



London Breed
Mayor

Carol Isen
Human Resources Director (Acting)

Date: March 19, 2021

To: The Honorable Civil Service Commission

Through: Carol Isen
Human Resources Director (Acting)

From: Joan Lubamersky, ADM
Ian Hart, HRD
Bill Irwin / Daniel Kwon, PUC
Monique Colon, HOM
Amy Nuque, MTA
Genie Wong, POL
Jolie Gines, TIS
Jacquie Hale, DPH

Subject: **Personal Services Contracts Approval Request**

This report contains thirteen (13) 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 Fiscal Year 20/21 to date:

Total of this Report	YTD Expedited Approvals FY2020-2021	Total for FY2020-2021
\$16,190,656	\$156,279,174	\$1,334,222,244

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POSTING FOR

April 05, 2021

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
44435 - 20/21	GENERAL SERVICES AGENCY - CITY ADMIN	\$750,000.00	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, and related documents, 2) provide 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.	May 1, 2021	April 30, 2026	REGULAR
49946 - 20/21	HUMAN RESOURCES	\$150,000.00	Provide valid test materials. Contractor will score candidate responses to the test.	May 1, 2021	December 31, 2024	REGULAR
48816 - 20/21	PUBLIC UTILITIES COMMISSION	\$2,000,000.00	The Contractor shall provide all necessary technical labor, materials, supplies, tools, supervision, manuals, personal protective equipment, and incidentals to perform the services/repairs such as transportation, inspections, and repairs of each pump and motor assembly. Transportation of each pump and motor assembly includes transportation from the City facility to Contractor's shop and from Contractor's shop back to the City facility in the appropriately sized truck/trailer. Inspections of pumps includes disassembly of motor and pumps, perform visual inspections, submit an "as found" condition inspection report to the City Representative with photos and detailed recommended repairs (inclusive of breakdown of parts, materials, and labor needed), furnish complete inspection reports, electrically megger and test all windings and protection devices, perform polarized index (PI) tests, surge comparison test on stator winding, total indicated run out of shaft, micrometer readings on bearing journals and bell housings, check impellers for wear and tolerances, check wear rings for wear and	January 1, 2021	December 31, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>tolerances, and check suction nozzle for wear and tolerances.</p> <p>Repairs include: steam clean parts, remove stator core from housing, burn stator in temperature controlled oven, strip AC stator and record winding data, clean and sandblast stator core, rewind AC stator with inverter duty wire Class H insulation and Class F leads, supply and install temperature sensors, vacuum pressure impregnate AC winding, apply Class F polyurethane insulating coat on windings, install stator core in housing, dynamically balance rotor and impeller, supply and install new O-rings, seals, and bearings, perform motor shop test, and replace wear rings, seals, impellers, and other incidental parts needed when performing work.</p>			
47620 - 20/21	PUBLIC UTILITIES COMMISSION	\$2,000,000.00	<p>The purpose of this contract is to provide Preventive Maintenance, Inspection and As-Needed Repair Services of three (3) existing Caterpillar Flywheel UPS (Flywheel UPS Series 1200) equipment at the City and County of San Francisco Public Utilities Commission, Water Supply and Treatment, (SFPUC-WST), Tesla Treatment Facility near Tracy, CA. Work includes system inspection and maintenance of the Flywheel UPS equipment, Load Testing, Reporting, Troubleshooting, and as-needed repairs and replacement parts.</p>	June 29, 2021	June 28, 2026	REGULAR
38633 - 20/21	PUBLIC UTILITIES COMMISSION	\$1,000,000.00	<p>This PSC is to provide specialized, short-term staff to provide construction management services for an emergency construction project to replace and repair approximately 50 miles of security and cattle fencing in the SFPUC's Alameda Watershed that was damaged or destroyed in the SCU Lightning Complex Fire in August 2020. The scope of work is to provide a Resident Engineer and two Construction Inspectors who are certified to operate all-terrain vehicles (ATVs). Much of the fencing is located in remote areas with difficult terrain that are only accessible by ATV with no cellular phone service. The scope of work also includes providing a temporary field office for the project, rental of project vehicles including four-wheel drive pickups and ATVs, and rental of satellite phones for communications.</p>	April 1, 2021	September 30, 2022	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
40488 - 20/21	PUBLIC UTILITIES COMMISSION	\$5,500,000.00	<p>The San Francisco Public Utilities Commission (SFPUC) intends to award the full amount of \$5.5 million to provide professional construction management (CM) services to support SFPUC staff on the Westside Pump Station (WSS) Reliability Improvements Project. As part of the SFPUC's Sewer System Improvement Program (SSIP), the WSS Project is located at the southeast corner of the intersection of the Great Highway and Sloat Boulevard in the Lakeshore District of San Francisco, just west of the main parking lot for the San Francisco Zoo and right next to the Great Highway. The existing WSS facility is the SFPUC's main wastewater pump station for the west side of San Francisco. Its continued service and reliability are vital to 1) maintain full compliance with State and Federal regulatory requirements applicable to the treatment and disposal of sewage and storm water and 2) ensure critical infrastructure functions are provided with redundancy to protect public health for the people of San Francisco.</p> <p>The new WSS Project will improve the reliability of the existing pump station by providing redundant electrical power service feeds, replacing essential wastewater process mechanical and electrical equipment, and providing ventilation, plumbing, and instrumentation and control improvements. The WSS Project also includes site civil work, street curb ramp work, landscape and architectural facility work, structural cast-in-place concrete vaults, foundation and facility modification work, shoring work, construction of a new electrical building, pipeline replacement, corrosion protection, and security improvements. The CM staff augmentation services required for the WSS project include, but are not limited to, construction contract administration, construction inspection, construction contracts management, and project controls.</p>	March 1, 2021	June 30, 2024	REGULAR

TOTAL AMOUNT \$11,400,000

Posting For April 05, 2021

Proposed Modifications to Personal Services Contracts

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
45935 - 17/18 - MODIFICATIONS	April 5, 2021	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM	\$250,000	\$450,000	The City and County of San Francisco's Point-in-Time Homeless Count (Census), which is managed by the Department of Homelessness and Supportive Housing (HSH) and is held in 2019 and 2021, requires planning, coordination, and implementation assistance.	09/01/2021	09/16/2023	REGULAR
41409 - 15/16 - MODIFICATIONS	April 5, 2021	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$0	\$9,500,000	The San Francisco Municipal Transportation Agency (SFMTA) recently established new standards for conducting public outreach and engagement on its capital projects and programs. The contractor must develop plans that improve the level of engagement and quality of public participation on SFMTA projects with the goal of improving both project delivery and stakeholder satisfaction. The contractor will provide specialized services to engage the public on transportation projects on an as-needed basis. This will include services such as, designing strategies and approaches that	04/04/2021	04/04/2022	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					enable diverse, culturally competent public participation, arranging public events and meetings, facilitating focus groups, and compiling notes and records for follow-up and documentation.			
31283 - 18/19 - MODIFICATIONS	April 5, 2021	POLICE -- POL	\$200,000	\$300,000	The San Francisco Police Department (SFPD) Mounted Unit requires as-needed farrier services (horseshoeing) for a herd of approximately 20 horses. The services will include (1) trimming and shoeing hooves, (2) responding to same day emergency calls for missing shoes or making shoe adjustments, (3) evaluating horses for SFPD procurement and (4) providing specialized tools and equipment to perform services.	07/01/2021	06/30/2025	REGULAR
42463 - 19/20 - MODIFICATIONS	April 5, 2021	POLICE -- POL	\$0	\$175,000	Marine 10 is a 2009 44' Mooseboat aluminum catamaran response vessel operated by the San Francisco Police Department(SFPD)Marine Unit. Marine 10 has accumulated approximately 2300 hours on the current Cummins QSC 8.3L Marine Diesel engines. These engines have been plagued with reliability issues necessitating replacement with a more durable propulsion system. Marine 10 is expected to be able to operate a minimum of 600 hours annually	02/01/2021	01/31/2022	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					while operating at 75%-85% of throttle for 80%-90% of these operational hours.			
37663 - 17/18 - MODIFICATIONS	April 5, 2021	GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS	\$250,000	\$1,000,000	Training users on the citywide Enterprise Licensed Environmental Systems Research Institute Geographic Information System (GIS) software products, and Geographic Information System Project consulting, on an as-needed basis.	07/01/2021	06/30/2027	REGULAR
45761 - 15/16 - MODIFICATIONS	April 5, 2021	PUBLIC HEALTH -- DPH	\$3,550,656	\$6,450,656	The contractor will develop, implement and report on surveys of Department of Public Health (DPH) patients and employees. Patient surveys will gather data and feedback from to increase DPH efforts to make care more patient-centered by identifying key areas for delivery system improvement and informing DPH efforts help patients manage their health. Patient experience data will also be used to compare health care quality by patients, providers, payers, policymakers and the general public, especially by patients wishing to compare provider information as they choose a provider. Workforce surveys will gather information and feedback from DPH employees measuring factors that contribute to overall job satisfaction, using	01/01/2024	03/31/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>on both paper and online methodologies, with a final statistical analysis and report back to DPH management. Surveys will be developed in partnership with DPH managers in order to customize them to DPH, with DPH retaining all data and reports.</p> <p>Scope Change: Additional capacity to conduct real-time surveys, as well as other survey services needed throughout the Department which have been identified in the wake of implementation of the Department's Electronic Health Record (EHR) (Epic) system.</p>			
40494 - 19/20 - MODIFICATIONS	April 5, 2021	POLICE -- POL	\$540,000	\$1,065,000	The contractor will provide maintenance and support of the San Francisco Police Department's (SFPD) Body Worn Camera (BWC) System, a law enforcement video data infrastructure with 2200 deployed units. Contracting staff will maintain and support the BWC eco-system of cameras, charging stations, fiber ring network, Azure cloud for evidence, evidence management through the portal and user/device management, desktop and mobile	02/27/2021	02/26/2022	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					applications for uploading/tagging of metadata, and integrations with Computer Aided Dispatch for Records Management System.			
TOTAL AMOUNT \$4,790,656								

Regular/Continuing/Annual Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: Real Estate Appraisal Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$750,000

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, and related documents, 2) provide 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.

Services were provided under contract under PSC 46729 16/17.

D. Will the contract(s) be renewed?

Yes.

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

It is not known when work will be required. Services are as-needed.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Licensed and certified to conduct business in the State of California pursuant to 11300-11302 of the Business and Professional Code (and, if selected, the appraiser must maintained that licensed in good standing for no less than five (5) years; at the time of submission, not less than five (5) years of experience in the appraisal of commercial or residential real estate; and members in good standing with Member of the Appraisal Institute (hold MAI designation); Successful completion of a course in the Uniform Relocation and Real Property Acquisition Policies Act taught by a recognized appraisal organization; Successful completion of a course in the California Eminent Domain Law taught by a recognized appraisal organization; Appraisal work during the last three years for government or quasi-governmental agencies in the San Francisco Bay area; Experience testifying as an expert witness in a California Superior Court as to valuation of real property interests; Recent experience in the City and County of San Francisco appraising a) commercial properties; b) high- and mid-rise office, residential, or mixed-use buildings; d) special use properties; e) residential properties; Experience as a review appraiser of senior review

appraiser; Experience as either a party or neutral appraiser on a three-appraiser arbitration panel.

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?

No employees in other City department has these skills and abilities.

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

A. Explain why civil service classes are not applicable.

The as-needed nature of the work and high level of specialty skills required for each assignment make it impractical for any one individual to process 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 specialty skills are required for each assignment (review appraisals, experience in specialized areas such as right-of-way appraisal) require a license under the State Business and Professions Code or a MAI designation).

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. 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 02/05/2021, 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# 44435 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
To: [Lubamersky, Joan \(ADM\); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Lubamersky, Joan \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Lubamersky,Joan(ADM);ecassidy@ifpte21.com;WendyWong26@yahoo.com;wendywong26@yahoo.com;tmathews@ifpte21.org;kschumacher@ifpte21.org;kpage@ifpte21.org;eerbach@ifpte21.org;pkim@ifpte21.org;L21PSCReview@ifpte21.org;Lubamersky,Joan(ADM);DHR-PSCCoordinator,DHR(HRD)@ifpte21.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44435 - 20/21
Date: Friday, February 5, 2021 10:56:57 AM

RECEIPT for Union Notification for PSC 44435 - 20/21 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 44435 - 20/21 for \$750,000 for Initial Request services for the period 05/01/2021 – 04/30/2026. 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/16021> 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: GENERAL SERVICES AGENCY - CITY ADMIN Dept. Code: ADMType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 46729 - 16/17)Type of Approval: ☐ Expedited ☒ Regular (☐ Omit Posting)Type of Service: Real Estate Appraisal ServicesFunding Source: General FundPSC Original Approved Amount: \$50,000PSC Original Approved Duration: 02/01/17 - 01/31/21 (4 years)PSC Mod#1 Amount: \$450,000PSC Mod#1 Duration: 03/06/17-02/25/21 (3 weeks 4 days)

PSC Mod#2 Amount: _____

PSC Mod#2 Duration: _____

PSC Cumulative Amount Proposed: \$500,000PSC Cumulative Duration Proposed: 4 years 3 weeks**1. Description of Work****A. Scope of Work:**

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 via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, under contract

D. Will the contract(s) be renewed? Unknown. Some current vendors may apply again to be in the pool of ven

2. Union Notification: On 01/04/17, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USEPSC# 46729 - 16/17

DHR Analysis/Recommendation:

03/06/2017

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 03/06/2017

Page 03/06/2017

July 2013

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

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

4261,

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:**

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. Would it be practical 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.

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?
No training will be provided | <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? No. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? Civil Service approved in past | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Unknown. Some current appraisers under contract may apply | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 01/04/17 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN RESOURCES -- HRD

Dept. Code: HRD

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

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

Type of Service: Test Materials and Scoring Services

Funding Source: General Fund

PSC Duration: 3 years 35 weeks

PSC Amount: \$150,000

1. Description of Work

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

Provide valid test materials. Contractor will score candidate responses to the test.

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

This service is necessary because Sheriff Department has requested to assess emotional intelligence. The contractor will provide valid proprietary test materials and will score the candidate responses.

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, 45183-19/20

D. Will the contract(s) be renewed?

To be determined.

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Contractor must have a validated test for measuring emotional intelligence in a custody environment, and must have expert experience in psychometrics and statistical analysis, and experience providing depositions and testifying as an expert witness in State and Federal courts in defense of the test materials.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must have a validated test for measuring emotional intelligence in a custody environment, and must have expert experience in psychometrics and statistical analysis, and experience providing depositions and testifying as an expert witness in State and Federal courts in defense of the test materials.

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

0931, Manager III; 1241, Human Resources Analyst; 1244, Senior Human Resources Analyst; 1246, Principal Human Resources 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.
Civil service classes are not applicable because staff do not have the credentials to provide expert testimony in court. Also, the vendor will be providing proprietary materials.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class because human resource analysts perform the majority of tasks related to development and administration of the selection process.

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. There will be no formalized training. However, there will be a transfer of knowledge with regard to current best practices through working with the consultant.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 02/12/2021, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

Name: Ian Hart Phone: 415-557-4912 Email: Ian.Hart@sfgov.org

Address: 1 South Van Ness Ave San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49946 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of Ian.Hart@sfgov.org
Sent: Friday, February 12, 2021 1:36 PM
To: Hart, Ian (HRD); amakayan@ifpte21.org; Laxamana, Junko (BOS); Criss@SFMEA.com; camaguey@sfmea.com (contact); Christina@SFMEA.com; staff@SFMEA.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Choi, Suzanne (HRD); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49946 - 20/21

RECEIPT for Union Notification for PSC 49946 - 20/21 more than \$100k

The HUMAN RESOURCES -- HRD has submitted a request for a Personal Services Contract (PSC) 49946 - 20/21 for \$150,000 for Initial Request services for the period 05/01/2021 – 12/31/2024. 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/16024> 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: HUMAN RESOURCES -- HRDDept. Code: HRDType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Test MaterialsFunding Source: General FundPSC Amount: \$150,000PSC Est. Start Date: 12/01/2019PSC Est. End Date 06/30/2023**1. Description of Work**

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

Provide valid test exam materials. Contractor will score candidate responses to the test.

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

This service is necessary because Sheriff Department has requested to assess emotional intelligence. The contractor will provide valid proprietary test materials and will score the candidate responses.

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

Yes.

D. Will the contract(s) be renewed?

To be determined.

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

There will be no formalized training. However, there will be a transfer of knowledge with regard to current best practices through working with the consultant.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must have a validated test for measuring emotional intelligence in a custody environment, and must have expert experience in psychometrics and statistical analysis, and experience providing depositions and testifying as an expert witness in State and Federal courts in defense of the test materials.

B. Which, if any, civil service class(es) normally perform(s) this work? 1241, Personnel Analyst; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 0931, Manager III; 1241, Human Resources Analyst; 1244, Senior Human Resources Analyst; 1246, Principal Human Resources 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?

The City does not have a validated test to measure emotional intelligence in a custody environment.

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 staff do not have the credentials to provide expert testimony in court. Also, the vendor will be providing proprietary materials.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class because human resource analysts perform the majority of tasks related to development and administration of the selection process.

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. There will be no formalized training. However, there will be a transfer of knowledge with regard to current best practices through working with the consultant.

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 10/22/2019, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

Name: Ian Hart Phone: 415-557-4912 Email: Ian.Hart@sfgov.org

Address: 1 South Van Ness Ave., 4th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45183 - 19/20

DHR Analysis/Recommendation:

action date: 12/16/2019

Commission Approval Required
12/16/2019 DHR Approved for 12/16/2019

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Repairs, Inspections, and Services on Flygt Pumps and Motor Assemblies

Funding Source: Waste Water Enterprise Operating Budget

PSC Duration: 2 years 52 weeks

PSC Amount: \$2,000,000

1. Description of Work

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

The Contractor shall provide all necessary technical labor, materials, supplies, tools, supervision, manuals, personal protective equipment, and incidentals to perform the services/repairs such as transportation, inspections, and repairs of each pump and motor assembly. Transportation of each pump and motor assembly includes transportation from the City facility to Contractor's shop and from Contractor's shop back to the City facility in the appropriately sized truck/trailer.

Inspections of pumps includes disassembly of motor and pumps, perform visual inspections, submit an "as found" condition inspection report to the City Representative with photos and detailed recommended repairs (inclusive of breakdown of parts, materials, and labor needed), furnish complete inspection reports, electrically megger and test all windings and protection devices, perform polarized index (PI) tests, surge comparison test on stator winding, total indicated run out of shaft, micrometer readings on bearing journals and bell housings, check impellers for wear and tolerances, check wear rings for wear and tolerances, and check suction nozzle for wear and tolerances.

Repairs include: steam clean parts, remove stator core from housing, burn stator in temperature controlled oven, strip AC stator and record winding data, clean and sandblast stator core, rewind AC stator with inverter duty wire Class H insulation and Class F leads, supply and install temperature sensors, vacuum pressure impregnate AC winding, apply Class F polyurethane insulating coat on windings, install stator core in housing, dynamically balance rotor and impeller, supply and install new O-rings, seals, and bearings, perform motor shop test, and replace wear rings, seals, impellers, and other incidental parts needed when performing work.

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

Permit violations. We need our equipment be reliable in order to collect, convey and treat the City's sewage and wastewater.

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, this service has been provided in the past through Contract ID 1000012684. The contract is expiring on 12/31/2020. This is the first PSC requested for 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.
not applicable

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:

Service is only needed when our pumps breakdown or need servicing.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor shall have sufficient technical knowledge and a minimum of 5 years experience in inspecting, servicing, troubleshooting, repairing, and testing of Flygt submersible pump and motor assemblies up to 430 horsepower. Contractor must be a certified Flygt pump repair facility and shall at all times employ trained and competent personnel with the requisite amount of expertise in refurbishing and repairing Flygt submersible pump and motor assemblies. Electric Motor work must be performed by a qualified motor shop; the shop shall be a certified member of EASA (Electrical Apparatus Service Association). All work shall be performed in compliance with the current applicable Federal, State, and Local codes, standards, laws and regulations. This includes, but is not limited to: ANSI/ASME -B30 Safety Standard, National Electric Code (NEC)/NFPA 70, National Electrical Manufacturer's Association (NEMA), Dept. of Industrial Relations, Cal/OSHA - California Code of Regulations, Title 8, and Electrical Apparatus Service Association (EASA).
- B. Which, if any, civil service class(es) normally perform(s) this work? 7332, Maintenance Machinist; 7372, Stationary Eng, Sewage Plant;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will need to use specialized tools and equipment to repair, inspect, and service the Flygt submersible pumps and motor assemblies. Contractor will also need be a certified Flygt pump repair facility.

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.
Job classes 7372 and 7332 job classes can perform some, but not all of the work require to repair these submersible pumps. They do not have all the expertise or equipment at this time.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Not at this time, of the portion not performed by classes 7372 and 7332 we do not have the equipment.

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 not 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 01/28/2021, the Department notified the following employee organizations of this PSC/RFP request:
Automotive Machinists, Local 1414; Stationary Engineers, Local 39**

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

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48816 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of wirwin@sfgwater.org
To: [Irwin, William](mailto:Irwin.William@local39.org); seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org; Mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; [Irwin, William](mailto:Irwin.William@local39.org); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator@local39.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48816 - 20/21
Date: Thursday, January 28, 2021 1:51:20 PM

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RECEIPT for Union Notification for PSC 48816 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 48816 - 20/21 for \$2,000,000 for Initial Request services for the period 01/01/2021 – 12/31/2023. 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/dhrrupal/node/15969> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Maintenance and Repair of Caterpillar Flywheel UPS Series 1200 units Tesla (70630)

Funding Source: Water Enterprise Operating Budget

PSC Duration: 5 years

PSC Amount: \$2,000,000

1. Description of Work

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

The purpose of this contract is to provide Preventive Maintenance, Inspection and As-Needed Repair Services of three (3) existing Caterpillar Flywheel UPS (Flywheel UPS Series 1200) equipment at the City and County of San Francisco Public Utilities Commission, Water Supply and Treatment, (SFPUC-WST), Tesla Treatment Facility near Tracy, CA. Work includes system inspection and maintenance of the Flywheel UPS equipment, Load Testing, Reporting, Troubleshooting, and as-needed repairs and replacement parts.

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

The flywheel UPS units are critical in maintaining the operation of Tesla Treatment Facility by providing power conditioning and the uninterrupted transition from utility to backup generator power in the event of a power outage. Consequences of denial include unplanned interruption of water delivery due to power outages and damage to sensitive electrical equipment if the flywheel UPS units are not properly maintained.

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. Sourcing Event 0000000779. This is the first time a PSC has been requested for 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.
not applicable

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:

Our current civil service staff cannot perform this work due to proprietary controls, lack of expertise and certifications, and not having the specialized tools and equipment needed.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Maintenance and replacement of air filters, rectifiers, inverters, static switches, and power supplies on each of the three (3) Flywheel UPS units. Performing vacuum pump oil changes, UPS flywheel bearings replacement and their corresponding removable cartridges, MMU and CSHV controller board lithium ion battery replacement, and inverter capacitors replacement. Many of the above scope require specialized expertise, experience, and certification by the Flywheel UPS manufacturer.

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?

N/A

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

A. Explain why civil service classes are not applicable.

Due to maintenance needs of critical treatment and drinking water facilities and critical equipment, we currently do not have the staff to support work on the Flywheel UPS units. These units have proprietary controls which we do not have access to, also a lack of expertise and certifications on these UPS units.

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. Our current civil service staff cannot perform this work due to proprietary controls, lack of expertise and certifications, and not having the specialized tools and equipment needed.

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 not 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 03/01/2021, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47620 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of wirwin@sfgwater.org
To: Irwin.William@sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; [Laxamana_Junko \(BOS\)](mailto:Laxamana_Junko@BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tony@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; [Meyers_Julie \(HSA\)](mailto:Meyers_Julie@HSA); seichenberger@local39.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo_Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonluna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdenvoter@aol.com; thomas.vitale@seiu1021.org; Irwin.William; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47620 - 20/21
Date: Monday, March 1, 2021 3:53:17 PM

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This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 47620 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47620 - 20/21 for \$2,000,000 for Initial Request services for the period 06/29/2021 – 06/28/2026. 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/16140> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Emergency Construction Management Services for the SCU Complex Fire Fence (PRO.0201(E))

Funding Source: Federal Emergency Management Agency (FEMA)

PSC Duration: 1 year 26 weeks

PSC Amount: \$1,000,000

1. Description of Work

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

This PSC is to provide specialized, short-term staff to provide construction management services for an emergency construction project to replace and repair approximately 50 miles of security and cattle fencing in the SFPUC's Alameda Watershed that was damaged or destroyed in the SCU Lightning Complex Fire in August 2020. The scope of work is to provide a Resident Engineer and two Construction Inspectors who are certified to operate all-terrain vehicles (ATVs). Much of the fencing is located in remote areas with difficult terrain that are only accessible by ATV with no cellular phone service. The scope of work also includes providing a temporary field office for the project, rental of project vehicles including four-wheel drive pickups and ATVs, and rental of satellite phones for communications.

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

This PSC is necessary to allow for the completion of the emergency fencing project. Denial will result in delay of the project, which would result in compromised security of the Alameda Watershed, and compromised cattle grazing operations in the watershed, which would increase the risk of wildfire.

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.

Construction management services have been provided in the past to augment City staff to handle peak, temporary workloads. PRO.0160 is an example of a PSC that is providing construction management services with PSC 49210 - 19/20.

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.

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

B. Explain the qualifying circumstances:

This PSC is needed to staff an emergency, unplanned project that resulted from the SCU Lightning Complex Fire. Due to the unplanned and emergency nature of this project, the SFPUC could not plan to staff this project internally, particularly with staff that are certified in ATV operation. In addition, this project requires rental of a temporary construction trailer, off-road vehicles, and satellite phones, which the City cannot procure quickly without the services of a consultant.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The scope of work requires experience in construction management and construction inspection. In addition, the staff is required to have ATV Safety Certification to operate ATVs, as much of the project is located in difficult terrain accessible only by ATV.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 6318, Construction Inspector;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide a temporary field office, and will provide equipment needed such as four-wheel drive pickup trucks, ATVs, and satellite phones.

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

The City does not have staff available to perform these services due to the remote location, and the requirement for ATV certification.

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

- A. Explain why civil service classes are not applicable.
The SFPUC does not have staff available to perform these services, as they are committed to other projects. Due to the immediate and temporary nature of this work, the SFPUC cannot hire staff for this work. In addition, the SFPUC is not able to rent a temporary construction trailer and the necessary equipment to perform the work such as off-road vehicles and satellite phones without the services of a consultant.
- 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. Existing civil service classifications could perform this work with additional training to obtain ATV certification. However, due to the immediate and temporary nature of this work, hiring civil service positions to perform this work is not feasible.

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 not 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 03/08/2021, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 38633 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of wirwin@sfgwater.org
To: [Irwin, William](#); [Laxamana, Junko \(BOS\)](#); amakayan@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; [Irwin, William](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 38633 - 20/21
Date: Monday, March 8, 2021 10:11:43 AM

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This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 38633 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 38633 - 20/21 for \$1,000,000 for Initial Request services for the period 04/01/2021 – 09/30/2022. 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/16168> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

From: [Timothy Mathews](#)
To: [Kyger, Todd](#); [Alicia Flores](#)
Subject: RE: Emergency Processing for PSC 38633 - 20/21
Date: Monday, March 15, 2021 10:44:24 AM

CAUTION: This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Todd,

After consideration, our committee raises no objection. Local 21 waves the remaining review period.

For the Union,

-Timothy

Timothy Mathews

Pronouns: He/him/his

Research Specialist

IFPTE Local 21

1167 Mission Street, 2nd Floor
San Francisco, CA 94103

Office: [415-914-7345](tel:415-914-7345)

From: Kyger, Todd <TKyger@sfwater.org>
Sent: Monday, March 8, 2021 2:50 PM
To: Alicia Flores <aflores@ifpte21.org>; Timothy Mathews <tmathews@ifpte21.org>
Subject: Re: Emergency Processing for PSC 38633 - 20/21

Hi Alicia,

Here's some additional background and information:

SFPUC staff initially concluded that the Mayor's approval of the Board of Supervisors' "Ratification of the SFPUC's Declaration of Emergency" provided authorization to contract for this work, and that a PSC was therefore not required. When informed on Friday, March 5, 2021, that a PSC was required, the SFPUC immediately submitted PSC 38633 - 20/21 Emergency Construction Management Services for the SCU Complex Fire Fence (PRO.0201(E)).

Thank you,
t

Todd Kyger

Project Labor Agreement Administrator
Workforce & Economic Program Services
SFPUC, Infrastructure Division
415-308-0839 | tkyger@sflower.org

From: Kyger, Todd <TKyger@sflower.org>

Date: Monday, March 8, 2021 at 2:05 PM

To: Alicia Flores <aflores@ifpte21.org>, Timothy Mathews <tmathews@ifpte21.org>

Subject: FW: Emergency Processing for PSC 38633 - 20/21

Hi Alicia,

I just received this PSC with a request to review in time for the March 15th CSC meeting. It's an emergency PSC for the Alameda Watershed, which was impacted by fire this past August. Thank you very much for your help, and please feel free to reach back out with any questions or follow up.

Thank you,
t

Todd Kyger

Project Labor Agreement Administrator
Workforce & Economic Program Services
SFPUC, Infrastructure Division
415-308-0839 | tkyger@sflower.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: As-Needed Construction Management (CM) Services (PRO.0160;Rebid of PRO.0095 and PRO.0149)Funding Source: CIP Project Funds & PUC Project FundsPSC Duration: 5 yearsPSC Amount: \$16,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Public Utilities Commission (SFPUC) intends to award up to four (4) agreements at \$4 million each to perform construction management (CM) services on an as-needed basis to supplement existing SFPUC and other City staff working on construction projects.

The programs/projects that may be served fall under, but are not limited to, the following: Sewer System Improvement Program (SSIP); Water System Improvement Program (WSIP) – 2 remaining projects; Hetchy Capital Improvement Projects; Emergency Firefighting Water System; Water and Wastewater Renewal & Replacement Programs; and other water, power, and wastewater capital projects.

Work includes: construction administration and change management; construction inspection (general, warranty, & specialty); project controls (cost and schedule); special inspection (coating, welding, geotechnical, marine, tunnel, etc.); environmental compliance monitoring; supplier quality surveillance; special laboratory testing; testing, startup, and commissioning assistance; surveying; construction safety inspection; and technical data entry and document control including engineering archives.

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

If these services are denied, there will be an impact to CM project staffing levels for the programs and departmental projects listed above, thus resulting in construction delays, unmanaged and uninspected construction work, and increased construction costs. The SFPUC currently does not have sufficient staff to handle peak workloads and specialized technical knowledge (code required special inspection, welding, coating, geotechnical, marine, and tunnel) to perform the work that will be required. The SFPUC currently coordinates with San Francisco Public Works (SFPW) for CM services on construction projects, and SFPW, too, does not have enough staff to fulfill the upcoming CM work. Internally, the SFPUC coordinates assignments for engineers and designers interested in rotating into CM roles.

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.

These services were previously approved under PSC #410012/13 (CS-297) and under PSC #40197 – 17/18 (PRO.0095). However, PSC #40197 – 17/18 (PRO.0095) expired because the SFPUC, due to procurement issues, was unable to execute the contracts within one (1) year of its approval; hence, this new request for PSC approval.

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.

Contract No. PRO.0160 is a Public Works As-Needed Professional Services Contract that is subject to a maximum contract term of not more than five (5) years per the San Francisco Administrative Code, §6.43.

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:

The skills and expertise required for this scope are directly related to construction management (CM) work in the following CM areas: construction administration and change management; construction inspection (general, warranty, & specialty); project controls (cost and schedule); environmental compliance monitoring; special inspection (coating, welding, geotechnical, marine, tunnel, etc.); supplier quality surveillance; special laboratory testing; testing, startup, & commissioning assistance; surveying; construction safety inspection; and technical data entry and document control including engineering archives. In addition, City staff will be utilized to provide CM services for the SFPUC's programs and departmental projects. However, additional resources will be required on an as-needed basis to help accommodate peak workloads during relatively short-term capital projects and to provide specialized expertise for the anticipated work.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The skills and expertise required for this scope are directly related to construction management (CM) work in the following CM areas: construction administration and change management; construction inspection (general, warranty, & specialty); project controls (cost and schedule); special inspection (coating, welding, geotechnical, marine, tunnel, etc.); environmental compliance monitoring; supplier quality surveillance; special laboratory testing; testing, startup, and commissioning assistance; surveying; construction safety inspection; and technical data entry and document control including engineering archives.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5216, Chief Surveyor; 5241, Engineer; 5298, Planner 3-Environmental Review; 5304, Materials Testing Aide; 5305, Materials Testing Technician; 5310, Survey Assistant I; 5314, Survey Associate; 5601, Utility Analyst; 5602, Utility Specialist; 6130, Safety Analyst; 6317, Assistant Const Inspector; 6318, Construction Inspector; 6319, Senior Const Inspector;

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

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

The SFPUC's Construction Management Bureau (CMB) has made efforts to obtain these services through coordination with San Francisco Public Works (SFPW) and currently uses SFPW staff on its construction projects.

However, based on the review of CM staffing plans of both departments, CMB has confirmed that its current City resources are still insufficient to fulfill all the necessary CM positions to meet the extremely large volume of upcoming construction work. Specifically, there are limited resources to provide construction inspection services, which are critical to maintaining work quality and controlling cost and schedule.

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

A. Explain why civil service classes are not applicable.

The resources listed above are needed to perform work for the various programs and departmental projects listed under Section 1.A., but the level of resources is not a long-term need warranting the hiring of additional permanent Civil Service personnel. CMB anticipates hiring 10 permanent Civil Service positions in the Fiscal Year 2019-2020. Resources with specific skills and expertise will be needed only on a project by project basis and will span only the duration of the project CM activity, the projects' duration, or the duration of the As-Needed CM Services contract.

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 various types of skills and expertise to be included in the As-Needed CM Services contract are found in the existing Civil Service positions specified in this PSC. As indicated in Section 4.A., the City will not always have sufficient staff to perform work nor have the capacity to hire new City staff that could meet the requirements of timing, limited duration, and specialized expertise for the anticipated work effort.

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 not part of the PRO.0160 scope of 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.
Yes. Potentially. The PSC will be solicited through an open competitive bidding process. The evaluation will be based on proposers' technical qualifications, experience, and cost.

7. Union Notification: On 11/05/2019, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49210 - 19/20

DHR Analysis/Recommendation:

action date: 01/06/2020

Commission Approval Required

Approved by Civil Service Commission

01/06/2020 DHR Approved for 01/06/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Construction Management Staff Augmentation Services for the Westside Pump Station (PRO.0181)

Funding Source: Sewer System Improvement Program (SSIP)

PSC Duration: 3 years 17 weeks

PSC Amount: \$5,500,000

1. Description of Work

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

The San Francisco Public Utilities Commission (SFPUC) intends to award the full amount of \$5.5 million to provide professional construction management (CM) services to support SFPUC staff on the Westside Pump Station (WSS) Reliability Improvements Project. As part of the SFPUC's Sewer System Improvement Program (SSIP), the WSS Project is located at the southeast corner of the intersection of the Great Highway and Sloat Boulevard in the Lakeshore District of San Francisco, just west of the main parking lot for the San Francisco Zoo and right next to the Great Highway. The existing WSS facility is the SFPUC's main wastewater pump station for the west side of San Francisco. Its continued service and reliability are vital to 1) maintain full compliance with State and Federal regulatory requirements applicable to the treatment and disposal of sewage and storm water and 2) ensure critical infrastructure functions are provided with redundancy to protect public health for the people of San Francisco.

The new WSS Project will improve the reliability of the existing pump station by providing redundant electrical power service feeds, replacing essential wastewater process mechanical and electrical equipment, and providing ventilation, plumbing, and instrumentation and control improvements. The WSS Project also includes site civil work, street curb ramp work, landscape and architectural facility work, structural cast-in-place concrete vaults, foundation and facility modification work, shoring work, construction of a new electrical building, pipeline replacement, corrosion protection, and security improvements. The CM staff augmentation services required for the WSS project include, but are not limited to, construction contract administration, construction inspection, construction contracts management, and project controls.

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

The SFPUC does not have the staff resources to perform all of the required work nor could the SFPUC locate enough current staff be transferred from other City departments, e.g., San Francisco Public Works (SFPW). However, it should be noted that the SFPUC was able to coordinate with SFPW to provide the same CM services for the SFPUC's North Shore Pump Station Wet Weather Improvements Project. Also, no new hires could be added to meet the timing and/or requirements of the limited duration and specialized expertise for this proposed work effort. If denied, there would not be adequate staff and the necessary CM expertise to manage the construction of this large, utility pump station project, thus increasing the overall likelihood of inadequate performance on the WSS Project.

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.

Professional CM services have previously been awarded for other SSIP construction projects as described on PSC# 44553-16/17. However, as described in the previously approved personal services contract, there is more work than can be performed by in-house SFPUC personnel. Additionally, there is specialized CM experience and expertise required that is not available within City forces, i.e., experience and expertise with wastewater treatment facility construction and more specifically with large, utility pump station construction.

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):

- ☒ 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:

The skills and expertise required for this scope are directly related to construction management (CM) work in the following CM areas: construction administration and change management; construction inspection (general, warranty, & specialty); project controls (cost and schedule); special inspection (coating, welding, geotechnical, marine, tunnel, etc.); supplier quality surveillance; special laboratory testing; testing, startup, & commissioning assistance; surveying; construction safety inspection; and technical data entry and document control including engineering archives. In addition, and to the extent possible, City staff will be utilized to provide CM services for the SFPUC's SSIP construction projects. However, additional resources will be required on an as-needed basis to help accommodate peak workloads during relatively short-term capital projects and to provide specialized expertise for the anticipated work.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Construction management skills include contract administration, inspection services, contracts management, and project controls with expertise in wastewater treatment facility construction, specifically large utility pump station construction, including: contractor means and methods, safety regulations, water quality standards, compliance with State and Federal regulations applicable to the treatment and disposal of sewage and storm water runoff, system shutdowns and start-up procedures, equipment and performance testing, compliance with the latest building codes, and claims expertise. These specialized skills and knowledge are essential for maintaining treatment plant and pump station operations and service to San Francisco customers during the overall construction period.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 6318, Construction Inspector; 6319, Senior Const Inspector;

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?

The SFPUC has previously used resources from SFPW to support the operation, maintenance, and repair of its existing wastewater treatment facilities located primarily at the Southeast and Oceanside Water Pollution Control Plants but also located throughout San Francisco. As such, the SFPUC and SFPW will continue to partner, but on a larger scale, by augmenting existing CM staffing resources to meet the specialized needs and peak workload demands of SSIP construction projects. For example, SFPW will partner with the SFPUC to provide all CM staffing resources for its North Shore Pump Station Wet Weather Improvements Project, a project for which professional CM services were originally sought.

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 staff are not always able to perform this scope of services because they don't always have the specialized experience and/or knowledge required to adequately manage the construction of a large, complex wastewater treatment facility, such as the WSS Project. Construction Engineers and Inspectors are needed to perform the construction management work, and for a wastewater pump station, these positions also require specialized skills in the areas of coating inspection, instrumentation & control (I&C), electrical engineering and electrical inspection, and testing, startup, and commissioning. The level of CM resources required for the WSS Project is not a long-term need that would warrant the hiring of new SFPUC personnel; these CM positions are needed in part due to peak workload staffing requirements resulting from the influx of SSIP construction projects. If staffing resources from either the SFPUC or SFPW were available to manage this construction project, then the contract amount would be less. Except for the Project Resident Engineer, who's an SFPUC staff person, the contract is meant to fully augment the project CM team. Once project construction begins, and if an SFPUC or SFPW staff person becomes available, then that person may be assigned to the project to gain experience and training for similar work on future construction

projects.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The specialized needs of construction management for the WSS Project, a wastewater treatment facility, are not consistent or long enough in duration to make it feasible to adopt a new civil service class.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Training will not 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 12/15/2020, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40488 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of wirwin@sfgwater.org
To: [Irwin, William](#); [Laxamana, Junko \(BOS\)](#); amakayan@ifpte21.org; anthony@dc16.us; tony@dc16.us; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmatheys@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; [Irwin, William](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40488 - 20/21
Date: Tuesday, December 15, 2020 12:01:09 PM

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This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 40488 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40488 - 20/21 for \$5,500,000 for Initial Request services for the period 03/01/2021 – 06/30/2024. 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/15795> 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: PUBLIC UTILITIES COMMISSIONDept. Code: PUCType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 44553 - 16/17)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Sewer System Improvement Program Construction Management Services (PRO.0026,27,28,68,104)Funding Source: SSIP FundedPSC Original Approved Amount: \$67,000,000PSC Original Approved Duration: 03/01/17 - 11/01/25 (8 years 35 weeks)PSC Mod#1 Amount: \$25,000,000PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$7,000,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: \$10,000,000PSC Mod#3 Duration: no duration addedPSC Cumulative Amount Proposed: \$109,000,000PSC Cumulative Duration Proposed: 8 years 35 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Public Utilities Commission (SFPUC) intends to award up to three (3) contracts ranging from \$15 million to \$35 million each to provide professional construction management (CM) services on an as-needed basis to support SFPUC staff on various Sewer System Improvement Program (SSIP) projects. These additional CM services will support existing staff on various SSIP projects including construction of the new headworks and biosolids digester facilities at the Southeast Water Pollution Control Plant (SEP) as well as major improvements and upgrades at other various wastewater treatment facilities. Additionally, as-needed CM staff may be required to support the SFPUC's Construction Management Bureau's organizational effort and may, for example, include adding on a short-term basis, Construction Engineer(s), Inspector(s), Safety Manager(s), and Cost Estimator(s).

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

The SFPUC does not have the staff resources to perform all of the required work nor could enough current staff be transferred from other City departments, e.g., SF Public Works. Additionally, no new hires could be added to meet the timing and/or requirements of the limited duration and specialized expertise for this proposed work effort. If denied, there would not be adequate staff and the necessary CM expertise to manage the construction of these projects, thus increasing the overall likelihood of inadequate performance on SSIP projects, which comprise a multi-billion dollar capital improvement program.

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 in the past through earlier PSC request. See 44553 - 16/17

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:

The construction of the SSIP projects will span a time period of approximately eight (8) years and eight (8) months. This duration is due in large part to the sequencing of the construction work since the footprint for all of these construction projects is confined primarily to the wastewater treatment facilities located in San Francisco. In short, there is a large volume of construction work to be completed in a very small work area. Consequently, the as-needed CM services will be required throughout this entire construction duration.

2. Reason(s) for the Request

- A. Display all that apply

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

Explain the qualifying circumstances:

The work under this contract requires specialized experience and knowledge to adequately manage the construction associated with large, complex wastewater treatment facilities.

- B. Reason for the request for modification:

This PSC is related to SFPUC, Sewer System Improvement Program (SSIP), Construction Management Services. Under this PSC, four (4) contracts have been awarded, PRO.0027, PRO.0028, PRO.0068 and PRO.0104. The original award amount was \$67M, and to date, there have been two (2) modifications for a revised amount of \$99M. The following reflects the current approved amounts for the respective contracts: PRO.0027, Southeast Community Center @ 1550 Evans (\$5M) PRO.0028, New Headworks Facility Construction Management Staff Augmentation Services (\$17M) PRO.0068, Biosolids Digester Facility Construction Management Staff Augmentation Services (\$42M) PRO.0104, Southeast Plant Construction Management Services (\$35M) Modification No.3 (\$10M) is being requested is related to PRO.0028, New Headworks Facility Construction Management Staff Augmentation Services. These services provide Construction Management (CM) services for a new 250 million gallons per day (MGD) Headworks facility at the Southeast Water Pollution Control Plant (SEP). The Headworks is the first treatment process in the liquid wastewater stream and contains the critical solids removal equipment such as the fine screens, grit removal, and odor control systems. Upgrading these systems will improve the downstream treatment. The CM services requested under this modification reflects the increased level of effort needed to support the project through final completion. The increased level of effort is due to changes in project scope and schedule. The increased level of effort is summarized below: • Addition of a Special Inspector to cover the Contractor's planned multiple work shifts. • Addition of an Office Engineer to assist with the multiple work scopes. • Addition of an Assistant Field Contract Administrator to support the increased CM/GC contract administration. • Addition of as-needed material testing services • Addition of inspector overtime based on the Contractor's planned multiple work shifts.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Construction management skills include pre-construction services, contract administration, inspection services, contracts management, and project controls with expertise in the CM/GC project delivery method and in wastewater treatment facility construction including: contractor means and methods, safety regulations, water quality standards, system shutdowns and start-up procedures, equipment and performance testing, compliance with latest building codes, and claims expertise. These specialized skills and knowledge are essential for

maintaining treatment plant operations and service to the customers during the overall SSIP construction period.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 6318, Construction Inspector; 6319, Senior Const Inspector;
- 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.
Current civil service classes are not applicable because they do not have the specialized experience and knowledge to adequately manage the construction associated with large, complex wastewater treatment facilities, which are not the kind of projects these classes were set up to handle. Construction Engineers and Inspectors are needed to perform construction management work for SSIP projects, but this level of resources is not a long-term need that would warrant the hiring of new SFPUC personnel.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: The specialized needs of construction management for SSIP projects, e.g., performance testing and start-up activities of wastewater treatment facilities, are not consistent or long enough in duration to make it feasible to adopt a new civil service class.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Training will not be provided. However, the SFPUC has previously used resources from SF Public Works to support the operation, maintenance, and repair of its existing wastewater treatment facilities. As such, the SFPUC and SF Public Works will continue to partner, but on a larger scale, by augmenting existing CM staff resources to meet the specialized needs and peak workload demands of the SSIP construction projects.
- 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.
HDR Engineering (PRO.0028)

7. Union Notification: On 08/17/20, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44553 - 16/17

DHR Analysis/Recommendation:

09/21/2020

Commission Approval Required

Approved by Civil Service Commission

09/21/2020 DHR Approved for 09/21/2020

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Dept. Code: HOM

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 45935 - 17/18)

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

Type of Service: Planning, coordination, and implementation of CCSF Point in Time Homeless Count

Funding Source: General Fund and Federal Grant Funds

PSC Original Approved Amount: \$200,000

PSC Original Approved Duration: 09/17/18 - 08/31/21 (2 years 49 weeks)

PSC Mod#1 Amount: \$250,000

PSC Mod#1 Duration: 09/01/21-09/16/23 (2 years 2 weeks)

PSC Cumulative Amount Proposed: \$450,000

PSC Cumulative Duration Proposed: 5 years

1. Description of Work

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

The City and County of San Francisco's Point-in-Time Homeless Count (Census), which is managed by the Department of Homelessness and Supportive Housing (HSH) and is held in 2019 and 2021, requires planning, coordination, and implementation assistance.

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

The Point in Time (PIT) Count is the only source of nationwide data on sheltered and unsheltered homelessness, and is required by the U.S. Department of Housing and Urban Development (HUD) of all jurisdictions receiving federal Continuum of Care (CoC) grant funding to provide housing and services for individuals and families experiencing homelessness. Currently, the San Francisco CoC receives more than \$32 million in federal funding, a key source of funding for the county's homeless services. San Francisco CoC reports the PIT count findings in their annual funding application to HUD, which helps the federal government better understand the nature and extent of homelessness nationwide. Count data also helps CCSF with strategic planning, capacity building, and advocacy campaigns to prevent and end homelessness. Failure to perform the count would disqualify CCSF's application for federal CoC funding. Failure to receive federal CoC funding would significantly impair the county's ability to achieve its goal to prevent homelessness when possible and to make it rare, brief and one-time.

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

This service was previously procured through competitive RFP processes administered by the Human Services Agency (HSA). The resulting agreement was authorized by the Civil Service Commission through PSC#2006-08/09. The services were transitioned to HSH upon its creation as a new department in FY16-17. HSH re-procured these services through competitive RFP process in 2018. The resulting agreement was authorized by the Civil Service Commission through PSC# 45935-17/18.

D. Will the contract(s) be renewed?

TBD based on proposals and selected contractor's performance.

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:

n/a

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:

This service requires unique and highly specialized expertise conducting PIT counts in large urban areas. It also requires expert knowledge of HUD and USICH requirements. The services are short in duration and only required every other year.

B. Reason for the request for modification:

The original PSC approved contract duration and amount encompassed the 2019 and 2021 Point in Time (PIT) Counts. This year, due to COVID-19 conditions and safety protocols, the Department of Housing and Urban Development (HUD) has indicated that communities should, "prioritize the safety of people experiencing homelessness, staff and volunteers," in planning the 2021 count. The San Francisco Department of Public Health (DPH) has also recommended that the City cancel the unsheltered count to reduce the spread of COVID-19 in the community. As such, the Local Homeless Coordinating Board (LHCB) voted to request a HUD waiver to cancel the 2021 unsheltered count to remain in compliance with the Shelter-in-Place ordinance and DPH's written recommendation. In lieu of the 2021 count, the Department of Homelessness and Supportive Housing (HSH) agreed to collect data by conducting full PIT counts in 2022 and 2023. This modification request will cover a term and budget increase to accommodate the future counts.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Successful completion of at least three PIT counts in large urban areas, in compliance with all HUD and United States Interagency Council on Homelessness (USICH) requirements, within the past five years. Three years of experience with volunteer outreach and coordination. Three years of experience with data analysis review and report writing.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 3374, Volunteer/Outreach Coord;

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.

This service requires unique and highly specialized expertise conducting PIT counts in large urban areas. It also requires expert knowledge of HUD and USICH requirements. The services are short in duration and only required every other year.

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, as the services are highly specialized, short in duration, and only required every other year.

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 of employees is not included in the scope of work for this contract.

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.

Yes, PSC #45935-17/18 (to be modified by this request)

7. Union Notification: On 02/12/21, 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: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 440 Turk Street, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45935 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of monique.colon@sfgov.org
To: [Colon, Monique \(HOM\)](#); [Laxamana, Junko \(BOS\)](#); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Modification Request to PSC # 45935 - 17/18 - MODIFICATIONS
Date: Friday, February 12, 2021 3:20:18 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a modification request for a Personal Services Contract (PSC) for \$250,000 for services for the period September 1, 2021 – September 16, 2023. 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/16032>

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

kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com
WendyWong26@yahoo.com junko.laxamana@sfgov.org

Additional Attachment(s)

Appendix A, Scope of Services
by
Applied Survey Research
Point in Time (PIT) Homeless Count
Term Period October 1, 2018 to August 31, 2021

I. Purpose of Contract

The purpose of the contract is to provide planning, coordination, and implementation of the City and County of San Francisco's Point-in-Time (PIT) Homeless Counts held in 2019 and 2021.

II. Target Population

The target population for the Count includes the entire homeless population currently residing in San Francisco.

III. Description of Services

Contractor shall complete the work tasks assumed necessary to complete all aspects of the biannual homeless counts in 2019 and 2021, including, but not limited to:

- A. Solicit and obtain community feedback on components of the Count through a community meeting in advance of each count.
- B. In consultation with HSH staff, research, recommend and implement a best-practice methodology for the general and youth counts, including, but not limited to:
 - 1. Review of 2017 methodology
 - 2. Research methodologies from other communities
 - 3. Provide guidance and technical assistance to improve the methodology of the count over time, including, but not limited to best use of administrative data, developing a survey based count, and paperless strategies
 - 4. Offer guidance on how best to count tents and encampments
 - 5. Ensure compliance with all HUD and United States Interagency Council on Homelessness (USICH) requirements
- C. Create surveys and perform data collection including, but not be limited to:
 - 1. Create a survey for street and sheltered homeless persons to capture demographic information and information on their homeless situation
 - 2. Create an additional survey for the Unique Youth Count
 - 3. Submit all surveys to HSH for review prior to implementation
 - 4. Translate the survey and training materials into Spanish
 - 5. Meet with community members, as requested by HSH staff, to refine the surveys
 - 6. In partnership with HSH, develop and deploy survey to capture sheltered data
 - 7. Assist in coordination of survey distribution and data collection
 - 8. Manage data analysis of survey results
- D. Manage volunteers, including, but not limited to:
 - 1. Develop and maintain a database of potential and actual volunteers
 - 2. Provide HSH with access to volunteer database
 - 3. Manage online volunteer registration and contact list

4. Assign volunteers in partnership with HSH staff
 5. Confirm volunteer assignments, in writing, with each volunteer in a timely manner
 6. Follow up with all volunteers who leave phone messages and/or send emails regarding their interest and participation as a volunteer
- E. Provide volunteer training and develop informational materials for volunteers, including, but not limited to:
1. Create volunteer instructions and training curriculum
 2. Create at least one training in Spanish
 3. Organize and supervise locations that volunteers dispatch out of on the night of the Count
 4. Produce and duplicate training materials, route maps, and tally sheets
 5. Plan and schedule update meetings with relevant HSH staff on a bi-weekly basis
 6. Provide night of PIT Count supervision at five count sites, including youth count site(s)
- F. Coordinate with various City departments, public agencies, and community providers, including the San Francisco Police Department (SFPD), Recreation and Parks Department, Department of Public Works (DPW), California Highway Patrol (CHP), the Municipal Transportation Agency (MTA), the San Francisco Public Utilities Commission (PUC), the Port of San Francisco, National Parks Service, as well as people with lived experience of homelessness.

Coordination shall include:

1. Meet with representatives to discuss the role of each department in coordinating the Count and staff needed on the night of the Count
 2. Solicit hotspot information from each department and adjust count methods for safety and accuracy
 3. Outline safety coverage needed and work collaboratively to define San Francisco public areas and parks that are considered too dangerous and unsafe for volunteers
 4. Integrate hotspot and safety input from providers, city department staff, and people with lived experience of homelessness
- G. Create maps for the Count, which includes, but not be limited to:
1. Work with HSH staff and partners to identify areas that should be counted by our Homeless Outreach Team, SFPD, or other entity
 2. Work with youth services providers and partners to identify areas to be targeted for the Unique Youth Count
 3. Create counting routes and corresponding maps to cover all of San Francisco, including routes to distinguish between:
 - a. Walking and driving routes
 4. Distribute hard copy maps for volunteers for the night of the Count
 5. Produce geospatial data files for any routes created for the administration of the count and any custom defined zones used for targeted outreach and analysis

- H. Provide staffing support to the Unique Youth Count process, including but not limited to:
 - 1. Meet with advisory group of homeless youth providers
 - 2. Work with Transitional Aged Youth (TAY) program manager to obtain guidance on recruitments, training materials, and other relevant aspects of the youth count
 - 3. Work with youth providers and youth with lived experience to identify hotspots to be counted
 - 4. Train youth peer counters and survey team to conduct all data collection for the Unique Youth Count
 - 5. Train youth to conduct count and survey
 - 6. Pay and manage payment of youth counters and survey administrators for their participation
 - 7. Gather Youth Count data and survey data for analysis, process all Youth Count and survey documents into a usable electronic format for analysis
- I. Produce a final report with results and analysis as outlined in Reporting Requirements section.

IV. Location and Time of Services

55 Brennan Street
P.O. Box 1927
Watsonville, CA 95077

Operating Hours: 9:00 am to 5:30 pm

Meetings will be conducted in San Francisco at locations specified by HSH staff, including 1360 Mission Street San Francisco, CA. On the dates of homeless counts and training sessions, Contractor staff will be at the training and count locations in San Francisco.

V. Service Requirements

- A. Contractor shall attend meetings as requested by HSH.
- B. Contractor shall submit all contract deliverables, as outlined in Appendix B, Calculation of Charges, to HSH in a timely manner and in a format pre-approved by HSH.
- C. Data access
 - 1. Contractor shall provide HSH access to the raw survey and tally data for the Count and for the Unique Youth Count (prior to any manipulations) as well as geospatial data files for counting routes and any custom-defined areas or zones for targeted outreach. Contractor shall provide the data in a mutually agreed upon machine readable format, preferably csv for survey data and geodatabase or shapefiles for maps. Data shall be provided in bulk and as outlined in the Deliverable Schedule of Appendix B, Calculation of Charges.

D. Data format and access

1. Contractor shall provide a template of the data format that will be delivered, including an index of questions and codes that will be used when compiling survey responses prior to survey finalization. The template shall be provided to HSH in a machine readable, nonproprietary format.

E. Data Ownership

1. The City will retain ownership and rights to the data collected, including derivative works made from the data and the licensing applied to the data.
2. All rights, including all intellectual property rights, in and to the data and any derivative works of the data shall remain the exclusive property of the City.
3. The Contractor must not have ownership and usage rights to the data except to provide the service.
4. The Contractor is provided a limited non-exclusive license to use the data solely for performing its obligations under the Agreement and not for the Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the data by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of the data by the Contractor is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by the City.

F. Contractor shall assign two project staff to the HSH PIT Count:

1. One Project Lead shall be designated as the main point of contact for HSH and manage day-to-day project activities.
2. One Project Manager shall be assigned to manage the Project Lead, monitor project activities, and address issues escalated by HSH, including issues with the Project Lead's performance, deliverables, and project schedule.

All staffing changes and reassignments must be approved by HSH in advance of change.

VI. Reporting Requirements

- A. Contractor shall provide Ad Hoc reports as required by the Department.

VII. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- Dept. Code: HOM
HOM

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

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

Type of Service: Planning, coordination, and implementation of CCSF Point in Time Homeless Count

Funding Source: General Fund and Federal Grant Funds

PSC Amount: \$200,000 PSC Est. Start Date: 09/17/2018 PSC Est. End Date: 08/31/2021

1. Description of Work

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

The City and County of San Francisco's Point-in-Time Homeless Count (Census), which is managed by the Department of Homelessness and Supportive Housing (HSH) and is held in 2019 and 2021, requires planning, coordination, and implementation assistance.

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

The Point in Time (PIT) Count is the only source of nationwide data on sheltered and unsheltered homelessness, and is required by the U.S. Department of Housing and Urban Development (HUD) of all jurisdictions receiving federal Continuum of Care (CoC) grant funding to provide housing and services for individuals and families experiencing homelessness. Currently, the San Francisco CoC receives more than \$32 million in federal funding, a key source of funding for the county's homeless services. San Francisco CoC reports the PIT count findings in their annual funding application to HUD, which helps the federal government better understand the nature and extent of homelessness nationwide. Count data also helps CCSF with strategic planning, capacity building, and advocacy campaigns to prevent and end homelessness. Failure to perform the count would disqualify CCSF's application for federal CoC funding. Failure to receive federal CoC funding would significantly impair the county's ability to achieve its goal to prevent homelessness when possible and to make it rare, brief and one-time.

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

This service was previously procured through competitive RFP processes administered by the Human Services Agency (HSA). The resulting agreement was authorized by the Civil Service Commission through PSC#2006-08/09. The services were transitioned to HSH upon its creation as a new agency in FY16-17. HSH is requesting its own authority to procure these services through a competitive RFP process.

D. Will the contract(s) be renewed?

TBD based on proposals and selected contractor's performance.

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:

This service requires unique and highly specialized expertise conducting PIT counts in large urban areas. It also requires expert knowledge of HUD and USICH requirements. The services are short in duration and only required every other year.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Successful completion of at least three PIT counts in large urban areas, in compliance with all HUD and United States Interagency Council on Homelessness (USICH) requirements, within the past five years. Three years of experience with volunteer outreach and coordination. Three years of experience with data analysis review and report writing.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 3374, Volunteer/Outreach Coord;

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, as there are a limited number of City departments that have expertise in HUD and USICH requirements, and the City staff who have experience with HUD and USICH are not able to perform the specialized statistical work required under the scope of work.

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

A. Explain why civil service classes are not applicable.

This service requires unique and highly specialized expertise conducting PIT counts in large urban areas. It also requires expert knowledge of HUD and USICH requirements. The services are short in duration and only required every other year.

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, as the services are highly specialized, short in duration, and only required every other year.

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.

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.
Yes. It is possible that the incumbent contractor will be selected through the RFP process.

7. Union Notification: On 05/18/2018, 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: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 1360 Mission St San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45935 - 17/18

DHR Analysis/Recommendation:

action date: 07/16/2018

Commission Approval Required

Approved by Civil Service Commission

07/16/2018 DHR Approved for 07/16/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 41409 - 15/16)

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

Type of Service: Develop and Implement Specialized Public Participation and Information Services

Funding Source: Federal Grants and Local Funds

PSC Original Approved Amount: \$9,500,000

PSC Original Approved Duration: 02/01/16 - 01/31/20 (4 years)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 02/01/20-04/19/21 (1 year 11 weeks)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 04/04/21-04/04/22 (50 weeks)

PSC Cumulative Amount Proposed: \$9,500,000

PSC Cumulative Duration Proposed: 6 years 9 weeks

1. Description of Work

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

The San Francisco Municipal Transportation Agency (SFMTA) recently established new standards for conducting public outreach and engagement on its capital projects and programs. The contractor must develop plans that improve the level of engagement and quality of public participation on SFMTA projects with the goal of improving both project delivery and stakeholder satisfaction. The contractor will provide specialized services to engage the public on transportation projects on an as-needed basis. This will include services such as, designing strategies and approaches that enable diverse, culturally competent public participation, arranging public events and meetings, facilitating focus groups, and compiling notes and records for follow-up and documentation.

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

The as-needed, specialized public participation services from this contract will support existing SFMTA staff to involve, engage and inform the public on important projects and programs. Denial of this service will not allow the SFMTA to provide the extensive public participation and information necessary for a number of projects that would improve the City's transportation systems and, therefore, cause them to be delayed.

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

yes PSC 41409 Mod 1 approved 04/08/20

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:

While the PSC start date was Jan 2016, the contracts formed under the PSC did not begin until

April 2017. The four-year contract terms expire in 2021, however, due to COVID-related economic repercussions, extending the contracts one additional year is more fiscally sensible as there is still dollar capacity available to take us through 2022 when replacement contracts can then go out to bid.

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).
- ☒ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

Explain the qualifying circumstances:

This work is highly specialized and relies on expert teams in both transportation planning and public participation. This particular degree and field of public participation is an important niche outside of typical civil service classes. This higher standard set forth by the SFMTA needs industry experts and leaders to engage on an as-needed basis to lend specialized expertise during the planning process for the most challenging projects.

B. Reason for the request for modification:

An extension is needed to allow for continued use of the as-needed contracts under this PSC for an additional year. The as-needed, specialized public outreach and engagement services from this contract support existing SFMTA staff to involve, engage and inform the public on important projects and programs. Denial of this service will not allow the San Francisco Municipal Transportation Agency (SFMTA) to provide the extensive public participation and information necessary for a number of projects that would improve the City's transportation systems. Capacity on the contracts under this PSC (2016-38/1, 2016-38/2, 2016-39/1, 2016-39/2, 2016-40/1, and 2016-40/2) allows for extension without increasing dollar amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The consultant must possess demonstrated expertise in developing and implementing plans and strategies that result in a greater level of general public participation and information dissemination in a similar metropolitan area. Must possess specialized expertise in meeting facilitation, public participation planning, collateral development, digital media, public outreach and communications related to transportation projects.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5277, Planner 1; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

This work is highly specialized and relies on expert teams in both transportation planning and public participation. This particular degree and field of public participation is an important niche outside of typical civil service classes. This higher standard set forth by the SFMTA needs industry experts and leaders to engage on an as-needed basis to lend specialized expertise during the planning process for the most challenging projects.

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 be performed on a project-by-project, as-needed basis, and is best delivered when provided by an outside team of various specialized staff working in close coordination with City staff.

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.

Typically, work is performed by outside consultants on a task by task basis. This work is highly specialized and relies on expert teams in both transportation planning and public participation. This particular degree and field of public participation is an important niche outside of typical civil service classes.

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

No.

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

No

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

No

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

No.

7. Union Notification: On 02/12/21, 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41409 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

Nuque, Amy

From: Nuque, Amy
Sent: Friday, February 12, 2021 7:17 PM
To: Boyle, Matthew
Subject: FW: Receipt of Modification Request to PSC # 41409 - 15/16 - MODIFICATIONS

copy

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of amy.nuque@sfmta.com
Sent: Friday, February 12, 2021 6:56 PM
To: Nuque, Amy <Amy.Nuque@sfmta.com>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Receipt of Modification Request to PSC # 41409 - 15/16 - MODIFICATIONS

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period April 4, 2021 – April 4, 2022. 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/14742>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 41409 - 15/16)

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

Type of Service: Develop and Implement Specialized Public Participation and Information Services

Funding Source: Federal Grants and Local Funds

PSC Original Approved Amount: \$9,500,000

PSC Original Approved Duration: 02/01/16 - 01/31/20 (4 years)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 02/01/20-04/19/21 (1 year 11 weeks)

PSC Cumulative Amount Proposed: \$9,500,000

PSC Cumulative Duration Proposed: 5 years 11 weeks

1. Description of Work

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

The San Francisco Municipal Transportation Agency (SFMTA) recently established new standards for conducting public outreach and engagement on its capital projects and programs. The contractor must develop plans that improve the level of engagement and quality of public participation on SFMTA projects with the goal of improving both project delivery and stakeholder satisfaction. The contractor will provide specialized services to engage the public on transportation projects on an as-needed basis. This will include services such as, designing strategies and approaches that enable diverse, culturally competent public participation, arranging public events and meetings, facilitating focus groups, and compiling notes and records for follow-up and documentation.

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

The as-needed, specialized public participation services from this contract will support existing SFMTA staff to involve, engage and inform the public on important projects and programs. Denial of this service will not allow the SFMTA to provide the extensive public participation and information necessary for a number of projects that would improve the City's transportation systems and, therefore, cause them to be delayed.

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.

No

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:

Contracts under this PSC run from April 2017 – April 2021

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).

☒ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

Explain the qualifying circumstances:

This work is highly specialized and relies on expert teams in both transportation planning and public participation. This particular degree and field of public participation is an important niche outside of typical civil service classes. This higher standard set forth by the SFMTA needs industry experts and leaders to engage on an as-needed basis to lend specialized expertise during the planning process for the most challenging projects.

B. Reason for the request for modification:

Exercising option to renew to extend the agreements an additional year

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The consultant must possess demonstrated expertise in developing and implementing plans and strategies that result in a greater level of general public participation and information

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 41409 - 15/16)

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

Type of Service: Develop and Implement Specialized Public Participation and Information Services

Funding Source: Federal Grants and Local Funds

PSC Original Approved Amount: \$9,500,000

PSC Original Approved Duration: 02/01/16 - 01/31/20 (4 years)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 02/01/20-04/19/21 (1 year 11 weeks)

PSC Cumulative Amount Proposed: \$9,500,000

PSC Cumulative Duration Proposed: 5 years 11 weeks

1. Description of Work

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

The San Francisco Municipal Transportation Agency (SFMTA) recently established new standards for conducting public outreach and engagement on its capital projects and programs. The contractor must develop plans that improve the level of engagement and quality of public participation on SFMTA projects with the goal of improving both project delivery and stakeholder satisfaction. The contractor will provide specialized services to engage the public on transportation projects on an as-needed basis. This will include services such as, designing strategies and approaches that enable diverse, culturally competent public participation, arranging public events and meetings, facilitating focus groups, and compiling notes and records for follow-up and documentation.

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

The as-needed, specialized public participation services from this contract will support existing SFMTA staff to involve, engage and inform the public on important projects and programs. Denial of this service will not allow the SFMTA to provide the extensive public participation and information necessary for a number of projects that would improve the City's transportation systems and, therefore, cause them to be delayed.

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.

No

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:

Contracts under this PSC run from April 2017 – April 2021

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).

☒ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

Explain the qualifying circumstances:

This work is highly specialized and relies on expert teams in both transportation planning and public participation. This particular degree and field of public participation is an important niche outside of typical civil service classes. This higher standard set forth by the SFMTA needs industry experts and leaders to engage on an as-needed basis to lend specialized expertise during the planning process for the most challenging projects.

B. Reason for the request for modification:

Exercising option to renew to extend the agreements an additional year

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The consultant must possess demonstrated expertise in developing and implementing plans and strategies that result in a greater level of general public participation and information

dissemination in a similar metropolitan area. Must possess specialized expertise in meeting facilitation, public participation planning, collateral development, digital media, public outreach and communications related to transportation projects.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5277, Planner 1; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
This work is highly specialized and relies on expert teams in both transportation planning and public participation. This particular degree and field of public participation is an important niche outside of typical civil service classes. This higher standard set forth by the SFMTA needs industry experts and leaders to engage on an as-needed basis to lend specialized expertise during the planning process for the most challenging projects.
- 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 be performed on a project-by-project, as-needed basis, and is best delivered when provided by an outside team of various specialized staff working in close coordination with City staff.

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

7. Union Notification: On 03/25/20, 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41409 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/08/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTADept. Code: MTAType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Develop and Implement Specialized Public Participation and Information ServicesFunding Source: Federal Grants and Local FundsPSC Amount: \$9,500,000PSC Est. Start Date: 02/01/2016PSC Est. End Date 01/31/2020**1. Description of Work**

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

The San Francisco Municipal Transportation Agency (SFMTA) recently established new standards for conducting public outreach and engagement on its capital projects and programs. The contractor must develop plans that improve the level of engagement and quality of public participation on SFMTA projects with the goal of improving both project delivery and stakeholder satisfaction. The contractor will provide specialized services to engage the public on transportation projects on an as-needed basis. This will include services such as, designing strategies and approaches that enable diverse, culturally competent public participation, arranging public events and meetings, facilitating focus groups, and compiling notes and records for follow-up and documentation.

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

The as-needed, specialized public participation services from this contract will support existing SFMTA staff to involve, engage and inform the public on important projects and programs. Denial of this service will not allow the SFMTA to provide the extensive public participation and information necessary for a number of projects that would improve the City's transportation systems and, therefore, cause them to be delayed.

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

The SFMTA PSC #38945-14/15 reflects only a very small portion of this type of service. The SFMTA hasn't performed this exclusive and in-depth type of service in the past.

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):

☒ 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).☒ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

B. Explain the qualifying circumstances:

This work is highly specialized and relies on expert teams in both transportation planning and public participation. This particular degree and field of public participation is an important niche outside of typical civil service classes. This higher standard set forth by the SFMTA needs industry experts and leaders to engage on an as-needed basis to lend specialized expertise during the planning process for the most challenging projects.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The consultant must possess demonstrated expertise in developing and implementing plans and strategies that result in a greater level of general public participation and information dissemination in a similar metropolitan area. Must possess specialized expertise in meeting facilitation, public participation planning, collateral development, digital media, public outreach and communications related to transportation projects.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5277, Planner I; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Classifications 5277 Planner I, 5288 Transportation Planner II, 5289 Transportation Planner III, 5290 Transportation Planner IV, 1312 Public Information Officer, and 1314 Public Relations Officer can perform only a 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.
This work is highly specialized and relies on expert teams in both transportation planning and public participation. This particular degree and field of public participation is an important niche outside of typical civil service classes. This higher standard set forth by the SFMTA needs industry experts and leaders to engage on an as-needed basis to lend specialized expertise during the planning process for the most challenging projects.
- 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 be performed on a project-by-project, as-needed basis, and is best delivered when provided by an outside team of various specialized staff working in close coordination with City staff.

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. This service will not include a training component.
- 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 10/26/2015, 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# 41409 - 15/16

DHR Analysis/Recommendation:

action date: 01/04/2016

Commission Approval Required

Approved by Civil Service Commission

01/04/2016 DHR Approved for 01/04/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 31283 - 18/19)

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

Type of Service: Farrier (horseshoeing) for San Francisco Police Department Mounted Unit Horses

Funding Source: General Fund

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 07/01/19 - 06/30/21 (2 years)

PSC Mod#1 Amount: \$200,000

PSC Mod#1 Duration: 07/01/21-06/30/25 (4 years 1 day)

PSC Cumulative Amount Proposed: \$300,000

PSC Cumulative Duration Proposed: 6 years 1 day

1. Description of Work

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

The San Francisco Police Department (SFPD) Mounted Unit requires as-needed farrier services (horseshoeing) for a herd of approximately 20 horses. The services will include (1) trimming and shoeing hooves, (2) responding to same day emergency calls for missing shoes or making shoe adjustments, (3) evaluating horses for SFPD procurement and (4) providing specialized tools and equipment to perform services.

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

Hoof trimming and shoeing is necessary for horses to maintain proper orientation on the ground. If horses are not properly shod, they cannot be ridden, become lame, and require medical care or euthanasia.

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 in the past through earlier PSC request. See 31283 - 18/19

D. Will the contract(s) be renewed?

It will likely be renewed.

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:

continued service is needed to maintain health of horses

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).

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

Explain the qualifying circumstances:

Contractor staff services are as-needed and will utilize their own specialized tools and equipment the City lacks.

B. Reason for the request for modification:

continue horseshoeing service and increase contract amount

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor staff must be skilled in shoeing and trimming horse hooves and applying anti-slip alloy and borium on horseshoes. In addition, they must have knowledge and skills of current trends in shoeing that would benefit the horses.
- B. Which, if any, civil service class(es) normally perform(s) this work? 3310, Stable Attendant;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractor will have specialized horseshoeing tools and furnace.

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 3310 Stable Attendant can help care and maintain horses, but does not have horseshoeing duties.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This service is as-needed.

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 police department staff is not necessary.
- 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.
Need contractor to continue work

7. **Union Notification:** On 01/06/21, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021; SEIU 1021 Miscellaneous;

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Floor, San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31283 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgov.org
To: [\(mailto:Wong, Genie \(POL\); Laxamana, Junko \(BOS\); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Meyers, Julie \(HSA\); Ricardo.lopez@sfgov.org; Basconcillo, Katherine \(PUC\); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee \(HSA\); david.canham@seiu1021.org; jtanner940@aol.com; DHR-PSCCoordinator, DHR \(HRD\)\)](mailto:Wong, Genie (POL); Laxamana, Junko (BOS); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Meyers, Julie (HSA); Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Modification Request to PSC # 31283 - 18/19 - MODIFICATIONS
Date: Wednesday, January 6, 2021 2:59:41 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$200,000 for services for the period July 1, 2021 – June 30, 2025. 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/15938>

Email sent to the following addresses: jtanner940@aol.com
david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org
davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org
Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net
Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org Julie.Meyers@sfgov.org
leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me thomas.vitale@seiu1021.org
sarah.wilson@seiu1021.org junko.laxamana@sfgov.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POLDept. Code: POLType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☒ Expedited ☐ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Farrier (horseshoeing) for San Francisco Police Department Mounted Unit HorsesFunding Source: General FundPSC Duration: 2 yearsPSC Amount: \$100,000**1. Description of Work**

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

The San Francisco Police Department (SFPD) Mounted Unit requires as-needed farrier services (horseshoeing) for a herd of approximately 20 horses. The services will include (1) trimming and shoeing hooves, (2) responding to same day emergency calls for missing shoes or making shoe adjustments, (3) evaluating horses for SFPD procurement and (4) providing specialized tools and equipment to perform services.

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

Hoof trimming and shoeing is necessary for horses to maintain proper orientation on the ground. If horses are not properly shod, they cannot be ridden, become lame, and require medical care or euthanasia.

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.

PSC 4091-11/12

D. Will the contract(s) be renewed?

It will likely be renewed.

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 required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

Contractor staff services are as-needed and will utilize their own specialized tools and equipment the City lacks.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor staff must be skilled in shoeing and trimming horse hooves and applying anti-slip alloy and borium on horseshoes. In addition, they must have knowledge and skills of current trends in shoeing that would benefit the horses.

B. Which, if any, civil service class(es) normally perform(s) this work? 3310, Stable Attendant;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes.
Contractor will have specialized horseshoeing tools and furnace.

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

None. No other City department has this service.

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

A. Explain why civil service classes are not applicable.

The 3310 Stable Attendant can help care and maintain horses, but does not have horseshoeing duties.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This service is as-needed.

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. No. Training police department staff is not necessary.

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 09/18/2018, the Department notified the following employee organizations of this PSC/RFP request:

SEIU 1021 Miscellaneous; SEIU Local 1021

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Floor San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31283 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/21/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 42463 - 19/20)

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

Type of Service: Marine 10 Replacement of Engines & Return to Operational Status

Funding Source: Equitable Sharing Fund

PSC Original Approved Amount: \$175,000

PSC Original Approved Duration: 02/01/20 - 01/31/21 (1 year)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 02/01/21-01/31/22 (1 year)

PSC Cumulative Amount Proposed: \$175,000

PSC Cumulative Duration Proposed: 2 years

1. Description of Work

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

Marine 10 is a 2009 44' Mooseboat aluminum catamaran response vessel operated by the San Francisco Police Department(SFPD)Marine Unit. Marine 10 has accumulated approximately 2300 hours on the current Cummins QSC 8.3L Marine Diesel engines. These engines have been plagued with reliability issues necessitating replacement with a more durable propulsion system. Marine 10 is expected to be able to operate a minimum of 600 hours annually while operating at 75%-85% of throttle for 80%-90% of these operational hours.

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

The SFPD Marine Unit is the primary maritime law enforcement unit for the City and County of San Francisco and is responsible for securing the 64 square miles of San Francisco waterways, as well as securing the Port of San Francisco properties, which include the ferry and cruise ship terminals. The service is necessary to enable the safe operation of SFPD's Marine 10 vessel and to provide the capabilities of navigating and maneuvering through the rough water conditions in the San Francisco Bay during patrol and water rescue duties.

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 in the past through earlier PSC request. See 42463 - 19/20

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:

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

The request is short-term and would require the use of a boat maintenance and repair yard and industrial machinery and tools to perform the work. Staff must be a Certified Marine Electronics Technician by National Marine Electronics Association, be a Certified Marine Electrical by American Boat and Yacht Council, or have certification from equipment manufacturer that demonstrates equivalent qualifications.

B. Reason for the request for modification:

There have been delays in procurement process. Solicitation was recently advertised, so contract will be awarded later this year (not within a year of the approved PSC).

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor will provide a boat maintenance and repair yard and industrial machinery and tools to perform the work and must be a Certified Marine Electronics Technician by National Marine Electronics Association, be a Certified Marine Electrician by American Boat and Yacht Council, or provide alternate documentation (e.g. certification from equipment manufacturer) that demonstrates equivalent qualifications.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; H110, Marine Engineer of Fire Boats;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. This contractor will provide a boat maintenance and repair yard to perform the necessary work. The City does not possess these facilities and acquiring these assets would cost several million dollars and not be used frequently.

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 City does not have the facilities or the personnel that are certified by the equipment manufacturers to perform this type of work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It is not practical to create a new service class for the short duration of this project.

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 expected. The work is to repower and make Marine 10 operational again. Staff are already trained to operate the vessel.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 02/01/21, the Department notified the following employee organizations of this PSC/RFP request:

Firefighters - B/U 2; Firefighters - B/U 1; 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: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245 3rd Street, 6th Floor, San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42463 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgov.org
To: [Wong, Genie \(POL\); gail@sffdlocal798.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR \(HRD\)@ifpte21.org](mailto:Wong, Genie (POL); gail@sffdlocal798.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)
Subject: Receipt of Modification Request to PSC # 42463 - 19/20 - MODIFICATIONS
Date: Monday, February 1, 2021 2:25:23 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period February 1, 2021 – January 31, 2022. 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/16014>

Email sent to the following addresses: L21PSCReview@ifpte21.org
pkim@ifpte21.org
eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org
tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com
ecassidy@ifpte21.com gail@sffdlocal798.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POLDept. Code: POLType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Marine 10 Replacement of Engines & Return to Operational StatusFunding Source: Equitable Sharing FundPSC Duration: 1 yearPSC Amount: \$175,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Marine 10 is a 2009 44' Mooseboat aluminum catamaran response vessel operated by the San Francisco Police Department(SFPD)Marine Unit. Marine 10 has accumulated approximately 2300 hours on the current Cummins QSC 8.3L Marine Diesel engines. These engines have been plagued with reliability issues necessitating replacement with a more durable propulsion system. Marine 10 is expected to be able to operate a minimum of 600 hours annually while operating at 75%-85% of throttle for 80%-90% of these operational hours.

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

The SFPD Marine Unit is the primary maritime law enforcement unit for the City and County of San Francisco and is responsible for securing the 64 square miles of San Francisco waterways, as well as securing the Port of San Francisco properties, which include the ferry and cruise ship terminals. The service is necessary to enable the safe operation of SFPD's Marine 10 vessel and to provide the capabilities of navigating and maneuvering through the rough water conditions in the San Francisco Bay during patrol and water rescue duties.

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 performed in the past.

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):**

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

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

B. Explain the qualifying circumstances:

The request is short-term and would require the use of a boat maintenance and repair yard and industrial machinery and tools to perform the work. Staff must be a Certified Marine Electronics Technician by National Marine Electronics Association, be a Certified Marine Electrical by American Boat and Yacht Council, or have certification from equipment manufacturer that demonstrates equivalent qualifications.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor will provide a boat maintenance and repair yard and industrial machinery and tools to perform the work and must be a Certified Marine Electronics Technician by National Marine Electronics Association, be a Certified Marine Electrician by American Boat and Yacht Council, or provide alternate documentation (e.g. certification from equipment manufacturer) that demonstrates equivalent qualifications.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; H110, Marine Engineer of Fire Boats;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. This contractor will provide a boat maintenance and repair yard to perform the necessary work. The City does not possess these facilities and acquiring these assets would cost several million dollars and not be used frequently.

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

None. The City does not have these services.

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

- A. Explain why civil service classes are not applicable.
The City does not have the facilities or the personnel that are certified by the equipment manufacturers to perform this type of work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It is not practical to create a new service class for the short duration of this project.

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. No training is expected. The work is to repower and make Marine 10 operational again. Staff are already trained to operate the vessel.
- 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 10/30/2019, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Firefighters - B/U 1; Firefighters - B/U 2

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245 3rd Street, 6th Floor San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42463 - 19/20

DHR Analysis/Recommendation:

Commission Approval Required

action date: 01/06/2020

Approved by Civil Service Commission

01/06/2020 DHR Approved for 01/06/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY

Dept. Code: TIS

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 37663 - 17/18)

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

Type of Service: Professional Technical and Training Services

Funding Source: General Funds and Enterprise Funds

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 07/01/18 - 06/30/21 (3 years)

PSC Mod#1 Amount: \$650,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$250,000

PSC Mod#2 Duration: 07/01/21-06/30/27 (6 years 1 day)

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

PSC Cumulative Duration Proposed: 9 years 1 day

1. Description of Work

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

Training users on the citywide Enterprise Licensed Environmental Systems Research Institute Geographic Information System (GIS) software products, and Geographic Information System Project consulting, on an as-needed basis.

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

This service is necessary to provide training and project consulting for Citywide use of Environmental Systems Research Institute's Geographic Information System Software products on an as-needed basis. These services require special technical knowledge of Environmental Systems Research Institute products. These products are critical to the functions of twenty-eight City Departments and if denied will adversely affect their operations.

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

Yes, through PSC# 43213-14/15, which terminated when the prior Enterprise Agreement expired.

D. Will the contract(s) be renewed?

Yes.

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

City departments continue to need the Environmental Systems Research Institute Enterprise Advantage Program's technical advisory hours and also to leverage the supplier's learning and services credits.

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:

Services required on an intermittent basis and require proprietary technical knowledge of Environmental Systems Research Institute Geographic Information System Products that are not available to City staff and cannot access due to the proprietary nature of the Geographic Information System Software.

B. Reason for the request for modification:

This 2nd modification request is to increase the original approved PSC amount from \$750,000 to \$1,000,000. Following submission of the initial PSC request, the Department of Technology completed its negotiations with Environmental Systems Research Institute for a new three-year Enterprise Agreement. Part of the negotiations included the option for City departments to purchase the Environmental Systems Research Institute Enterprise Advantage Program which consists of 100 technical advisory hours and up to 100 learning and services credits. This option is available to departments at a set cost per year. Based on Department of Technology projections, if 10% of the City departments currently using Environmental Systems Research Institute Geographic Information System Software were to exercise said option, then the cumulative amount would exceed the original PSC amount of \$100,000. Thus, this modification request is being submitted to increase the PSC amount that would provide for such services on an as-needed basis.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Specify required skills and/or expertise: Specialized proprietary technical knowledge of Environmental Systems Research Institute Desktop and Server-side Geographic Information System Software products, Geographic Information System Technical Requirement and Solution Development, Geographic Information System Project Management and Implementation, Geographic Information System Software Training.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;
- 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.
Training and Project Consulting Services require extensive technical knowledge and expertise with proprietary Environmental Systems Research Institute Geographic Information System Software. Additionally, Project Consulting Services may require access to Environmental Systems Research Institute source codes that are proprietary to Environmental Systems Research Institute and not available to City employees.

- 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 the services require technical knowledge and expertise with proprietary Environmental Systems Research Institute Geographic Information System Software, and access to Environmental Systems Research Institute source codes.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
The training will be for City Departments utilizing Environmental Systems Research Institute Geographic Information System Software on an as-needed basis. The approximate number of hours and the scope of any training will be determined when a Department identifies a Geographic Information System project they need assistance with. At the time of this new Enterprise Agreement, no training activities have been identified.
- 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.
Yes, Environmental Systems Research Institute

- 7. Union Notification:** On 03/04/21, 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: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

Address: One South Van Ness, 2nd Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 37663 - 17/18

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 04/05/2021

Civil Service Commission Action:

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
Sent: Thursday, March 4, 2021 2:56 PM
To: Gines, Jolie (TIS); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Dere, Wilfred (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 37663 - 17/18 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a modification request for a Personal Services Contract (PSC) for \$250,000 for services for the period July 1, 2021 – June 30, 2027. 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/11671>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com

Additional Attachment(s)

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

**SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (328530)**

This agreement (the "Agreement" or "ELA") is made as of July 1, 2018, in the City and County of San Francisco, State of California, by and between Environmental Systems Research Institute, Inc., hereinafter referred to as "Contractor" or "Esri," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

This Agreement covers Contractor's Enterprise License Agreement ("ELA") program which provides for the licensing and deployment of Enterprise License Software, delivery of ELA Maintenance, and provision of Esri International User Conference registrations. The Enterprise License Software procured through this Agreement in unlimited quantity are listed in Appendix A-Table A-1 and the limited quantity products are listed in Appendix A-Table A-2.

This Agreement is comprised of this document (including its appendices) and the following documents which are attached and incorporated by reference:

1. Esri's License Agreement comprised of the Esri Master Agreement number 329366,
2. Esri Maintenance and Support Program J10044

Upon full payment of the ELA Fee and expiration of this ELA, the License Agreement will survive, and Licensee may continue to use the Deployed Enterprise License Software and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee may order standard maintenance upon expiration of ELA Term for Rolled-In Software without paying a maintenance reinstatement fee for lapsed maintenance. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or Enterprise License Software upon expiration of the ELA, it lapses. If, at a later date, Licensee decides to reinstate maintenance, Licensee must pay reinstatement fees from the date of ELA expiration (e.g., back maintenance fees). City will not Deploy additional copies of the Enterprise License Software beyond the quantities in use upon termination or as of the date of expiration.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

Recitals

WHEREAS, the Department of Technology wishes to license certain software from Contractor; and,

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

WHEREAS, approval for services, in any, to be provided by Contractor pursuant to its Esri Enterprise Advantage Program and/or Esri Training Pass, as hereinafter defined in this Agreement, was obtained when the Civil Service Commission approved personal service contract number 37663-17/18 on June 22, 2018;

Now, THEREFORE, the parties agree as follows:

1. Definitions. Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth. All definitions in other parts of the ELA shall have the same meaning in this Agreement. In addition, the following definitions apply to the ELA:

Agreement	This document and any attached appendices and exhibits, including any future written and executed amendments. Appendix A, Software and Deployment Schedule; Appendix B, Enterprise License Fee Schedule; Appendix C, City Annual Deployment Report; Appendix D, ELA Points of Contact; Appendix E, Tier 1 Help Desk Authorized Individuals; Master Agreement #329366; and Esri Maintenance and Support Program
Authorization; Authorization document	This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by Department of Technology and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof.
Deploy, Deployment or Deployed	To redistribute, or the redistribution of, the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed, by City, during the term of this ELA for installation and use on Licensee's hardware.
Documentation	The technical publications delivered with Software relating to the use of the Licensed Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.

EEAP	Esri Enterprise Advantage Program is provided subject to the terms and conditions contained in the Master Agreement.
ELA Fee	The fee set forth in Appendix B-ELA Fee Schedule.
ELA Maintenance	Tier 2 Support, updates, and patches provided by Contractor for Enterprise License Software and Rolled-In Software
Enterprise License Software	<p>Software (including Data, Online Services and Documentation provided with the particular item) identified in Table A-1 and Table A-2 of Appendix A-Software and Deployment Schedule. Enterprise License Software does not include Unit-Priced Item(s) or Contractor technology that may be embedded in third-party products purchased by Licensee.</p> <p>The Authorization Document may identify more than one software product or more than one copy of any product.</p>
Incident	A failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance. An Incident is the record of a customer request for technical assistance made by phone, web form, or chat. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. Depending on how the request was initiated, an Incident or tracking number is provided by a support representative verbally, by e-mail or chat, confirming the creation of the Incident. The Incident number is used for referencing the request.
License Agreement	Each reference to License Agreement in this ELA shall mean the Esri Master Agreement comprised of E204 version October 25, 2017 which covers the license terms and conditions for Esri's commercial-off-the-shelf software products and the terms for Esri's services, such as the Esri Enterprise Advantage Program ("EEAP").
Licensee	City and County of San Francisco. For avoidance of doubt, the definition of Licensee shall not include consultants or contractors including those referenced in Section 7 of this Agreement, Consultant Access. Consultants and contractors are permitted to use and access Enterprise License Software subject to Section 7 of this Agreement.
Material Breach	A substantial failure in the performance of a party's obligations under this Agreement.

Rolled-In Software	Software of the same type as Enterprise License Software that Licensee acquired for use prior to the Effective Date that is current on paid maintenance (as shown in Esri's customer service records) and that will receive ELA Maintenance during the term of this ELA.
Software or Licensed Software	All or any portion of Contractor 's proprietary software technology accessed or downloaded from Contractor's authorized Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
Source code	The human readable compliant form of the Licensed Software to be provided by Contractor.
Specifications	The functional and operational characteristics of the Licensed Software as described in Contractor's current Documentation.
Technical Support	A process to attempt to resolve reported Incidents through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Software, Data, or Documentation corrections or modifications specified in the most current applicable Esri Maintenance and Support Program.
Tier 1 Help Desk	City point of contact from which all Tier 1 Support will be given to Licensees.
Tier 1 Support	"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensees in its attempted resolution of reported Incidents.
Tier 2 Support	"Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Department of Technology [DT and/or Department]. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Department, unless otherwise indicated by the context.

2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate

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

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

3. Term of the Agreement. Subject to Section 2, the term of the Agreement shall be from July 1, 2018 to June 30, 2021, unless sooner terminated in accordance with the provisions of this Agreement.

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

5. License

Grant of License. Licensee's use of the Enterprise License Software is subject to the License Agreement and any additional terms set forth herein. City shall remain primarily responsible to Esri for compliance by Licensees (including their users) with the terms and conditions of this ELA. Rolled-In Software shall be licensed in accordance with the License Agreement.

- a. Restrictions on Use.** City is granted the right to use the Enterprise License Software subject to the License Agreement.
- b. Proprietary Markings.** In addition to the requirements in the License Agreement City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Enterprise License Software or any related materials or Documentation.
- c. Authorized Modification.** The City may own any APIs, macros or other interfaces that are developed by the City as permitted under the License Agreement that do not include any Esri or its licensors' intellectual property.

6. Beta License. Beta licenses are not available under this ELA.

7. Consultant Access. Section 1.2, Consultant or Contractor Access, in the License Agreement is modified to add the restriction that access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities; (ii) remotely accessing or using Enterprise License Software from Licensee's on-site computers or machines; or (iii) remotely using/accessing Enterprise License Software from a third party's computers or machines under contract to Licensee. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Licensee.

8. Scope of Use. There are Additional Permitted Uses, and Additional Uses Not Permitted for City incorporated into this ELA. The Uses Permitted and Uses Not Permitted sections of the General License Terms and Conditions portion of the License Agreement are modified as follows:

8.1 Additional Uses Permitted. The following additional Permitted Uses are hereby granted for the Enterprise License Software:

For the term of the ELA, the City may copy and Deploy the Enterprise License Software to Licensees up to the quantities of licenses granted in Appendix A. No other Licensee has a right to copy (except as permitted in the License Agreement) or Deploy the Enterprise License Software.

8.2 Additional Uses Not Permitted. In addition to the restrictions set forth in the License Agreement, the following Uses Not Permitted apply to the Enterprise License Software:

- a. City shall not use, transfer, redistribute, or Deploy the Enterprise License Software outside of the United States territories and outlying areas without the prior written permission of Esri and agreement on additional fees, if any. Any such export shall be subject to U.S. Export Control Regulation requirements of the License Agreement.
- b. Transfer, redistribution or assignment of Enterprise License Software to any third party without Esri written permission is prohibited.

9. Delivery and Acceptance. ELA Software will be available via electronic download. The software would be downloaded by City. As soon as the access codes/token allowing City to download the software are provided, the software will be considered "delivered".

City shall have a period of ten (10) days from the date of delivery (the "Acceptance Period") to confirm the ELA Software performs as warranted in Section 13. If City has not previously provided written notice to Esri of its rejection, the ELA Software shall be deemed accepted as of the expiration of the Acceptance Period. Provided that Licensee has not rejected the ELA Software, this Acceptance Period does not extend any payment period set forth in this Agreement.

10. Source Code. Provided Licensee is current on maintenance, Esri agrees to provide Licensee with a current copy of the Esri source code for Esri Software (Support Source Code), in the event that (a) Esri is liquidated or dissolved, provided such liquidation or dissolution is not in connection with the sale of all or substantially all of the related software assets or stock of Esri to a successor entity in a merger or acquisition, or (b) Esri generally discontinues support for a particular Esri Software currently supported and licensed to Licensee under this License Agreement, and Licensee is paid current on applicable maintenance fees, provided such support is not continued by another entity or a replacement product which substantially performs the same function is not available from Esri.

In the event Esri provides Licensee with Support Source Code as described in this Section, Licensee shall be deemed to have a Limited Term, personal, nonexclusive, nontransferable, fully paid license to use Support Source Code only for providing technical support for the internal use of the Software. Licensee agrees that Esri is under no obligation to provide Support Source

Code owned by Esri's third party licensors, or license the use of the Support Source Code owned by Esri's third party licensors.

The license granted for the Support Source Code shall commence upon Licensee's receipt of the Support Source Code and shall continue until (1) thirty-six (36) months from the date the Support Source Code is released to Licensee, (2) Licensee elects to discontinue use of the Support Source Code and so notifies Esri in writing, (3) thirty (30) calendar days after Esri or its designee provides notice of termination due to Licensee's material breach of the terms and conditions of this License Agreement, provided such breach has not been cured within such thirty day period, or immediately, for such breach that by its nature is impossible to cure, or (4) upon the insolvency of Licensee (the placing in receivership, filing of a petition in bankruptcy, or assignment for the benefit of creditors, whether known or designated by some other name or term), whichever first occurs. Upon the expiration or earlier termination of this License Agreement, Licensee shall return to Esri the Support Source Code, and any whole or partial copies, codes, modifications, derivatives, and merged portions in any form, fully sealed and marked "Confidential" and addressed "Attention: Contracts Manager."

Licensee acknowledges that the Support Source Code contains trade secret technology and other information proprietary to Esri or third party licensor(s). Licensee agrees to protect the Support Source Code in the same manner and with the same degree of care that it uses to protect its own trade secrets or proprietary information being not less than a reasonable standard of care. Disclosure of the Support Source Code is restricted to those employees of Licensee having a need to know who are directly providing internal support for the Software, each of whom agrees, in writing, to be bound by the nondisclosure provisions of this Section, provided that in no event may the Licensee disclose Support Source Code to Esri competitors. Licensee shall not disclose any Support Source Code to any other person or entity and shall not reproduce or use the Support Source Code in any manner except as specifically authorized in this Section. Licensee agrees to immediately notify Esri in writing of any misuse, misappropriation, or unauthorized disclosure that may come to its attention.

NO WARRANTY: THE SUPPORT SOURCE CODE IS PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Additional Uses NOT Permitted for the Licensee are as follows:

- (1) Other than as a replacement product in executable code format that is substantially equivalent in functionality and configuration to the Software ("Replacement Product"), Licensee may not create any commercial application that is derived from, is based upon, uses or incorporates all or any portion of the Support Source Code or compiled from it.
- (2) Licensee may not remove or obscure any patent, copyright or trademark notices contained in or affixed to the Support Source Code or the media containing the Support Source Code.

(3) Licensee may not sell, license, distribute, or in any way market all or any portion of the Support Source Code or any derivative thereof, unless such derivative is a Replacement Product and Licensee is otherwise authorized in writing by Esri to sell, sublicense, distribute, or market the Software under this License Agreement.

11. Infringement Indemnity Esri shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demand by a third party alleging that the Enterprise License Software infringes a U.S. patent, copyright, or trademark provided:

- (a) Licensee promptly notifies Esri in writing of the claim thereof;
- (b) Esri has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- (c) Licensee cooperates fully in the defense of the claim.

The infringement indemnity obligations found in this Section 11 do not apply to third-party digital data sets provided on a no-fee basis and accessed via Esri's community based web site.

If Esri believes that the Enterprise License Software is or will become the subject of an infringement claim, or in the event that use of the Enterprise License Software is enjoined, Esri, at its own expense, may either (i) obtain the right for Licensee to continue using the Enterprise License Software or (ii) modify the Enterprise License Software to make it non-infringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to Esri and Esri's sole liability shall be to refund license fees paid by Licensee prorated on a twenty percent (20%) per year straight line depreciation basis over a five (5) year period from the initial date of delivery.

Esri shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of non-infringing items, however acquired, with any items not supplied by Esri; (ii) infringement to the extent arising from material alteration of the Enterprise License Software by anyone other than Esri, its agents or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Enterprise License Software other than a process patent that is necessarily infringed by the internal processes executed within the Enterprise License Software itself when the Enterprise License Software is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Enterprise License Software provided by Esri for avoiding infringement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Maintenance and Support.

ELA Maintenance is included in the ELA Fee. Rolled-In Software and Enterprise License Software will receive ELA Maintenance, provided that standard maintenance is available for each item. ELA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support document (found at www.esri.com/legal) as modified by this Section

11. ELA Maintenance does not include Technical Support for Web Services.

a. Tier 1 Support Provided by City

(1) Tier 1 Help Desk shall provide Tier 1 Support to all Licensees.

(2) The Tier 1 Help Desk shall use analysts fully trained in the Software they are supporting.

(3) At a minimum, Tier 1 Support shall include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

(4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the Licensee. This may include obtaining any customizations, code samples, or data involved, if applicable, to the Incident. The analyst may also use any other information and databases they may develop to satisfactorily resolve Incidents.

(5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensees.

(6) City may assign up to the quantity of named Tier 1 Help Desk individuals listed in Appendix B. These individuals shall be identified in Appendix E and are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

(1) Esri shall log the calls received from the Tier 1 Help Desk individuals.

(2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.

(3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

(4) Esri shall use commercially reasonable efforts to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not the Licensees.

(5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.

(6) Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's Web site or deliver them via media.

13. Warranties: Right to Grant License. Contractor hereby warrants that it has title to and/or the authority to grant a license of the Licensed Software to the City. The City's sole remedy for breach of this warranty is limited to the remedy provided in Article 11 Infringement Indemnity.

14. Limited Warranties and Disclaimers

14.1 Limited Warranty. Esri warrants for a period of ninety (90) days from the date of receipt of Authorization Codes that (i) the unmodified Software and Online Services will substantially conform to the published Documentation and (ii) media on which the Software, Data, and Documentation are provided will be free from defects in materials and workmanship under normal use and service.

14.2 Special Disclaimer. SAMPLES, HOT FIXES, PATCHES, EVALUATION SOFTWARE, BETA, CONTENT, DATA, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

14.3 Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services. Third-Party Websites; Third-Party Content. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Products or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

14.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT SOFTWARE, DATA, ONLINE SERVICES, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOFTWARE, DATA, ONLINE SERVICES, AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

14.5 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Section 14 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Esri Maintenance and Support Program found at www.esri.com/legal; or (iii) return of the license fees paid by Licensee for Software or Online Services that does not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using Online Services; and executes and delivers evidence of such actions to Esri.

15. Payment. Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed the amount identified in Appendix B. The breakdown of payments associated with this Agreement is provided for in Appendix A. For the initial payment no charges shall be incurred under this Agreement nor shall any payments become due to Contractor until the Enterprise License Software, required under this Agreement

are made available by Contractor for download by City in accordance with this Agreement. Thereafter annual payments shall be made in accordance with the payment schedule. In no event shall the City be liable for interest or late charges for any late payments.

16. Purchase Orders, Delivery, and Deployment.

a. Esri does not require City to issue purchase orders and will invoice City upon the Effective Date of this ELA and annually thereafter in accordance with the fee schedule set forth in this ELA. City may submit purchase orders in accordance with its own process requirements. If City issues purchase orders, then City will submit its initial purchase order upon execution of this ELA and any subsequent purchase order at least thirty (30) days before the anniversary date. Invoices will be due and payable within forty-five (45) days of invoice

b. Upon receipt of the initial purchase order from City, Esri shall deliver codes necessary to allow download electronically of the Enterprise License Software listed in Appendix B by City for City's Deployment to Licensees.

c. Esri shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise License Software to operate.

d. City will process all orders and deliveries pertaining to this ELA through City's centralized point of contact. City shall Deploy, install, configure, and track the Deployment status of Enterprise License Software.

17. Purchase Order Requirements

a. Any purchase orders issued by City shall reference, incorporate and be subject to the terms and conditions of this ELA. No additional, conflicting or different terms contained in a purchase order or ordering document shall be binding. All orders and deliveries pertaining to this ELA shall be processed through City's centralized point of contact.

b. The following information shall be included in each purchase order:

- (1) City name, Esri customer number, and the ship-to address as identified in Appendix D.
- (2) Purchase order number.
- (3) Applicable annual payment due.

18. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification and shall not at any time exceed the amount Two Million Dollars (\$2,000,000) which includes the fees/costs for the ELA Fee in the amount of \$1,575,000.00, optional EEAP annual subscriptions and optional Training Pass annual subscription(s), each of which are described and priced in Appendix B. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract

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

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

20. Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, City shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made. The report shall be subject to audit by an authorized representative of Esri

21. Esri International User Conference Registration. City shall receive Esri International User Conference registrations annually during the term of this ELA in the quantities set forth in Appendix B. City is responsible for distributing the registrations to its users. Third parties may not represent or attend on behalf of City at any Esri User Conferences.

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

23. Taxes. Payment of any taxes, including possessory interest taxes, and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor. If such taxes, including sales or use tax become due

under this Agreement then Contractor will add applicable taxes to the invoice for payment buy City.

24. Independent Contractor; Payment of Taxes and Other Expenses

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

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

25. Insurance

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

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

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

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

4) Technology Errors & Omissions including Network Security and Privacy with limits not less than \$2,000,000 each claim and aggregate to include (A) Professional liability insurance, applicable to Contractor's profession, with respect to negligent acts, errors or omissions in connection with the Services, (B) Technology Errors and Omissions Liability coverage. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks: (i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and (ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon, and (C) Cyber and Privacy Insurance for liability arising from theft, dissemination, and/or use of confidential information.

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

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

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

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

d. Esri will provide prompt advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

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

- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
- j. Policies to which this section refers have a blanket endorsement honoring Esri's contractual requirement to add City as an additional insured, to include a waiver of subrogation in favor of City, or to identify the coverage as primary. In these cases the certificate of insurance will be annotated to confirm that the City is covered under the blanket endorsement in place of separate endorsements.

26. Liability of Each Party.

a. Liability of City.

(i) IN NO EVENT SHALL CITY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT EXCEPT FOR CITY'S INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ESRI'S OR ESRI'S LICENSORS' INTELLECTUAL PROPERTY RIGHTS, CITY'S VIOLATION OF SECTION 27 NONDISCLOSURE, CITY'S VIOLATION OF SECTION 29 ESRI CONFIDENTIAL INFORMATION OR VIOLATION OF ANY APPLICABLE FEDERAL, STATE AND/OR LOCAL LAWS.

(ii) EXCEPT FOR DAMAGES FOR CITY'S INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ESRI'S OR ITS LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, OR EXPORT CONTROL REGULATIONS, IN NO EVENT WILL CITY'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND EXCEED TWO TIMES THE AMOUNT OF COMPENSATION PROVIDED FOR IN SECTION 18 OF THIS AGREEMENT.

b. Liability of Contractor.

(i) CONTRACTOR SHALL NOT BE LIABLE TO CITY FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES (collectively known as “LOSS”) EXCEPT FOR A THIRD PARTY CLAIMANTS LOSS AS PROVIDED IN SECTION 11-INFRINGEMENT INDEMNITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT CONTRACTOR OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(ii) EXCEPT AS PROVIDED IN SECTION 11—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED TWO TIMES THE AMOUNT OF COMPENSATION PROVIDED FOR IN SECTION 18 OF THIS AGREEMENT. CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS AGREEMENT, (2) STATUTORY DAMAGES, INCLUDING THOSE SPECIFIED IN THIS AGREEMENT, AND (3) FINES, EXPENSES, DAMAGES CAUSED BY CONTRACTOR'S VIOLATION OF FEDERAL, STATE AND/OR LOCAL LAWS REGARDING PRIVACY AND/OR HEALTH INFORMATION EXCEPT THAT CONTRACTOR'S LIABILITY FOR VIOLATION OF FEDERAL, STATE AND/OR LOCAL LAWS REGARDING PRIVACY AND/OR HEALTH INFORMATION SHALL NOT EXCEED US\$2,000,000.

c. Notwithstanding anything contained in Section 28 Proprietary or Confidential Information of City and 30 Protection of Private Information any unauthorized access or disclosure of City proprietary or confidential information to a third party due to a security related breach of Contractor's computer systems, where Contractor is found to have exercised reasonable care shall not be deemed to be a breach of Contractor's proprietary or confidentiality obligations under this Agreement. Contractor agrees to comply with all applicable laws.

d. The parties shall not exchange, deliver or grant access to protected health information (i.e., any information that would be termed “protected health information” under the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) (“PHI”).

27. Nondisclosure.

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

- a. is now or hereafter becomes publicly known;
- b. is disclosed to the City by a third party which the City has no reason to believe is not legally entitled to disclose such information;
- c. is known to the City prior to its receipt of the Licensed Software;
- d. is subsequently developed by the City independently of any disclosures made hereunder by Contractor;

- e. is disclosed with Contractor's prior written consent;
- f. is disclosed by Contractor to a third party without similar restrictions.

28. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data. Personally identifiable information (other than contact information of the parties) will be aggregated and anonymized prior to disclosure. City will not provide personally identifiable information to Contractor under the Agreement.

29. Esri Confidential Information. Certain terms and conditions of this ELA are confidential and proprietary information of Esri. City shall not publish or disclose to third parties, in hard copy or electronically, Appendix A and Appendix B, including the ELA Fee, without Esri's prior written consent. Except in response to an open/public records request, disclosure may be made only to those City employees who have a need to know to perform their duties and have an obligation of confidentiality. To the extent any such disclosures may be required by law, City shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requestor, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

30. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

31. Termination

a. **Basis for Termination by Contractor.** Contractor shall have the right to terminate this Agreement for Material Breach if (i) City is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of ninety days after the last day payment is due; provided, however, that written notice is given to City by Contractor of the expiration date of the ninety-day delinquency period at least ten days prior to the expiration date or, (ii) to terminate this Agreement if City commits any other breach of this Agreement and fails to remedy such breach within thirty days after receipt of written notice by Contractor of such breach. Upon termination of this ELA by Contractor for a Material Breach, unless otherwise agreed by Esri, all licenses Deployed shall also terminate, and the amount of unpaid ELA Fees prorated to the date of termination will be

due and payable by City within thirty (30) days from the date of termination. City shall uninstall, remove, and destroy all Enterprise License Software, training materials, and any whole or partial copies, modifications, or merged portions in any form. City shall deliver evidence of such destruction to Contractor, which evidence shall be in a form acceptable to Contractor. Except for a material breach of the License Agreement, Licensee may continue to use Rolled-In Software, provided Licensee complies with the terms and conditions of the License Agreement. Further, Contractor agrees that Licensee is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Licensee orders maintenance at time of ELA termination. Other non-refundable items that may be included in this ELA such as EEAP, Virtual Campus credits for the Annual User License and its access codes, as well as the User Conference Registrations shall also terminate if this ELA is terminated.

b. **Basis for Termination by City.** City shall have the right, without further obligation or liability to Contractor (except as specified in Sections 27 Proprietary or Confidential Information of City and 28 Esri Confidential Information) hereof,: (i) to immediately terminate this Agreement or the applicable Authorization Document if Contractor commits any Material Breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City in the same manner as for the removal of the Licensed Software due to infringement under Article 8 of the License Agreement; or (ii) to terminate this Agreement or the applicable Authorization Document upon ninety (90) days prior written notice for any reason if the license granted hereunder is for any term other than perpetual. In the event the license granted is perpetual, termination of this Agreement or the applicable Authorization Document by City shall be effective upon receipt by Contractor of written notice of said termination. No refund will be provided to Licensee for payments made.

In the event that the ELA is terminated by City, Licensee must uninstall, remove, and destroy all Deployed Software, Data, or Documentation and any whole or partial copies identified in Appendix A, Table A-2, however Licensee(s) may continue to use Rolled-In Software, subject to its compliance with the License Agreement; Licensee may continue to use Deployed Enterprise License Software, Data, or Documentation identified in Appendix A, Table A-I, provided:

(x) Licensee shall report the quantity and types of Deployed Enterprise License Software identified in Appendix A, Table A-I, and Esri shall determine the quantity and type of Software, Data, or Documentation that Licensee may continue to use under the License Agreement terms. This determination will be based on multiplying the commercial list price of the Deployed Enterprise License Software identified in Table A-I by the reported quantity and types and subtracting that amount from a portion of the ELA Fee amounts paid (portion of ELA Fee applicable to Enterprise License Software licenses identified in Table A-I hereinafter referred to as "Offset Amount"). Licensee shall uninstall, remove, and destroy Deployed Enterprise License Software valued in excess of the Offset Amount to reach an authorized quantity and type level. The remaining authorized quantities and types of software ("Remaining Software") will be licensed in accordance with the License Agreement; and

(y) Rolled-In Software licenses of the type identified in Table A-I will not terminate and may be used at the version level they have been upgraded to at the time of

termination. Use and licensing of Rolled-In Software licenses will be in accordance with the License Agreement.

c. Wind-Up Following Termination.

- i. Under no circumstances may City deploy additional copies of the Software, Data, or Documentation upon any termination of the Agreement.
- ii. Licensee is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Licensee orders maintenance at time of ELA termination. Within thirty (30) days of termination of the ELA for Lack of Funds, City will document in writing to Esri the total quantity and type (e.g., Product) of Remaining Software and Rolled-In Software for which City desires to obtain maintenance, if any. Payment of maintenance fees for such Remaining Software and Rolled-In Software for which City wishes to have maintenance, if any, will be effective from the date of the ELA termination, provided that City allocates appropriate funds. Maintenance reinstatement fees will not be required for maintenance on Rolled-In Software that lapsed during the term of the ELA. Other non-refundable items that may be included in this ELA such as EEAP, Virtual Campus credits for the Annual User License and its access codes, as well as the User Conference Registrations will also terminate if this ELA is terminated for Lack of Funds.
- iii. Other non-refundable items that may be included in this ELA such as EEAP, Virtual Campus credits for the Annual User License and its access codes, as well as the User Conference Registrations shall also terminate if this ELA is terminated.

d. Use Upon Expiration of ELA Term. Upon expiration of this ELA, the License Agreement shall survive and Licensee may continue to use the Deployed Enterprise License Software and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee may order maintenance upon expiration for Rolled-In Software for the next year without paying a maintenance reinstatement fee for lapsed maintenance. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or Enterprise License Software upon expiration of the ELA, it lapses. If at a later date, Licensee decides to reinstate maintenance, Licensee must pay maintenance reinstatement fees (e.g. back maintenance fees) from the date of ELA expiration. City shall not Deploy additional copies of the Enterprise License Software beyond the quantities in use upon termination or as of the date of expiration.

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

- | | |
|-----------------------------------------------------------------|--------------------------------------------------------|
| 11. Infringement Indemnification. | 30. Protection of Private Information. |
| 22. Submitting False Claims; Monetary Penalties. | 42. Non-Waiver of Rights. |
| 23. Taxes | 43. Modification of Agreement |
| 24. Independent Contractor; Payment of Taxes and Other Expenses | 44. Administrative Remedy for Agreement Interpretation |
| 25. Insurance | 45. Agreement Made in California; Venue. |
| | 46. Construction |
| 26. Liability of each Party. | 47. Entire Agreement |

27. Nondisclosure.

52. General Provisions

28. Proprietary or Confidential Information
of City

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

To City: City and County of San Francisco
Department of Technology
Attn: Jeff Johnson
One South Van Ness Ave., 2nd Floor
San Francisco, CA 94103

City and County of San Francisco
Department of Technology
Contract Administration
One South Van Ness Ave., 2nd Floor
San Francisco, CA 94103

To Contractor: Environmental Systems Research Institute, Inc.
Attn: Legal Department
380 New York Street
Redlands, CA 92373-8100
Phone 909-793-2853

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

34. Points of Contact. Each party shall identify points of contact for administrative and technical issues in Appendix D.

35. Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect.

36. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

37. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by

the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

38. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

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

40. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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

42. 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.

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

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

45. 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.

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

47. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

48. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws.

49. Graffiti Removal. Reserved.

50. Food Service Waste Reduction Requirements. Reserved.

51. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

52. General Provisions. The General Provisions and Limitations of Liability of the License Agreement shall apply to the entire ELA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence shall be as follows: (1) City's P-545/P-540 (8-14) (2) License Agreement (3) ESRI Maintenance and Support Program. Except as otherwise expressly provided herein, any amendment or Addendum to this ELA must be in writing and signed by an authorized representative of each party.

53. Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, City shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made. The report shall be subject to audit by an authorized representative of Esri.

54. Esri International User Conference Registration. City shall receive Esri International User Conference registrations annually during the term of this ELA in the quantities set forth in Appendix B. City is responsible for distributing the registrations to its users. Third parties may not represent or attend on behalf of City at any Esri User Conferences.

55. Case Studies. At the City's sole discretion, the City agrees to collaborate with Esri's publication or presentation of case studies as appropriate, and if City staff and resources are available.

56. OEM Licenses. If Licensee obtains Software, Data, Online Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based upon the availability of such Software, Data, or Online Services, as Enterprise License Software under this ELA. In addition, such Software, Data, Online Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

57. Conversion of Enterprise License Software—Limited Quantity or Unit-Priced Item. Newer or updated Enterprise License Software may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Esri reserves the right to exclude such newer or updated versions of the Enterprise License Software from the tables in Appendix A. Such items can be made available to City on a limited quantity basis or as Unit-Priced Item(s). In such event, Licensee may continue to use the older (previous) version Deployed and Esri will provide Technical Support in accordance with the Esri Product Life Cycle Support Policy.

58. Product Obsolescence. During the term of this Agreement, some of the products listed in Appendix A may become obsolete or will no longer be commercially offered or may no longer be available for Deployment. Licensee may continue to use a product that has been Deployed, but support and upgrades for older products may not be available. ELA Maintenance and maintenance and availability of Enterprise License Software identified in Appendix A shall be subject to each item's Product Life Cycle Support Status, which can be found at <http://support.esri.com/en/content/productlifecycles> by selecting the product type and then clicking the Product Life Cycle link for specific product plans. Esri's Product Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, defines the support phases and overall support plans.

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

CITY

Recommended by:



Linda Gerull
City Chief Information Officer
Executive Director, Department of
Technology

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Margarita Gutierrez
Deputy City Attorney

Approved:



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

CONTRACTOR

**Environmental Systems Research Institute,
Inc.**

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

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



Tim Brazeal
Manager, Commercial and Government
Contracts

Date: JUNE 22, 2018

City vendor number: 38346

Appendices

- A: Software and Deployment Schedule
- B: Enterprise License Fee Schedule
- C: City Annual Deployment Report
- D: ELA Points of Contact
- E: Tier 1 Help Desk Authorized Individuals

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**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

City may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees.

**Table A-1
Enterprise License Software—Uncapped Quantities**

Product	Total Qty./Seats to Be Deployed
ArcGIS Desktop: Advanced, Standard, Basic	Uncapped
ArcGIS Desktop extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS Enterprise: Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS Enterprise Servers: Image Server, GeoEvent Server	Uncapped
ArcGIS GIS Server: Basic, Standard	Uncapped
Mapping and Charting solutions: Esri Production Mapping for Desktop, ArcGIS for Aviation: Airports	Uncapped
ArcGIS Engine	Uncapped
ArcGIS Engine extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Uncapped
ArcGIS Runtime: Lite, Basic, Standard, Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped

**Table A-2
Enterprise License Software—Capped Quantities**

Product	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
ArcGIS Developer Subscription (ADS): Professional	0	2	2
Esri City Engine Advanced (single use)	0	1	1
Esri City Engine Basic (single use)	0	4	4

Table A-2 Continued
Enterprise License Software—Capped Quantities

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Named Users	1	100 Level 1 600 Level 2	300,000
ArcGIS Enterprise Named Users	N/A	100 Level 2	N/A
Community Analyst	N/A	40	N/A
Insights for ArcGIS Enterprise Term License	N/A	5	N/A
GeoPlanner for ArcGIS Online	N/A	5	N/A
Drone2Map for ArcGIS Online	N/A	5	N/A

APPENDIX B ELA FEE SCHEDULE

The ELA Fee is \$1,575,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, and Esri International User Conference registrations. The ELA Fee does not include software development services. Optional EEAP and/or Training Passes as described in this Appendix B, may be purchased under this Agreement. The total Contract Value (not to exceed) including the initial ELA Fee and fees for optional services is \$2,000,000.

	Year 1 July 1, 2018 to June 30, 2019	Year 2 July 1, 2019 to June 30, 2020	Year 3 July 1, 2020 to June 30, 2021	ELA Fee
Payments	\$525,000	\$525,000	\$525,000	\$1,575,000
Due Date	July 1, 2018	July 1, 2019	July 1, 2020	

Number of Esri International User Conference Registrations per year	25
Number of Tier 1 Help Desk Individuals	15
Term of ELA pursuant to Section 3	Three years from July 1, 2018 to June 30, 2021.

Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. City acknowledges that Esri has a right to invoice, and City agrees to pay any such sales or use tax associated with receipt of tangible media.

Additional ArcGIS Online Level 2 Named User Costs:

- Year 1 (2018): \$200 each
- Year 2 (2019): \$275 each
- Year 3 (2020): \$350 each

Options:

Optional Esri Enterprise Advantage Program (EEAP) subscription with 100 technical advisory hours and up to 100 learning and services credits:

- Year 1 (2018) fee: \$86,000.00
- Year 2 (2019) fee: Price in effect at time of purchase
- Year 3 (2020) fee: Price in effect at time of purchase

Optional Esri Training Pass:

The Esri Training Pass will include 50 training days per year. Training days that are not used will roll over to the next year of the ELA.

-Year 1 (2018) fee: \$27,000.00

-Year 2 (2019) fee: \$27,000.00

-Year 3 (2020) fee: \$27,000.00

City may exercise the above options by referencing Training Pass or EEAP and the applicable fee in its annual ELA purchase order as set forth in section 16 Purchase Orders, Delivery, and Deployment of this Agreement.

CITY ANNUAL DEPLOYMENT REPORT

SAMPLE REPORT—This report will be provided to Esri annually as an Excel spreadsheet or in a comparable format.

[illegible]

**APPENDIX D
ELA POINTS OF CONTACT**

Either party may change its point of contact by written notice to the other party.

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri Redlands
380 New York Street
Redlands, CA 92373-8100
E-mail: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

E-mail: support@esri.com
Phone: 909-793-3774 (domestic US only)
Fax: 909-792-0960
Web: support@esri.com

3. City centralized point of contact for order release and administrative issues:

Name: Wilfred Dere, Department of Technology
E-mail: Wilfred.Dere@sfgov.org
Phone: 415-581-3957
Fax:

4. All deliverables to City will be shipped to the address listed below:

County Office: Department of Technology
Name: Attn: SFGIS Program
Address: One South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103

5. All notices to City will be mailed to the address listed below:

County Office: Department of Technology
Name: Attn: DT Finance
Address: One South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103

**APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS**

Below are named Tier 1 Help Desk individuals authorized to seek Tier 2 Support from Esri. Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to Esri.

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Name: Brian Quinn
Address: GSA - Technology

Phone:
Fax:
E-mail: brian.quinn@sfgov.org</p> <p>2. Name: Guy Michael
Address: SFO

Phone:
Fax:
E-mail: guy.michael@flysfo.com</p> <p>3. Name: Jeff Johnson
Address: GSA - Technology

Phone:
Fax:
E-mail: jeff.johnson@sfgov.org</p> <p>4. Name: Joel Ruidera
Address: SFO

Phone:
Fax:
E-mail: joel.ruidera@flysfo.com</p> <p>5. Name: John Seagrave
Address: Public Works

Phone:
Fax:
E-mail: john.seagrave@sfdpw.org</p> <p>6. Name: Marivic Huff
Address: Public Works

Phone:
Fax:
E-mail: marivic.huff@sfdpw.org</p> | <p>7. Name: Michael Webster
Address: City Planning

Phone:
Fax:
E-mail: Michael.webster@sfgov.org</p> <p>8. Name: Sean Stasio
Address:

Phone:
Fax:
E-mail: sean.stasio@sfgov.org</p> <p>9. Name: Shreepad Ranadive
Address: PUC

Phone:
Fax:
E-mail: sranadive@sfgwater.org</p> <p>10. Name: Steph Nelson
Address: MTA

Phone:
Fax:
E-mail: steph.nelson@sfmta.com</p> <p>11. Name: Mike Wynne
Address: City Planning

Phone:
Fax:
E-mail: mike.wynne@sfgov.org</p> <p>12. Name: Nancy Milholland
Address: DEM

Phone:
Fax:
E-mail: Nancy.milholland@sfgov.org</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

13. Name: Andrew Bley
Address: Police

Phone:
Fax:
E-mail: Andrew.bley@sfgov.org

14. Name: Michelle Malick
Address: Fire

Phone:
Fax:
E-mail: michelle.malick@sfgov.org

15. Name: Joe Lapka
Address: Controller

Phone:
Fax:
E-mail: joe.lapka@sfgov.org

**Esri Master Agreement No 329366
(E204 version October 25, 2017)**

This Master Agreement ("MA") is between the City and County of San Francisco ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), and adds additional terms to Software License and Maintenance Agreement, Esri contract #328530. The MA comprises the terms and conditions that begin below and all referenced attachments. Additional or conflicting terms in any Ordering Documents exchanged during the ordering process, other than the terms of this Agreement, Product or Service descriptions, quantities, pricing, and delivery instructions are void and of no effect. Any modification(s) or amendment(s) to this MA must be in writing and signed by both parties.

Attachment A contains definitions of capitalized terms used throughout this MA. Each section of this MA may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this MA, Esri

- a. Provides Services as set forth in this MA;
- b. grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use the Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Deliverables or Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this MA including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this MA and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this MA are reserved.

1.4 Trial, Evaluation, and Beta Licenses. Products acquired under a trial or evaluation license or subscription or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the evaluation term, Customer may lose any Customer Content and customizations made during the evaluation term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the end of Customer's evaluation period.

2.0 SOFTWARE

2.1 License Types. Esri licenses Software under the following license types; the Documentation and Ordering Documents identify which license type(s) applies to the ordered Software:

- a. **Concurrent Use License:** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- b. **Deployment License:** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
- c. **Deployment Server License:** Customer may use the Software under a Server License for all uses permitted in the MA and as described in the Documentation.
- d. **Development Server License:** Customer may use the Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- e. **Development Use:** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
- f. **Dual Use License:** Customer may install the Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- g. **Failover License:** Customer may install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- h. **Redistribution License:** Customer may reproduce and distribute the Software provided that
 - 1. Customer reproduces and distributes the Software in its entirety;
 - 2. A license agreement that protects the Software to the same extent as this MA accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 - 3. Customer reproduces all copyright and trademark attributions and notices; and
 - 4. Customer does not charge others a fee for the use of the Software.
- i. **Server License:** Customer may install and use the Software on a server computer. Server licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use, each Server License includes a Failover License.
- j. **Single Use License:** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- k. **Staging Server License:** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Servers.

2.2 Permitted Uses

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;

3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software provided under a Development License.
 4. Move the Software in the licensed configuration to a replacement computer;
 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License; and
 6. Use server Software for Commercial ASP Use if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in Documentation.
 - c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
 - d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/e300.pdf>.

3.0 ONLINE SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications. Customer may enable Anonymous Users to access Customer Content or Value-Added Applications by publishing them through the use of the Sharing Tools, included with Customer's authorized use of the Online Services.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use of Online Services.
- c. **"Service Credit(s)"** means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document.
- d. **"Sharing Tools"** means publishing capabilities included with Online Services and ArcGIS Website that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

3.2 Online Services Descriptions. Esri publishes Online Services subscription-specific terms of use at <http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/e300.pdf>.

3.3 Access to Value-Added Applications

- a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.
- b. Customer may use its Online Services subscription to build a Value-Added Application(s) for internal use by Named Users in accordance with the published Online Services descriptions.
- c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
- d. Customer may not add third parties as Named Users to Customer's Online Services subscription. This restriction does not apply to third parties included within the definition of Named Users.
- e. Customer may not provide a third party with access to ArcGIS Online Services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Applications. This restriction does not apply to third parties included within the definition of Named Users.

- f. Customer may enable Anonymous Users to access Customer's Value-Added Applications running under Customer's own subscription, subject to the following terms:
 1. Customer may charge for such access under subscription types that permit use for commercial retail business purposes.
 2. Customer may embed an App Login Credential into Value-Added Applications to enable public use by Anonymous Users but may not embed a Named User Credential.
 3. Customer is responsible for all Service Credits consumed in Anonymous Users' use of Customer's Value-Added Applications.
 4. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
 5. Customer may not enable Anonymous Users to access Value-Added Applications that are intended for Customer's internal use only; Value-Added Applications used internally require each user to use Named User login credentials.

3.4 Customer's Responsibilities

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this MA. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may reassign a Named User License if the former Named User no longer requires access to Online Services.
- b. Customer must include attribution acknowledging that its application uses Esri Online Services, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

3.5 Modifications of Online Services. Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.

3.6 Subscription Fee Changes. Esri may change fees for subscriptions with a term greater than 1 month by notifying Customer at least 60 days prior to expiration of the then-current subscription term. Esri may change monthly subscription fees upon 30 days' notice. Outside the United States, the distributor may provide notice of rate changes.

3.7 Customer Content

- a. *Ownership.* Customer retains all right, title, and interest in Customer Content. Customer hereby grants Esri and Esri's vendors or licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Customer Content solely for the purpose of enabling Customer's use of Online Services. Without Customer's permission, Esri will not access, use, or disclose Customer Content except as reasonably necessary to support Customer's use of Online Services, respond to Customer's requests for customer support, or troubleshoot Customer's subscription or for any other purpose authorized by Customer in writing. If Customer accesses Online Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Online Services, and Customer Content. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Customer's sole responsibility to ensure that Customer Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.
- b. *Sharing Customer Content.* If Customer elects to share Customer Content using Sharing Tools, then Customer acknowledges that Customer has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion,

modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.

- c. *Retrieving Customer Content upon Termination.* Upon termination of this MA or any trial, evaluation, or subscription, Esri will make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Customer's right to access or use Customer Content with Online Services will end, and Esri will have no further obligations to store or return Customer Content.

3.8 Limits on Use of Online Services, Service Credits. Each Online Services subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75% of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

4.0 DATA

4.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

4.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of the Data in hard-copy or static, electronic formats (e.g., PDF, GIF, JPEG) in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this MA, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise cache or download such Data.
- d. Esri does not acquire any rights in Customer Content under this MA.

4.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.

- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (for example, a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Esri MapStudio Data.* Customer may create, publicly display, and distribute maps in hard-copy and static electronic format for news-reporting purposes only.
- h. *Michael Bauer Research International Boundaries Data ("MBR Data"):* Customer's right to use data downloaded to the Customer's premises (e.g. MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates two years after download.

4.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this MA and are available at www.esri.com/legal/third-party-data.

5.0 MAINTENANCE. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this MA.

6.0 PROFESSIONAL SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Invention(s)" means patentable inventions, discoveries, innovations, and improvements, excluding Deliverables, relating to the subject matter of a Task Order.
- b. "Inventor(s)" means the parties' principals, employees, consultants, or independent contractors that solely or jointly develop Inventions during Esri's performance under a Task Order.
- c. "Professional Service Package(s)" means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

6.2 Permitted Uses. Customer may use, copy, and modify the Deliverables solely in conjunction with Customer's authorized use of Products.

6.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this MA and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for the Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of the Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this MA.

6.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of the Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the Term of this MA, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this MA. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

6.5 Acceptance

- a. *For Firm Fixed Price Task Orders.* Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 2. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1. or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2. or a.3., or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. *For Task Orders with Professional Service Packages.* Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. *For Time and Materials Task Orders.* Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

6.6 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

6.7 Customer Termination for Convenience. Customer may terminate any Task Order at any time on 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this MA, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

6.8 Payment; Invoices

- a. *For Firm Fixed Price Task Orders.* Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. *For Professional Service Packages.* Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. *For Time and Materials Task Orders*
 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <http://gsa.gov/>. Esri and Customer may include hourly labor rates in this MA; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
 2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

6.9 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

7.0 ESRI MANAGED CLOUD SERVICES (EMCS)

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"EMCS Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of EMCS.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

7.2 Provision of EMCS

- a. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- b. **License to Customer Content.** During the Term of the Task Order issued under this MA, Customer hereby grants to Esri and its subcontractors permission to use Customer Content to support the provision of EMCS. Such permission shall include, but not be limited to, the grant of rights and license to manipulate, publish, distribute, and implement Customer Content within the EMCS Environment in any reasonable manner needed to support the provision of EMCS.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary

storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the EMCS Environment.

- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the EMCS Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this MA, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to use, any software, documentation, or other material that contains, links to, or is derived (in whole or in part) from any software, documentation, or other material distributed as free software, open-source software, or other similar licensing or distribution models including, but not limited to, software, documentation, or other material licensed or distributed under any of the following license or distribution models or license or distribution models similar to any of the following: (i) the GNU General Public License (GPL), Affero General Public License (AGPL), Lesser/Library GPL V3.X or higher (LGPL), or Free Documentation License; (ii) the Artistic License (e.g., Perl); (iii) the Mozilla Public License (MPL); (iv) the Netscape Public License; (v) the Sun Community Source License (SCSL); and (vi) the Sun Industry Standards Source License (SISSL) ("Public Software") in connection with the Customer Content in any manner that requires, pursuant to the license applicable to such Public Software, that any component of the EMCS be (1) disclosed or distributed in source code form, (2) made available free of charge to recipients, or (3) modifiable without restriction by recipients.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this MA. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this MA.

7.3 Takedown or Termination of EMCS. In the event of takedown of Customer Content or upon any expiration or termination of an applicable Task Order while Esri is providing EMCS, Esri will download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer. Customer will be responsible for any unpaid fees due through the date of termination.

8.0 TRAINING

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means Esri equipment consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches provided to Customer for use in conjunction with Training.
- c. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Training events.
- d. **"Student"** means a Customer employee or agent who is a registered participant in a specific Training course, Customer coaching services, or training-related services. If Customer is an individual, then Student means Customer.

8.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the training course for which the Training Materials are provided.
- b. Each Student may run and install 1 copy of Training Materials and reproduce 1 copy of Training Materials. The Student may make 1 additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.
- c. Customer may not permit any Student to (i) separate the component parts of the Training Materials for use on multiple systems or in the cloud, (ii) use the Training Materials in conjunction with any other software package,

- (iii) merge and compile the Training Materials into a separate database(s) or documents for other analytical uses, or (iv) use audio or video recording equipment during a Training course.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products for Training purposes only and under the terms of this MA. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Training event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

8.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct the Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm class approximately 10 business days prior to the scheduled start date. Customer site and private classes confirmation is dependent on receipt of the completed Customer site training request form and intended method of payment.

8.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training event. Unregistered students may not view or participate in an online classroom Training event. Esri reserves the right to disconnect any Student who permits access to an unregistered student;
- b. Confirm that all Students meet the minimum prerequisites for the applicable Training event as listed on Esri's Training website;
- c. Submit registrations with a confirmed payment commitment at least 15 business days before the scheduled start date. Esri will not confirm reservations for registrations submitted without payment commitment but will instead add the registration to a waiting list pending payment confirmation. All waiting list reservations are subject to availability;
- d. Provide the Esri Training Event Assistant with a list of the names and email addresses of any Students who are to attend an event at least 3 business days before the scheduled start date.
- e. Be responsible for all Student travel arrangements and hold Esri harmless for losses from any nonrefundable travel arrangements due to the denial of Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations;
- f. For classes held at the Customer-designated facility, complete a client site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- g. Ensure that Student use of Training Materials provided by Esri complies with the terms of this MA; and
- h. Assume full responsibility for Student attending Training course(s) under this MA. Customer agrees to indemnify Esri, its officers, directors, and employees for any and all claims, liabilities, and expenses (including reasonable legal fees) arising out of or based on any uncured material breach by Student of the terms and conditions of this MA.
- i. If the Esri Mobile Lab is used, Customer will
 - 1. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the equipment.
 - 2. Keep Esri Mobile Lab equipment in a secure, locked area between Training event sessions.
 - 3. Ensure that only Students use Esri Mobile Lab equipment.
 - 4. Be responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession.
 - 5. Maintain sufficient insurance coverage to meet obligations created by this MA and by law or regulation.

6. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of Training. Esri will notify Customer in writing of any damage to Esri Mobile Lab equipment due to Student use, excluding normal wear and tear. Customer will be financially responsible for any repair or replacement of equipment resulting from such damage.
7. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the Training event.

8.5 Student Registration and Training Event Change Policy

- a. *Individual Student Seats.* Customer will provide written notice to the Esri Customer Service department at service@esri.com of any Student transfer, cancellation, or substitution requests at least 3 business days before the scheduled start date.
 1. Multiple requests and any requests that occur without the 3 business days' advance notice are subject to a fee, as determined by Esri.
 2. Cancellation of Student registrations that occurs without the 3 business days' advance notice is subject to the full Training event fee.
 3. Any substitute Student must be from the same organization as the Student being replaced.
- b. *Customer Site/Private Class/Coaching Services (Training Event).* Customer will provide written notice to Esri Customer Service at service@esri.com of any Training event rescheduling, cancellation, or Student substitution requirements at least 3 business days before the scheduled start date.
 1. Training event rescheduling and cancellations that occur without the 3 business days' advance notice are subject to the full Training event fee. Customer will be responsible for all of Esri's reasonable travel expenses and shipping costs (including Esri Mobile Lab) for all rescheduled or canceled Training events.
 2. Student substitutions that occur without the 3 business days' advance notice are subject to a fee, as determined by Esri. Any substitute Student must be from the same organization as the Student being replaced.
- c. If cancellation of a Training event is necessary due to causes beyond the party's reasonable control, the affected party is released in full from the 3-business-day notification requirement. The affected party will either reschedule or cancel the Training without incurring any liability.
- d. If Esri is unable to conduct the Training on the scheduled date, Esri will notify Customer at least 3 business days before the scheduled start date.
- e. Esri will not permit any Student who is a resident of a US embargoed country or is listed on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists to attend the Training event.
- f. *Termination of MA.* Students who are currently registered for a Training course as of the date of termination of this MA may attend the scheduled Training, subject to the terms and conditions of this MA.

8.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of each Training course or immediately upon receipt of a purchase order if mutually agreed to by the parties.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Training event, then Customer has 1 calendar year from the date of the invoice to consume the Training days. For a multiyear order, the Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

9.0 ESRI ENTERPRISE ADVANTAGE PROGRAM

9.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a confirmation email or document received from Customer that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate.
- b. **"Authorized EEAP Contact"** means the Customer point of contact for EEAP identified below.
- c. **"EEAP"** means the Esri Enterprise Advantage Program as described in this section.
- d. **"Learning and Services Credits"** means credits that Customer may use in exchange for Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- f. **"Technical Advisor"** means an Esri advisor assigned to work with Customer to provide Professional Services comprising advising on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative technical work plan under EEAP.

9.2 EEAP Description. EEAP is provided on an order-by-order, annual subscription basis. EEAP is a menu of Professional Services, Training, PSS, and EMCS that provides Customer with the flexibility to select the components that best meet its needs. The current EEAP is further described at www.esri.com/services/eeap/components, which may be changed from time to time. EEAP includes

- a. **Technical Advisor.** Customer will receive up to the number of Technical Advisor hours ordered. Customer may elect to retain additional Technical Advisor hours for a supplemental price.
- b. **Annual Account Planning Session.** A 1-day annual account planning and review meeting is included.
- c. **Technical Work Plan.** A collaboratively developed document designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, EMCS or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the following website: www.esri.com/services/eeap/components#learning. Esri will provide the Authorized EEAP Contact with a monthly report outlining usage of EEAP Learning and Services Credits to date.
- e. **Quarterly Technology Webcast.** Esri will provide an email invitation to the Authorized EEAP Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.
- f. **No Development Services.** EEAP is not designed for Esri to provide project-specific professional services such as custom application or database development for solutions or applications. If these types of professional services are required, Customer will need to enter into a separate Task Order for Professional Services.

9.3 Authorized EEAP Contact Information. Customer identifies the following person as its initial Authorized EEAP Contact.

(to be completed by Customer):

Contact Name: _____
Telephone: _____
Address: _____
Fax: _____
City, State, ZIP: _____
Email: _____

9.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the EEAP Term.

9.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit to Customer a Learning and Services Credit estimate by email for confirmation and authorization to use the Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an Activity Description. Esri will begin performance and deduct the amount quoted from the unused Learning and Services Credits available.

9.6 Activity Descriptions for EMCS. The Activity Description for EMCS orders must include the following:

- a. **The EMCS term**—The time period in which Esri provides the EMCS to Customer. The EMCS term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted system availability**—The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a targeted system availability.
- c. **Number of anticipated requests**—A request is made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of data storage**—The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption**—The price for the EMCS in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

9.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Customer may direct Esri to use Learning and Services Credits for travel and per diem expenses, or Customer will issue a purchase order and Esri will invoice Customer for the travel and per diem expenses as set forth in the "Professional Services" section of this MA.

9.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all of its Learning and Services Credits.

9.9 Review of Proposed Activities. Any activities proposed to be completed under the EEAP will be subject to review and approval by Esri to ensure alignment with the intent of the program.

9.10 Invoicing

- a. Esri shall invoice Customer as quoted for the EEAP subscription, additional Learning and Services Credits, or Technical Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the EEAP subscription expiration date. Esri will extend the EEAP subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.
- b. Pricing for annual program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

9.11 Termination and Expiration. Upon termination or expiration of an EEAP subscription

- a. Technical Advisor, annual account planning session, and Activity Description services will end as of the expiration or termination date unless Customer renews its subscription;
- b. Unless either party terminates the EEAP subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the EEAP subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from their purchase date or termination of the EEAP agreement, whichever comes first.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGYDept. Code: TISType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 37663 - 17/18)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Professional Technical and Training ServicesFunding Source: General Funds and Enterprise FundsPSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 07/01/18 - 06/30/21 (3 years)PSC Mod#1 Amount: \$650,000 PSC Mod#1 Duration: no duration addedPSC Cumulative Amount Proposed: \$750,000 PSC Cumulative Duration Proposed: 3 years**1. Description of Work**

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

Training users on the citywide Enterprise Licensed Environmental Systems Research Institute Geographic Information System (GIS) software products, and Geographic Information System Project consulting, on an as-needed basis.

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

This service is necessary to provide training and project consulting for Citywide use of Environmental Systems Research Institute's Geographic Information System Software products on an as-needed basis. These services require special technical knowledge of Environmental Systems Research Institute products. These products are critical to the functions of twenty-eight City Departments and if denied will adversely affect their operations.

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

Yes, through PSC# 43213-14/15, which terminated when the prior Enterprise Agreement expired.

D. Will the contract(s) be renewed?

Yes.

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

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:

Services required on an intermittent basis and require proprietary technical knowledge of Environmental Systems Research Institute Geographic Information System Products that are not available to City staff and cannot access due to the proprietary nature of the Geographic Information System Software.

B. Reason for the request for modification:

This modification request is to increase the original approved PSC amount from \$100,000 to \$750,000. Following submission of the initial PSC request, the Department of Technology completed its negotiations with Environmental Systems Research Institute for a new three-year Enterprise Agreement. Part of the negotiations included the option for City departments to purchase the Environmental Systems Research Institute Enterprise Advantage Program which consists of 100 technical advisory hours and up to 100 learning and services credits. This option is available to departments at a set cost per year. Based on Department of Technology projections, if 10% of the City departments currently using Environmental Systems Research Institute Geographic Information System Software were to exercise said option, then the cumulative amount would exceed the original PSC amount of \$100,000. Thus, this modification request is being submitted to increase the PSC amount that would provide for such services on an as-needed basis.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Specify required skills and/or expertise: Specialized proprietary technical knowledge of Environmental Systems Research Institute Desktop and Server-side Geographic Information System Software products, Geographic Information System Technical Requirement and Solution Development, Geographic Information System Project Management and Implementation, Geographic Information System Software Training.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;
- 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.
Training and Project Consulting Services require extensive technical knowledge and expertise with proprietary Environmental Systems Research Institute Geographic Information System Software. Additionally, Project Consulting Services may require access to Environmental Systems Research Institute source codes that are proprietary to Environmental Systems Research Institute and not available to City employees.
- 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 the services

require technical knowledge and expertise with proprietary Environmental Systems Research Institute Geographic Information System Software, and access to Environmental Systems Research Institute source codes.

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, if any, will be for City Departments utilizing Environmental Systems Research Institute Geographic Information System Software on an as-needed basis. The approximate number of hours and the scope of any training will be determined when a Department identifies a Geographic Information System project they need assistance with. In all likelihood, Department projects will include planners, engineers, program analysts and/or business analysts that will receive training.
- 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.
Yes, Environmental Systems Research Institute

7. Union Notification: On 07/05/18, 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: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

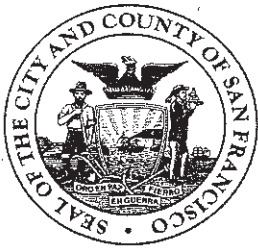
Address: One South Van Ness, 2nd Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 37663 - 17/18

DHR Analysis/Recommendation:
Commission Approval Required
08/20/2018 DHR Approved for 08/20/2018

08/20/2018
Approved by Civil Service Commission



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

MARK FARRELL
MAYOR

Sent Via Electronic Mail

KATE FAVETTI
PRESIDENT

May 14, 2018

F. X. CROWLEY
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

DOUGLAS S. CHAN
COMMISSIONER

SCOTT R. HELDFOND
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 47195-17/18; 49329-17/18; 45579-17/18; 47466-17/18; 41654-17/18; 41782-17/18; 43367-17/18; 40521-17/18; 47422-17/18; 43527-17/18; 45583-17/18; 48916-17/18; 40072-17/18; 46594-14/15; 39994-17/18; 43213-14/15; AND 41068-14/15.

ELIZABETH SALVESON
COMMISSIONER

At its meeting on May 7, 2018 the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

MICHAEL L. BROWN
EXECUTIVE OFFICER

1. Approved PSC #40072-17/18 with the condition the contract is amended to five years, until 2023 and the department to report back to the Commission.
2. Adopted the report. Approve the remaining requests for proposed Personal Services Contracts. This shall serve to notify the Office of the Controller and the Office of Contract Administration.

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

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

CIVIL SERVICE COMMISSION


MICHAEL L. BROWN
Executive Officer

Attachments

Cc: Sheila Arcelona, District Attorney
Cynthia Avakian, Airport
Alexander Burns, Department of Public Works
Jolie Gines, Department of Technology
Rod Goree, Municipal Transportation Agency
Jacquie Hale, Department of Public Health
Bill Irwin, Public Utilities Commission
Shamica Jackson, Public Utilities Commission
Taraneh Moayed, Public Utilities Commission
John Tsutakawa, Human Services Agency
Elaine Walters, Fire Department
Ben Rosenfield, Controller's Office
Jacquie Fong, Office of Contract Administration
Commission File
Chron

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)[Home >](#)**Posting For May 07, 2018****Proposed Modifications to Personal Services Contracts****Commission Hearing Date**

2018-05-07

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
46594 - 14/15 - MODIFICATIONS	May 7, 2018	DISTRICT ATTORNEY -- DAT	\$250,000	\$500,000	The pre-qualified vendors were selected through an RFQ issued on November 11, 2014 by the District Attorney's Office (SFDA). The vendors are to provide as-needed communications services to educate the public about crime prevention, on how to access the office's services, and about the office's initiatives. The intended services for SFDA's public awareness campaigns include messaging, branding, strategizing, and/or designing materials and public service announcements targeting San Francisco's diverse population.	03/30/2018	06/30/2020	REGULAR
39994 - 17/18 - MODIFICATIONS	May 7, 2018	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$400,000	\$499,000	The SFMTA (Agency) requires Drupal content management system technology services to support its www.sfmta.com website. In order to keep the website stable, secure, and optimized, the service provider will provide ongoing, as-needed support, including critical technical maintenance updates and support for ongoing feature and content needs.	10/01/2021	03/31/2022	REGULAR
43213 - 14/15 - MODIFICATIONS	May 7, 2018	GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS	\$0	\$750,000	Training users on the citywide Enterprise Licensed Esri Geographic Information System (GIS) Software products, and Geographic Information System (GIS) Project consulting	10/01/2018	09/30/2021	REGULAR
41068 - 14/15 - MODIFICATIONS	May 7, 2018	PUBLIC HEALTH -- DPH	\$12,000,000	\$24,000,000	The programs will provide opportunities for consumers with behavioral health challenges to engage in work development, training, and placement services to further enhance their path to wellness and recovery. The criteria for services are specified by DPH Behavioral Health Services and the California Department of Rehabilitation and includes San Francisco residents 18 and over, including transitional age youth, adults and older adults. Service coordinators also support the work of Behavioral Health Services clinicians by connecting consumers with community-based vocational, educational, and other services identified as needed by the consumer. Vocational rehabilitation training programs aim to empower consumers toward finding meaningful activities or employment and provide individualized	01/01/2018	10/31/2020	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					support to address any barriers that may impede their progress toward economic self-sufficiency and achieving vocational goals. The programs utilized evidence- based practices and work in collaboration with the consumer, family member, and other stakeholders to further develop vocational opportunities for consumers.			

TOTAL AMOUNT \$12,650,000

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 45761 - 15/16)

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

Type of Service: Workforce and Patient Experience Surveys

Funding Source: General Fund

PSC Original Approved Amount: \$2,000,000

PSC Original Approved Duration: 10/01/15 - 09/30/20 (5 years 1 day)

PSC Mod#1 Amount: \$900,000

PSC Mod#1 Duration: 01/01/18-01/31/23 (2 years 17 weeks)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 07/01/18-12/31/23 (47 weeks 5 days)

PSC Mod#3 Amount: \$3,550,656

PSC Mod#3 Duration: 01/01/24-03/31/26 (2 years 12 weeks)

PSC Cumulative Amount Proposed: \$6,450,656

PSC Cumulative Duration Proposed: 10 years 26 weeks

1. Description of Work

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

The contractor will develop, implement and report on surveys of Department of Public Health (DPH) patients and employees. Patient surveys will gather data and feedback from to increase DPH efforts to make care more patient-centered by identifying key areas for delivery system improvement and informing DPH efforts help patients manage their health. Patient experience data will also be used to compare health care quality by patients, providers, payers, policymakers and the general public, especially by patients wishing to compare provider information as they choose a provider. Workforce surveys will gather information and feedback from DPH employees measuring factors that contribute to overall job satisfaction, using on both paper and online methodologies, with a final statistical analysis and report back to DPH management. Surveys will be developed in partnership with DPH managers in order to customize them to DPH, with DPH retaining all data and reports.

Scope Change

Additional capacity to conduct real-time surveys, as well as other survey services needed throughout the Department which have been identified in the wake of implementation of the Department's Electronic Health Record (EHR) (Epic) system.

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

To help DPH be competitive as the provider of choice for the patient population newly eligible for its services under the Affordable Care Act, and to retain patients who already use DPH as their "medical home,

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, the Civil Service Commission approved modification #2 on August 6, 2018

D. Will the contract(s) be renewed?

If there is a need and funding is available.

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 PSC duration and amount are being extended to implement a new Request For Proposals (RFP) conducted to add real-time surveying services.

2. Reason(s) for the Request

A. Display all that apply

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

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

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

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

Explain the qualifying circumstances:

The initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed. The City does not currently have civil service classes which perform this work, and establishment of such a class would be impractical due to the specialized and intermittent nature of the work needed.

Additionally, federal law requires that these services be provided by a third party who reports results to the Contract Monitoring Division and the federal government. The law does not allow organizations to assess themselves, given the conflict of interest with reimbursement implications.

B. Reason for the request for modification:

The Department recently conducted a Request For Proposals (RFP) in order to secure a greater breadth of services which would include the capacity to conduct real-time surveys, as well as other survey services needed throughout the Department which have been identified in the wake of implementation of the Department's Electronic Health Record (EHR) (Epic) system. Real-time surveys are required for participation in the federal Medicaid/Medi-Cal Delivery System Reform Incentive Program (DSRIP) program in order to obtain reimbursement.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor must demonstrate experience in successful completion of other patient and workforce experience surveys in similar environments, e.g., governmental multi-site home health agencies, skilled nursing facilities, acute care trauma centers, primary care clinics, specialty care clinics, population health clinics, behavioral health,

dialysis clinics, and/or neurology clinics (related to patients who have had or are at risk of a stroke).

- B. Which, if any, civil service class(es) normally perform(s) this work? 2119, Health Care Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will have requisite software and experienced and available personnel to perform these time-limited, as-needed services.

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.
There are no existing civil service classes that currently do this work.
- 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 initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed, and the services are sufficient specialized that establishment of new classification would be impractical.

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.
In addition to previous training which is ongoing as refreshers and for new employees, new training will be provided to staff as to how to use software and equipment needed to implement surveys.
- 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.
NRC Health

7. **Union Notification:** On 02/19/21, 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45761 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

Hale, Jacquie (DPH)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Friday, February 19, 2021 2:27 PM
To: Hale, Jacquie (DPH); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Rossi, Ron (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 45761 - 15/16 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$3,550,656 for services for the period January 1, 2024 – March 31, 2026. 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/10551>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 45761 - 15/16)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Workforce and Patient Experience SurveysFunding Source: General FundPSC Original Approved Amount: \$2,000,000PSC Original Approved Duration: 10/01/15 - 09/30/20 (5 years 1 day)PSC Mod#1 Amount: \$900,000PSC Mod#1 Duration: 01/01/18-01/31/23 (2 years 17 weeks)PSC Mod#2 Amount: no amount addedPSC Mod#2 Duration: 07/01/18-12/31/23 (47 weeks 5 days)PSC Cumulative Amount Proposed: \$2,900,000PSC Cumulative Duration Proposed: 8 years 13 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The contractor will develop, implement and report on surveys of Department of Public Health (DPH) patients and employees. Patient surveys will gather data and feedback from to increase DPH efforts to make care more patient-centered by identifying key areas for delivery system improvement and informing DPH efforts help patients manage their health. Patient experience data will also be used to compare health care quality by patients, providers, payers, policymakers and the general public, especially by patients wishing to compare provider information as they choose a provider. Workforce surveys will gather information and feedback from DPH employees measuring factors that contribute to overall job satisfaction, using on both paper and online methodologies, with a final statistical analysis and report back to DPH management. Surveys will be developed in partnership with DPH managers in order to customize them to DPH, with DPH retaining all data and reports.

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

To help DPH be competitive as the provider of choice for the patient population newly eligible for its services under the Affordable Care Act, and to retain patients who already use DPH as their "medical home,

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 in the past through earlier PSC request. See 45761 - 15/16

D. Will the contract(s) be renewed?

If there is a need and funding is available.

- 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:
These services are important medical or health care services which has an initial contract term of five years, which may be extended beyond that.

2. Reason(s) for the Request

A. Display all that apply

- ☒ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- ☒ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- ☒ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).
- ☒ Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

The initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed. The City does not currently have civil service classes which perform this work, and establishment of such a class would be impractical due to the specialized and intermittent nature of the work needed. Additionally, federal law requires that these services be provided by a third party who reports results to the Contract Monitoring Division and the federal government. The law does not allow organizations to assess themselves, given the conflict of interest with reimbursement implications.

B. Reason for the request for modification:

Need to extend PSC end date to cover duration of contract. No change to scope or dollar amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor must demonstrate experience in successful completion of other patient and workforce experience surveys in similar environments, e.g., governmental multi-site home health agencies, skilled nursing facilities, acute care trauma centers, primary care clinics, specialty care clinics, population health clinics, behavioral health, dialysis clinics, and/or neurology clinics (related to patients who have had or are at risk of a stroke).
- B. Which, if any, civil service class(es) normally perform(s) this work? 2119, Health Care Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will have requisite software and experienced and available personnel to perform these time-limited, as-needed services.

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.

There are no existing civil service classes that currently do this work.

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 initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed, and the services are sufficient specialized that establishment of new classification would be impractical.

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 will be a data portal set up to house all the survey data, and there will be a need for webinars and other technical training as new DPH staff need to learn how to access the data.

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 06/14/18, 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45761 - 15/16

DHR Analysis/Recommendation:

08/06/2018

Commission Approval Required

Approved by Civil Service Commission

08/06/2018 DHR Approved for 08/06/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request: ☐ Initial ☒ Modification of an existing PSC (PSC # 40494 - 19/20)

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

Type of Service: Body Worn Camera Infrastructure Maintenance and Support

Funding Source: General Fund

PSC Original Approved Amount: \$525,000

PSC Original Approved Duration: 02/24/20 - 02/26/21 (1 year 3 days)

PSC Mod#1 Amount: \$540,000

PSC Mod#1 Duration: 02/27/21-02/26/22 (1 year)

PSC Cumulative Amount Proposed: \$1,065,000

PSC Cumulative Duration Proposed: 2 years 3 days

1. Description of Work

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

The contractor will provide maintenance and support of the San Francisco Police Department's (SFPD) Body Worn Camera (BWC) System, a law enforcement video data infrastructure with 2200 deployed units. Contracting staff will maintain and support the BWC eco-system of cameras, charging stations, fiber ring network, Azure cloud for evidence, evidence management through the portal and user/device management, desktop and mobile applications for uploading/tagging of metadata, and integrations with Computer Aided Dispatch for Records Management System.

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

It is critical for the SFPD to maintain the BWC system which impacts the evidence/camera footage for the SFPD and public. Denial of this request would jeopardize the infrastructure support system of the SFPD Body Worn Camera system.

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.
40494 - 19/20

D. Will the contract(s) be renewed?

It will be renewed if we are not able to secure requested Civil Service Classification positions.

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

Explain the qualifying circumstances:

The SFPD currently does not have the positions to cover the work needed.

B. Reason for the request for modification:

Continued need for body worn camera infrastructure support services

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor staff must have experience including, but not limited to, (1) Enterprise Software Solutions, (2) Audio Video streaming to cloud-based storage systems such as Microsoft Azure, (3) Ticketing Systems such as ServiceNow, (4) Troubleshooting and resolving Axon mobile application issues.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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 applicable and will be used to perform the work.
- 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. Civil Service classifications are available to cover the 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.
Contractor staff will train the civil service employees who will be hired to perform the 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.

Yes. Contractor will continue services.

7. Union Notification: On 02/25/21, 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: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Fl, San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40494 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/05/2021

Receipt of Union Notification(s)

From: [Wong, Genie \(POL\)](#)
To: [Timothy Mathews](#); [Store, Computer \(ADM\)](#); [Moosavi, Salma \(POL\)](#); [Ali, Mir Amanath \(POL\)](#); [Leung, Patrick \(POL\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Cc: [Emily Wallace](#)
Subject: RE: [pr_review] Form submission from: Information Request for Personal Services
Date: Thursday, February 25, 2021 1:56:00 PM
Attachments: [EIR-2021-03-01-2021.1.Emer.pdf](#)

Hi Timothy,

We are experiencing some problems with the PSC database which allowed me to enter the PSC Mod request, but cannot generate an email notification to you through the database after numerous attempts and technical assistance from DHR.

Attached is the entry that has been submitted. We anticipate this Mod request will be considered by the Civil Service Commission on April 5, 2021.

Best Regards,

Genie Wong
Contracts Manager
Fiscal Unit
San Francisco Police Department
1245 - 3rd Street, 6th Floor
San Francisco, CA 94158
(415) 837-7208 (office phone line forwarded to cell phone)

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

From: Wong, Genie (POL)
Sent: Friday, February 19, 2021 3:11 PM
To: Timothy Mathews <tmathews@sfpte21.org>; Store, Computer (ADM) <computer.store@sfgov.org>; Moosavi, Salma (POL) <salma.moosavi@sfgov.org>; Ali, Mir Amanath (POL) <amanath.ali@sfgov.org>; Leung, Patrick (POL) <patrick.n.leung@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-pescoordinator@sfgov.org>
Cc: Emily Wallace <ewallace@sfpte21.org>
Subject: RE: [pr_review] Form submission from: Information Request for Personal Services

Hi Timothy,

Thank you for speaking with us yesterday on our contract for body worn camera system support services. We appreciate your time explaining Local 21's position on hiring of civil service classification positions. SFPD will continue our efforts of hiring through the City process. However, at this time, we do need make a request to DHR/Civil Service Commission to review a modification for PSC 40494-19/20 due to immediate continued need for the work to be performed.

Best Regards,

Genie Wong
Contracts Manager
Fiscal Unit
San Francisco Police Department
1245 - 3rd Street, 6th Floor
San Francisco, CA 94158
(415) 837-7208 (office phone line forwarded to cell phone)

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

From: Timothy Mathews <tmathews@sfpte21.org>
Sent: Monday, February 8, 2021 11:05 AM
To: Store, Computer (ADM) <computer.store@sfgov.org>; Moosavi, Salma (POL) <salma.moosavi@sfgov.org>
Cc: Emily Wallace <ewallace@sfpte21.org>
Subject: RE: [pr_review] Form submission from: Information Request for Personal Services

This message is from outside the City email system. Do not open links or attachments from untreated sources.

Salma,

Local 21 objects to this PSR. This bargaining unit work should be done with in-house forces and not contracted out.

Please provide a number of dates/times when we can conduct a Meet and Confer over this PSR.

Thank you,

-Timothy

Timothy Mathews
Pronouns: He/Him/His
Research Specialist

IFPTE Local 21
1167 Mission Street, 2nd Floor
San Francisco, CA 94103

Office: 415-914-7345

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

From: union21@sfpte21.org <union21@sfpte21.org>
Sent: Wednesday, February 3, 2021 11:05 PM
To: pr_review@googlegroups.com; computer.store@sfgov.org; Union21 <union21@sfpte21.org>
Subject: [pr_review] Form submission from: Information Request for Personal Services

Submission:

Submitted by Anonymous on Wed, 02/03/2021 - 11:04pm

ADPICS No:
00001873.17

Department Name:
POL

Type of Request:
Annual

If this is not an initial request, date of last request:
Wednesday, February 3, 2021

Cost of Project:
\$540 000.00

Detailed Description of Proposed Work:
Positions: 4

San Francisco Police Department (SFPD) Technology Division is requesting 4 Body Camera Technical Support Consultants for maintenance and support of Body Worn Cameras (BWC), SFPD's law enforcement video data infrastructure. Currently the department has deployed Axon Body Cameras to all sworn members in the field. The BWC eco-system consists of BWC hardware devices, BWC docking stations for charge, fiber ring for network, Azure cloud for evidence portal and user/device management through administration portal, desktop & mobile applications for upload-tagging of metadata and integrations with CAD for RMS. These consultants would require to maintain and support any of the components defined above, assist with inventory of equipment, provisioning BWC for repairs or recruit classes & new deployments, user management, issues with evidence portal, desktop & mobile applications.

Expected Ending Date:
Tuesday, February 22, 2022

Do you foresee a need for this service beyond the duration you are requesting?

If yes, explain:

Our Body Worn Cameras Contract is up for renewal, if this is bid out and another solution is procured, then we would not be needing services beyond one year.

Have you contacted other IT departments to verify that the work cannot be performed in-house by a civil servant?:

Yes

Specify required skills and/or expertise:

Specialized Skills required - users need to understand the Body Worn Cameras ECO-System to be able to support various components. Must have experience in maintenance & support of Enterprise Software Solutions.

- Must possess experience with Audio Video streaming to cloud-based storage systems such as Microsoft Azure.
- Must have recent (within last 2 years) experience with help desk support environment to field support calls from end-users and resolve them.
- Must be able to provision user accounts in Active Directory and troubleshoot login issues.
- Must have working knowledge of ticketing system preferably ServiceNow.

Consultants will document each incident and service request in SFPD's ticketing system.

- Must have experience in provisioning, setup & testing of mobile applications on Android Smartphones. Consultants are expected to troubleshoot Axon mobile application issues and bring them to resolution.
- Must be able to support end-users with Microsoft O365 products, email provisioning & support. sales@21itech.com
- Must be able to troubleshoot any video upload/retrieval issues with any of the front-end applications into the Azure cloud and identify if the issue is with network, firewall or portal itself.
- Must be able to support other law enforcement applications in the field on desktop, mobile platforms such as MDT (Mobile Data Terminal), Tablets or smartphones.
- Must have excellent interpersonal skills: such as communication skills, active listening and customer centric support.
- Must be able to pass Police Background Investigation and pass Police Live Scan (DDJ) and (FBI).
- Must have a valid driver's license issued by California Department of Motor Vehicles (DMV) or any other state in the 50 States of the United States.
- Must be able to lift 50 lbs.
- Must possess Bachelor Degree or Associate in Technical Field with Min A+ Certification. Experience can be substituted in lieu of formal education and certifications.
- Technical experience requires video synchronization for software with a

- Technical Consultant must be able to travel to the Precincts/Stations where officers may be located to perform the swaps/repair or troubleshoot and resolve connectivity issues with hardware components such as docking stations, network or software website

Which city department(s) have employees whom could perform this work order?
For each such department, why can't it?:

Primary reason for outsourcing:
Temporary Need for Special Skills

Would it be practical to adopt a new civil service class to perform this work? Explain:
No, as 1093 Skills with specialized product training and experience in supporting users for over 3 to 6 months is needed to support customer base in our environment.

Will the contractor train city and county employees?:
No

Will this service be brought in-house?:
If product eco-system changes this service will not be brought in-house and we will no longer need the skills

Are the proposed services currently being performed by a contractor? If so, identify the contractor:
Yes (World Wide Technology)

Hourly Rate:
\$63.00/hour

Name: Salma Moosavi

Email:
salma.moosavi@sfgov.org

Phone Number:
4153610247

Address:
1245 Third Street 4th Floor

Date: Wednesday, February 3, 2021

Page 169

Additional Attachment(s)



LONDON N. BREED
MAYOR

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3RD Street
San Francisco, California 94158



WILLIAM SCOTT
CHIEF OF POLICE

Date: March 15, 2021

To: Suzanne Choi
Citywide PSC Coordinator
Department of Human Resources

Sandra Eng
Executive Director
Civil Service Commission

From: Patrick Leung 
Chief Financial Officer
San Francisco Police Department

RE: Request Civil Service Commission Review of PSC 40494-19/20 Mod 1

Background

The San Francisco Police Department's (SFPD) Body Worn Camera project has been implemented since 2016 and requires specialized technical service experience including, but not limited to:

- Video synchronization for software with a Body Camera ecosystem and body camera hardware with network routing for video upload and retrieval;
- Working with enterprise software support solutions; and
- Working Audio Video streaming to storage systems in Microsoft Azure cloud space.

On February 3, 2021, the San Francisco Police Department (SFPD) Technology Division submitted a Personal Services Request (PSR) to the City's Technology Marketplace for a Body Worn Camera Technical Support Contractor for maintenance and support of the network of Body Worn Cameras (BWC), SFPD's law enforcement video data infrastructure. This \$540,000 request is for a one-year period for continuation of current work already underway by a contractor approved the City's Technology Marketplace. Denial of this request would jeopardize the infrastructure support system of the SFPD Body Worn Camera system. Local 21 objects to the SFPD contracting out this service. Below is a recent timeline of SFPD correspondence with Local 21.

Timeline

- February 3, 2021- submitted PSR to Local 21 for review
- February 8, 2021 – Local 21 objected and requested to meet and confer
- February 18, 2021 – Both parties met and could not agree on path forward. SFPD planned to hire 2-1093 positions in 2020, but the City hiring freeze in March 2020 prevented recruitment. With the extended impact of COVID-19, the City forecasted economic and financial losses totaling

\$1.5 billion for its FY21 & FY22 budget cycle. In May 2020, the Mayor's Office instructed all City departments to reduce General Fund support by 10 percent to help rebalance the budget. Additional instructions included a freeze on new hiring for non-essential workers, a pause on non-essential capital projects, and a pause on new programs that have not yet begun. Until positions are approved for hiring again, SFPD will need to continue contracting services starting at the end of April 2021. Local 21 maintains their position that the contracted funds should be transferred to fund Local 21 represented positions.

Permanent Civil Service Positions

The SFPD Project Manager overseeing the Body Camera Infrastructure has requested Civil Service Classification positions to fulfill this service need since 2016, but has not been successful in obtaining any. All vacant positions were cut from the budget last year so we do not have the positions to hire for this service. Furthermore, any position additions we *might* be able to hire for must be aligned with the Mayor's priorities for police reform, such as 1800 series analysts, and then verified by the Board of Supervisors through their approval/cut process in June.

Contracting is a temporary stop-gap measure to handle workload until permanent civil service employees can be hired. In addition, the SFPD Technology Division is researching possible technology solutions with Axon, the manufacturer of SFPD's body worn cameras, to reduce or eliminate the need for this support service in the future.

Request

The SFPD is requesting this PSC modification be reviewed by the Civil Service Commission on April 5, 2021. Please contact me at (415) 837-7213 or Amanath Ali at (415) 837-7306 if you have any questions or concerns.

From: Timothy Mathews
To: Wong, Genie (POL); Store, Computer (ADM); Moosavi, Salma (POL); Ali, Mir Amanath (POL); Leung, Patrick (POL); DHR-PSCCoordinator, DHR (HRD)
Cc: Emily Wallace
Subject: RE: [psr_review] Form submission from: Information Request for Personal Services
Date: Wednesday, March 10, 2021 12:03:38 PM

Thanks Genie,

Yeah, the PSC database has been acting up lately - lots of strange emails have been launching in the evenings.

We will e-see y'all at the Civil Service Commission.

-Timothy

Timothy Mathews
Pronouns: He/him/his
Research Specialist

IFPTE Local 21
1167 Mission Street, 2nd Floor
San Francisco, CA 94103

Office: 415-914-7345

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

From: Wong, Genie (POL) <Genie.Wong@sfgov.org>
Sent: Thursday, February 25, 2021 1:56 PM
To: Timothy Mathews <tmathews@ifptc21.org>; Store, Computer (ADM) <computer.store@sfgov.org>; Moosavi, Salma (POL) <salma.moosavi@sfgov.org>; Ali, Mir Amanath (POL) <amanath.ali@sfgov.org>; Leung, Patrick (POL) <patrick.n.leung@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Cc: Emily Wallace <ewallace@ifptc21.org>
Subject: RE: [psr_review] Form submission from: Information Request for Personal Services

Hi Timothy,

We are experiencing some problems with the PSC database which allowed me to enter the PSC Mod request, but cannot generate an email notification to you through the database after numerous attempts and technical assistance from DHR.

Attached is the entry that has been submitted. We anticipate this Mod request will be considered by the Civil Service Commission on April 5, 2021.

Best Regards,

Genie Wong
Contracts Manager
Fiscal Unit
San Francisco Police Department
1245 - 3rd Street, 6th Floor
San Francisco, CA 94158
(415) 837-7208 (office phone line forwarded to cell phone)

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

From: Wong, Genie (POL)
Sent: Friday, February 19, 2021 3:11 PM
To: Timothy Mathews <tmathews@ifptc21.org>; Store, Computer (ADM) <computer.store@sfgov.org>; Moosavi, Salma (POL) <salma.moosavi@sfgov.org>; Ali, Mir Amanath (POL) <amanath.ali@sfgov.org>; Leung, Patrick (POL) <patrick.n.leung@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Cc: Emily Wallace <ewallace@ifptc21.org>
Subject: RE: [psr_review] Form submission from: Information Request for Personal Services

Hi Timothy,

Thank you for speaking with us yesterday on our contract for body worn camera system support services. We appreciate your time explaining Local 21's position on hiring of civil service classification positions. SFPD will continue our efforts of hiring through the City process. However, at this time, we do need make a request to DHR/Civil Service Commission to review a modification for PSC 40494-19/20 due to immediate continued need for the work to be performed.

Best Regards,

Genie Wong
Contracts Manager
Fiscal Unit
San Francisco Police Department
1245 - 3rd Street, 6th Floor
San Francisco, CA 94158
(415) 837-7208 (office phone line forwarded to cell phone)

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

From: Timothy Mathews <tmathews@ifptc21.org>
Sent: Monday, February 8, 2021 11:05 AM
To: Store, Computer (ADM) <computer.store@sfgov.org>; Moosavi, Salma (POL) <salma.moosavi@sfgov.org>
Cc: Emily Wallace <ewallace@ifptc21.org>
Subject: RE: [psr_review] Form submission from: Information Request for Personal Services

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Salma,

Local 21 objects to this PSR. This bargaining unit work should be done with in-house forces and not contracted out.

Please provide a number of dates/times when we can conduct a Meet and Confer over this PSR.

Thank you.

-Timothy

Timothy Mathews
Pronouns: He/him/his
Research Specialist

IFPTE Local 21
1167 Mission Street, 2nd Floor
San Francisco, CA 94103

Office: 415-914-7345

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

From: union21@ifptc21.org <union21@ifptc21.org>
Sent: Wednesday, February 3, 2021 11:05 PM
To: psr_review@googlegroups.com, computer.store@sfgov.org, Union21 <union21@ifptc21.org>
Subject: [psr_review] Form submission from: Information Request for Personal Services

Submission:

Submitted by Anonymous on Wed, 02/03/2021 - 11:04pm

ADPICS No:
0000187317

Department Name:
POL

Type of Request:
Annual

If this is not an initial request, date of last request:
Wednesday, February 3, 2021

Cost of Project:
\$540,000.00

Detailed Description of Proposed Work:
Positions: 4

San Francisco Police Department (SFPD) Technology Division is requesting 4 Body Camera Technical Support Consultants for maintenance and support of Body Worn Cameras (BWC), SFPD's law enforcement video data infrastructure. Currently the department has deployed Axon Body Cameras to all sworn members in the field. The BWC eco-system consists of BWC hardware devices, BWC docking stations for charge, Fiber ring for network, Azure cloud for evidence portal and user/device management through administration portal, desktop & mobile applications for upload/tagging of metadata and integrations with CAD for RMS. These consultants would require to maintain and support any of the components defined above, assist with inventory of equipment, provisioning BWC for repairs or recruit classes & new deployments, user management, issues with evidence portal, desktop & mobile applications.

Expected Ending Date:
Tuesday, February 22, 2022

Do you foresee a need for this service beyond the duration you are requesting?

If yes, explain:

Our Body Worn Cameras Contract is up for renewal, if this is bid out and another solution is procured, then we would not be needing services beyond one year.

Have you contacted other IT departments to verify that the work cannot be performed in-house by a civil servant?

Yes

Specify required skills and/or expertise:

Specialized Skills required - users need to understand the Body Worn Cameras ECO System to be able to support various components - Must have experience in maintenance & support of Enterprise Software Solutions.

- Must possess experience with Audio Video streaming to cloud-based storage

- Must have recent (within last 2 years) experience with help desk support environment to field support calls from end-users and resolve them.
- Must be able to provision user accounts in Active Directory and troubleshoot login issues.
- Must have working knowledge of ticketing system preferably ServiceNow, Consultants will document each incident and service request in SFDD 's ticketing system.
- Must have experience in provisioning, setup & testing of mobile applications on Android Smartphones, Consultants are expected to troubleshoot Aton mobile application issues and bring them to resolution.
- Must be able to support end-users with Microsoft 365 products email provisioning & support. sales@21tech.com
- Must be able to troubleshoot any video upload/retrieval issues with any of the front-end applications into the Azure cloud and identify if the issue is with network, firewall or portal itself.
- Must be able to support other law enforcement applications in the field on desktop, mobile platforms such as MJIT (Mobile Data Terminal), Tablets or smartphones.
- Must have excellent interpersonal skills, such as communication skills, active listening and customer centric support.
- Must be able to pass Police Background Investigation and Pass Police Live Scan (DUI and FBI).
- Must have a valid driver's license issued by California Department of Motor Vehicles (DMV) or any other state in the 50 States of the United States.
- Must be able to lift 50 lbs.
- Must possess Bachelor Degree or Associate in Technical Field with Min A+ Certification. Experience can be substituted in lieu of formal education and certifications.
- Technical experience requires video synchronization for software with a Body Camera ecosystem and body camera hardware with network routing for video upload and retrieval.

The Consultant must be located to provide the software/trainers at Precinct/Stations where officers may be located to perform the software/trainers or troubleshoot and resolve connectivity issues with hardware components such as docking stations, network or software wireless

Which city department(s) have employees whom could perform this work order?
For each such department, why can't it?:

DTIS

Primary reason for outsourcing:
Temporary Need for Special Skills

Explain why the civil service classes above cannot perform this work:
Currently the project contract for Axon will be ending next year. This may be bid out to marketplace at point which we may have completely new products in SFPD. If this happens, we will not need these services

Would it be practical to adopt a new civil service class to perform this work? Explain:
No, as 1093 Skills with specialized product training and experience in supporting users for over 3 to 6 months is needed to support customer base in our environment.

Will the contractor directly supervise/discipline city and county employees?
No

Will the contractor train city and county employees?
No

Are there legal mandates or federal or state grant requirements regarding the use of contractual services?:
None

Will this service be brought in-house?:
If product eco-system changes this service will not be brought in-house and we will no longer need the skills

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

Are the proposed services currently being performed by a contractor? If so, identify the contractor:
Yes (World Wide Technology)

Estimated number of hours needed
2 080hours

Hourly Rate:
\$63.00/hour

Department Head Name:
William Sanson-Mosier

Name:
Salma Moosavi

Email: salma.moosavi@sfgov.org

Phone Number:
4153610247

Address:
1245 Third Street 4th Floor

Date: Wednesday, February 3, 2021

[illegible]

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POLDept. Code: POLType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular ☐ Annual ☐ Continuing ☐ (Omit Posting)Type of Service: Body Worn Camera Infrastructure Maintenance and SupportFunding Source: General FundPSC Duration: 1 year 3 daysPSC Amount: \$525,000**1. Description of Work**

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

The contractor will provide maintenance and support of the San Francisco Police Department's (SFPD) Body Worn Camera (BWC) System, a law enforcement video data infrastructure with 2200 deployed units. Contracting staff will maintain and support the BWC eco-system of cameras, charging stations, fiber ring network, Azure cloud for evidence, evidence management through the portal and user/device management, desktop and mobile applications for uploading/tagging of metadata, and integrations with Computer Aided Dispatch for Records Management System.

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

It is critical for the SFPD to maintain the BWC system which impacts the evidence/camera footage for the SFPD and public. Denial of this request would jeopardize the infrastructure support system of the SFPD Body Worn Camera system.

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 PSC request. Service is now being provided by a contractor approved by the City's Technology Marketplace.

D. Will the contract(s) be renewed?

It will be renewed if we are not able to secure requested Civil Service Classification positions.

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 SFPD currently does not have the positions to cover the work needed.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor staff must have experience including, but not limited to, (1) Enterprise Software Solutions, (2) Audio Video streaming to cloud-based storage systems such as Microsoft Azure, (3) Ticketing Systems such as ServiceNow, (4) Troubleshooting and resolving Axon mobile application issues.

B. Which, if any, civil service class(es) normally perform(s) this work? 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III; 1094, IT Operations Support Administrator IV; 1095, IT Operations Support Administrator V;

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

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

City?

The Department has requested four positions. Two positions have recently been approved and will be filled after interviews and SFPD, Department of Justice, and Federal Bureau of Investigations background checks.

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 applicable and will be used to perform the work.

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. Civil Service classifications are available to cover the 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.

Yes. Contractor staff will train the civil service employees who will be hired to perform the 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.

No.

7. Union Notification: On 12/12/2019, 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: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Fl San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40494 - 19/20

DHR Analysis/Recommendation:

action date: 02/03/2020

Commission Approval Required

Approved by Civil Service Commission with conditions

02/03/2020 DHR Approved for 02/03/2020