSA Funds

PSC Amount: \$95,000,000

PSC Est. Start Date: 02/06/2017

PSC Est. End Date 12/31/2021

1. Description of Work

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

This project is to modernize and improve the Baggage Handling System for the International Terminals at San Francisco International Airport (Airport). Design-Build services are required to modernize the Checked Baggage Inspection System (CBIS) which will replace security screening and associated Baggage Handling System (BHS) equipment that is obsolete or beyond its useful life.

The modifications to the existing BHS equipment will improved reliability, redundancy and capacity. Services to be provided include scheduling, design management, engineering design services, and construction of the project. Significant building improvements as well as temporary screening operations are needed to ensure BHS operations are maintained throughout the duration of the project.

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

The TSA initiated a Recapitalization Program for the purpose of funding the modernization of the TSA's CBIS equipment and associated BHS equipment. The International Terminal CBIS is obsolete and at the end of its service life. The Airport has executed and modified an Other Transaction Agreements with the TSA for 100% reimbursement of design and construction costs under the TSA's Recapitalization Program. The current ITB CBIS has insufficient capacity, functionality and reliability to support Airport checked baggage operations, and TSA requires new equipment to reduce maintenance costs and improve operations. As a result of recent significant international passenger growth and continued forecasted growth, the International Terminal BHS outside the TSA's CBIS area, has insufficient capacity and reliability for the nearly 30 airlines that occupy the facility. This includes BHS mechanical, electrical and controls equipment that are beyond their service life, and must be replaced to maintain operations. If the services for this project are denied, the project will be delayed, resulting in loss of potential long-term business from International airlines, decreased level of service to passengers, delayed improvements to the International Terminal baggage handling system, and delays to the long term development plan for the International Terminal of 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 is a new service.

D. Will the contract(s) be renewed?
Yes, if there continues to be a need 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 execution and completion of the Design-Build of the International Terminal Baggage Handling Systems project is estimate to be 5 years.

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 is a short term capital project which requires specialized skills in BHS.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Baggage Handling Systems design, construction and integration is unique to this specialized industry. Design requires a combination of specialized expertise in baggage handling conveyor systems, programmable logic controls, electronics, motor controls, and TSA explosives detection systems. The design and construction must meet TSA certification standards and testing to be licensed for operation.

B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5209, Industrial Engineer; 5212, Engineer/Architect Principal; 5215, Fire Protection Engineer; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer; 5504, Project Manager 2; 5508, Project Manager 4;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: There are currently no civil service classes which have the technical expertise in the design, programming, and integration of these specialized Airport operating systems.

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

None at this time. A Notice of Intent for DB services was sent to appropriate City departments on July 18, 2016 and no responses with interest in participating were received by the due date of August 5, 2016.

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

A. Explain why civil service classes are not applicable.

Staff can performs some of the work and will be working with the Contractor, however, civil service classifications do not have the expertise in baggage handling systems. There are no current civil service classes that have the skills to design and build baggage handling systems.

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, because once the baggage handling system are designed, built and integrated, the service is no longer 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 contact? If so, please explain what that will entail; if not, explain why not.
No training will be provided as this is a one time 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.
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 12/12/2016, 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 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# 44286 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Cynthia Avakian (AIR); L21PSCReview@ifpte21.org; Yen Pang (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44286 - 16/17
Date: Monday, December 12, 2016 6:41:39 PM

RECEIPT for Union Notification for PSC 44286 - 16/17 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 44286 - 16/17 for \$95,000,000 for Initial Request services for the period 02/06/2017 -- 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/8288> 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)

NOTICE OF INTENT

DATE: July 21st, 2016

TO: Public Utilities Commission, Department of Public Works, Port of San Francisco,
San Francisco Municipal Transportation Agency

SUBJECT: **NOTICE OF INTENT FOR: Request for Proposals (RFP) for Design-Build Services for the International Terminal CBIS Modernization and BHS Improvements Project at the San Francisco International Airport**

REQUESTED RESPONSE DATE IS CLOSE OF BUSINESS DAY: August 5th, 2016

The San Francisco International Airport Design & Construction Division is seeking **Design-Build (DB) Services for the International Terminal Checked Baggage Inspection System (CBIS) and Baggage Handling System (BHS) Improvements Project** at the **San Francisco International Airport** as listed below. If your Department is interested, please fill out one of the boxes below, sign, date and send back this form via email. If the Airport has not received a response from your organization by **August 5th, 2016** it shall be assumed that your staff is not available to perform these services and the Airport will execute a contract service order for completion of these services.

SUMMARY OF SCOPE OF WORK:

As a result of recent significant international passenger growth and continued forecasted growth over the long term, as well as the need to replace and modernize aging baggage screening operations, the Airport will secure Design-Build Services to design and implement the replacement and upgrade of the International Terminal BHS as part of Project 11002, International CBIS Modernization and BHS Improvements Project ("Project"). The International Terminal CBIS is obsolete and at the end of its service life. In addition, the International Terminal BHS, outside the TSA's CBIS area, has insufficient capacity, functionality, redundancy, and reliability for the nearly thirty airlines that occupy the facility. This includes BHS mechanical, electrical and controls equipment that are beyond their service life, and must be replaced to maintain operations. In addition, the project will make upgrades to the TSA centralized screening and BHS control rooms that are nearly 20 years and require upgrading to improve operations.

SUMMARY OF SERVICES REQUESTED:

The Design-Build contractor will provide design, construction and general management services, including full professional architecture and engineering design services including BHS conveyor design and BHS controls services, and procurement and management of design sub-consultants and trade package subcontractors. The estimated duration of the Design-Build contract is **October 2016 through March 2021**.

Please check one of the applicable boxes below, sign, date, and email back by the due date. If the Airport has not received a response from your organization by **August 5th, 2016**, it shall be assumed that your staff is not available to perform these services and the Airport will execute a contract service order for completion of these services.

SFO, DESIGN & CONSTRUCTION DIVISION
NOTICE OF INTENT

Request for Proposals (RFP) for Design-Build Services for the International terminal CBIS Modernization
and BHS Improvement Project at the San Francisco International Airport

Our Department is interested.

If your department is interested in providing these services, the Project Manager for this RFP will contact you for further discussions.

Our Department is not interested or available to perform these services.

NAME: _____

DEPARTMENT: _____

SIGNATURE: _____

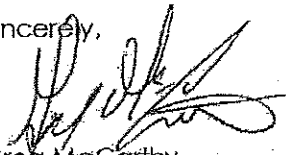
Date: _____

Questions regarding this request should be sent via email to:

Greg McCarthy at greg.mccarthy@flysfo.com

Thank you in advance for your consideration.

Sincerely,



Greg McCarthy
Terminal Systems Program Manager
Design and Construction Division
San Francisco International Airport

cc: Cynthia Avakian

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: Software Support and Maintenance for SAFE Identity Management System (SAFE)

Funding Source: Operating Funds

PSC Amount: \$2,500,000

PSC Est. Start Date: 03/06/2017 PSC Est. End Date 02/28/2022

1. Description of Work

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

Contractor will provide software support and maintenance for the SAFE software, an identity management system that interfaces with the San Francisco International Airport's (Airport) multiple physical control security systems. In addition to providing for continued support and maintenance, this service will allow the SAFE system to integrate with additional security systems, including the Airport's Emergency Notification software.

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

This service is necessary to maintain the Airport's current SAFE software system. Denial of this request would hinder the Airport's ability to remain in compliance with Transportation Security Administration (TSA)'s security protocols, which are audited on an annual basis, and would diminish security at 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 has been provided for under PSC 4041-10/11.

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.
not applicable

2. Reason(s) for the Request

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

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

The software system is proprietary in nature, and not accessible by Department staff.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Knowledge and expertise with the contractor's proprietary system is required to ensure software support, maintenance and additional integrations are handled successfully.

B. Which, if any, civil service class(es) normally perform(s) this work? 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg 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?

This work is proprietary to the existing system, so other City Department staff would not be able to perform this work.

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

A. Explain why civil service classes are not applicable.

Civil service classifications are not applicable because the services needed must include access to proprietary software.

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, due to the proprietary nature of the software.

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 included due to the proprietary nature of the software.

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 01/09/2017, the Department notified the following employee organizations of this PSC/RFP request:
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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: PO Box 8097 San Francisco, CA 94127

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48499 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

From: dhr-psscordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
To: [Cynthia Avakian \(AIR\); L21PSCReview@lfpte21.org](mailto:Cynthia.Avakian(AIR);L21PSCReview@lfpte21.org); [Lisa Randall \(AIR\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Lisa.Randall(AIR);DHR-PSCCoordinator,DHR(HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 48499 - 16/17
Date: Monday, January 09, 2017 4:20:00 PM

RECEIPT for Union Notification for PSC 48499 - 16/17 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 48499 - 16/17 for \$2,500,000 for Initial Request services for the period 03/06/2017 – 02/28/2022. 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/8428> 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: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4041-10/11)

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

Type of Service: Software development for SAFE Identity Management System (SAFE) software

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$225,000

PSC Original Approved Duration: 11/01/10 - 10/31/13 (3 years)

PSC Mod#1 Amount: \$415,000

PSC Mod#1 Duration: 03/05/12-06/30/14 (34 weeks 4 days)

PSC Mod#2 Amount: \$1,200,000

PSC Mod#2 Duration: 03/04/14-02/09/17 (2 years 32 weeks)

PSC Cumulative Amount Proposed: \$1,840,000

PSC Cumulative Duration Proposed: 6 years 14 weeks

1. Description of Work

A. Scope of Work:

Mod 1 - Add required software maintenance and licensing fees to the software service.

Mod 2 - Extend term of service through 2017 and upgrade software version.

See attached document(s).

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

These product services/modules are required to improve/maintain the correct identity and physical access management system. Denial of this request would delay and hinder SFO's ability to remain in timely compliance with Transportation Security Administration (TSA) security directive 1542-04-08G. This directive requires the Airport to manage an Airport ID Media Badge Program which includes ensuring applicants provide documentation for identity and work authorization, safety and security training and pass a criminal history records check. TSA conducts audits on an annual basis to ensure compliance with above mentioned directive.

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 4041/10-11

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

2. Union Notification: On 01/06/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4041-10/11

DHR Analysis/Recommendation:

03/03/2014

Commission Approval Required

Approved by Civil Service Commission with condi

DHR Approved for 03/03/2014

03/03/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Knowledge and expertise with the vendor's proprietary system is required to ensure software development, maintenance and integration are handled appropriately. The vendor does not release this information, nor do they provide training to clients to do the software and systems upgrade and modification work.

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

1064,1061,1062,1063,

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

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classifications are not applicable because the services needed must include access to proprietary software and at this time the developer of the system has not granted access to anyone outside the company.

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

No, because of the proprietary nature of the work.

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

YES NO

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

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

ON 01/06/14 BY:

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

Address: PO Box 8097 San Francisco, CA, 94128

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 Fire Station 35 and new Pier 22.5

Funding Source: ESER Bond 2014

PSC Amount: \$28,000,000

PSC Est. Start Date: 04/01/2017

PSC Est. End Date 04/01/2022

1. Description of Work

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

This request is for design-build services with the successful respondent to the city's Request for Qualifications (RFQ) / Request for Proposals (RFP) for the design and construction to demolish the existing pier 22.5 and 24; design and construction of a single new pier 22.5 as a floating steel pier (barge); design and construction of the new fire boat station 35 to sit atop the new floating pier. Public Works is managing this work on behalf of our client, San Francisco Fire Department, on Port property along the Embarcadero.

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

The San Francisco Fire Department (SFFD) plans to occupy the new Fire Station 35 atop the floating steel pier for its boat rescue and water rescue units. SFFD has three fire boats who will respond to emergencies from the new station location. The floating steel barge concept was adopted in part to address the Port's Sea Level Rise plan currently being finalized. Public Works believes that the design-build approach will bring best expertise to bear on the City's first floating pier, as well as best mitigate risk.

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 the specialized Fire Boat Station #35.

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.

B. Explain the qualifying circumstances:

The design-build development of a specialized fire boat station as well as a floating pier to address sea level rise does not occur frequently enough to adopt permanent civil service class.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Marine and marine civil engineering for the floating pier; marine construction for the floating pier.

B. Which, if any, civil service class(es) normally perform(s) this work? 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 opportunities do not exist within the City. City architectural staff performed preliminary concept studies and are authoring design-build criteria for publication with the RFP. City architectural staff will perform technical reviews during design, and City construction management staff will inspect the construction.

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

A. Explain why civil service classes are not applicable.

Architecture and engineering classes exist, but their expertise is not applicable to Design-Build projects of floating piers in San Francisco Bay. San Francisco Public Works Project Managers with expertise providing management and oversight for design and construction projects will work with the successful design-build team to provide the required services for the delivery of this 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. No, The design-build development of a specialized fire boat station as well as a floating pier to address sea level rise 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.
none. The design-build development of a specialized fire boat station as well as a floating pier to address sea level rise does not occur frequently enough to adopt permanent civil service class.

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 01/09/2017, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21

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

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42925 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of david.bui@sfdpw.org
Sent: Monday, January 09, 2017 2:42 PM
To: Bui, David (DPW); amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Burns, Alexander (DPW); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42925 - 16/17

RECEIPT for Union Notification for PSC 42925 - 16/17 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 42925 - 16/17 for \$28,000,000 for Initial Request services for the period 04/01/2017 -- 04/01/2022. 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/dhrrupal/node/8426> For union notification, please see the

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Project Control Services for Operations

Funding Source: Interdepartmental Work Orders

PSC Amount: \$4,000,000

PSC Est. Start Date: 03/06/2017

PSC Est. End Date 12/31/2022

1. Description of Work

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

Consultants will support projects for the Operations Group of Public Works. Consultants will perform specialized, critical, and urgent project control tasks that include construction management, cost estimating, scheduling, and claim analysis for various types of unique projects managed by the Operations Group. The Department intends to award two as-needed contracts not to exceed \$2,000,000 each.

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

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

C. 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 been provided by senior City staff, but Consultant services will be used during heavy workloads when there are substantially more projects than the staff can handle.

D. Will the contract(s) be renewed?

No.

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 will be used on an as-needed basis, and contracts will have a term of no more than 5 years.

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:

This service will only be required on an as-needed basis when either City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Consultants must have extensive experience in construction management, scheduling, and cost estimating, with appropriate licensing and/or certification.

B. Which, if any, civil service class(es) normally perform(s) this work? 5120, Architectural Administrator; 5211, Eng/Arch/Landscape Arch Sr; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 0941, Manager VI;

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?

As-needed contract services will only be utilized when and if the work cannot be prudently performed by internal staff.

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: (1) The Operations Group is working at full capacity and postponement of pending projects would be contrary to the public interest, or (2) Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

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.

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. Since these services are only going to be utilized on an as-needed basis and we already have City classifications to perform this work, there is no need to provide training to existing staff.

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 12/21/2016, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association; Prof & Tech Eng, 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: 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# 47167 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

Dea, Tiffany (DPW)

From: dhr-psccordinator@sfgov.org on behalf of stacey.camillo@sfdpw.org
Sent: Wednesday, December 21, 2016 9:26 AM
To: Camillo, Stacey (DPW); amakayan@ifpte21.org; L21PSCReview@ifpte21.org; camaguey@sfmea.com (contact); staff@sfmea.com; Dea, Tiffany (DPW); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47167 - 16/17

RECEIPT for Union Notification for PSC 47167 - 16/17 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 47167 - 16/17 for \$4,000,000 for Initial Request services for the period 03/06/2017 – 12/31/2022. 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/8249> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Green Building, LEED Consulting & Commissioning Services

Funding Source: Interdepartmental Work Orders

PSC Amount: \$8,000,000

PSC Est. Start Date: 03/06/2017

PSC Est. End Date: 06/30/2023

1. Description of Work

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

San Francisco Public Works is seeking highly qualified specialty consultants to provide professional Green/Leadership in Energy and Environmental Design or "LEED" Building consulting services and post construction building monitoring, engineering, commissioning and performance optimization for City projects on "As Needed" basis. The services will focus on the following main areas; Green/LEED Building Consulting, Operational Monitoring and Retro-Commissioning, Building Energy Engineering and Design and Commissioning of New Buildings.

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

The City mandates and fully supports sustainable construction and green building. This enables the City to ensure City projects are designed and constructed with optimal performance in sustainability, for a greener building that conserves energy and provides occupant comfort and well-being. The Commissioning process also requires an independent process. Consequences of denial may result in the project's inability to meet City's Green Building Standards requirements (Chapter 7-Green Building Requirements for City Buildings of the San Francisco Environment Code) for sustainable/green building performance.

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.

Public Works had requested for this service in the past through PSC# 4094-07/08 approved 2/4/2008 for Third Party Commissioning Services for San Francisco General Hospital (SFGH). This service was also previously provided by San Francisco Public Utilities Commission (PUC), however, PUC no longer provides this service, thus resulting in Public Work's need to procure this service.

D. Will the contract(s) be renewed?

No.

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.

PSC duration exceeds 5 years to account for the time required to advertise and award. Duration of contract cannot exceed 5 years.

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:

The services requested will be provided intermittently on as needed basis for an array of city projects with varying scope. Having Consultants with in-house expertise capabilities to provide a menu option of services and expertise is beneficial to the City in that the projects pay for specific services required for their project.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Green/LEED Building consultants, Commissioning and Performance Agents with expertise and specialization to perform operational monitoring, retro-commissioning, energy efficiency evaluation and engineering, and Mechanical and Electrical Engineering with specialization in Efficient Energy Design and monitoring. These experts are required to possess Professional Engineering Licenses and/or LEED Accredited Professional certification from the United States Green Building Council.

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

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

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

There are no available resources with this specialty expertise.

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

A. Explain why civil service classes are not applicable.

Civil Service classes are not applicable as by definition of the LEED Building Standard, it requires third party verification, evaluation and documentation of building systems.

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, because City Staff cannot perform this work. LEED building certification should be done by a third party if consulting for City 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 contact? If so, please explain what that will entail; if not, explain why not.
Yes. Training of building operation, maintenance staff, and Engineers of the operation and maintenance of the installed building systems/elements per manufacturer's specification. The number of staff to be trained depends on the facility and the complexity of the building systems installed.

C. Are there legal mandates requiring the use of contractual services?
Yes. San Francisco Environment Code - Chapter 7

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 01/31/2017, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47405 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

Dea, Tiffany (DPW)

From: dhr-psccordinator@sfgov.org on behalf of david.bui@sfdpw.org
Sent: Tuesday, January 31, 2017 4:53 PM
To: Bui, David (DPW); amakayan@ifpte21.org; jb@local16.org; Lopez-Barrios, Ricardo (PDR); Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA) (DSS); smcgarry@nccrc.org; ritchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Dea, Tiffany (DPW); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47405 - 16/17

RECEIPT for Union Notification for PSC 47405 - 16/17 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 47405 - 16/17 for \$8,000,000 for Initial Request services for the period 03/06/2017 – 06/30/2023. 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/8484> 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)

CHAPTER 7: GREEN BUILDING REQUIREMENTS FOR CITY BUILDINGS



New Ordinance Notice

Publisher's Note: This Chapter includes sections affected by new legislation. [Click here for a list of all new legislation affecting sections of this Code.](#)

- Sec. 700. Findings and Purpose.
- Sec. 701. Definitions.
- Sec. 702. Municipal Green Building Task Force.
- Sec. 703. Duties of the Department of the Environment.
- Sec. 704. Duties of City Departments.
- Sec. 705. LEED Certification Requirements for Municipal Construction Projects.
- Sec. 706. San Francisco-Specific LEED Credit Requirements for Municipal Construction Projects.
- Sec. 707. Collection, Storage and Loading of Recyclable and Compostable Materials.
- Sec. 708. Construction and Demolition Debris Management.
- Sec. 709. Water Conservation Retrofit Requirements.
- Sec. 710. Energy Efficient Lighting Retrofit Requirements.
- Sec. 711. Indoor Environmental Quality.
- Sec. 712. Report to the Board of Supervisors.
- Sec. 713. Waivers.

Editor's Note:

The title of this chapter (formerly "Resource Efficiency Requirements") was changed upon the incorporation of the extensive amendments made to the chapter by Ord. 204-11, at the discretion of the codifier and upon consultation with the office of the City Attorney.

SEC. 700. FINDINGS AND PURPOSE.

The Board of Supervisors finds that:

1. Buildings are one of the distinguishing elements of human civilization. Traditional building design and construction practices have significant negative environmental impacts. In the United States, buildings consume 48 percent of all energy, 76 percent of all electricity, and generate 38 percent of all carbon (CO₂) emissions. In San Francisco, buildings consume 54 percent of all energy, 80 percent of all electricity, and generate 56 percent of all carbon emissions. Advanced green buildings can generate

their own energy, minimize carbon emissions, produce and process their own water, emphasize reuse of buildings and materials, and provide healthy interior environments.

2. The selection of sustainable design features and building materials is consistent with the City's Precautionary Principle Policy. This policy requires that the City consider a full range of alternatives in order to select products and procedures that minimize harm and maximize the protection of public health and natural resources.

3. The United States Green Building Council (USGBC) is a non-profit organization committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings. LEED® is an internationally-recognized green building certification system, developed by the USGBC.

4. Green buildings provide financial benefits while protecting human and environmental health. Total construction costs for buildings seeking LEED certification fall into the existing range of costs for buildings not seeking LEED certification. Green buildings, on average, result in savings of 20 percent of total construction costs over the first 20 years of operation.

(Added and former Sec. 700 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 701. DEFINITIONS.

The following terms shall have the meanings set forth below.

(a) "Alternative Daily Cover" or "ADC" means materials, other than soil, that have been approved by the California Department of Resources Recycling and Recovery ("CalRecycle") or a successor agency for use as a temporary overlay on an exposed landfill face.

(b) "Beneficial reuse" means the reuse of material at a landfill that does not include ADC but shall include, but not be limited to, use of the material for or as the following: alternative intermediate cover; final cover foundation layer; liner operations layer; leachate and landfill gas collection system; construction fill; road base; wet weather operations pads and access roads; and, soil amendments for erosion control and landscaping. "Beneficial reuse" does not include disposal of material at a landfill.

(c) "BioMass Energy Generation" means the controlled combustion, when separated from other solid waste and used for producing electricity or heat, of wood, wood chips, wood waste, and tree and brush prunings. "Bio-mass Energy Generation" does not include the controlled combustion of recyclable pulp or recyclable paper materials, or medical or hazardous waste.

(d) "Building" means:

(1) Any structure used for support or shelter of any use or occupancy. "Structure" means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built or composed of parts joined together in some definite manner and permanently attached to the ground.

(2) "Building" includes office buildings, libraries, recreation centers, museums, airport buildings, public safety buildings, hospitals, clinics, education centers, transportation facilities, cruise ship terminals, marina buildings, convention facilities, and other structures.

(3) "Building" does not include machinery, equipment, or appliances installed for manufacture or process purposes only, any construction installation that is not part of a building, or any tunnel, roadway or bridge, or any vehicle or mobile equipment.

(e) "CALGreen" means the California State Green Building Code as adopted by San Francisco Building Code Chapter 13C.

(f) "City department" means any department of the City and County of San Francisco. City department does not include any other local agency or any federal or State agency, including but not limited to, the San Francisco Unified School District, the San Francisco Community College District, the San Francisco Redevelopment Agency and the San Francisco Housing Authority.

(g) "City-owned Facility" means any building owned by the City and County of San Francisco. "City-owned Facility" includes City-owned facilities or portions thereof that the City leases to non-City entities.

(h) "City Leasehold" means a building or portion thereof owned by others where the City is a tenant.

(i) "City Representative" means the employee of the City who oversees the construction and/or demolition process for a City construction and/or demolition project and is responsible for ensuring that the contractor complies with all aspects of the contract documents.

(j) "Commission" means the Commission on the Environment.

(k) "Commissioning Process" means an independent process to ensure the attainment of quality facilities pursuant to this Chapter. The commissioning process verifies and documents that the energy using systems in buildings are installed, tested, and operate as designed. The Commissioning Process shall coordinate with, but not include, routine inspections performed by the code official having jurisdiction.

(l) "Construction and Demolition Debris" or "C & D Debris" means building materials and solid waste generated from construction and demolition activities, including, but not limited to: fully-cured asphalt; concrete; brick; rock; soil; lumber; gypsum wallboard; cardboard and other associated packaging; roofing material; ceramic tile; carpeting; fixtures; plastic pipe; metals; and, tree stumps and other vegetative matter resulting from land clearing and landscaping for construction, deconstruction, demolition or land developments. "Construction and Demolition Debris" does not include refuse regulated under the 1932 Refuse Collection and Disposal Ordinance or sections of the Municipal Code that implement the provisions of that ordinance, or materials excavated from the public right-of-way. "Construction and Demolition Debris" does not include "hazardous waste," as defined in California Health and Safety Code Sections 25100 et seq.

(m) "Construction Project" means any building, planning or construction activity, including demolition, new construction, major alteration, or building additions by a City department at a City-owned Facility, or City Leasehold.

(n) "Contractor" means the company or person to whom the City awards a contract for a construction and/or demolition project. The contractor is responsible for complying with all aspects of Section 708 of this Chapter and for ensuring that all subcontractors, lower-tier subcontractors and suppliers also comply.

(o) "Deconstruction" means the process of taking apart a structure with the primary goal of preserving the value of all useful building materials, so that they may be reused or recycled.

(p) "Demolition Project" means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement, building, wall or fence, whether in whole or in part and whether interior or exterior.

(q) "Department" means the Department of the Environment.

(r) "Design Phases" means the generally-accepted stages of architectural design: conceptual design, schematic design, design development and construction documents.

(s) "Director" means the Director of the Department of the Environment or his or her designee.

(t) "Disposal" means final deposition of material at a legally operating permitted landfill that does not include beneficial reuse or at a permitted transformation facility. A legally operating, permitted landfill includes Class III landfills and inert fills. Disposal of inert materials at inert fills or inert backfill sites does not constitute recycling.

(u) "Diversion" means use of material for any purpose other than disposal in a landfill or transformation facility, such as source reduction, reuse, recycling, and composting activities that do not result in material being disposed at permitted landfills and transformation facilities.

(v) "Diversion Rate" means the percentage of total material that is diverted from disposal at permitted landfills and transformation facilities through processes such as source reduction, reuse, recycling, and composting.

(w) "Green Building Certification Institute" or "GBCI" is the body providing independent third-party LEED certification and professional credentials recognizing excellence in green building performance and practice.

(x) "Hazardous Material" means any material defined as hazardous in California Health and Safety Code Sections 25100 et seq., as amended.

(y) "Indoor Air Quality" means the quality of indoor air, including the concentration of particulates, fumes, odors, carbon dioxide, etc.

(z) "Indoor Environmental Quality" means the quality of the indoor environment, including air quality, thermal quality, acoustical quality, daylight, views and controllability of systems.

(aa) "Landfill" means a facility that (i) accepts for disposal in or on land non-hazardous waste such as household, commercial, and industrial waste, and waste generated during construction, remodeling, repair and demolition operations, and (ii) has a valid current solid waste facilities permit from the California Department of Resources Recycling and Recover (CalRecycle).

(bb) "Leadership in Energy and Environmental Design" or "LEED®" is an internationally recognized green building certification system developed by the USGBC, providing third-party verification that a building or community was designed and built using strategies aimed at improving performance across all the following metrics: energy savings; water efficiency; CO₂ emissions reduction; improved indoor environmental quality; and, stewardship of resources and sensitivity to their impacts. LEED provides building owners and operators with a concise framework for identifying an implementing practical and measurable green building design, construction, operations, and maintenance solutions. LEED certified buildings are rated on a scale from lowest to highest: LEED Certified, LEED Silver, LEED Gold and LEED Platinum. Wherever specific LEED prerequisites or credits are cited, such references are to LEED building Design and Construction (BD+C) 2009. More recent LEED versions may be used, provided the credits and points achieved are at least as stringent as LEED BD+C 2009.

(cc) "LEED Accredited Professional" or "LEED AP" means an employee of a City department or a consultant retained by the City through a design or construction contract or other agreement who has fulfilled all requirements and passed the LEED accreditation exam issued by GBCI in applying LEED principles to technical fields of practice in building design, construction and operations.

(dd) "LEED Project Administrator" means the individual member of the design team who registers a project with GBCI, and subsequently administers the LEED documentation process. For San Francisco municipal construction projects, the LEED Project Administrator shall be a LEED AP.

(ee) "LEED Scorecard" means a summary chart indicating all LEED prerequisites and credits being pursued and reasonably expected to be achieved for a construction project.

(ff) "Major Alteration" means construction work that is extensive enough such that normal building operations cannot be performed while the work is in progress, and/or a new certificate of occupancy, or similar official indication that it is fit and ready for use, is required.

(gg) "Minimum Project Requirements" or "MPR" means the minimum requirements for projects to become LEED certified, as issued by the USGBC.

(hh) "Mixed Construction & Demolition debris" or "Mixed C & D Debris" means "Construction and Demolition Debris" or "C&D Debris," but excluding materials source-separated for reuse or recycling.

(ii) "New Construction" means construction from the ground up, including a new building envelope, and new structural, mechanical, electrical and plumbing systems.

(jj) "Person" means a natural person, a firm, joint stock company, business concern, association, partnership or corporation or, to the extent permitted by law, governmental entity, including the City and County of San Francisco and its departments, boards and commissions for projects within the nine counties surrounding the San Francisco Bay, and its or their successors or assigns.

(kk) "Recover" or "Recovery" means any activity, including source reduction, deconstruction and salvaging, reuse, recycling and composting, which, causes materials to be recovered for use as a resource and diverted from disposal.

(ll) "Recycle" or "Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. "Recycling" does not include "transformation," as defined in Section 40201 of California Public Resources Code.

(mm) "Recycling Facility" means an operation or person that collects and processes materials for recycling.

(nn) "Registered Facility" means a facility that accepts mixed construction and demolition debris for processing and recycling and holds a valid registration issued by the City and County of San Francisco pursuant to Chapter 14 of the Environment Code.

(oo) "Registered Transporter" means a person who removes mixed construction and/or demolition (C&D) debris from a construction and/or demolition site, using a vehicle with more than two axles or two tires per axle (such as a large pickup truck with four tires on the rear axle or three-axle dump trucks), and hauling at least one (1) cubic yard of mixed construction and demolition debris. A "Registered Transporter" must hold a valid registration from the City and County of San Francisco and is obligated to take all mixed C&D material only to a Registered Facility.

(pp) "Reuse" means using an object or material again, either for its original purpose or for a similar purpose, without significantly altering the physical form of the object or material.

(qq) "Source Reduction" means any action which causes a net reduction in the generation of solid waste. Source reduction includes, but is not limited to, reducing the use of non-recyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, reducing the amount of yard wastes generated, establishing garbage rate structures with incentives to reduce waste tonnage generated, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials.

(rr) "Source-Separated Materials" means materials that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of reuse, recycling or composting in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

(ss) The "United States Green Building Council" or "USGBC" is a non-profit organizations committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings.

(Added and former Sec. 701 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 702. MUNICIPAL GREEN BUILDING TASK FORCE.

(a) **Establishment and Purpose.** The Board of Supervisors establishes the Municipal Green Building Task Force (the "Task Force") to oversee and assist in enhancing the environmental performance of City construction projects pursuant to this Chapter. The Task Force shall review municipal construction projects subject to this Chapter during their design and construction to ensure that the responsible City departments are complying with the requirements of the Chapter, and may advise the Department of the Environment on matters of policy related to this Chapter. The Task Force shall facilitate communication about green building issues throughout the City, and act as an educational forum to increase knowledge and share project-related successes and lessons learned.

(b) The Task Force will consist of one member of the public appointed by the Mayor, and a representative with building design, construction and/or finance experience from each of the following City departments:

- (1) The Department of the Environment;
- (2) The Division of Building Design and Construction within the Department of Public Works;
- (3) The Division of Infrastructure Design and Construction within the Department of Public Works;
- (4) The San Francisco Public Utilities Commission;
- (5) The Recreation and Park Department;
- (6) The San Francisco Municipal Transportation Agency;
- (7) The Department of Building Inspection;
- (8) The Port of San Francisco;
- (9) The San Francisco International Airport;
- (10) The San Francisco Public Library;
- (11) The Department of Public Health; and,
- (12) The Real Estate Division within the Department of Administrative Services.

(c) The Task Force shall adopt bylaws to govern its operations. At least one member of the Task Force shall be a LEED Accredited Professional.

(d) The Department of the Environment shall provide staff for the Task Force.

(Added and former Sec. 702 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 703. DUTIES OF THE DEPARTMENT OF THE ENVIRONMENT.

(a) **General Duties Under this Chapter.** The Department of the Environment shall:

(1) Develop goals, criteria, and strategies for optimizing municipal green building design, construction and operations and make policy recommendations regarding requirements for municipal construction projects to the Board of Supervisors;

(2) Develop and oversee a training program in green building practices, including design, construction, alteration, renovation, operation and reuse of buildings for department heads and city architects, engineers, construction managers, building managers, department managers and finance officers employed by the City in order to implement the policies adopted by the Board of Supervisors;

(3) Coordinate with the Task Force and other City departments having expertise with, or with responsibility for, compliance with the requirements of this Chapter, and on achieving municipal green building goals including, but not limited to, the Department of Public Works, the San Francisco Public Utilities Commission and the Department of Building Inspection. These departments shall also assist the Director in providing advice, assistance, outreach, and education to other City departments concerning green building practices;

(4) Provide technical project oversight and assistance directly to City project teams or through green building technical assistance contracts; and

(5) Develop forms and materials necessary for compliance with this Chapter.

(b) **Guidance, Rules and Regulations.** After a public hearing, the Director may promulgate such guidance, forms, performance procedures, rules and regulations as may be necessary or appropriate from time to time to carry out the provisions of this Chapter, including the adoption of forms necessary to implement this Chapter. The Director is authorized to call upon the Task Force and other City departments as necessary and appropriate to assist in developing such guidance, forms, performance procedures, rules and regulations. Such guidance, forms, performance procedures, rules and regulations may include adopting appropriate versions of LEED and adopting or modifying San Francisco-specific LEED requirements for municipal construction projects, as provided in Section 706.

(c) The Director shall determine the costs of implementing this Chapter and shall request that relevant City departments provide work orders to the Department to cover the costs of implementing and maintaining the programs required by this Chapter.

(Added and former Sec. 703 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 704. DUTIES OF CITY DEPARTMENTS.

(a) Each City department, board and commission subject to this Chapter shall administer its construction projects in accordance with the Chapter.

(b) Each City department, board and commission subject to this Chapter shall cooperate with, and provide in writing to the Department all information necessary for the Department to carry out its duties under this Chapter.

(c) Each City department shall designate an employee contact person for construction projects and green building communications.

(d) Each City department shall assist the Director in providing advice, assistance, outreach and education to other City departments concerning municipal green building practices.

(e) Appropriate City department personnel shall attend green building related training offered by the Department.

(f) The San Francisco Public Utilities Commission may provide energy- or water-related technical project design review assistance directly to City project teams or through technical assistance contracts.

(Added as Sec. 709 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

(Former Sec. 704 added and previous Sec. 704 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; repealed by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 705. LEED CERTIFICATION REQUIREMENTS FOR MUNICIPAL CONSTRUCTION PROJECTS.

Except as otherwise provided by the City's Charter,

(a) In addition to complying with this Chapter, municipal construction projects shall comply with the requirements of Chapter 13C of the San Francisco Building Code, "The San Francisco Green Building Code."

(b) As described in this Chapter, the LEED rating system shall be used to certify the environmental design of the City's municipal construction projects. The minimum requirement for municipal construction projects of 5,000 square feet or more shall be LEED Gold certification by GBCI.

(c) In order to achieve LEED Gold certification, municipal construction projects must meet selected San Francisco-specific LEED credit requirements as further specified by Section 706 and this Chapter.

(d) **Operative Date.** This section shall apply to any construction project otherwise subject to the provisions of this Chapter 7 where the initial appropriation request, either whole or partial, is submitted to the board of supervisors after November 1, 2011.

(e) **Projects Less Than 5,000 Square Feet.** For construction projects less than 5,000 square feet and for construction projects of any size not meeting the Minimum Project Requirements to be eligible for LEED certification, the sponsoring City department, in consultation with a LEED AP, shall prepare and submit a conceptual design phase LEED Scorecard to the Department for informational and reporting purposes. The conceptual design phase LEED Scorecard shall demonstrate the maximum LEED credits that are practicable for the project. The sponsoring City department shall pursue these LEED credits throughout the design and construction process. The department, in consultation with a LEED AP, shall prepare and submit a final as-built LEED Scorecard to the Department indicating all LEED credits that would be achieved if the project had been certified. Documentation of LEED credits is not required for these projects.

(f) **Projects of 5,000 Square Feet or More.** For Construction Projects with square footage of 5,000 square feet or more the following applies:

(1) **Conceptual Design Phase.** During the conceptual design phase, the sponsoring City department shall assemble a design team, which shall include a LEED AP assigned to be the LEED Project Administrator. The LEED Project Administrator shall prepare and submit a conceptual phase LEED Scorecard to the Department for review by the Task Force. The conceptual phase LEED Scorecard shall demonstrate a LEED Gold rating or higher, including all San Francisco-specific LEED credit requirements. The Task Force shall review and make recommendations on the conceptual LEED Scorecard within 35 days of submittal.

(2) **Schematic Design, Design Development and Construction Document Phases.** During the Schematic Design phase, the LEED Project Administrator shall register the construction project with the GBCI as a LEED registered project. At the conclusion of each design phase (Schematic Design, Design Development, and Construction Documents), the LEED Project Administrator shall submit an updated LEED Scorecard to the Department; the Scorecard shall demonstrate a LEED Gold rating or higher for the project, including all San Francisco-specific LEED credit requirements. These interim LEED Scorecards shall be available for review by the Task Force.

(3) **Project Consultation.** At the completion of construction, the LEED Project Administrator shall submit the final LEED documentation to the GBCI for certification. Upon receiving the LEED rating from the GBCI, the LEED Project Administrator shall submit the LEED ratings and the final LEED Scorecard to the Department for review by the Task Force.

(g) The USGBC updates the LEED rating system on a three-year cycle. The Director shall as necessary adopt by the regulation the current applicable versions of LEED pursuant to Section 703(b).

(Added as Sec. 707 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

(Former Sec. 705 added and previous Sec. 705 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; Ord. 103-10, File No. 090584, App. 5/21/2010; repealed by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 705.1. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; repealed by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 705.2. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; repealed by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 705.3. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered as Sec. 710 and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 705.4. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered as Sec. 711 and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 705.5. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered as Sec. 707 and amended in its entirety by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 706. SAN FRANCISCO-SPECIFIC LEED CREDIT REQUIREMENTS FOR MUNICIPAL CONSTRUCTION PROJECTS.

(a) As part of the LEED Gold certification requirement for municipal construction projects, the projects must achieve the following LEED credits:

(1) **Stormwater Management.** The LEED Project Administrator shall submit documentation verifying that a construction project that is located outside the City and County of San Francisco achieves the LEED SS6.2 credit. Construction projects located within the City and County of San Francisco shall implement the applicable stormwater management controls adopted by the San Francisco Public Utilities Commission (the "SFPUC"). All construction projects shall develop and implement construction activity pollution prevention and stormwater management controls adopted by the SFPUC, and achieve LEED prerequisite SSp1 or similar criteria adopted by the SFPUC, as applicable.

(2) **Indoor Water Use Reduction.** The LEED Project Administrator shall submit documentation verifying a minimum 30% reduction in the use of indoor potable water, as calculated to meet and achieve LEED credit WE3.2.

(3) **Renewable Energy.** The LEED Project Administrator shall confer with SFPUC on renewable energy opportunities for municipal construction projects, including photovoltaics, solar hot water and wind power. The LEED Project Administrator shall submit documentation verifying that:

(A) The project meets LEED prerequisite EA 1 Energy Performance requirement and demonstrates compliance with Title 24, Part 6 California Energy Standards in effect at the time of the permit application; and,

(B) The project includes a combination of photovoltaic and/or solar thermal area meeting the requirements of San Francisco Green Building Code Chapter 5, Division 5.2, or demonstrates applicability of exceptions therein.

(4) **Commissioning.** The LEED Project Administrator shall submit documentation verifying that the facility has been or will meet the criteria necessary to achieve LEED credit EA 3.0 (Enhanced Commissioning), in addition to LEED prerequisite EA p1 (Fundamental Commissioning of Building Energy Systems.)

(5) **Enhanced Refrigerant Management.** The LEED Project Administrator shall submit documentation verifying that the project will reduce ozone depletion, while minimizing direct contribution to climate change, achieving LEED credit EA 4.

(6) **Construction Debris Management.** The LEED Project Administrator shall submit documentation verifying the diversion of a minimum of 75% of the project's construction and demolition debris, as calculated to achieve LEED credit MR2.2. The project must also satisfy the requirements of Section 708.

(7) **IAQ Management: During Construction.** The LEED Project Administrator shall submit documentation verifying that the sponsoring City department has prepared and implemented an Indoor Air Quality Management Plan that achieves LEED credit EQ 3.1. This requirement includes meeting or exceeding the recommended Control Measures of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2nd Edition 2007, ANSI-SMACNA 008-2008 (Chapter 3).

(8) **IAQ Management: Before Occupancy.** The LEED Project Administrator shall submit documentation verifying that the sponsoring City department has prepared and implemented an Indoor Air Quality Management Plan that achieves LEED credit EQ 3.2.

(9) **Low Emitting Materials.** The LEED Project Administrator shall submit documentation verifying that the project is using low-emitting materials, subject to onsite verification, achieving LEED credits EQ 4.1, EQ 4.2, EQ 4.3, and EQ 4.4 wherever applicable:

(A) Adhesives, sealants and sealant primers shall achieve LEED credit EQ 4.1, including compliance with South Coast Air Quality Management District (SCAQMD) Rule #1168, amended January 7, 2005.

(B) Interior paints and coatings applied on-site shall achieve LEED credit EQ 4.2, including:

(i) Architectural paints and coatings shall meet the VOC content limits of Green Seal Standard GS-11 (1st Edition, 1993).

(ii) Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates shall not exceed the VOC content limit of Green Seal Standard GC-03 (2nd Edition, 1997) of 250 g/L.

(iii) Clear wood finishes, floor coatings, stains, primers, and shellacs applied to interior elements shall not exceed SCAQMD Rule 1113 (2004) VOC content limits.

(C) Flooring systems shall achieve LEED credit EQ 4.3 Option 1, including:

(i) Interior carpet shall meet the testing and product requirements of the Carpet and Rug Institute Green Label Plus program.

(ii) Interior carpet cushioning shall meet the requirements of the Carpet and Rug Institute Green Label program.

(iii) Hard surface flooring, including linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base shall be certified as compliant with the FloorScore standard, provided, however, that 100% reused or 100% post-consumer recycled hard surface flooring may be exempted from this LEED credit EQ 4.3 requirement. Projects exercising this exemption for hard surface flooring shall otherwise be eligible for LEED credit EQ 4.3.

(D) Interior composite wood and agrifiber products shall achieve LEED credit EQ 4.4 by containing no added urea formaldehyde resins. Interior and exterior hardwood plywood, particleboard, and medium density fiberboard composite wood products shall additionally meet California Air Resources Board Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq.), by or before the dates specified in those sections.

(E) Project sponsors are encouraged to achieve LEED Pilot Credit 2: Persistent Bioaccumulative Toxic Chemicals Source Reduction: Dioxins and Halogenated Organic Compounds. This standard is consistent with Environment Code Chapter 5: Non-PVC Plastics.

(10) **Indoor Chemical and Pollutant Source Control.** The LEED Project Administrator shall submit documentation verifying that the project will minimize and control the entry of pollutants into buildings and later cross contamination of regularly occupied areas, achieving LEED credit EQ 5.

(Added by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011; amended by Ord. 71-16, File No. 160154, App. 5/6/2016, Eff. 6/5/2016, Oper. 1/1/2017)

(Former Sec. 706 added and previous Sec. 706 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 708 and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 707. COLLECTION, STORAGE AND LOADING OF RECYCLABLE AND COMPOSTABLE MATERIALS.

(a) All City departments shall ensure that adequate, accessible, and convenient recycling, composting and waste areas are provided within City-owned facilities and leaseholds, and that all contract documents for construction activities contain this requirement. In accordance with the City and County of San Francisco's solid-waste diversion goals, and the Mandatory Recycling and Composting Ordinance (Chapter 19 of the Environment Code), the departments shall provide sufficient space to allow the collection, storage and loading of 100 percent of the facility's recyclable, compostable and waste materials. That space must be sufficient to accommodate containers consistent with both current methods and goals of refuse collection, storage and loading, and with projected needs when full zero waste goals are met.

(1) The departments shall integrate all areas designated for the collection, storage and loading of recyclable, compostable and waste materials into the design and construction of the project. The departments shall ensure that areas for collection, storage and loading of recyclable and compostable materials are at least as convenient and usable as spaces provided for non-recyclable waste disposal, and located in the same areas whenever possible. When separate locations must be provided due to space constraints, the locations for collection, storage and loading of recyclable and compostable materials shall be at least as convenient as non-recyclable waste disposal locations.

(2) All areas designated for the collection, storage and loading of recyclable, compostable and waste materials shall allow for easy access to the containers by collection vehicles.

(3) Each interior space shall include adequate area designed and designated for collection and storage of recyclable, compostable and waste materials.

(4) Any chute system for solid-waste disposal shall be designed for equal convenience to all users to separate the three waste streams of trash, recycling and compostable materials.

(b) **Surplus Furniture, Equipment, Computers and Supplies.** The Virtual Warehouse Program facilitates the reuse, recycling, and disposal of surplus City materials. To the extent permitted by law, all surplus furniture, equipment, computers and supplies purchased with San Francisco City and County funds shall be turned in to the Virtual Warehouse. Before buying any new furniture, equipment or supplies, City employees shall check the Virtual Warehouse for available products that meet their needs.

(c) All City departments are required to recycle used fluorescent and other mercury containing lamps, batteries, and universal waste as defined by California Code of Regulations Section 66261.9.

(Added as Sec. 705.5 by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered and amended in its entirety by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011.

(Former Sec. 707 added and previous Sec. 707 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 705 and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 708. CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT.

(a) This requirement applies to all Construction and/or Demolition Projects at City-owned Facilities and City leaseholds, regardless of size of the project, located within the nine counties surrounding the San Francisco Bay. All City departments shall ensure that each Construction and/or Demolition Project subject to this Section shall meet the following requirements:

(1) The Contractor shall employ the following hierarchy of highest and best use for handling Construction & Demolition ("C&D") debris as follows:

(A) Implement reduced material usage or reuse of materials before any recycling;

(B) Implement recycling of source-separated material before any recycling of mixed C&D debris material;

(C) Implement recycling of mixed C&D debris before all other forms of disposal.

(2) The contractor shall manage all project C&D debris materials to meet a minimum diversion rate of 75 percent. The Director may increase the minimum diversion rate by regulation under Section 703(b) based on the Director's assessment of infrastructure, markets and materials available to support the new rate.

(3) The contractor is prohibited from sending any C&D debris material directly to a landfill without submitting a request to and receiving approval from the Department. The request must demonstrate that all reuse and recycling options for the material have been evaluated and determined to be not possible. A request to send C&D material directly to landfill must demonstrate that beneficial reuse of the material is employed, if possible, before any material is used as alternative daily cover (ADC), and that material is used as landfill disposal only as a last resort if necessary, and shall include documentation such as a written statement by the landfill operator that the material will be used as designated.

The contractor should submit any initial request for approval to send C&D debris material directly to a landfill to the Department at the same time the contractor submits the Construction and Demolition and Debris Management Plan (CDDMP) to the City Representative, as provided in subsection (b)(2)(A)

(ii), below. But if unforeseen circumstances affect the material during the project, the contractor may at that time submit an additional or amended request to the Department for its review and possible approval.

(4) The contractor is prohibited from sending any C&D debris materials directly to any facility that would incinerate such debris or otherwise process such debris using high temperature conversion technology, unless the debris is used as boiler fuel in BioMass Energy Generation, which will only be allowed after the contractor has submitted a request to and received approval from the Department. The contractor shall demonstrate in the request that all reuse and recycling options for the material have been evaluated and determined to be not possible.

(5) No solid waste or C&D debris material shall be buried or otherwise disposed of on the project site, unless engineered and processed on site for on-site reuse such as engineered backfill or landscaping; any such use shall be documented on all C&D debris material management plans and reports.

(6) In order for C&D debris to be considered hazardous, such as containing asbestos or lead, it shall be tested and determined to be hazardous by an independent professional, such as a Cal/OSHA Certified Asbestos Consultant. The waste determination and other verification shall be included with the C&D Debris Management Plan, together with a list of hazardous materials found at the project site and plans for proper disposal.

(b) **Construction and Demolition Debris Management Plan.** The contract between the City department and the contractor shall require the contractor responsible for construction and/or demolition debris material management to:

(1) Conduct a site assessment to estimate the types of materials that will be generated during the construction and/or demolition project, including packaging or shipping materials.

(2) Complete a plan as set forth below describing procedures for reuse, recycling and material management.

(A) **Plan Requirements.** The contract between the City department and the contractor shall require that:

(i) After award of the contract and prior to commencement of the demolition or construction project, the City Representative shall ensure that the contractor develops a plan for managing C&D debris material from the project to meet the requirements of this Section.

(ii) The contractor shall prepare, sign and submit a Construction and Demolition Debris Management Plan ("CDDMP") to the City Representative. The City Representative shall review the plan to ensure the contractor and the City are maximizing highest and best use of all C&D debris material and are meeting the requirements of this Section. The City Representative shall, if appropriate, approve and sign the CDDMP to ensure that the contractor abides by all requirements of this Section.

(B) The Director shall specify the form of the CDDMP by regulation pursuant to Section 703(b). The form shall include, but not be limited to:

(i) Contractor and project identification information;

(ii) Procedures to be used for C&D debris management;

(iii) A list of the materials generated from the project, their estimated weight by tons, and how they will be reused, recycled, or otherwise handled; and,

(iv) The names and locations of reuse and recycling facilities or sites, and companies that will transport the material.

(3) If the project involves a Full Demolition Permit from the code official having jurisdiction, or if the projected cost of the project exceeds \$100,000; or as may be required by the Department, the City Representative shall send the approved CDDMP to the Department for optional review and approval.

(c) **Summary of Diversion; Disposal.** The contract between the City department and the contractor shall require that:

(1) With each application for progress payment, the contractor shall submit a signed Summary of Diversion to the City Representative showing C&D debris material diversion and disposal coinciding with the time period of the progress payment. This summary shall quantify all materials generated by the construction and/or demolition project, and how they were diverted from disposal through reuse or recycling, plus supporting documentation in the form of weight slips or other similar proof. The means used to reuse or recycle debris material must be consistent with the CDDMP for the project. No material may be taken to any landfill without prior approval pursuant to Section 708(a)(3), and landfill documentation provided with the Summary of Diversion must show that material was used as specified in the CDDMP. Failure to submit the Summary of Diversion and supporting documentation to the City Representative shall render the application for progress payment incomplete and delay progress payment. The Summary of Diversion must be submitted on a form specified by regulation of the Director under Section 703(b).

(2) The City Representative shall review and, if appropriate, sign as approved, the Summary of Diversion and supporting documentation to ensure that the contractor is adhering to the approved CDDMP, and that the reported diversion rate is correct. The City Representative shall send the Department a copy of the approved Summary of Diversion for any projects subject to subsection (b)(3).

(d) **Final Diversion Report.** The contract between the City department and the contractor shall require that:

(1) A Final Diversion Report signed by the contractor showing the weight of C&D debris material diverted for the entire construction and/or demolition project and the overall diversion rate achieved shall be prepared and submitted to the City Representative for approval prior to final payment. The Final Diversion Report will be submitted on a form established by regulation, pursuant to Section 703(b).

(2) The City Representative will send an approved copy of the Final Diversion Report to the Department. The City Representative shall retain all supporting documentation and make it available to the Department upon request.

(e) **Retention of Records.** The City Representative shall retain all C&D Debris Management Plans, Summaries of Diversion, Final Diversion Reports and all supporting documentation after completion of the project for a period of time determined by the Department by regulation.

(f) **Revenue.** Revenues or other savings obtained from recycled or reused materials shall accrue to the City department or the contractor as negotiated between them and embodied in the contract.

(g) All factual representations required by this Section shall be signed under penalty of perjury.

(h) All forms and documentation required by this Section will be submitted electronically, if possible.

(i) **Enforcement.** The Director and his or her designee may administer all provisions of this section and enforce those provisions by any lawful means available for such purpose except as otherwise provided in this Chapter.

(Added as Sec. 706 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

(Former Sec. 708 added by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 713 and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 709. WATER CONSERVATION RETROFIT REQUIREMENTS.

(a) On or before January 1, 2017, the department responsible for any City-owned facility's operation and maintenance shall take all steps necessary to bring the facility into compliance with this Section.

(b) The department shall use San Francisco Public Utilities Commission ("SFPUC") guidelines to determine which of the following provisions applies.

(c) Water Conservation Requirements for Water Closets (Toilets) and Urinals.

(1) This subsection applies to all City-owned facilities.

(2) City leaseholds are subject to the all the requirements of the Commercial Water Conservation Ordinance of Chapter 13A of the San Francisco Building Code, including provisions requiring the replacement of non-compliant water closets and urinals on or before January 1, 2017.

(3) The responsible department shall ensure that all water closets in City-owned facilities with a rated flush volume exceeding 1.6 gallons per flush and all urinals with a rated flush volume exceeding 1.0 gallon per flush are replaced with high-efficiency water closets that use no more than 1.28 gallons per flush and high-efficiency urinals that use no more than 0.5 gallons per flush, respectively.

(4) The responsible department shall replace the bowl and flushometer valve together in all City-owned facilities to meet high-efficiency standards for flushometer type water closets and urinals. The department shall replace the bowl and tank together to meet high-efficiency standards for tank type water closets.

(5) The department shall be responsible for the costs of compliance and for ensuring that all applicable contract documents for the replacement of water closets and urinals contain the above requirement.

(6) Installation of water closets and urinals:

(A) City departments purchasing water closets and urinals may only purchase high-efficiency water closets and urinals listed by the General Manager of the SFPUC.

(B) City departments shall confer with the General Manger and incorporate technical assistance and water conservation audit findings in project plans.

(7) City departments shall comply with inspection findings determined to be necessary by the General Manager of the SFPUC to ensure that all fixtures have been properly installed for buildings subject to the requirements in subsection (c)(3) where four or more high-efficiency water closets or urinals are replaced.

(8) Should the General Manager of the SFPUC determine that water closets and urinals that are more water-efficient than those specified in the foregoing sections exist. City departments shall install fixtures identified on a SFPUC list of other water-efficient water closets and urinals that City departments may use pursuant to Section 703(b).

(d) Water Conservation Requirements for Shower Heads.

(1) This subsection applies to all City-owned facilities.

(2) City leaseholds are subject to the Commercial Water Conservation Ordinance of Chapter 13A of the San Francisco Building Code, including provisions requiring the replacement of non-compliant showerheads on or before January 1, 2017.

(3) The department responsible for any City-owned facility's operation and maintenance shall take all necessary steps to ensure that all showerheads in the facility having a maximum flow rate exceeding 2.5 gallons per minute are replaced with shower heads having a maximum flow rate, not to exceed 1.5 gallons per minute.

(4) The department shall be responsible for the costs of compliance and for ensuring that all applicable contract documents for the replacement of showerheads contain the above requirement.

(5) Should the General Manager of the SFPUC determine that shower heads that are more water efficient than those specified in the foregoing section exist, City departments shall install fixtures identified on a San Francisco Public Utilities Commission list of other water-efficient shower heads that City departments may use pursuant to Section 703(b).

(e) Water Conservation Requirements for Faucets and Faucet Aerators.

(1) This subsection applies to all City-owned facilities.

(2) City leaseholds are subject to requirements of the Commercial Water Conservation Ordinance of Chapter 13A of the San Francisco Building Code, including provisions requiring the replacement of non-compliant faucets and faucet aerators on or before January 1, 2017.

(3) The department responsible for any City-owned facility's operation and maintenance shall take all necessary steps to ensure that all faucets and faucet aerators in the facility with a maximum flow rate exceeding 2.2 gallons per minute are replaced with fixtures having a maximum flow rate not to exceed 0.5 gallons per minute per appropriate site conditions.

(4) The department shall be responsible for the costs of compliance and for ensuring that all applicable contract documents for the replacement of faucet or faucet aerators containing the above requirement.

(5) Should the General Manager of the SFPUC determine that faucet aerators that are more water efficient than those specified in the foregoing section exist, City departments shall install fixtures identified on a SFPUC list of other water-efficient faucets or faucet aerators that City departments may use pursuant to Section 703(b).

(Added by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

(Former Sec. 709 added by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 704 and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 710. ENERGY EFFICIENT LIGHTING RETROFIT REQUIREMENTS.

(a) The requirements of this Section (or of California Code of Regulations Title 24, Part 6, or subsequent State standards, whichever are more stringent) shall apply in all cases except those in which a City department is not responsible for maintenance of light fixtures or exit signs:

(b) City departments shall be responsible for the cost of compliance and for ensuring that all applicable contract documents for the replacement and installation of light fixtures and exit signs contain the following requirements:

(1) **Exit Signs.** At the time of installation or replacement of broken or non-functional exit signs, all exit signs shall be replaced with light-emitting diode (L.E.D.)-type signs. Edge-lit compact fluorescent signs may be used as replacements for existing edge-lit incandescent exit signs.

(2) **Fluorescent Fixtures.**

(A) **Definitions.** For the purposes of this Section, the following definitions shall apply:

(i) "Luminaire" is an interior or exterior complete lighting unit, including internally or externally illuminated signs, consisting of the lamp and the parts designed to distribute the light, to protect the lamp, and to connect the lamp to the power supply, but not including illuminated utilization equipment or exit signs.

(ii) "Occupancy Sensor Control Device" is a device that automatically turns off a luminaire or series of luminaires no more than 30 minutes after it senses that the area is vacated.

(iii) "Utilization Equipment" is commercial, retail or industrial equipment, including but not limited to refrigeration equipment, fully enclosed retail display cases, vending machines, printing equipment or conveyors, which uses 4-foot or 8-foot fluorescent lamps ("tubes" or "bulbs") as an integrated part of such equipment. "Utilization Equipment" shall not include furniture or workstations.

(iv) "Compliance Deadline" is the final date by which all fixtures using 4-foot or 8-foot linear fluorescent lamps to provide illumination are to be in compliance.

(B) Compliance Deadline. The Compliance Deadline is December 31, 2011.

(C) Mercury Content. The mercury content of each 4-foot or 8-foot fluorescent lamp ("tube" or "bulb") installed in a luminaire after the Compliance Deadline shall not exceed 5 mg for each 4-foot fluorescent lamp, or 10 mg for each 8-foot fluorescent lamp.

(D) Energy Efficiency. The lamp and ballast system in each luminaire that utilizes one or more 4-foot or 8-foot linear fluorescent lamps to provide illumination in a City-Owned Facility must meet at least one of the following requirements:

(i) The lamp and ballast system emits 81 or more lumens per watt of electricity consumed;

(ii) The luminaire is controlled by an occupancy sensor control device that does not control an area in the building of more than 250 square feet;

(iii) The luminaire is fitted with a lighting efficiency measure approved by the Director as equivalent to the measures in subsections (i) or (ii) above;

(iv) The Director finds, based on the facts of the particular building and luminaire, that the energy savings from installing lighting efficiency measures meeting the requirements of this Section will be so insignificant over the life of the luminaire that the measure is not cost-effective; or,

(v) If the City department elects to meet the requirements of this Section with measures that require permits, such permits shall comply with all other applicable requirements of this Code and all other applicable state and local laws.

(E) Low Light Levels. The requirements of this Section shall not apply where the resulting luminaire will provide lighting levels at the work surface that are below the standards established by the Illuminating Engineering Society.

(F) Waivers. By September 30, 2011, the Director shall act on all pending requests for City Departments for a temporary waiver of the requirements of this Section. The criteria for waivers for this Section shall be described in rules issued by the Director. The Director shall submit to the Board of Supervisors a list of all departments receiving waivers, and shall identify budgetary or other barriers to compliance cited in those departments' waiver requests. Thereafter, the Director shall report on the effects of this Ordinance as part of the report required by Section 712.

(3) Exterior Light Fixtures. At the time of installation or replacement of broken or non-functional exterior light fixtures, a photocell or automatic timer shall be installed to prevent lights from operating during daylight hours. The existing switching capabilities shall be maintained. Upon written request by a City department the Director may grant an exemption from the requirement of this subsection where lighting is necessary during daylight hours.

(c) **Other Technologies.** Should the Director determine that light fixtures or exit signs that are more energy than those specified in the foregoing sections exist, the Director may, in consultation with the San Francisco Public Utilities Commission, establish a list of other energy-efficient light fixtures and exit signs that City departments may use pursuant to Section 703(b).

(Added as Sec. 705.3 by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

(Former Sec. 710 added by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 712 and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 711. INDOOR ENVIRONMENTAL QUALITY.

(a) The requirements of this Section apply to all City-Owned Facilities and City leaseholds.

(b) The San Francisco Department of Public Health ("DPH"), in consultation with the Department, shall track Indoor Environmental Quality (IEQ) problems, including indoor air pollution, fumes, odors, humidity problems, and thermal and acoustical comfort issues, in City-owned buildings and City leaseholds through the Department of Public Works and the Real Estate Division's Computerized Maintenance Management System (CMMS).

(c) City Departments not using the CMMS may complete a voluntary annual survey of IEQ information.

(d) DPH shall compile tracking information from the CMMS and survey results into an annual analysis including commonalities among complaints and preventative techniques. The annual survey results and analysis will provide information with which to provide better solutions to IEQ problems and improve IEQ policy-making.

(e) DPH will coordinate research and interventions relating to the causes, effects, extent, prevention, and control of indoor pollution, and will disseminate outcomes to City departments.

(f) Pursuant to Section 703(a)(2), the Department, in consultation with DPH, will provide outreach and education programs for City Departments and design professionals on the importance of IAQ management in the design, construction, operation and maintenance of municipal buildings.

(g) Construction specifications and facility maintenance protocols for City-owned Facilities and City Leaseholds shall include the following:

(1) Implementation of moisture and mold management practices during the design, construction and maintenance of a building. City-owned Facilities and City Leaseholds shall have a system in place that provides prompt response and remediation for moisture infiltration, water damage and/or mold.

(2) For new construction, elimination of building materials manufactured with lead. Eliminated materials are established by regulation, pursuant to Section 703(b).

(h) Additional IEQ construction specifications and facility maintenance protocols for City-owned Facilities and City Leaseholds may be adopted by regulation pursuant to Section 703(b).

(Added as Sec. 705.4 by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 712. REPORT TO THE BOARD OF SUPERVISORS.

No later than July 1, 2014, the Director, in consultation with the Task Force and affected City departments and with input from members of the public who have asked to be informed by the Task Force or the Department, shall submit to the Board of Supervisors a report on the effects of this Chapter, including but not limited to the following:

- (1) A report of the compliance of construction projects under the LEED rating system, including a report on waivers;
- (2) A report of City departments' compliance with this Chapter;
- (3) An assessment of whether this Chapter has achieved its stated goals; and
- (4) Recommended changes, if any, to this Chapter.

(Added as Sec. 710 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

SEC. 713. WAIVERS.

- (a) Waivers from the requirements of this Chapter are available under the following circumstances:

(1) **Emergency.** A City department may grant itself a waiver from any requirement of this Chapter, except the requirements of Section 706(a)(1), when it is necessary to respond to an emergency which endangers public health or safety. In such case, the City department shall report to the Director on a form provided by the Director regarding the emergency that prevented compliance with this Chapter within five business days. City departments desiring an emergency waiver from the requirements of Section 706(a)(1) shall confer with the General Manager of the San Francisco Public Utilities Commission.

(2) **Cost Prohibitive.** A City department may request a waiver from the Director on a form provided by the Director if compliance with this Chapter is cost prohibitive. The Task Force shall provide the Director with a recommendation with respect to the waiver request. The Director may grant a waiver upon a finding that the requesting department has:

(A) Demonstrated which specific requirements are cost prohibitive as weighed against the potential economic, environmental and health benefits posed by a particular requirement; and

(B) If applicable for Section 705, developed a reasonable plan to maximize the number of LEED points attainable.

(3) **Other.** If, due to specific circumstances, compliance would defeat the intent of this Chapter or create an unreasonable burden on the construction project or City department, the City department may request a waiver from that requirement from the Director on a form provided by the Director. The Task Force shall provide the Director with a recommendation with respect to the waiver request. The Director may grant a waiver upon a finding that the requesting Department has:

(A) Documented the circumstances and burdens at issue; and

(B) If applicable for Section 705, developed a reasonable plan to maximize the number of LEED points attainable.

- (b) The Director shall respond to a request for a waiver within 35 days.

(c) The Director may not waive the requirements of Sections 706(a)(1), 707, and 708, except in the case of emergencies as provided in subsection (a)(1). Departments seeking waivers of the requirements of Section 710(b) must follow the procedures provided for in Section 710(b)(2)(F). Granting of a waiver for any requirement of this Chapter does not waive any requirement of San Francisco Building Code Chapter 13C.

(d) The Director shall report to the Commission on the Environment regularly on waivers requested, granted and denied.

(Added as Sec. 708 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. 204-11, File No. 110854, App. 10/11/2011, Eff. 11/10/2011; amended by Ord. 75-14, File No. 140226, App. 5/28/2014, Eff. 6/27/2014)



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

February 6, 2008

NOTICE OF CIVIL SERVICE COMMISSION ACTION

ALICIA D. BECERRIL
PRESIDENT

DONALD A. CASPER
VICE PRESIDENT

MORGAN R. GORRONO
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

YU-YEE WU
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4088-07/08
THROUGH 4094-07/08.

At its meeting of February 4, 2008 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.

It was the decision of the Commission to: 1) adopt the Human Resources Director's report on PSC #4089-07/08 as amended. Notify the offices of the Controller and the Purchaser; and 2) adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser.

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: Parveen Boparai, Municipal Transportation Agency
- Brenda Burrell, Mayor's Office of Housing
- Micki Callahan, Human Resources Director
- Gordon Choy, Department of Public Works
- Nancy Gonchar, Arts Commission
- Ben Rosenfield, Controller
- Jennifer Johnston, Department of Human Resources
- Naomi Kelly, Office of Contract Administration
- William Lee, Emergency Communications Department
- Jonathan Nelly, Department of Human Resources
- Rob Stengel, Emergency Communications Department
- Shawn Wallace, San Francisco Police Department
- Commission File
- Chron

POSTING FOR
February 4, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4088-07/08	25	Mayor's Office of Housing	Regular	\$100,000.00	Will provide advice to the City on all pertinent issues relating to financings and ensure the City's transactions meet all applicable standards of competence fiscal prudence, while adhering to program requirements and affordable housing objectives.	30-Jun-11
4089-07/08	25	Mayor's Office of Housing	Regular	\$70,000.00	Will perform environmental review services for the Mayor's Office of Housing (MOH) and Mayor's Office of Community Development (MOCD) project undertakings in accordance with the National Environmental Policy Act (NEPA).	30-Jun-09
4090-07/08	28	Arts Commission	Regular	\$300,000.00	Will provide aesthetic enhancements; structural strengthening, re-casting a missing column and conservation of Francis Scott Key monument for Phase II of conservation for the Portals of the Past monument in Golden Gate Park.	31-Dec-10
4091-07/08	35	Municipal Transportation Agency (MTA)	Regular	\$79,000.00	Will conduct and evaluate adult bicycle safety courses in accordance with the League of American Bicyclists curriculum (minimum of 12 classroom Street Skills courses, and 6 Road 1, on-road courses).	31-Jan-09
4092-07/08	38	Police	Regular	\$120,000.00	Will provide the San Francisco Police Department with psychological evaluations of final entry level police officer candidates and refinement of predictive validity assessment procedures.	30-Jun-08
4093-07/08	77	Emergency Management	Regular	\$1,000,000.00	Will design, replace and reconfigure between 48, 52 workstations on the operations work floor of the City's 9-1-1 Call Center.	15-Feb-13
4094-07/08	90	Public Works	Regular	\$750,000.00	Will execute observations and reports during the design and construction of the SFGH Rebuild Project to ensure the mechanical, electrical, plumbing, and computer-based systems' operation and maintenance conform to the contract document design.	31-Dec-16

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 3, 2008

DEPARTMENT NAME: PUBLIC WORKS

DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: Third Party Commissioning Services

FUNDING SOURCE: Departmental Work Orders

PSC AMOUNT: \$750,000 PSC DURATION: February 1, 2008 through December 31, 2016

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The Third Party Commissioning Authority for the new hospital at San Francisco General Hospital (SFGH) Medical Center will execute observations and reports during the design and construction of the SFGH Rebuild Project to ensure the mechanical, electrical, plumbing, and computer-based systems' operation and maintenance conform to the contract document design and specifications.

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

The City's Green Building Ordinance mandates Third Party Commissioning Services for achieving Leadership in Environmental and Energy Design (LEED) Silver certification. Denial of this service would prevent compliance with City's Green Building Standards (Chapter 7 of the Environment Code) as by definition Third Party Commissioning is not performed by the building owner.

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

This is a new service.

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

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

Local 21	<u><i>Mary M. C. A.</i></u>	<u>1-3-2008</u>
Union Name	Signature of person mailing/faxing form	Date
Union Name	Signature of person mailing/faxing form	Date
RFP sent to <u>Local 21</u>	, on <u>When available</u>	
Union Name	Date	Signature

PSC# 4094-07/08 FOR DEPARTMENT OF HUMAN RESOURCES USE

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Requires a team of electrical, mechanical, plumbing and computer engineers/technicians to develop methods and implementation of testing and measurement of systems' operation and performance.

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

None.

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

Yes. Consultant is likely to utilize specialized equipment for the testing and measurement of systems' operation and performance.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service Classes are not applicable as by definition the LEED Building Standard requires the evaluation and documentation of building systems to be performed by a third party.

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

No. City staff cannot perform this work by definition of the LEED Building Standard.

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

Yes

No

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

B. Will the contractor train City and County employees?

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

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

S.F. Administrative Code, Chapter 7, Sec 707(e)(2), and US Green Building Council LEED are attached.

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

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? No. An RFQ will be in process to select the consultant.

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

Gordon Choy

Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

(415) 554-6230

Print or Type Name

Telephone Number

875 Stevenson Street, Room 420

San Francisco, CA 94103

Address

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: Tree Watering at Various locations

Funding Source: Adopted Tree Fund

PSC Amount: \$200,000

PSC Est. Start Date: 03/06/2017 PSC Est. End Date 08/31/2021

1. Description of Work

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

To provide routine watering for a list of specific street trees and landscape areas as provided by the Bureau of Urban Forestry ("B.U.F.") at various locations throughout the City and County of San Francisco ("City").

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

When new trees and other plants are planted in the City, they require roughly three (3) years of watering to become successfully established. Many of the plant and tree locations do not have irrigation systems, so they require manual watering in order to survive and grow. Without the manual watering, the trees and other plants will die and thus the financial investment in purchasing and planting these trees will be lost.

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.

B.U.F. currently has tree/plant watering staff. Due to various City initiatives, the current list of watering sites has grown exponentially; outpacing the speed at which the City can hire qualified staff to serve the its needs for tree watering. While B.U.F. works on plans to increase its watering staff and equipment needs, this contract will help the current watering staff keep pace with the ever-accelerating watering requirements.

D. Will the contract(s) be renewed?

No

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):

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

B. Explain the qualifying circumstances:

Due to various City initiatives such as Street Scope, Gray to Green, and various other greening projects, the amount of trees and landscaped areas planted continues to grow, requiring immediate manual watering for at least the next three years to become successfully established.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expertise and skills related to the General Laborer or Gardener position classifications, including: • Current and Valid CA Driver's License • Attention to detail • Ability to operate Water Pump • Familiar with City & County Traffic & Safety Laws
- B. Which, if any, civil service class(es) normally perform(s) this work? 3417, Gardener; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
The contractor will provide their own equipment and facilities to perform the work under the contract.

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

The work described in this document is currently being performed by the 7514 Laborers and 3417 Gardeners. The main issue is that demand has grown much faster than our ability to additionally hire qualified staff and purchase the necessary equipment to be used in servicing the growing watering needs of the City. This contract will provide much needed help for our staff while B.U.F. continues perform the process of hiring qualified personnel to perform watering duties.

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

- A. Explain why civil service classes are not applicable.
Current civil service classes are applicable.
- 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 applicable.

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. Current civil service employees are trained in this work. This contract is not a replacement, but rather provides additional help for meeting the current watering needs.
- 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 01/03/2017, the Department notified the following employee organizations of this PSC/RFP request:
Laborers, Local 261

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

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49124 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

Bui, David (DPW)

From: dhr-psccordinator@sfgov.org on behalf of david.bui@sfdpw.org
Sent: Tuesday, January 03, 2017 2:26 PM
To: Bui, David (DPW); LiUNA.local261@gmail.com; Bui, David (DPW); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49124 - 16/17

RECEIPT for Union Notification for PSC 49124 - 16/17 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 49124 - 16/17 for \$200,000 for Initial Request services for the period 03/06/2017 – 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/8411> 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: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Xerox On-Site Preventive Maintenance

Funding Source: Operating Funds

PSC Amount: \$300,000

PSC Est. Start Date: 05/01/2017

PSC Est. End Date 04/30/2022

1. Description of Work

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

The sole source vendor will provide ongoing preventive maintenance and repair of the San Francisco Municipal Transportation Agency's (SFMTA) one hundred seventy-six (176) Xerox multifunction printers across its thirty-nine (39) building locations.

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

Xerox multifunction printer equipment remains a critical business tool of the SFMTA. Only Xerox technicians are permitted to service our multifunctional printers, but there is no preventive maintenance. Therefore, the consequence of denial of this personal services contract would result in non-operating Xerox multifunction printers across the agency or nullify the warranties if maintained by other than the vendor.

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?

No. This is a three-year contract with (2) one-year options for extension.

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 is a three-year contract with (2) one-year options for extension.

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.

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

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

B. Explain the qualifying circumstances:

The City's agreement with Xerox states that only certified Xerox technicians employed by Xerox may perform this work or the equipment warranties will be nullified.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Must be a certified Xerox technician employed by Xerox. The vendor is Xerox an approved sole source vendor.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1091, IT Operations Support Admin I;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The vendor will provide a Xerox-certified expert with the required testing tools and parts for the one hundred seventy-six (176) Xerox multifunctional printers.

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

Civil service class 1091 IT Operations Support Administrator I might be able to perform a small portion of this work.

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

- A. Explain why civil service classes are not applicable.
Our contract with Xerox only permits certified Xerox technicians employed by Xerox to perform preventive maintenance or the warranties will become nullified.
- 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 City's agreement with Xerox states that only certified Xerox technicians employed by Xerox may perform this work or the equipment warranties will be nullified.

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.
No training is provided in this contract for preventive maintenance service.
- 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 12/27/2016, 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# 42679 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccoordinator@sfgov.org on behalf of cynthia.hamada@sfmta.com
Sent: Tuesday, December 27, 2016 3:40 PM
To: Hamada, Cynthia (MTA); L2IPSCReview@ifpte21.org; Hamada, Cynthia (MTA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42679 - 16/17

RECEIPT for Union Notification for PSC 42679 - 16/17 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 42679 - 16/17 for \$300,000 for Initial Request services for the period 05/01/2017 -- 04/30/2022. 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/8376> 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

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CHILDREN; YOUTH & THEIR FAMILIES

Dept. Code: CHF

Type of Request: Initial Modification of an existing PSC (PSC # 45299 - 14/15)

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

Type of Service: Strategic Planning

Funding Source: Children's Fund

PSC Original Approved Amount: \$350,000 PSC Original Approved Duration: 01/01/15 - 12/31/18 (4 years)

PSC Mod#1 Amount: \$150,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$500,000 PSC Cumulative Duration Proposed: 4 years

1. Description of Work

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

The Department of Children, Youth and Their Families (DCYF) is seeking one or more consultants to provide technical assistance to conduct a mandated community needs assessment (C.N.A.) and services allocation plan (SAP). Starting in FY 15/16 DCYF will be required to conduct an equity and resources analysis as part of its C.N.A. and SAP, which must include community input from all supervisory districts. The equity and resource analysis will require technical expertise in quantitative methods of developing an equity analysis that represents the need for services based on existing needs and resources. It will also require expertise in conducting community focus groups to gather qualitative input from all supervisory districts and analyzing the data to provide a representative assessment of the community-identified service needs for children, youth and family services.

Scope Change

The scope of this PSC is being expanded to include work on the department's upcoming request for proposals. The department has a three-phase process to develop its RFP, beginning with a community needs assessment, followed by a services allocation plan, and ending in an RFP. We are now in the second phase of this process. During SAP development it became clear that not only is continued technical assistance necessary, but that the RFP needs to be created concurrently with the SAP. Therefore we would like for our contractor now working on the SAP to continue with us while developing the RFP.

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

Proposition C will go before voters in November 2014 to seek approval to reauthorize the Children's Fund. In the event of its passage, DCYF will be required to make changes to its current mandated planning process for conducting a C.N.A. and SAP. DCYF is seeking a consultant to advise the department on technical aspects of the new planning requirements and to support the department to carry out community focus groups across all supervisory districts as required in the new legislation. ... (see attachment)

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.
DCYF has not sought a request for these services in the past

D. Will the contract(s) be renewed?

We do not anticipate renewing any contracts awarded through this PSC.

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:

2. Reason(s) for the Request

A. Display all that apply

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

Explain the qualifying circumstances:

This request is necessitated by the terms of Proposition C, which will appear on the November 2014 ballot.

B. Reason for the request for modification:

This modification broadens the scope of the original personal services contract to include technical assistance on the Request for Proposals that will follow the community needs assessment (C.N.A.) and services allocation plan (SAP). The department is also increasing the amount of the PSC to include the additional funds necessary for these services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Equity Analysis: Expertise on the factors related to positive child and youth development, ability to identify & collect data on neighborhood needs and resources that can be reliably used to build an equity index, and statistical expertise to model different equity indices to arrive at a model that can be replicated in future equity analyses. ... (see attachment)

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst;

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 mandated planning requirements are new to DCYF and therefore our Administrative Analysts have not developed expertise in the development of an equity analysis. DCYF Analysts will work closely with the consultant to develop the expertise needed to conduct future equity

analysis. In addition, the development of the required equity analysis C.N.A. and SAP will required an extensive community input process over a two year period (C.N.A. in year 1 & SAP in year 2) for which DCYF does not have the staff capacity or expertise to carry out.

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 work will eventually be performed by DCYF's 1823 Analyst position in the future.

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.
DCYF Administrative Analyst will work closely ... (see attachment)

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.
A vendor working on the SAP will also work on the new RFP scope

7. Union Notification: On 11/18/16, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, 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: Brett Conner Phone: 415.554.8427 Email: brett.conner@dcyf.org

Address: 1390 Market Street, Suite 900, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45299 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required
DHR Approved for 03/06/2017

Receipt of Union Notification(s)

Conner, Brett (CHF)

From: Conner, Brett (CHF)
Sent: Friday, November 18, 2016 4:40 PM
To: 'L21PSCReview@ifpte21.org'; 'staff@sfmea.com'; camaguey@sfmea.com (contact); 'amakayan@ifpte21.org'; 'jtanner940@aol.com'; 'david.canham@seiu1021.org'; Poon, Sin Yee (HSA) (DSS); 'xiumin.li@seiu1021.org'; 'ablood@cirseiu.org'; 'davidmkersten@gmail.com'; 'ted.zarzecki@seiu1021.net'; 'pscreview@seiu1021.org'; 'Wendy.Frigillana@seiu1021.org'; 'pcamarillo_seiu@sbcglobal.net'; Basconcillo, Katherine (PUC); 'Ricardo.lopez@sfgov.org'; 'leah.berlanga@seiu1021.org'; 'Sandeep.lal@seiu1021.me'; 'thomas.vitale@seiu1021.org'
Cc: DHR-PSCCoordinator, DHR (HRD)
Subject: Notification of PSC Modification for 45299 - 14/15 - MODIFICATIONS
Attachments: 45299 14-15 MOD Form 1.pdf; 45299_-_14-15_attachment.pdf

The CHILDREN; YOUTH & THEIR FAMILIES -- CHF has submitted a modification request for a Personal Services Contract (PSC) for \$150,000 for services for the period January 1, 2015 – December 31, 2018.

Best regards,

Brett Conner



Brett Conner

Grants Manager

City and County of San Francisco

Department of Children, Youth & Their Families

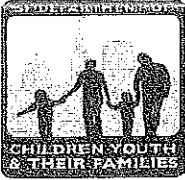
1390 Market Street, Suite 900 | San Francisco | CA 94102

P: 415-554-8427 | F: 415-554-8965 | brett.conner@dcyf.org | www.dcyf.org

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Additional Attachment(s)



Maria Su, Psy.D.
EXECUTIVE DIRECTOR



Edwin M. Lee
MAYOR

Attachment to Form 1
PSC 45299 - 14/15

Section 1B – Full Text

Proposition C will go before voters in November 2014 to seek approval to reauthorize the Children's Fund. In the event of its passage, DCYF will be required to make changes to its current mandated planning process for conducting a C.N.A. and SAP. DCYF is seeking a consultant to advise the department on technical aspects of the new planning requirements and to support the department to carry out community focus groups across all supervisorial districts as required in the new legislation.

Denial of this request does not release DCYF from the mandated requirements in the legislation; therefore, DCYF would have to seek approval to bring in temporary staff with the needed expertise to develop an equity analysis. In addition, the department would need to temporarily redirect the work of existing staff to support these activities.

Section 3A – Full Text

Equity Analysis: Expertise on the factors related to positive child and youth development, ability to identify & collect data on neighborhood needs and resources that can be reliably used to build an equity index, and statistical expertise to model different equity indices to arrive at a model that can be replicated in future equity analyses.

Community Focus Groups: Ability to convene and facilitative community input sessions and conduct an analysis that is representative of key issues surfaced at community meetings to inform equity index for C.N.A. and allocation of resources by service area and neighborhood in the SAP.

Section 6 B – Full Text

DCYF Administrative Analyst will work closely with the consultant to develop the expertise needed to perform this work in the future. Four Administrative Analysts (1823) will receive the training. The number of training hours is not yet determined.

Department of Children, Youth and Their Families

1390 Market Street Suite 900 * San Francisco, CA 94102 * 415-554-8990 * www.dcyf.org

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 46729 - 16/17)

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

Type of Service: Real Estate Appraisal Services

Funding Source: General Fund

PSC Original Approved Amount: \$50,000

PSC Original Approved Duration: 02/01/17 - 01/31/21 (4 years)

PSC Mod#1 Amount: \$450,000

PSC Mod#1 Duration: 03/06/17-02/25/21 (3 weeks 4 days)

PSC Cumulative Amount Proposed: \$500,000

PSC Cumulative Duration Proposed: 4 years 3 weeks

1. Description of Work

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

The Real Estate Division is in need of qualified appraisers to provide primarily commercial property appraisal services including: 1) draft and final appraisal reports, studies, reports, surveys, etc.; 2) expert witness testimony in condemnation trials or other proceedings, and 3) review appraisals. We intend to create a list of pre-qualified firms and/or sole practitioners who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement.

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

Accurate and professionally produced appraisals are essential to the successful management of the City's real property assets. Denial will result in the inability of the Real Estate Division to perform its statutory duties and may cause the City to lose millions of dollars in the sale or purchase of incorrectly valued property.

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, under contract

D. Will the contract(s) be renewed?

Unknown. Some current vendors may apply again to be in the pool of vendors to be established.

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:

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).

Explain the qualifying circumstances:

Services are as needed and require specific licensing and skills

B. Reason for the request for modification:

To add funds and extend duration. Typo in initial posting

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Licensed and certified to conduct business in the State of California; Five years of experience in the appraisal of commercial real estate; Appraisal work during the last three years for government agencies in the San Francisco Bay Area; Experience testifying as an expert witness as to valuation of real property ; Recent experience in San Francisco appraising a) commercial properties; b) high- and mid-rise office buildings; c) land proposed for development of office, residential, or mixed-use buildings; and d) special use properties. Experience as a review appraiser or senior review appraiser; Experience on a three-appraiser arbitration panel; Member in good standing of the Appraisal Institute (hold Member of Appraisal Institute (MAI) designation).

B. Which, if any, civil service class(es) normally perform(s) this work? 4261, Real Property Appraiser;

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.

Class 4261 Real Property Appraiser is focused on valuation for tax assessment purposes only. It does not include review appraisals, experience in specialized areas such as right-of-way appraisal nor require a license under the State Business and Professions Code or a MAI designation.

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 as-needed nature of the work and the high level of specialty skills required for each assignment make it impractical for any one individual to possess 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 contract? If so, please explain what that will entail; if not, explain why not.
No training will be provided
- 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.
Civil Service approved in past
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Unknown. Some current appraisers under contract may apply

7. **Union Notification:** On 01/04/17, the Department notified the following employee organizations of this PSC/RFP request:
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: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46729 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Wednesday, January 04, 2017 6:45 PM
To: Lubamersky, Joan (ADM); L21PSCReview@ifpte21.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 46729 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$450,000 for services for the period March 6, 2017 -- February 25, 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/dhrrupal/node/8414>

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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADMDept. Code: ADMType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Real Estate Appraisal ServicesFunding Source: General FundPSC Duration: 4 yearsPSC Amount: \$50,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Real Estate Division is in need of qualified appraisers to provide primarily commercial property appraisal services including: 1) draft and final appraisal reports, studies, reports, surveys, etc.; 2) expert witness testimony in condemnation trials or other proceedings, and 3) review appraisals. We intend to create a list of pre-qualified firms and/or sole practitioners who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement.

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

Accurate and professionally produced appraisals are essential to the successful management of the City's real property assets. Denial will result in the inability of the Real Estate Division to perform its statutory duties and may cause the City to lose millions of dollars in the sale or purchase of incorrectly valuated property.

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.

Services have been provided by contract.

D. Will the contract(s) be renewed?

Unknown. Some current vendors may apply again to be in the pool of vendors to be established.

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.

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

B. Explain the qualifying circumstances:

Services are as needed and require specific licensing and skills

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Licensed and certified to conduct business in the State of California; Five years of experience in the appraisal of commercial real estate; Appraisal work during the last three years for government agencies in the San Francisco Bay Area; Experience testifying as an expert witness as to valuation of real property ; Recent experience in San Francisco appraising a) commercial properties; b) high- and mid-rise office buildings; c) land proposed for development of office, residential, or mixed-use buildings; and d) special use properties. Experience as a review appraiser or senior review appraiser; Experience on a three-appraiser arbitration panel; Member in good standing of the Appraisal Institute (hold Member of Appraisal Institute (MAI) designation).
- B. Which, if any, civil service class(es) normally perform(s) this work? 4261, Real Property Appraiser;
- 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?

There are no classifications trained and licensed to perform this work.

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

- A. Explain why civil service classes are not applicable.
Class 4261 Real Property Appraiser is focused on valuation for tax assessment purposes only. It does not include review appraisals, experience in specialized areas such as right-of-way appraisal nor require a license under the State Business and Professions Code or a MAI designation.
- 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 as-needed nature of the work and the high level of specialty skills required for each assignment make it impractical for any one individual to possess 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 contract? If so; please explain what that will entail; if not, explain why not.
No training will be provided
- 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 11/30/2016, the Department notified the following employee organizations of this PSC/RFP request:
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: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46729 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/29/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER

Dept. Code: CON

Type of Request: Initial Modification of an existing PSC (PSC # 48059 - 15/16)

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

Type of Service: Technical Writing & Electronic Publication

Funding Source: Various

PSC Original Approved Amount: \$95,000

PSC Original Approved Duration: 08/01/16 - 07/31/20 (4 years)

PSC Mod#1 Amount: \$45,000

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$140,000

PSC Cumulative Duration Proposed: 4 years

1. Description of Work

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

Technical Writing and Electronic Publication Services including Audit Report Editing, Management Report Editing and Analysis Report Editing, Multimedia electronic publication, using source documents that include narrative and/or quantitative audit or analytical data, technical writing services to communicate complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management and other technical areas.

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

The ability to communicate technical information effectively related to complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management and other technical areas is critical to the operations of the City and the Controller's Office. The Controller's Office is required to provide a large amount of data and information to decision-makers, employees, vendors, citizens, and other governmental agencies. Services will enable the Controller's Office to ensure clear, accurate interpretation, comprehension and implementation of complex, technical procedures and legal requirements under tight time constraints.

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, Lux Consulting

D. Will the contract(s) be renewed?

It is possible depending on the City's need.

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:

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:

Highly complex technical writing and electronic multimedia publication services are intermittent and short-term and highly specialized in nature.

B. Reason for the request for modification:

The PSC amount is being modified to add \$45K to approved PSC (Initial \$95K + \$45K = \$140K). Total PSC requested amount is \$140K. No modification to previously approved term duration of 4 years. The PSC is being modified due to unanticipated increase in complex technical writing and electronic publication needs due to new Citywide financial system implementation that is being launched July 1, 2017.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor is required to have expertise in technical writing services and electronic publication services related to complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management and other technical areas.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1051, IS Business Analyst-Assistant;
- 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 Civil Service classification does not specifically include technical writing and electronic multimedia publication specifically for complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management and other technical areas.
- 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. These services are short-term, intermittent and highly specialized.

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.
None, not appropriate due to highly specialized work
- 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.
Lux Consulting has a current PSC

7. Union Notification: On 01/06/17, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Prof & Tech Eng, 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# 48059 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2017

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of joyce.kimotsuki@sfgov.org
To: [Kimotsuki, Joyce \(CON\); amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kimotsuki, Joyce \(CON\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Kimotsuki, Joyce (CON); amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kimotsuki, Joyce (CON); DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Modification Request to PSC # 48059 - 15/16 - MODIFICATIONS
Date: Friday, January 06, 2017 11:53:01 AM

PSC RECEIPT of Modification notification sent to Unions and DHR

The CONTROLLER -- CON has submitted a modification request for a Personal Services Contract (PSC) for \$45,000 for services for the period January 5, 2017

-- July 31, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/8419>

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

Agreement between the City and County of San Francisco and

Lux Consulting

This Agreement is made this Fifteenth day of August, 2016, in the City and County of San Francisco, State of California, by and between Lux Consulting, 572 Ortega Street, San Francisco, CA 94122 ("Contractor") and City.

Recitals

WHEREAS, the Controller's Office ("Department") wishes to obtain technical writing, editing, and reporting services; and,

WHEREAS, a Request for Qualifications for Editing, Technical Writing and Electronic Publication Services ("RFQ#CON2015-18") was issued on December 22, 2015, and City selected Contractor from the resulting RFQ pool; and

WHEREAS, the Local Business Entity ("LBE") subcontracting participation requirement for this Agreement is 18%; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC#48059-15/16 on June 20, 2016;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or

the Director's designated agent, hereinafter referred to as "Purchasing" and the Controller's Office."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Lux Consulting, 572 Ortega Street, San Francisco, CA 94122.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) August 15, 2016; or (ii) the Effective Date and expire on August 14, 2018, unless earlier terminated as otherwise provided herein.

2.2 The City has options to renew the Agreement for a period of up to three (3) additional years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of

any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Controller, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **\$94,905.00** (ninety-four thousand, nine-hundred and five dollars and no cents). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the Controller's Office approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the online LBE Utilization Tracking System (LBEUTS) as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the LBEUTS with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the online LBEUTS that all subcontractors have been paid. Contractor shall attend a LBEUTS training session. LBEUTS training session schedules are available at www.sfgov.org/lbeuts.

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions may sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 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 Services. Contractor will permit City to audit, examine and make excerpts and

transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless

inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

The subcontractor for this Agreement is Esther Reyes.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, 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.

4.4.2 **Payment of Employment 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 attorneys' fees, arising from this section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** 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:

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

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

(c) 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.

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

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

(b) 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.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 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.

5.1.5 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.

5.1.6 Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.7 The Workers' Compensation policy(ies) 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.

5.1.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the

City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.1.9 Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C, Insurance Waiver.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION

PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

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

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

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

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

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

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

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

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

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

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

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	10.13	Working with Minors
Article 7	Payment of Taxes	11.10	Compliance with Laws

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

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

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire.
3.5	Submitting False Claims	10.4	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	11.6	Dispute Resolution Procedure
6.1	Liability of City	11.7	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.8	Construction
Article 7	Payment of Taxes	11.9	Entire Agreement
8.1.6	Payment Obligation	11.10	Compliance with Laws
		11.11	Severability

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at www.sfgov.org under "Government."

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Nondisclosure of Private, Proprietary or Confidential Information.**

10.4.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

10.4.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

10.5 **Nondiscrimination Requirements**

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 18% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 **Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 **Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 **Limitations on Contributions.** By executing 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 **Reserved. (Slavery Era Disclosure)**

10.13 **Reserved. (Working with Minors)**

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Reserved. (Public Access to Nonprofit Records and Meetings)**

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **Reserved. (Sugar-Sweetened Beverage Prohibition)**

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

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 **Reserved. (Preservative Treated Wood Products)**

Article 11 General Provisions

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

To City: Joyce Kimotsuki
Controller's Office, Contracts Manager
1 Dr. Carlton B. Goodlett Place, #306
San Francisco, CA 94012
Joyce.Kimotsuki@sfgov.org
Tel. (415) 554-6562

To Contractor: Debby Lu, Principal
Lux Consulting
572 Ortega Street
San Francisco, CA 94122
Debby@LuxConsulting.biz
Tel. (415) 225-4925

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

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved. (Payment Card Industry ("PCI") Requirements)**

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that

would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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

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

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times

comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFQ, and Contractor's response dated January 21, 2016. The RFQ and Contractor's response are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFQ and the Contractor's response.

Article 12 MacBride And Signature

12.1 **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

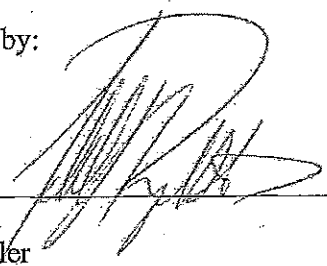
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

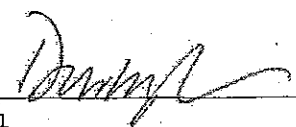
CONTRACTOR

Recommended by:

Lux Consulting



Todd Rydstrom
Deputy Controller
Controller's Office



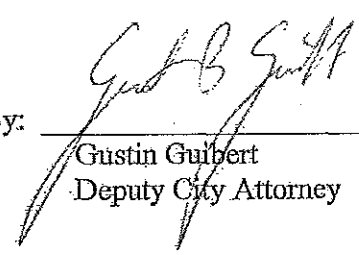
Debby Lu
Principal

City vendor number: 58860

Approved as to Form:


Dennis J. Herrera
City Attorney

By:



Gustin Guilbert
Deputy City Attorney

Approved:



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

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Insurance Waiver

RECEIVED
16 AUG - 9 PM 12: 07
PURCHASING DEPARTMENT

Appendix A

Services to be Provided by Contractor

I. Description of Services

Contractor agrees to perform the following scope of work in order to complete the Policies and Procedures Project for the Administration Division:

1.1 Phase I: Technical Writing and Editing External Policies & Processes Manual

The Contractor shall consolidate, edit, format and issue the *Controller's Office Administration Division Policies and Processes Manual* incorporating the following seven (7) units: Human Resources, Central Finance, Central Contracts, Civil Grand Jury, Emergency Management, Management Information System, and Operations.

These documents shall be distributed to City employees including accounting, finance, and contracts staff, system users, other employees, and others as appropriate (external vendors, contractors, other governmental agencies, etc.). The *Administration Division Policies and Processes Manual* will contain sufficient level of detail to ensure proper controls are followed by an external (that is, a non-Controller's Office Administration Division) audience.

Tasks within the scope of work for Task 1.1 may include, but are not limited to, the following:

1. Provide technical writing and editing expertise to ensure an overall coherent, cohesive vision of a consolidated *Policies and Processes Manual* among the seven (7) units of Administration Division.
2. Incorporate input and requirements of the seven (7) Division Liaisons.
3. Identify existing policy and procedure documentation maintained by the seven (7) units of Administration Division.
4. Work with managers and subject matter experts within the seven (7) units of Administration Division to identify where updates and/or additions to existing policy and process documentation may be needed (gap analysis). Provide technical writing and editing expertise in working with Division Liaisons on updates and/or additions to existing policy and process documentation.
5. Work with managers and subject matter experts within the seven (7) units of Administration Division to develop graphics (including but not limited to process flow diagrams, charts, tables, and other figures and exhibits) for inclusion in the policies and process documentation.
6. Edit and format the policies and process documentation to communicate complex financial, accounting, contracting, management information technology, and other systems procedures and legal requirements accurately, concisely and consistently to an external (non-Controller's Office Administration Division) audience.
7. Ensure multiple iterations of draft, review, and revision are conducted to incorporate feedback from Administration Division management and subject matter experts.
8. DELIVERABLE 1: Consolidate, edit, format and issue an *Administration Division Policies and Processes Manual* for the Controller's Administration Division, encompassing its seven (7) units.
9. DELIVERABLE 2: Consolidate, edit, format and issue an abbreviated "How-To" guide that provides reference for the most commonly asked questions addressed by external parties regarding the *Administration Division Policies and Processes Manual*.

10. Be accessible by phone, e-mail, and in-person to meet with managers, staff, subject matter experts, and functional owners of processes and systems on an as-needed basis to edit policies and processes.
11. Upon request, maintain, update, organize, and provide to City accurate computer files for all works-in-progress and final documents.

1.2 Phase II: Technical Writing and Editing Internal Desk Procedures

The Contractor shall consolidate, edit, format and issue *Internal Desk Procedures* for major activities/functions performed by staff of the following seven (7) units within the Controller's Office Administration Division: Human Resources, Central Finance, Central Contracts, Civil Grand Jury, Emergency Management, Management Information Systems, and Operations.

These documents shall be used solely for training and information purposes by employees within Administration Division. The *Internal Desk Procedures* will contain sufficient level of detail to ensure proper internal controls are followed by Administration Division staff.

Tasks within the scope of work for Task 1.2 may include, but are not limited to, the following:

1. Provide templates for *Internal Desk Procedures* for the seven (7) functional areas of Administration Division.
2. Incorporate input and requirements of the seven (7) Division Liaisons.
3. Provide technical writing and editing guidance to subject matter experts who are drafting the text for the *Internal Desk Procedures*.
4. Edit and format the desk procedures documentation.
5. Ensure multiple iterations of draft, review, and revision are conducted to incorporate feedback from Administration Division management.
6. **DELIVERABLE 3A – 3F:** Consolidate, edit, format, and issue *Internal Desk Procedures* for each of the Controller's Administration Division's seven (7) units.

1.3 Phase III: Office of Contract Administration Policies and Procedures

The Contractor shall, as part of Phase I and Phase II activities for the Central Contracts Unit, provide technical writing and editing expertise for a separate Policies and Procedures document for the City Administrator's Office of Contract Administration (OCA). Tasks within the scope of work for Task 1.3 may include, but are not limited to, the following:

1. Utilize the document templates for Controller's Administration Division policies and procedures to draft a document for OCA.
2. Incorporate input and requirements of the OCA in its external *Policies and Processes* document.
3. Provide technical writing and editing guidance to subject matter experts who are drafting the text for the OCA's *Internal Desk Procedures*.
4. Edit and format the desk procedures documentation.
5. Ensure multiple iterations of draft, review, and revision are conducted to incorporate feedback from OCA management.
6. **DELIVERABLE 4:** Consolidate, edit, format and issue *OCA Policies and Processes* and *OCA Internal Desk Procedures*.

1.4 Reporting

Contractor shall submit bi-weekly written reports and other written reports as requested by the Controller's Office. Format for the content of such reports shall be determined by the Controller's Office. The timely submission of all reports will be a necessary and material term and condition. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible. The Contractor shall also be available for in-person status reports and meetings on a monthly basis, or as requested by the Controller's Office.

General Requirements

The Contractor shall produce documents in Microsoft Word and/or Adobe Acrobat Portable Document Format (PDF); ancillary figures and exhibits will be produced using Microsoft PowerPoint or Visio.

Contractor must be available for meetings during regular business hours (Monday - Friday, 8 a.m. to 5 p.m. P.S.T.) on an as-needed basis.

There is no guarantee of a minimal amount of work. The calculations of costs and methods of compensation under this contract shall be in accordance with the billing rates and conditions set forth in Appendix B.

2. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Controller's Office shall be:

For the Specific Seven (7) Functional Areas of Administration:

- Human Resources (HR):** Louis Voccia, Human Resources Manager
- Central Finance (CF):** Glenn Deleon, Central Finance Manager
- Central Contracts (CC):** Joyce Kimotsuki, Central Contracts Manager
- Civil Grand Jury (CGJ):** Asja Steeves, Civil Grand Jury Coordinator
- Emergency Management (EM):** Mark McLean, Emergency Planning & Disaster Recovery Manager
- Management Information Systems (MIS):** Larry Wolfson, MIS Manager
- Operations (Ops):** Rosanne Torre, Operations Manager

For the Office of Contract Administration (OCA):

Joyce Kimotsuki, Central Contracts Manager

These liaisons will also serve as the subject matter experts in their functional area of Administration. These liaisons will also be the final arbitrators of subject matter content, format, and overall presentation.

For contract issues: Joyce Kimotsuki, Central Contracts Manager, Administration Division.

Appendix B - Calculation of Charges

In accordance with Article 3 of this Agreement, the Contractor's total compensation under this Agreement is detailed below, inclusive of all costs and meetings required to complete all work specified in Appendix A. This amount is equal to \$94,905. In no event shall the total costs under this Agreement exceed the amount provided in Article 3 of this Agreement.

For invoice submission procedures, please contact CentralFinance@sfgov.org

Payment Requests should be sent to:

Central Finance Unit, Administrative Division
Attention: Joyce Kimotsuki
Controller's Office, City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, City Hall, Rm. 482
San Francisco, CA 94102

For insurance documentation submission, please contact CentralContracts@sfgov.org

Payments for Deliverables or Tasks

Payments for deliverables/tasks will be paid on a "not-to-exceed" fixed price basis. "Not-to-exceed" means that Contractor shall perform its obligations under the Agreement for the amounts listed in the Cost and Work Estimate below even if it is required to expend more than the number of hours listed in the contractor's proposed Cost and Work Estimate. The outlined budget will act as a guide, and as the project progresses, budget amounts can be moved from one task to another at the agreement of both the Contractor and the City. At any time, if the Contractor will expend a level of effort beyond the outlined budget for a specific task, the Contractor will communicate such with the City and a solution can be determined that is mutually agreeable for both parties. The Contractor is expected to track its actual hours of work on each deliverable listed in the Cost Estimate below. Payment for deliverables will be based on actual hours. The Not-To-Exceed Deliverable Budget is the maximum amount the City will pay the Contractor for each deliverable. Additional and separate cost reimbursement for expenses will not be provided by the City.

Payments will be made by City to Contractor within 30 days after the City has received Contractor's payment request, provided that:

- 1) The City has accepted as reasonably satisfactory, in the City's sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement;
- 2) A written status report has been provided to the City by Contractor as part of the Contractor's payment request, documenting completion of each deliverable/task in accordance with Appendix A and the associated tasks or activities in accordance with the amounts below for which payment is requested;
- 3) Insurance documentation is current in accordance with Article 5 of the Agreement; and
- 4) Contracts Monitoring Division (CMD) Subcontractor Payment paperwork has been submitted in accordance with Section 11.5 of the Agreement (if applicable).

Partial payments will not be made for deliverables/tasks that are not completed. The payable deliverables are those listed in Appendix A. Prior to payment, each status report shall be signed by the Controller's Project Manager, indicating his/her agreement with the Contractor's description of completion in the status report.

Task	Estimated Completion Date	Estimated Hours	Estimated Task Cost
Task 1: Project Initiation and Ongoing Management			
1.1 Conduct initial project planning meeting(s)	8/15/16	2	\$ 190.00
1.2 Develop draft project work plan and 1-year schedule	8/15/16	4	\$ 380.00
1.3 Conduct formal project kickoff meeting	8/15/16	3	\$ 285.00
1.4 Finalize project work plan and schedule	8/15/16	2	\$ 190.00
1.5 Provide biweekly written status reports	6/30/17	20	\$1,900.00
1.6 Hold monthly in-person status meetings with Division and Unit Managers to obtain updates on Unit progress towards deliverables	6/30/17	20	\$1,900.00
TASK 1 TOTAL	6/30/17	51	\$4,845.00
Task 2: Templates & Initial Drafts			
2.1 Compile all existing documentation from units	8/15/16	40	\$3,800.00
2.2 Draft unit Policy & Process template (for distribution externally) and Internal Desk Procedure template (for use internally); develop and distribute templates for process flow diagrams, tables, figures, etc.	8/15/16	6	\$ 570.00
2.3 Meet individually with unit managers and SMEs	8/15/16	28	\$2,660.00
2.4 Populate each unit's external Policy & Process template with existing unit documentation	8/26/16	40	\$3,800.00
2.5 Provide each unit's draft external Policy & Process to unit managers; hold walk-through meetings	8/29/16	3.5	\$ 332.50
2.6 Provide internal Desk Procedure template to unit managers; hold walk-through meetings	8/29/16	3.5	\$ 332.50
TASK 2 TOTAL	8/29/16	121	\$11,495.00
Task 3: External CON Admin, Policies & Processes			
3.1 Develop drafts of CGJ/Appeals external Policy & Process; revise based on feedback	9/30/16	40	\$3,800.00
3.2 Develop drafts of Emergency Management external Policy & Process; revise based on feedback	9/30/16	85	\$8,075.00

Task	Estimated Completion Date	Estimated Hours	Estimated Task Cost
3.3 Develop drafts of Human Resources external Policy & Process; revise based on feedback	10/28/16	85	\$8,075.00
3.4 Develop drafts of Central Finance external Policy & Process; revise based on feedback	11/23/16	85	\$8,075.00
3.5 Develop drafts of Operations external Policy & Process; revise based on feedback	12/23/16	85	\$8,075.00
3.6 Develop drafts of MIS/IT external Policy & Process; revise based on feedback	1/27/17	85	\$8,075.00
3.7 Develop drafts of Central Contracts external Policy & Process; revise based on feedback	2/24/17	85	\$8,075.00
3.8 Submit draft of CON Admin. External Policies & Procedures to Jeannie Wong; revise based on feedback	3/10/17	15	\$1,425.00
3.9 DELIVERABLE 1: Finalize and submit CON Admin. External Policies & Procedures to Deputy Controller/Controller	3/31/17	15	\$1,425.00
TASK 3 TOTAL	3/31/17	580	\$55,100.00
Task 4: External "How To" Document			
4.1 Based on Deliverable 1, draft a brief "How To" document for quick reference for external readers	4/14/17	40	\$3,800.00
4.2 Submit draft of "How To" document to unit managers and revise based on feedback	4/17/17	25	\$2,375.00
4.3 Submit draft of "How To" document to Jeannie Wong; revise based on feedback	5/5/17	10	\$ 950.00
4.4 DELIVERABLE 2: Finalize and submit CON Admin. "How To" Document to Deputy Controller/Controller	5/19/17	8	\$ 760.00
TASK 4 TOTAL	5/19/17	83	\$7,885.00
Task 5: Internal Desk Procedures			
5.1 Compile completed Desk Procedure template(s) from CGJ/Appeals; format and provide to unit manager	6/2/17	8	\$ 760.00
5.2 Compile completed Desk Procedure template(s) from Emergency Management; format and provide to unit manager	6/2/17	16	\$1,520.00
5.3 Compile completed Desk Procedure template(s) from Human Resources; format and provide to unit manager	6/2/17	16	\$1,520.00
5.4 Compile completed Desk Procedure template(s) from	6/2/17	16	\$1,520.00

Task	Estimated Completion Date	Estimated Hours	Estimated Task Cost
MIS/IT; format and provide to unit manager			
5.5 Compile completed Desk Procedure template(s) from Operations; format and provide to unit manager	6/2/17	16	\$1,520.00
5.6 Compile completed Desk Procedure template(s) from Finance; format and provide to unit manager	6/2/17	16	\$1,520.00
5.7 Compile completed Desk Procedure template(s) from Contracts; format and provide to unit manager	6/2/17	16	\$1,520.00
5.8 DELIVERABLES 3A – 3F: Finalize and submit CON Admin. Desk Procedures for 7 units to Jeannie Wong	6/23/17	8	\$ 760.00
TASK 5 TOTAL	6/23/17	112	\$10,640.00
Task 6: City Administrator Office of Contract Administration Policy and Procedures			
6.1 Populate Policy and Process document template with existing OCA information	2/24/17	8	\$ 760.00
6.2 Distribute Policy and Process template and Internal Desk Procedure template to OCA liaison; hold walk-through meeting	3/3/17	8	\$ 760.00
6.3 Develop drafts of OCA external Policy & Process; revise based on feedback	3/31/17	24	\$2,280.00
6.4 Compile completed Internal Desk Procedures from OCA liaison, format and revise based on OCA feedback	6/2/17	8	\$ 760.00
6.5 DELIVERABLE 4: Finalize and submit OCA Policy and Processes, and Internal Desk Procedures	6/23/17	4	\$ 380.00
TASK 6 TOTAL	6/23/17	52	\$4,940.00
Total not to exceed amount:		099	\$94,905.00

Appendix C: Insurance Waiver



572 Ortega Street
San Francisco, CA 94122
415.225.4925
luxconsulting.biz

July 19, 2016

Risk Management Division
City and County of San Francisco
25 Van Ness Avenue, Ste. 410
San Francisco, CA 94102

Dear Sir or Madam:

I hereby request a waiver of the City's commercial general liability, commercial automobile liability, professional liability, technology errors and omissions liability, and workers' compensation insurance requirements, as outlined in Article 5 (Insurance and Indemnity) of the City's request for qualifications (RFQ) template.

This request is submitted for the Controller's Office Policies and Procedures project. Per this project's scope of work, I will provide technical writing, editing, and reporting services for the Controller's Office.

I am the owner of Lux Consulting, which has no employees. Work will be performed onsite at the Controller's offices or in my home-based office. I will not travel by car in the performance of my technical writing duties.

In light of these factors, and the scope of work:

- I request a waiver of the commercial general liability coverage because I already maintain homeowner's general liability insurance
- I request a waiver of the commercial automobile liability coverage because I will not drive vehicles as part of this project
- I request a waiver of the professional liability coverage in consideration of the scope of work
- I request a waiver of the technology errors and omission liability coverage because I will not be producing any technology work products or be directly accessing Controller's Office systems as part of this project
- I request a waiver of the workers' compensation insurance coverage because I do not have any employees

Strategy

Planning

Implementation

Evaluation

Risk Management Insurance Waiver Request
July 19, 2016
Page 2 of 2

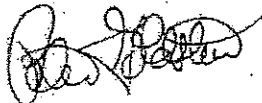
Please contact Joyce Kimotsuki at Joyce.Kimotsuki@sfgov.org if you have any questions about this insurance coverage waiver request.

Sincerely,



Debby Lu
Principal
Lux Consulting

Based on the information presented in this letter the insurance requirements for this contract are waived with respect to General Liability, Auto Liability, Professional Liability, and Technology Errors and Omissions insurance. Requirements for Workers Comp insurance are also waived provided contractor does not perform her services on City Premises with exceptions granted for attending meetings and gathering information from City staff and records.

 7/20/16

Peter Goldstein, Deputy Director, Risk Mgmt - GSA