



London Breed
Mayor

Carol Isen
Human Resources Director

Date: November 3, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen
Human Resources Director

From: Joan Lubamersky / Lynn Khaw, GSA
Thomas Chen, DEM
Terry Jones, HRC
Karen Henderson, MYR
Kelly Hiramoto, DPH
Shawndrea Hale / Daniel Kwon, PUC
Alexander Burns, DPW
Jolie Gines, TIS
Cynthia Avakian, AIR
Henry Gong, TIS/SHF

Subject: **Personal Services Contracts Approval Request**

This report contains eighteen (18) 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 23/24 to date:

Total of this Report	YTD Expedited Approvals FY2023-2024	Total for FY2023-2024
\$136,845,332	\$344,575,664	\$2,898,469,895

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POSTING FOR

November 20, 2023

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
40886 - 23/24	GENERAL SERVICES AGENCY - CITY ADMIN	\$700,000.00	Parking Garage operation and management at the 1650 Mission Street Garage consisting of monthly parking for 105 vehicles. Services will include maintenance of facility and valet parking. The location consists of monthly parking for vehicles. The location is used by the public and City staff.	January 31, 2024	January 29, 2029	REGULAR
49867 - 23/24	GENERAL SERVICES AGENCY - CITY ADMIN	\$20,000,000.00	Contractors will provide high volume and high quality electronic conversion of City records to digital images in rapid time. The records included varying from large documents such as maps and drawings to archival records, to books, to confidential personal records, and other bound records. Contractors will take large volumes of records, convert/scan records at a rapid pace, index the data, deliver the data, and either return or destroy the records as required by City departments. In some cases, contractors will provide storage when original records must be stored instead of shredding.	February 1, 2024	January 30, 2029	REGULAR
40708 - 23/24	DEPARTMENT OF EMERGENCY MANAGEMENT	\$45,000,000.00	Department of Emergency Management (DEM) provides the Primary 911 Public Safety Answering Point (PSAP) for the City and County of San Francisco. The core Information Technology (IT) system for processing 911 calls and dispatching San Francisco Fire Department (SFFD), San Francisco Police Department(SFPD), San Francisco Sheriff's Department	December 1, 2023	November 30, 2038	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>(SFSO) and San Francisco Municipal Transportation Agency (SFMTA) responders is the Computer Aided Dispatch system (CAD). DEM is replacing its current CAD platform which went live in 2014 and is at End of Life (EOL) with the new Motorola Premiere One CAD Platform. This will consist of deploying a customized hardware stack and customized, proprietary software developed by Motorola Solutions.</p> <p>These services will provide DEM with the required project management, implementation, train-the-trainer, warranty, maintenance and 24/7/365 support services to implement and maintain the proprietary Motorola Premiere One CAD system.</p>			
42533 - 22/23	HUMAN RIGHTS COMMISSION	\$750,000.00	<p>The Human Rights Commission seeks to engage professional community engagement partners and event planners to help in the coordination and logistics of multiple community engagement events and focus groups to be held throughout the funding cycle. These events will be a part of important department outreach initiatives to connect directly with San Francisco citizens and gain feedback from key stakeholders. These events will allow the department to confer directly with nonprofit organizations providing services in the city, community members as well as the recipients of community and/or city services.</p>	August 1, 2023	June 30, 2025	REGULAR
41953 - 23/24	MAYOR	\$2,250,000.00	<p>The Contractor shall customize, provide licensing and support, and maintain an end-to-end web-based grants management system identified by the City as Grants Management System (GMS) to provide the functionalities described below for at least 1,000 Users</p>	December 1, 2023	November 30, 2032	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>with varying levels of access, as well as a wide variety of experience in the use of online tools.</p> <p>The System must provide Mayor[s Office of Community Development (MOHCD) staff and potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, and Agency and User setup and administration. Services provided shall include System planning and management, including but not limited to, requirements and design, integration, testing, acceptance, deployment, data migration (if applicable), training, and maintenance. Developer and Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. Live phone support is highly preferred.</p> <p>The System must include all products and services required for successful implementation, as well as System maintenance and updates over the full term of the Agreement. Services may include, but not be limited to, business process and technical assessment and recommendations, project planning, System implementation, data migration (if applicable) and troubleshooting, acceptance testing, training, and support.</p>			
45971 - 22/23	PUBLIC HEALTH	\$2,000,000.00	The Department will contract for an on-premise instrument manager application. The instrument manager application is a middleware product that will connect the hospital lab instruments at Zuckerberg San Francisco General Hospital's (ZSFG) Clinical	November 15, 2023	June 30, 2028	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>Laboratory and Public Health Lab to the Hospital EHR Laboratory Information System. The instrument manager communicates lab results directly from the testing instruments to patient charts, fully automating results inside Epic health records. The instrument manager software eliminates manual input, and risks in data input inaccuracies.</p> <p>The professional services piece of this contract will be the implementation, training, testing and maintenance portion, required to use the on-premise software. The owner of the proprietary software, is the only organization that is able to provide support and staff to implement, train, test and maintain the system.</p>			
40006 - 23/24	PUBLIC UTILITIES COMMISSION	\$1,700,000.00	<p>The purpose of this contract is to provide supplemental semi-annual and annual maintenance, calibration and as-needed repair services and hands-on-training for Wastewater Enterprise (WWE) maintenance staff to maintain its boilers located at various wastewater facilities. Work under this contract includes maintenance and hands-on-training to the firing head, burner, burner windbox, tubes, refractory and filters. Work will also include emissions testing during the semi-annual and annual maintenance, to comply with Bay Area Air Quality Management District (BAAQMD) permits for operation of the boilers on dual fuel, natural gas and digester gas.</p> <p>This contract is to supplement semi-annual and annual maintenance tasks and any unplanned emergency as-needed repair work that cannot be performed by existing City staff. The Contractor will provide hands-on-training and knowledge for WWE maintenance staff. WWE maintenance staff does monthly maintenance and</p>	February 1, 2024	January 31, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			limited as-needed repair work. The maintenance staff does not have the expertise, knowledge and manpower to perform all the supplemental semi-annual and annual maintenance tasks at this time. This limited scope of work will not offset future staff work. As staff receive training and become proficient with the boilers, the intent will be to transfer the maintenance tasks and emergency as-needed repair work to WWE maintenance staff.			
<u>42574 - 23/24</u>	PUBLIC UTILITIES COMMISSION	\$300,000.00	<p>The Consultant will assist SFPUC in conducting a nationwide search to fill the high-level positions which are critical to the San Francisco Public Utilities Commission (SFPUC) by recruiting candidates, screening candidates, conducting interviews, vetting candidates, and assisting in negotiations. Staff from the proposed Recruitment Services Firm will meet with Executive Staff and other stakeholders of the SFPUC to determine the core competencies, prepare a work plan with detailed timeline to conduct a search and identify top qualified candidates.</p> <p>Additional activities include, but are not limited to the following Task Descriptions (1-5): 1) Meet with subject matter experts to obtain in-depth knowledge of position requirements, organizational needs, competencies and ideal candidate; 2) Develop recruitment strategy including development of refined job description, developing advertisement materials and diversity strategy; 3) Build candidate pool and source candidates through active recruitment and network; 4) Present candidate pool to organization, vetting candidate qualifications, conduct reference / background checks;</p>	February 1, 2024	January 31, 2028	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			5) Establish final selection process with SMEs and work with organization to make a selection.			
47681 - 23/24	PUBLIC UTILITIES COMMISSION	\$2,000,000.00	<ul style="list-style-type: none"> • Bank or third-party Electronic Bill Payment and Presentment System (EBPP) services: Electronic presentment of SFPUC bills to current and future bill pay customers through an EBPP Service. • Bill pays consolidation services: Consolidation of electronic bill payment volumes produced through the various service providers in the industry. • Branded EBPP services: Vendor hosted SFPUC branded EBPP Service to electronically deliver bills and accept electronic payments to/from SFPUC. • Alternate and emerging electronic bill presentment and payment services; optional services and technologies that help SFPUC increased use of EBPP, reduce paper bills and / or increase electronic payments • Marketing and promotion services: Increase enrollment of SFPUC customers into SFPUCs branded EBPP Service 	September 1, 2024	August 31, 2029	REGULAR
47933 - 23/24	PUBLIC UTILITIES COMMISSION	\$1,545,332.00	Provide emergency technical support 24-hours a day, maintenance, and remote monitoring of the Distributed Controls System (DCS) software and hardware modules, software patches and upgrades, and phased equipment upgrades at the Southeast and Oceanside Plants. It also establishes a procedure to keep Wastewater Enterprise (WWE) systems up-to-date, which will allow WWE to effectively manage the wastewater treatment systems.	January 1, 2024	June 1, 2027	REGULAR
48314 - 23/24	PUBLIC UTILITIES COMMISSION	\$2,000,000.00	The SFPUC's capital infrastructure projects are covered by a Project Labor Agreement which establishes a	July 1, 2024	June 30, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>uniform process for contractors to facilitate the hiring and management of their professional trades workforce during the construction activities on our capital projects. The agreement further provides a process by which unions and contractors can work with local area community service providers and partners to identify, recruit and train local workers in pre-apprenticeship programs to foster career pathways into the trades for local residents in order to meet mandatory Federal, State, and local workforce requirements, including the State's Journey to Apprentice ratios and the City's Local Hire Policy for construction.</p> <p>In order to ensure contractors have the ability to recruit local workers with the necessary skills to participate on our capital projects, the SFPUC supports local community organizations with providing union-approved, multi-craft core curriculum, and pre-apprenticeship construction skills and awareness training. Successful graduates can be referred into local area union apprenticeships, including but not limited to, Carpenters, Laborers, Operating Engineers, and Electricians apprenticeships to work on our heavy civil projects and/or other projects in their area.</p>			
<u>49639 - 23/24</u>	PUBLIC UTILITIES COMMISSION	\$2,000,000.00	<p>Research conducted in the SFPUC Watersheds under this agreement will meet the following objectives:</p> <ol style="list-style-type: none"> 1. Sustain the vegetation health, biodiversity, and enhance habitat and ecosystem services on SFPUC urban and wildland urban interface lands by addressing invasive species issues, drought, climate change, fire risk and other threats. 2. Sustain Bay Area biodiversity and ecosystems by investigating interconnections among changes caused 	December 1, 2023	June 1, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>by biotic and abiotic factors, such as temperature; quantity and quality of available water; native, non-native, and invasive plants, animals, pests, and pathogens; and past and current stewardship actions on SFPUC Watershed lands.</p>			
			<p>3. Use a science-based approach to improve success and efficiency of SFPUC restoration and conservation activities and manage vegetation in forests, wildlands, open space areas and other vegetated lands in the wildland urban interface or other disturbed lands in the Greater San Francisco Bay Area.</p>			
			<p>Primary studies will investigate tree decline and water relations in the wildland-urban interface and gather data that quantifies how trees survive in prolonged drought periods, the impact of native or exotic tree water-use during drought and/or storms on the water balance and how trees in the Bay Area wildland urban interface lands will respond to future climate extremes. Climate extremes call for research to determine how heat and drought, storms and flooding impact plant health and mortality risk, and related consequences for fuels profiles, tree regeneration, and weed invasion. Water-relations and hydrological drivers of tree water availability will be evaluated and opportunities to capitalize on plants natural water use efficiency characteristics will be explored. Finally, aspects of tree and plant health and the ecosystem services they provide will be examined.</p>			
			<p>A second suite of projects will examine riparian forest health and how to improve habitat restoration in riparian systems. SFPUC has concerns about the health of native California sycamores (<i>Platanus racemosa</i>) and sycamore riparian habitat (a defined sensitive natural</p>			

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			community) across its range and within areas managed by the San Francisco Public Utilities Commission. Increased mortality of mature trees has been reported over the past several decades, along with lower-than-expected levels of fruit production and poor recruitment of both seedlings and resprouts. In Bay Area restoration sites, planting nursery-origin sycamores has yielded relatively low success rates, and restoration activities in the area have been implicated for unintentional introductions of soil-borne Phytophthora (a concerning plant pathogen) species. Research under this agreement will continue to inventory and track overstory tree health as well as investigate causes of declining health and mortality of overstory trees and sycamore regeneration. Sycamore anthracnose (<i>Apiognomonium platani</i>), Phytophthora diseases, canker diseases (e.g., <i>Macrodiplodiopsis desmazieri</i>), wood-decay, and abiotic factors will be examined in detail.			
<u>49492 - 23/24</u>	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$6,000,000.00	The Request for Proposal (RFP) Solicitation is seeking Contract Management / Project Controls (CM/PC) professional services during design and construction of the public work portion of a public / private joint development project. The CM/PC consultant team will support of the City's core Project Management/Construction Management (PM/CM) team in managing and administering the design and construction period performed under the City's first Design-Build-Finance-Operate-Maintain (DBFOM) Agreement which the City will execute directly with an infrastructure development team. This project delivery method and DBFOM Project Agreement contemplates a unique commercial structure and contracting approach where the lead infrastructure developer enters into a	April 1, 2024	April 1, 2031	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>subcontract with a design-build contractor to perform all design and construction work. For this reason, the roles and responsibilities of the City's core PM/CM team which will be supported by the CM/PC consultant team are different than traditional design-build delivery.</p> <p>Due to the streamlined approach to contract management of design and construction performed under a DBFOM project delivery method, this RFP is seeking a streamlined Consultant Team to perform the Scope of Services. Of the limited number individuals who would constitute the Consultant Team who is selected to perform this Scope of Services, these individuals are expected to be highly specialized with demonstrated experience meeting the minimum qualifications including experience administering a DBFOM Agreement with project-specific commercial and financial provisions and management systems tailored to this type of agreement and risk allocation.</p>			
<u>49802 - 23/24</u>	GENERAL SERVICES AGENCY - TECHNOLOGY	\$9,900,000.00	<p>Contractor will provide services to monitor and administer Avaya telephone Switches and telecom used by all City departments. These 24x7 services include:</p> <ol style="list-style-type: none"> 1. Monitor and respond to alarms and resolve failures in a timely manner in accordance with Service Level Agreement. 2. Regularly install the most current released software versions and patches for all covered equipment. 3. Maintain accurate equipment records, routing guides (runbooks), and network maps that are updated after all system migrations, upgrades, relocations, redeployments, and disconnections. 4. Reduce active port counts as certain City departments migrate away from their legacy Avaya infrastructure. 	December 1, 2023	November 30, 2028	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
<u>42280 - 23/24</u>	PUBLIC HEALTH	\$500,000.00	As needed, temporary, supplemental and accredited cancer registry personnel services for the Health Information Management System (HIMS) department of San Francisco Health Network which includes Zuckerberg San Francisco General Hospital (ZSFGH) and Laguna Honda Hospital (LHH). This service assists current staff to manage and maintain the Cancer Registry for abstracting cancer cases as required by Federal and State laws, meet standards of the Joint Commission and American College of Surgeons, conduct case finding and studies, and maintain documentation for the tumor board. The service is needed to meet unanticipated workload peaks in demand and whenever accredited staff is unavailable.	December 1, 2023	November 30, 2027	REGULAR

TOTAL AMOUNT \$96,645,332

Posting For November 20, 2023

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2023-11-20

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
43332 - 16/17 - MODIFICATIONS	November 20, 2023	AIRPORT COMMISSION - AIR	-\$40,000,000	\$420,000,000	Project Management Support Services (PMSS) and Design Build (DB) teams will manage and complete the design and construction of the International Terminal Building (ITB) Refresh Project at the San Francisco International Airport (Airport). Services include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. This project includes renovation of the International Terminal to improve passenger processing, design and construction of modifications to the arrivals and departures levels, including upgrades to the security screening checkpoints, Federal Inspection Service Area, security and access control systems and equipment, Customs and Borders Protection (CBP) support areas, and various utility and support infrastructure upgrades. Of the PSC Amount requested, construction costs will account for an estimated \$322,000,000.	10/15/2024	12/31/2026	REGULAR
46791 - 19/20 - MODIFICATIONS	November 20, 2023	PUBLIC HEALTH -- DPH	\$200,000	\$799,000	Contractor will provide multi-lingual telephone answering services for several programs within the Department of Public Health, including the Behavioral Health Services, Communicable Disease Control and Prevention, Environmental Health Bureau, Health at Home, Laguna Honda Hospital, Primary Care, and Zuckerberg San Francisco General Hospital. Services include hearing impaired, telecommunications device for the deaf (TDD) services/ equipment and sufficient staff to handle calls with computerized system to record call times with details, while maintaining records of information for monthly reports for volume and call statistics.	01/01/2024	06/30/2030	REGULAR
49622 - 18/19 - MODIFICATIONS	November 20, 2023	GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS	\$0	\$1,894,973	Vendor will install a Jail Management System (JMS) and to work with San Francisco Sheriff Department Information Technology Support Services Staff (ITSS) to configure a prototype of the Inmate Booking Module in JMS. This service shall include a subscription to use the JMS software in conjunction with the San Francisco Sheriff Department existing Microsoft Dynamic CRM licenses. The	04/01/2019	03/31/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>prototype would be used by San Francisco Sheriff Department in a non-production environment for the duration of the subscription (12 months) in order to confirm that Vendor's JMS will meet the jail management system needs of San Francisco Sheriff Department. The scope, assumptions, and costs presented in this SOW represent Vendor proprietary experience and knowledge.</p> <p>A. Project Scope Vendor will work with San Francisco Sheriff Department to install Offender360 JMS and all technology components associated with the software in a non-production San Francisco Sheriff Department environment on their server hardware. Vendor will conduct a series of training workshops with San Francisco Sheriff Department Information Technology Staff to enable San Francisco Sheriff Department To make configuration changes to the standard JMS Booking module and develop a non-production prototype that meets the specific business requirements of San Francisco Sheriff Department for the booking process. Vendor will include in the services a 12 month subscription of the Offender360 JMS software to allow San Francisco Sheriff Department users to test the application in a non-production environment for up to 12 months. The result of this project will provide a prototype that will enable San Francisco Sheriff Department to validate and confirm that Offender360 will meet the jail management system needs of San Francisco Sheriff Department.</p>			

TOTAL AMOUNT \$40,200,000

**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: Parking Garage Management

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$700,000

1. Description of Work

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

Parking Garage operation and management at the 1650 Mission Street Garage consisting of monthly parking for 105 vehicles. Services will include maintenance of facility and valet parking. The location consists of monthly parking for vehicles. The location is used by the public and City staff.

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

The garage houses 105 vehicles on a fee basis. The service will provide for maintenance of the facility, collection of monthly rents and remittance of taxes and proceeds to the City. Denial will result in loss of revenue to the City of approximately \$200,000 per year.

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

This service has been provided by a contractor. The City purchased the property in May 2007 and assumed the existing vendor's contract which is now expiring.

D. Will the contract(s) be renewed?

A new Request for Proposals (RFP) solicitation for qualified companies will be issued prior to the end of this contract

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Diverse skills are required not being available by civil service classifications.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Three (3) years continuous experience as an operator of a commercial parking garage or parking lot with a capacity of at least 100 spaces with valet attended parking operations; experience in the use of automated parking access, revenue control equipment, roll-up gates, and software for the preparation of spreadsheets, presentations, and reports;

supervisory experience; financial resources to support the operations of the garage, estimated to be \$150,000 annually.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1650, Accountant I; 1823, Senior Administrative Analyst; 7514, General Laborer; 0922, Manager I;
- 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 civil service classifications have the knowledge and abilities to perform these services.

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

- A. Explain why civil service classes are not applicable.
There is no single Civil Service classification that performs the duties required for parking garage management including financial management, maintenance and repairs, valet parking of cars, rent collections and revenue dispersal. Aspects of some of the work is performed by some classifications.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services require more than one individual to perform a variety of tasks with varied skills and abilities.

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 09/20/2023, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Laborers, Local 261; Municipal Executive Association

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# 40886 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Wednesday, September 20, 2023 2:10 PM
To: Lubamersky, Joan (ADM); andrea@sfmea.com; Laxamana, Junko (DBI); Criss@sfmea.com; christina@sfmea.com; staff@sfmea.com; laborers261@gmail.com; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewidthallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40886 - 23/24

RECEIPT for Union Notification for PSC 40886 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 40886 - 23/24 for \$700,000 for Initial Request services for the period 01/31/2024 – 01/29/2029. 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/21375> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - 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: Scanning, Shredding, and Records Storage

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$20,000,000

1. Description of Work

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

Contractors will provide high volume and high quality electronic conversion of City records to digital images in rapid time. The records included varying from large documents such as maps and drawings to archival records, to books, to confidential personal records, and other bound records. Contractors will take large volumes of records, convert/scan records at a rapid pace, index the data, deliver the data, and either return or destroy the records as required by City departments. In some cases, contractors will provide storage when original records must be stored instead of shredding.

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

The City is moving toward an environment-friendly and cost-effective process for records management. Some City departments are in the process of converting their paper records into electronic images and files. City departments need an efficient manner to convert a large number of records/documents. Through this contract, legacy documents will be digitized in rapid time and stored in electronic document libraries to be used and managed by City staff. This will ultimately allow the City to operate more efficiently because the City will not be required to pay storage fees for the records once they are converted in most cases and have electronic records on-site. Electronic records can be accessed much more quickly by multiple users at the same time. Data are protected from unauthorized access and safeguarded against loss and destruction by backup versions.

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 have been provided through two Citywide Term Contracts since 2017. The most recent approved PSC for these services is PSC #40348 – 16/17.

D. Will the contract(s) be renewed?

Yes, if there is a continued need.

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

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:

There are no available resources (staffing, equipment, and facilities) within the City to provide these services. Contractors have staffing, equipment, and facilities to perform the duties. Needs are also periodic and intermittent across City departments.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractors are required to have the ability to handle a large volume of records in rapid time. They need to have extensive experience and expertise in scanning and handling archival records, modern facilities with high-speed scanning and shredding equipment, and the technology to manage large volumes of varied sizes and types of records. They must use special software to provide comprehensive indexing schemes according to departments' specifications. They must also have expertise in securely handling the software's delivery back to the departments.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1044, IS Engineer-Principal; 1404, Clerk; 1406, Senior Clerk; 1410, Chief Clerk; 1422, Junior Clerk Typist; 1424, Clerk Typist; 1426, Senior Clerk Typist; 1750, Microphoto/Imaging Technician; 1752, Sr. Microphoto/Imaging Tech.; 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 6321, Permit Technician I; 6322, Permit Technician II ; 6323, Permit Technician III;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: These services will be performed at the contractors' facilities using high-speed scanners and special software to enhance image quality to index electronic documents that meet departments' specifications. All must be processed in large volumes of records in rapid time. Contractors will also provide a fully hosted internet-based application to securely deliver the electronic data to the departments. In addition, contractors will provide storage when original records must be stored instead of shredding.

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

There are no available resources (staffing, equipment, and facilities) within the City to obtain these services.

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

A. Explain why civil service classes are not applicable.

Required services are specialized, intermittent, and on as-needed basis. The City also lacks staff with the expertise, facility, and equipment necessary to process large volumes of records efficiently.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, these are specialized intermittent services that will be used only on an as-needed basis. It would not be practical for the City to hire temporary workers and supervisors for these project-based services.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. 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 08/26/2023, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21; 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: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Room 430 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49867 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of lynn.khaw@sfgov.org
Sent: Saturday, August 26, 2023 11:14 PM
To: Khaw, Lynn (ADM); max.porter@seiu1021.org; Laxamana, Junko (DBI); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; SF-DHR-Info@seiu1021.org; Najuawanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49867 - 23/24

RECEIPT for Union Notification for PSC 49867 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 49867 - 23/24 for \$20,000,000 for Initial Request services for the period 02/01/2024 – 01/30/2029. 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/21316> 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: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 40348 - 16/17)

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

Type of Service: Conversion of City Records to Digital Images

Funding Source: General Fund

PSC Original Approved Amount: \$5,000,000 PSC Original Approved Duration: 04/03/17 - 03/28/22 (4 years 51 weeks)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 04/03/17-03/28/23 (1 year)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 04/03/17-03/28/24 (1 year 1 day)

PSC Cumulative Amount Proposed: \$5,000,000 PSC Cumulative Duration Proposed: 6 years 51 weeks

1. Description of Work

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

The Contractor will provide high volume and high quality electronic conversion of City records to digital images in rapid time periods. The records included vary from large documents such as maps and drawings, to archival records, to books and other bound records. The contractor will take large volumes or records from City departments, convert them at a rapid pace, index the data, and then deliver the data to the departments and either return or destroy the records.

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

The City is moving toward an environment friendly and cost effective process for records management. Some City departments are in the process of converting their paper backfiles into electronic documents. City departments need an efficient manner to convert our large number of records. Through this contract, legacy documents will become digitized in rapid time and stored in electronic document libraries, to be used and managed by City staff. This will ultimately allow the City to operate more efficiently because the City will not be required to pay storage fees for the records once they are converted, and in electronic records can be stored on site and therefore accessed much more quickly, accessed by multiple users at the same time, they can be protected from unauthorized access, and they can be safeguarded against loss and destruction by back up versions.

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 40348 - 16/17

D. Will the contract(s) be renewed?

If there is a continued need.

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

An additional one-year duration is required because the Office of Contract Administration is extending the contract for another year.

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:

Digitization will be performed on an as-needed basis. During any period of time, there may be no departments requiring these services. Vendor will provide space and equipment to perform the tasks necessary.

B. Reason for the request for modification:

Extending the contract duration to another year ending on 03/28/24 from 03/28/23. No change in the amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Ability to handle a large volume of records in a rapid time period. Extensive experience and expertise in the digitization of records and handling archival records. Expertise and software to provide comprehensive indexing schemes according to departmental specification. Expertise and software to securely deliver City record and data back to City departments. Modern facilities, high speed conversion equipment and technology to convert a large volume of varied sizes and types of records
- B. Which, if any, civil service class(es) normally perform(s) this work? 1406, Senior Clerk; 1426, Senior Clerk Typist; 1820, Junior Administrative Analyst; 1822, Administrative Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The project will be completed at the vendor's facilities and will be performed using several production level high speed scanners as well as special software to enhance image quality and to index each electronic document to departmental specifications, all in order to allow it to process a large volume of records in rapid time. The contractor will also provide a fully hosted internet based application through which it will deliver the electronic data.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
These are specialized intermittent services that will be required only on an as-needed basis. The City also lacks staff with the expertise and equipment necessary to process large volumes of records at an efficient pace. City departments would be required procure office space and special scanning equipment. Work is as needed.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, these are specialized intermittent services that will be used only on an as-needed basis, therefore it would not be practical for each city department to hire temporary workers and supervisors for each project. This would also not solve the City's inability to process large volumes in rapid time, due to its lack of office space and 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 contact? If so, please explain what that will entail; if not, explain why not.
No training will be provided. City employees will receive instructions from their supervisor on which documents to have digitized and nomenclature to use.
- 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.
Additional work by the vendor is needed.

7. **Union Notification:** On 10/12/22, the Department notified the following employee organizations of this PSC/RFP request:
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: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40348 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/12/2022

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: Conversion of City Records to Digital Images

Funding Source: General Fund

PSC Duration: 4 years 51 weeks

PSC Amount: \$5,000,000

1. Description of Work

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

The Contractor will provide high volume and high quality electronic conversion of City records to digital images in rapid time periods. The records included vary from large documents such as maps and drawings, to archival records, to books and other bound records. The contractor will take large volumes or records from City departments, convert them at a rapid pace, index the data, and then deliver the data to the departments and either return or destroy the records.

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

The City is moving toward an environment friendly and cost effective process for records management. Some City departments are in the process of converting their paper backfiles into electronic documents. City departments need an efficient manner to convert our large number of records. Through this contract, legacy documents will become digitized in rapid time and stored in electronic document libraries, to be used and managed by City staff. This will ultimately allow the City to operate more efficiently because the City will not be required to pay storage fees for the records once they are converted, and in electronic records can be stored on site and therefore accessed much more quickly, accessed by multiple users at the same time, they can be protected from unauthorized access, and they can be safeguarded against loss and destruction by back up versions.

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.

Some individual City departments have performed digitization. This request is for a contract to be available to all City departments.

D. Will the contract(s) be renewed?

If there is a continued need.

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

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:

Digitization will be performed on an as-needed basis. During any period of time, there may be no departments requiring these services. Vendor will provide space and equipment to perform the tasks necessary.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Ability to handle a large volume of records in a rapid time period. Extensive experience and expertise in the digitization of records and handling archival records. Expertise and software to provide comprehensive indexing schemes according to departmental specification. Expertise and software to securely deliver City record and data back to City departments. Modern facilities, high speed conversion equipment and technology to convert a large volume of varied sizes and types of records

B. Which, if any, civil service class(es) normally perform(s) this work? 1406, Senior Clerk; 1426, Senior Clerk Typist; 1820, Junior Administrative Analyst; 1822, Administrative Analyst;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The project will be completed at the vendor's facilities and will be performed using several production level high speed scanners as well as special software to enhance image quality and to index each electronic document to departmental specifications, all in order to allow it to process a large volume of records in rapid time. The contractor will also provide a fully hosted internet based application through which it will deliver the electronic data.

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

These tasks are not performed by the City.

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

A. Explain why civil service classes are not applicable.

These are specialized intermittent services that will be required only on an as-needed basis. The City also lacks staff with the expertise and equipment necessary to process large volumes of records at an efficient pace. City departments would be required procure office space and special scanning equipment. Work is as needed.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, these are specialized intermittent services that will be used only on an as-needed basis, therefore it would not be practical for each city department to hire temporary workers and supervisors for each project. This would also not solve the City's inability to process large volumes in rapid time, due to its lack of office space and 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. No training will be provided. City employees will receive instructions from their supervisor on which documents to have digitized and nomenclature to use.

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 02/01/2017, the Department notified the following employee organizations of this PSC/RFP request:
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: 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# 40348 - 16/17

DHR Analysis/Recommendation:

action date: 05/01/2017

Commission Approval Required

Approved by Civil Service Commission

05/01/2017 DHR Approved for 05/01/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD

Dept. Code: ECD

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

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

Type of Service: IT Services

Funding Source: General Fund - COIT

PSC Duration: 15 years 3 days

PSC Amount: \$45,000,000

1. Description of Work

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

Department of Emergency Management (DEM) provides the Primary 911 Public Safety Answering Point (PSAP) for the City and County of San Francisco. The core Information Technology (IT) system for processing 911 calls and dispatching San Francisco Fire Department (SFFD), San Francisco Police Department(SFPD), San Francisco Sheriff's Department (SFSO) and San Francisco Municipal Transportation Agency (SFMTA) responders is the Computer Aided Dispatch system (CAD). DEM is replacing its current CAD platform which went live in 2014 and is at End of Life (EOL) with the new Motorola Premiere One CAD Platform. This will consist of deploying a customized hardware stack and customized, proprietary software developed by Motorola Solutions.

These services will provide DEM with the required project management, implementation, train-the-trainer, warranty, maintenance and 24/7/365 support services to implement and maintain the proprietary Motorola Premiere One CAD system.

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

This is a complex, proprietary hardware and software system that is critical for public safety. Denial of this service may deprive 911 dispatchers, police officers, and fire fighters accessibility to mission critical information needed to perform their duties and to protect the people and property of San Francisco. The CAD system: • Provides the City's 911 call taking and dispatch capabilities for the City's 911 center (DEM's Division of Emergency Communications); the SFFD; the SFPD; the SFSO; and SFMTA Parking Enforcement. • Processes approximately 1.5 Million 911 and Non-Emergency calls for services per year and is the City's system of record for 911 dispatch and response activities. • Provides mobile CAD applications for the City's first responders. • Must maintain system reliability greater than 99.999% for 24 hours per day/7 days a week for 365 days/year (24/7/365)

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.

In the past DEM has contracted with its current CAD vendor, Central Square, for these services (refer to PSC# 32618 – 18/19) however, the current CAD system is at End of Life, is under limited support by the vendor, and needs to be replaced.

D. Will the contract(s) be renewed?

No, this is a 15-year contract

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

This 15-year contract request includes a 2-3 year system implementation and 12 years of maintenance for DEM's Computer-Aided Dispatch (CAD) system. CAD is the critical 9-1-1 dispatch system of record for DEM, Police, Fire, Sheriff, and the SFMTA to dispatch and manage all public safety resources for 9-1-1 response and other mission-critical activities.

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 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:

The implementation of this system requires a rapid, reliable, and secure deployment of specialized personnel to install, configure, test, train, and implement this critical public safety system with impacts to DEM, SFFD, SFPD, SFMTA, and SFSO. The proprietary nature of the system, the reliability and security requirements mean that certain tasks, software maintenance and update functions cannot be performed by City staff.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expertise in Motorola's proprietary CAD hardware, software, and security applications.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
Yes – this is a new, propriety system.

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

DEM has worked closely with the Department of Technology and the City's public safety departments to review the project plan and identify available City resources to work on the project. Where applicable, City IT staff from various departments will be trained and deployed during implementation and during the follow-on maintenance period. However, in order to meet the aggressive project timeline, to hold the vendor fully accountable for system performance, and to address the proprietary nature of the work, a significant portion of the services will need to be performed directly by the vendor staff.

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

A. Explain why civil service classes are not applicable.

This is a proprietary system and the City does not have access to the source code. The City needs to hold the vendor fully responsible for implementation and performance of this critical public safety system.

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 project work is temporary in nature and it would not make sense operationalize these positions moving forward. The ongoing hardware and software maintenance is being performed on a proprietary system and the vendor will not provide City personnel with access to view or modify the source code. While the hardware is "commercial off the shelf" ("COTS"), it is a proprietary combination of components developed, tested, monitored, and maintained by the vendor in order to ensure performance and security from outside threats.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. Please see attachment
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. Motorola has a contract for the City's Public Safety Radio System which is separate from the CAD system (refer to PSC 49557-15/16)

7. Union Notification: On 09/21/2023, 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: Thomas Chen Phone: 4152696562 Email: Thomas.Chen@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40708 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Chen, Thomas (DEM)

From: dhr-psccordinator@sfgov.org on behalf of Thomas.Chen@sfgov.org
Sent: Thursday, September 21, 2023 10:27 PM
To: Chen, Thomas (DEM); sportillo@ifpte21.org; agarza@ifpte21.org; amakayan@ifpte21.org; andrea@sfmea.com; Laxamana, Junko (DBI); Criss@sfmea.com; christina@sfmea.com; staff@sfmea.com; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Chen, Thomas (DEM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40708 - 23/24

RECEIPT for Union Notification for PSC 40708 - 23/24 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 40708 - 23/24 for \$45,000,000 for Initial Request services for the period 12/01/2023 – 11/30/2038. 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/21462> 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)

Description	Occupational type	Number trained	Hours per class	Total hours
CAD/mobile provisioning	technical/engineering staff	6	80	480
CAD/mobile system administrator	technical/engineering staff	16	24	384
CAD Train the trainer DEM, FD, PD, SO, MTA	trainers	120	32	3840
mobile/handheld train the trainer	trainers	48	8	384
mobile overview	end user	60	2	120
report builder, Intelligent Data Discovery	analyst	16	24	384

(Approximate) Grand total training provided to City personnel:

266

5592

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD

Dept. Code: ECD

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

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

Type of Service: Information Technology (IT) - Software Maintenance

Funding Source: general fund (1GAGFAAA)

PSC Duration: 5 years 1 day

PSC Amount: \$2,838,088

1. Description of Work

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

24/7/365 software maintenance with 1 hour response for priority 1 issues. Includes periodic software updates.

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

The Department's Computer Aided Dispatch (CAD) system is a critical public safety system used for 911 call taking, dispatching of Police and Fire personnel, and is the system of record for 911 services. Failure of this system would impact the City's ability to respond to 911 calls and provide emergency services.

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.

Department of Emergency Management (DEM) currently has a software maintenance agreement with the vendor. Copy of P-600 and Personal Service Contract (PSC) are attached.

D. Will the contract(s) be renewed?

The system is being replaced and we do not anticipate another renewal beyond 5 years.

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.

Duration: 5 years. The current Computer Aided Dispatch (CAD) system went live in May 2014 and the five year maintenance agreement expires in November 2019. The software maintenance agreement needs to be extended for another 5 years. The amount includes an additional \$50,000 per year for software modifications or updates.

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:

The City needs technical personnel (primarily software engineers) to respond as needed to fix system failures and to provide periodic software updates or modifications. This is a resource the City does not have because this is a proprietary system and the vendor does not train outside personnel to write code for their system.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Software engineering for this proprietary system.
- 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?

None – 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 is a proprietary system.
- 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. vendor would not train City personnel on this proprietary system

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 has already been performed on this system
- 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. 4102-11/12

**7. Union Notification: On 06/19/2019, 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: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32618 - 18/19

DHR Analysis/Recommendation:

action date: 09/16/2019

Commission Approval Required

Approved by Civil Service Commission

09/16/2019 DHR Approved for 09/16/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN RIGHTS COMMISSION -- HRC

Dept. Code: HRC

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

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

Type of Service: Community Engagement Event Services & Support

Funding Source: Human Rights Commission

PSC Amount: \$750,000

PSC Est. Start Date: 08/01/2023

PSC Est. End Date 06/30/2025

1. Description of Work

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

The Human Rights Commission seeks to engage professional community engagement partners and event planners to help in the coordination and logistics of multiple community engagement events and focus groups to be held throughout the funding cycle. These events will be a part of important department outreach initiatives to connect directly with San Francisco citizens and gain feedback from key stakeholders. These events will allow the department to confer directly with nonprofit organizations providing services in the city, community members as well as the recipients of community and/or city services.

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

This service is necessary in order for the Human Rights Commission to be able to provide the community with a diverse set of events and programs. Increasingly the department has sought to make stronger connections with the community whose support is necessary to sustain the Fund and the citizens who utilize its services. Through community events held across San Francisco, it will be able to outreach effectively to City residents. In addition, focus groups with nonprofit organizations and program participants will allow the department to understand on a continuous basis the needs of San Francisco's various communities. These events will be vital elements of the department's ongoing work to provide the best possible programs for City residents.

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 particular service has not been provided in the past.

D. Will the contract(s) be renewed?

If necessary.

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 department is planning a relatively small number of community events and focus groups spread out over a multi-year period.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Event or program development, Event planning, logistics, budgeting, community engagement, focus group facilitation, and knowledge of San Francisco's diverse neighborhoods.

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?

The Human Rights Commission does a majority of this work. However, being a small agency, the Human Rights Commission lacks the resources to adequately address its community engagement events internally. The City does not maintain the resources necessary to perform this work, which requires specific skills and occurs on an irregular basis.

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

A. Explain why civil service classes are not applicable.

Due to the intermittent nature of the work, it is not feasible for civil service classes to perform it.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The community events the department will host require a significant commitment of time and resources, as well as in-depth knowledge of the City. These intense periods of work will be sparsely distributed throughout the year. It is not practical to adopt new civil service classes to perform it.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. There is no training 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 09/07/2023, 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: Terry Jones Phone: terry.jones@sfgov.org Email: terry.jones@sfgov.org

Address: 25 Van Ness Avenue, Suite 800 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42533 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of terry.jones@sfgov.org
Sent: Thursday, September 7, 2023 2:09 PM
To: Jones, Terry (HRC); cade.crowell@seiu1021.org; jduritz@uapd.com; kdavis@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; dho@ifpte21.org; dho@ifpte21.org; dvickers@iam1414.org; SF-DHR-Info@seiu1021.org; SF-DHR-Info@seiu1021.org; sbabaria@cirseiu.org; andrea@sfmea.com; camaguey@sfmea.com (contact); camaguey@sfmea.com (contact); cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferslocal40@gmail.com; rooferslocal40@gmail.com; Stan Eichenberger; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; Najuwanda Daniels; Pierre King - UAPD; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (DBI); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; Tracy McCray; mleach; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; Stan Eichenberger; Jason Klumb; camaguey@sfmea.com (contact); 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; Kbasconillo@sflower.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy Frigillana; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; XiuMin Li; 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; sfsmsa@gmail.com; bart@dc16.us; David Canham; jtanner940@aol.com; Osha Ashworth; l21pscreview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; christina@sfmea.com; ecdemvoter@aol.com; Thomas Vitale; athena.n.edwards@sfgov.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42533 - 22/23

RECEIPT for Union Notification for PSC 42533 - 22/23 more than \$100k

The HUMAN RIGHTS COMMISSION -- HRC has submitted a request for a Personal Services Contract (PSC) 42533 - 22/23 for \$750,000 for Initial Request services for the period 08/01/2023 – 06/30/2025. 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/19898> 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: MAYOR -- MYR

Dept. Code: MYR

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

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

Type of Service: Software License, Maintenance & Development

Funding Source: Community Development Block Grant, ESG

PSC Amount: \$2,250,000 PSC Est. Start Date: 12/01/2023 PSC Est. End Date 11/30/2032

1. Description of Work

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

The Contractor shall customize, provide licensing and support, and maintain an end-to-end web-based grants management system identified by the City as Grants Management System (GMS) to provide the functionalities described below for at least 1,000 Users with varying levels of access, as well as a wide variety of experience in the use of online tools.

The System must provide Mayor[s Office of Community Development (MOHCD) staff and potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, and Agency and User setup and administration. Services provided shall include System planning and management, including but not limited to, requirements and design, integration, testing, acceptance, deployment, data migration (if applicable), training, and maintenance. Developer and Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. Live phone support is highly preferred.

The System must include all products and services required for successful implementation, as well as System maintenance and updates over the full term of the Agreement. Services may include, but not be limited to, business process and technical assessment and recommendations, project planning, System implementation, data migration (if applicable) and troubleshooting, acceptance testing, training, and support.

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

The Mayor's Office of Housing and Community Development (MOHCD) manages over \$120,000,000 of federal funds granted by the U.S. Department of Housing and Urban Development ("HUD") through the Community Development Block Grant ("CDBG") program, as well as the Emergency Shelter Grant ("ESG"), Housing Opportunities for Persons with AIDS ("HOPWA") and other local, state, and federal funding sources. Mayor's Office of Housing and Community Development - MOHCD's granting process consists of administering and tracking complex awarding, compliance, and reporting requirements in collaboration with, or on behalf of approximately 1,000 users at over 130 grantee agencies currently managing hundreds of projects. Continued access to the current system will ensure the Mayor's Office of Housing and Community Development - MOHCD's effective and efficient management of public funds and requirements associated with these complex processes to assure accountability and accuracy, as well as efficient, timely, and accurate reporting as required to HUD and other local, state, and federal funding sources. Without these services, Mayor's Office of Housing and Community Development - MOHCD would lose the ability to effectively manage the over \$120,000,000 of federal funds granted by HUD through the CDBG program, as well as the ESG, HOPWA, and other local, state, and federal funding sources.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
This service has been provided and continues to be provided by its sole source organization, Cityspan. Most recent PSC # Civil Service: 41666 - 20/21 -- 01/04/2021.

D. Will the contract(s) be renewed?
This will be assessed at the time the contract or funding are coming near the end or maximum amounts.

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 previous PSC's and agreements were limited to 3 years and \$625,000. The proprietary Grants Management System that has been provided has proven useful and successful to meet the administration and tracking needs of MOHCD and partner Grantees. In addition, the current system now contains years' worth of data and history easily accessible when needed. We foresee continuing use of the same system for at least the next 5 years and up to 9 years to avoid unnecessary interruptions and potential loss of historical data.

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:

And that is because this work is for services around licensing, maintenance, and customizations for a system that is proprietary to the vendor.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The Contractor must have experience customizing and maintaining the proprietary Cityspan web-based system currently being used and identified by the City as "Grants Management System" (GMS). In addition, Contractor must be able to provide technical support to both City staff and CBO end users.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business 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 because the system is proprietary.

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

A. Explain why civil service classes are not applicable.

The Contractor must have experience customizing and maintaining the proprietary Cityspan web-based system currently being used and identified by the City as "Grants Management System" (GMS). In addition, Contractor must be able to provide technical support to both City staff and Community Based Organizations end users.

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 Contractor must have experience customizing and maintaining the proprietary Cityspan web-based system currently being used and identified by the City as "Grants Management System" (GMS). In addition, Contractor must be able to provide technical support to both City staff and Community Based Organizations end users.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. The Contractor will provide technical support to both City staff and Community Based Organizations.
- 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 09/18/2023, 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: Karen Henderson Phone: 701-5557 Email: karen.henderson@sfgov.org

Address: Michael Solomon 1 South Van Ness Avenue, 5th floor - San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41953 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Henderson, Karen (MYR)

From: dhr-psccordinator@sfgov.org on behalf of karen.henderson@sfgov.org
Sent: Monday, September 18, 2023 2:21 PM
To: Henderson, Karen (MYR); kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Henderson, Karen (MYR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41953 - 23/24

RECEIPT for Union Notification for PSC 41953 - 23/24 more than \$100k

The MAYOR -- MYR has submitted a request for a Personal Services Contract (PSC)

41953 - 23/24 for \$2,250,000 for Initial Request services for the period 12/01/2023 – 11/30/2032. 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/21429> 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: MAYOR -- MYR

Dept. Code: MYR

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

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

Type of Service: Software License, Maintenance & Development

Funding Source: Community Development Block Grant, Emergen

PSC Amount: \$625,000

PSC Est. Start Date: 01/04/2021

PSC Est. End Date 12/22/2024

1. Description of Work

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

The Contractor shall customize, provide licensing and support, and maintain an end-to-end web-based grants management system identified by the City as Grants Management System (GMS) to provide the functionalities described below for at least 1,000 Users with varying levels of access, as well as a wide variety of experience in the use of online tools.

The System must provide MOHCD staff and potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, and Agency and User setup and administration. Services provided shall include System planning and management, including but not limited to, requirements and design, integration, testing, acceptance, deployment, data migration (if applicable), training, and maintenance. Developer and Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. Live phone support is highly preferred.

The System must include all products and services required for successful implementation, as well as System maintenance and updates over the full term of the Agreement. Services may include, but not be limited to, business process and technical assessment and recommendations, project planning, System implementation, data migration (if applicable) and troubleshooting, acceptance testing, training, and support.

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

MOHCD manages over \$47,000,000 of federal funds granted by the U.S. Department of Housing and Urban Development ("HUD") through the Community Development Block Grant ("CDBG") program, as well as the Emergency Shelter Grant ("ESG"), Housing Opportunities for Persons with AIDS ("HOPWA") and other local, state, and federal funding sources. MOHCD's granting process consists of administering and tracking complex awarding, compliance, and reporting requirements in collaboration with, or on behalf of approximately 1,000 users at over 300 grantee agencies managing over 1,100 projects. Procurement of a new system will ensure MOHCD's effective and efficient management of public funds and requirements associated with these complex processes to assure accountability and accuracy, as well as efficient, timely, and accurate reporting as required to HUD and other local, state, and federal funding sources. We are nearing the end of a 5-year contract for the current system being used and the fast pace of technology change means that there is now a dramatically different landscape of possible grants management solutions than were available previously. Releasing a new RFP is a fiscally and programmatically responsible approach and will enable us to review all possible options in regard to costs, service levels, and available tools. Without these services, MOHCD would lose the ability to effectively manage the over \$47,000,000 of federal funds granted by HUD through the CDBG program, as well as the ESG, HOPWA, and other local, state, and federal funding sources.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
This service has been provided and continues to be provided by its sole source organization, Cityspan.
Most recent PSC #47589 13/14.

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

B. Explain the qualifying circumstances:

This work is for services around licensing, maintenance, and customizations for a system that is proprietary to the vendor.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The Contractor must have experience customizing and maintaining the proprietary Cityspan web-based system currently being used and identified by the City as "Grants Management System" (GMS). In addition, Contractor must be able to provide technical support to both City staff and CBO end users.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior;

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?

No, GMS is a proprietary system

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

A. Explain why civil service classes are not applicable.

The Contractor must have experience customizing and maintaining the proprietary Cityspan web-based system currently being used and identified by the City as "Grants Management System" (GMS). In addition, Contractor must be able to provide technical support to both City staff and Community Based Organizations end users.

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, Grants Management Services (GMS) is a proprietary system. The software is proprietary to Cityspan, Inc.

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. The Contractor will provide technical support to both City staff and Community Based Organizations.

- 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 01/04/2021, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21

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

Name: Karen Henderson Phone: 701-5557 Email: karen.henderson@sfgov.org

Address: 1 South Van Ness Avenue, 5th floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41666 - 20/21

DHR Analysis/Recommendation:

action date: 03/15/2021

Commission Approval Required

Approved by Civil Service Commission

03/15/2021 DHR Approved for 03/15/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Middleware to connect the lab instruments at ZSFGs' Clinical Laboratory and Public Health Lab

Funding Source: General Funds, Federal & Sate Grant Funds PSC Duration: 4 years 32 weeks

PSC Amount: \$2,000,000

1. Description of Work

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

The Department will contract for an on-premise instrument manager application. The instrument manager application is a middleware product that will connect the hospital lab instruments at Zuckerberg San Francisco General Hospital's (ZSFG) Clinical Laboratory and Public Health Lab to the Hospital EHR Laboratory Information System. The instrument manager communicates lab results directly from the testing instruments to patient charts, fully automating results inside Epic health records. The instrument manager software eliminates manual input, and risks in data input inaccuracies.

The professional services piece of this contract will be the implementation, training, testing and maintenance portion, required to use the on-premise software. The owner of the proprietary software, is the only organization that is able to provide support and staff to implement, train, test and maintain the system.

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

The requested services are essential to a successful implementation and ongoing maintenance of the installed system. In addition, the application itself is currently used actively across Epic and Epic Hospitals and has a proven track record that this middleware works effectively. The use of a new un-proven software, untrained or non vendor approved or authorized support staff will void warranties and most importantly the Department will be unable to deploy this critical application. Without this critical application, or if the application is not installed correctly to manufacturer specifications could jeopardize patient safety, lessen the overall effectiveness of the electronic health record, and cause unexpected problems.

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

This is a new service

D. Will the contract(s) be renewed?

Only if there is a continued need and funding.

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:

Implementation, Testing and Maintenance of this new software is needed on a short term basis as our hospitals require the software's functions immediately to ensure patient lab test results are efficiently communicated inside of Epic Electronic Health Records. Manual input of lab results is inefficient and could jeopardize patient safety cause unexpected problems.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The owner of the proprietary software is the only firm with a proven track record that is available and able to provide support and staff to implement, train, test and maintain the system.

B. Which, if any, civil service class(es) normally perform(s) this work? 1031, IS Trainer-Assistant; 1032, IS Trainer-Journey; 1033, IS Trainer-Senior; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1095, IT Operations Support Admin V; 1244, Senior Personnel Analyst; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 1246, Principal Personnel Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5506, Project Manager 3; 5508, Project Manager 4; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V; 1244, Senior Human Resources Analyst; 1244, Senior Human Resources Analyst; 1246, Principal Human Resources Analyst; 1246, Principal Human Resources Analyst; 1091, IT Operations Support Administrator I; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III; 1093, IT Operations Support Administrator III; 1094, IT Operations Support Administrator IV; 1094, IT Operations Support Administrator IV; 1094, IT Operations Support Administrator IV; 1094, IT Operations Support Administrator IV; 1095, IT Operations Support Administrator V; 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 City is unable to obtain these services without the middleware software, and the contractor's resources to make available and provide resources to support implementation, training, testing and maintaining system.

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

A. Explain why civil service classes are not applicable.

Civil Service Classes are not applicable because the Contractor needs to provide specialized knowledge to work on the proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, because the only professional service for the contract is the implementation portion, a one-time needed service to implement the system and after the onetime implementation the system will transition to maintenance and support, which will also be provided by the manufacturer of the product. City employees will have the opportunity to gain valuable experience and participate in knowledge transfer to handle the day to day operational issues with the software.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. Yes. The Contractor will provide expertise and specific training to City IT professionals and other applicable managers as needed to ensure City Staff is able to efficiently and correctly operate the proprietary software system to be used in the hospital.
- 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 09/21/2023, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association;
Professional & Tech Engrs, Local 21

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard 4th Floor San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45971 - 22/23

DHR Analysis/Recommendation:
 Commission Approval Required
 DHR Approved for 11/20/2023

Civil Service Commission Action:

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 45971 - 22/23

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Thu 9/21/2023 3:07 PM

To:Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;agarza@ifpte21.org <agarza@ifpte21.org>;andrea@sfmea.com <andrea@sfmea.com>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;Criss@sfmea.com <Criss@sfmea.com>;christina@sfmea.com <christina@sfmea.com>;staff@sfmea.com <staff@sfmea.com>;kdavis@ifpte21.org <kdavis@ifpte21.org>;jharding@ifpte21.org <jharding@ifpte21.org>;mweirick@ifpte21.org <mweirick@ifpte21.org>;dho@ifpte21.org <dho@ifpte21.org>;ewallace@ifpte21.org <ewallace@ifpte21.org>;ecassidy@ifpte21.com <ecassidy@ifpte21.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;kpage@ifpte21.org <kpage@ifpte21.org>;eerbach@ifpte21.org <eerbach@ifpte21.org>;l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>

RECEIPT for Union Notification for PSC 45971 - 22/23 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 45971 - 22/23 for \$2,000,000 for Initial Request services for the period 11/15/2023 – 06/30/2028. 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/20034> 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: Supplemental Semi-Annual and Annual Maintenance and As-Needed Repair of Boilers

Funding Source: Wastewater Enterprise (WWE) Operating

PSC Duration: 5 years 1 day

Budg

PSC Amount: \$1,700,000

1. Description of Work

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

The purpose of this contract is to provide supplemental semi-annual and annual maintenance, calibration and as-needed repair services and hands-on-training for Wastewater Enterprise (WWE) maintenance staff to maintain its boilers located at various wastewater facilities. Work under this contract includes maintenance and hands-on-training to the firing head, burner, burner windbox, tubes, refractory and filters. Work will also include emissions testing during the semi-annual and annual maintenance, to comply with Bay Area Air Quality Management District (BAAQMD) permits for operation of the boilers on dual fuel, natural gas and digester gas.

This contract is to supplement semi-annual and annual maintenance tasks and any unplanned emergency as-needed repair work that cannot be performed by existing City staff. The Contractor will provide hands-on-training and knowledge for WWE maintenance staff. WWE maintenance staff does monthly maintenance and limited as-needed repair work. The maintenance staff does not have the expertise, knowledge and manpower to perform all the supplemental semi-annual and annual maintenance tasks at this time. This limited scope of work will not offset future staff work. As staff receive training and become proficient with the boilers, the intent will be to transfer the maintenance tasks and emergency as-needed repair work to WWE maintenance staff.

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

Wastewater Enterprise (WWE) boilers are critical in providing process heat to the Wastewater Enterprise (WWE) digesters and for HVAC system demands. The contractor is required to have a California Class C-4, Boiler, Hot Water Heating and Steam Fitting Contractor's License to maintain and repair boilers and must be a certified OEM (original equipment manufacturer) contractor on maintenance and repair of ST Johnson burners. Consequences of denial will result in problems with the boiler operation that will impact the solids handling process at the WWE Treatment Facilities, resulting in poor quality biosolids and regulatory violation. The boiler operation will also impact the WWE HVAC system demands.

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

This service has been provided in the past through OCA approved contract 1000020765 and through a Contractor on purchase orders and construction contract.

D. Will the contract(s) be renewed?

Yes

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
The duration for this five year contract is being requested in order to provide continuous supplemental maintenance, calibration, repair and testing services of the boilers throughout the Wastewater Enterprise (WWE).

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:

Supplemental maintenance and calibration services will be performed semi-annual and annual on WWE's boilers. Repair services will be required on an as-needed basis. The maintenance, calibration and as-needed repair services require a requisite amount of expertise and knowledge to maintain the boilers and to perform emissions testing using the burner software program and specialized equipment. Technicians will check, test and calibrate the WWE boilers to ensure that they are compliant with Bay Area Air Quality Management District (BAAQMD). WWE maintenance staff will obtain on-the-field training when the Contractor performs any supplemental maintenance or as-needed repair services.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Service technicians are required to have the skills and experience to perform maintenance, calibration and repair services on boilers and their components, i.e., firing head, burner, burner windbox, tubes, refractory and filters. Service technicians must have the knowledge and experience on ultra-low NOx burners. The service technicians shall also have the expertise in performing emissions testing for BAAQMD compliance using the burner software program and shall be able to troubleshoot the software program. This work is highly specialized work that requires specific knowledge, expertise and special instrumentation (combustion analyzer). A certified OEM contractor is required to perform the services on the air/fuel ratio that will impact emissions.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7252, Chf Stationary Eng, Sew Plant; 7372, Stationary Eng, Sewage Plant; 7373, Sr. Stationary Eng, Sew Plant;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor must possess special instrumentation (combustion analyzer) to perform emissions testing.

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

We talked with City Staff and they indicated that they do not have the capacity and expertise to perform all the work. They indicated that they will shadow the Contractor when they perform on-site services to obtain the necessary knowledge and experience.

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

- A. Explain why civil service classes are not applicable.
Our civil service staff does not have the expertise, knowledge, staffing and specialized equipment (combustion analyzer) to perform some specific boiler service work tasks. The boilers have a burner software program that staff lacks the expertise and knowledge. The boiler manufacturer does not recommend that staff perform emission testing or make any adjustments on the combustion components.

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 contract is to supplement semi-annual and annual maintenance tasks and any unplanned emergency as-needed repair work which cannot be performed by existing City staff. The Contractor will provide hands-on-training and knowledge for WWE maintenance staff. WWE maintenance staff does monthly maintenance and limited as-needed repair work. The maintenance staff does not have the expertise, knowledge and manpower to perform all the supplemental semi-annual and annual maintenance tasks at this time. This limited scope of work will not offset future staff work. As staff receive training, the intent will be for the maintenance tasks and emergency as-needed repair work performed by the Contractor be reduced so work will be transitioned to City classifications as identified in 2B.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. As staffing levels also increase, the intent of this contract is to receive on-site field training from the contractor so in the future, staff can perform some of the work in-house. One exception is the adjustment of the combustion components that will still need to be contracted out as recommended by the OEM.
- 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 09/14/2023, the Department notified the following employee organizations of this PSC/RFP request:
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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40006 - 23/24

DHR Analysis/Recommendation:
Commission Approval Required

Civil Service Commission Action:

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of shale@sflower.org
Sent: Thursday, September 14, 2023 9:46 AM
To: Hale, Shawndrea (PUC); cpark@local39.org; Stan Eichenberger; MRainsford@local39.org; grojo@local39.org; Hale, Shawndrea (PUC); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40006 - 23/24

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

RECEIPT for Union Notification for PSC 40006 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40006 - 23/24 for \$1,700,000 for Initial Request services for the period 02/01/2024 – 01/31/2029. 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:

https://url.avanan.click/v2/___http://apps.sfgov.org/dhrdrupal/node/21423___YXAzOnNmZHQyOmE6bzo5NDE3MGNjMWNkYzi0MjgyYWU5ZTU2OTFkMTdmOTZlMT02OjE3ZjM6YmVky2M4OWQzMGEyZTc1NTgxMTYyY2E1YWw0ZTY0MDdkNGM2Y2JhODkxM2VkmjVINWU2OGRjMDczOTM1MWNiOTpwOIQ 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: As-Needed Recruitment Services

Funding Source: TBD – Based on the Enterprise or Bureau PSC Duration: 4 years

PSC Amount: \$300,000

1. Description of Work

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

The Consultant will assist SFPUC in conducting a nationwide search to fill the high-level positions which are critical to the San Francisco Public Utilities Commission (SFPUC) by recruiting candidates, screening candidates, conducting interviews, vetting candidates, and assisting in negotiations. Staff from the proposed Recruitment Services Firm will meet with Executive Staff and other stakeholders of the SFPUC to determine the core competencies, prepare a work plan with detailed timeline to conduct a search and identify top qualified candidates.

Additional activities include, but are not limited to the following Task Descriptions (1-5): 1) Meet with subject matter experts to obtain in-depth knowledge of position requirements, organizational needs, competencies and ideal candidate; 2) Develop recruitment strategy including development of refined job description, developing advertisement materials and diversity strategy; 3) Build candidate pool and source candidates through active recruitment and network; 4) Present candidate pool to organization, vetting candidate qualifications, conduct reference / background checks; 5) Establish final selection process with SMEs and work with organization to make a selection.

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

This service is critical to the ongoing operations of the SFPUC as the organization provides quality drinking water and wastewater services to the city of San Francisco, wholesale water to three Bay Area counties, and green hydroelectric and solar power to our municipal departments. The inability to secure top talent to fill key positions at the SFPUC can have an adverse impact operation throughout the agency creating safety and financial liabilities and cause for PUC to fall out of compliance with policies, laws and regulations.

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 # 38403-17/18 Executive Search Services

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:

This work is very specialized, and the consultant selected depends on the type of position that needs to be filled. This work is not necessarily needed on a continued basis and the needs fluctuate due to several factors.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expertise in high level executive recruitments with nationwide reach; have a good understanding of the political climate; strong relationships with top level government, nonprofit, and private sector executives; experience working with professional utilities related agencies; experience conducting nationwide executive searches; ability to invest resources needed to ensure a successful executive search.

B. Which, if any, civil service class(es) normally perform(s) this work? 1250, Recruiter;

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?

We have requested to use DHRs existing executive search firm contract.

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

A. Explain why civil service classes are not applicable.

Classified civil service positions do not require the depth and breadth of experience and networks that consultants provide in conducting searches for top level leadership positions. PUC Human Resources analysts will collaborate with the executive search firms around the recruitment and selection process and ensure that recruitment processes comply with City and County of San Francisco policy, processes and procedures. The City and County employees do not have the network, candidate databases and recruitment strategy that an executive search firm will have.

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. This work is very specialized and the consultant selected depends on the type of position that needs to be filled. This work is not necessarily needed on a continued basis and the needs fluctuate due to several factors such as the labor market, retirement eligibility status, operational needs and line of 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 contact? If so, please explain what that will entail; if not, explain why not.

No. Although no formal training will be provided to City and County employees, city staff will learn industry best practices and standards for recruiting through working with the executive search firm.

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 09/14/2023, the Department notified the following employee organizations of this PSC/RFP request:

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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42574 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

From: dhrr-psccordinator@sfgov.org on behalf of shale@sfgov.org
To: [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); junko.laxamana@sfgov.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); dhrr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 42574 - 23/24
Date: Thursday, September 14, 2023 10:57:28 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 42574 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42574 - 23/24 for \$300,000 for Initial Request services for the period 02/01/2024 – 01/31/2028. 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/21425> 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 COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 38403 - 17/18)

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

Type of Service: Executive Search Services (PRO.0100)

Funding Source: Wastewater & Power Enterprises

PSC Original Approved Amount: \$66,000 PSC Original Approved Duration: 11/30/17 - 11/30/19 (2 years)

PSC Mod#1 Amount: \$100,000 PSC Mod#1 Duration: 12/01/19-03/30/20 (17 weeks 1 day)

PSC Cumulative Amount Proposed: \$166,000 PSC Cumulative Duration Proposed: 2 years 17 weeks

1. Description of Work

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

The proposed Executive Search Firm will conduct nationwide searches to fill the Assistant General Manager (AGM) position of Wastewater Enterprise (WWE) and the Deputy AGM of Power Enterprise. These two positions are critical at the San Francisco Public Utilities Commission (SFPUC). Staff from the proposed Executive Search Firm will meet with Executive Staff of the SFPUC to determine the core competencies, prepare a work plan with detailed timeline to conduct executive searches and identify top notch candidates.

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

The AGM for WWE and the Deputy AGM for Power Enterprise positions are key to the SFPUC. Securing services provided by the proposed Executive Search Firm is essential to ensure that top notch candidates, with the skill-set needed are recruited for these positions. Lack of top talent to fill these key positions at the SFPUC can have devastating consequences for the Wastewater and Power Enterprises of the SFPUC as it can negatively impact operations of the sewer services and the implementation of Power initiatives at the SFPUC.

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 is currently being provided via PSC No. 38403 - 17/18.

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

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

Explain the qualifying circumstances:

The Wastewater Enterprise AGM position was recently vacated and the General Manager has requested the services of an Executive Search Firm to ensure that best potential candidates are identified for this position. This is a critical and key position to fill. Also, Power Enterprise is in the process of implementing new initiatives and expanding services provided. The Deputy AGM, Power position requires a high level of

expertise in the new and expanded areas of power. The field is very competitive and there is a shortage of leaders with the skill set needed for this top level position in the Power Enterprise.

B. Reason for the request for modification:

To provide Executive Search Services for SFPUC's Power Enterprise management positions.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expertise in high level executive recruitments; have a good understanding of the political climate; strong relationships with top level government, nonprofit, and private sector executive; experience working with professional power related agencies; experience conducting nationwide executive searches; ability to invest resources needed to ensure a successful executive search.

B. Which, if any, civil service class(es) normally perform(s) this work? 1250, Recruiter;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will be using their own resources, tools and network to reach out to potential candidates on a nationwide basis.

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 is currently class 1250 Recruiter, which performs some of the duties identified by the consultant; however, positions in this class do not require the depth and breadth of experience that consultants provide in conducting executive searches for top level leadership positions.

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: Creation of new classes is managed by the Department of Human Resources at City and County of San Francisco (CCSF). The need for executive searches is sporadic and performed on as needed basis. Recommendation to create a new class is not supported by the current needs.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
The contractor will be conducting executive searches which do not require training staff. Contractor will be working with Human Resources Services staff in coordinating recruitment and selection activities.

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.
Alliance Resource Consulting, LLC

7. **Union Notification:** On 06/25/18, 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: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 38403 - 17/18

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: 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: Type of Service: Technology – Electronic Bill Presentment and Payment

Funding Source: Customer Service Bureau

PSC Duration: 5 years

PSC Amount: \$2,000,000

1. Description of Work

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

- Bank or third-party Electronic Bill Payment and Presentment System (EBPP) services: Electronic presentment of SFPUC bills to current and future bill pay customers through an EBPP Service.
- Bill pays consolidation services: Consolidation of electronic bill payment volumes produced through the various service providers in the industry.
- Branded EBPP services: Vendor hosted SFPUC branded EBPP Service to electronically deliver bills and accept electronic payments to/from SFPUC.
- Alternate and emerging electronic bill presentment and payment services; optional services and technologies that help SFPUC increased use of EBPP, reduce paper bills and / or increase electronic payments
- Marketing and promotion services: Increase enrollment of SFPUC customers into SFPUCs branded EBPP Service

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

The San Francisco Public Utility Commission's (SFPUC) Customer Services Bureau (CSB) Division desires to replace / renew their current electronic bill payment and presentment vendor (EBPP) whose contract is due to expire. The Customer Services Bureau (CSB) is responsible for the billing and collection of utility services and is the primary point of contact for water and wastewater customers. The CSB maintains over 177,000 water and wastewater service accounts, over 7,175 municipal and retail electric service accounts totaling over one billion dollars in annual revenue. The consequence of denying this request would render CSB and the SFPUC unable to effectively bill and collect electronic funds from customers.

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

PSC-4111-12/13

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.

Once selected, implementing an Electronic Bill Payment and Presentment System (EBPP) provider requires a level of detail that make it cost prohibitive to transition providers in less than a five-year period.

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:

Federal and state regulations/laws require extremely careful management of private customer data (including bank account and credit/debit card information) and outsourcing this responsibility to a qualified, audited third party is considered a "best practice" by industry experts.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: • IVR-Payment • Donations • Return Mail • Business Intelligence, reporting, dashboards • Training • Data, Security, Disaster Recovery • Online Customer Self-Service

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.

Not applicable because the city is not going to develop their own proprietary software just for this.

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, EBPP requires very specialized engineering, proprietary software and support skills. Developing the skills internally would not be practical or cost effective for the SFPUC or CCSF.

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 is no training involved because the work the selected contractor will perform under this contract is highly specialized, technically intricate, and proprietarily held by the electronic bill payment and presentment industry providers.

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 10/05/2023, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47681 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

From: dhr-psccoordinator@sfgov.org on behalf of shale@sfwater.org
To: [@Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); oumar.fall@seiu1021.org; oumar.fall@seiu1021.org; sportillo@ifpte21.org; sportillo@ifpte21.org; matthew.torres@seiu1021.org; matthew.torres@seiu1021.org; cade.crowell@seiu1021.org; jduritz@uapd.com; kdavis@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; dho@ifpte21.org; dho@ifpte21.org; dvickers@iam1414.org; SF-DHR-Info@seiu1021.org; SF-DHR-Info@seiu1021.org; sbabaria@cirseiu.org; andrea@sfmea.com; Camaguey@sfmea.com; Camaguey@sfmea.com; cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferlocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; rmarenco@twusf.org; pwilson@twusf.org; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; [Emanuel, Rachel \(DFM\); laborers261@gmail.com](mailto:Emanuel,Rachel.(DFM).@laborers261@gmail.com); junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tracym@sfpoa.org; mleach@bt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; [Meyers, Julie \(HSA\); seichenberger@local39.org](mailto:Meyers,Julie.(HSA).@seichenberger@local39.org); jason.klumb@seiu1021.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](mailto: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@opcmllocal300.org; ramonliuna261@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; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; [@Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); dhr-psccoordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 47681 - 23/24
Date: Thursday, October 5, 2023 2:45:13 PM

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.

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

RECEIPT for Union Notification for PSC 47681 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47681 - 23/24 for \$2,000,000 for Initial Request services for the period 09/01/2024 – 08/31/2029. 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/21526> 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 COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 4111-12/13)

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

Type of Service: Electronic Bill Presentment and Payment(CS-310)

Funding Source: SFPUC Operating Budget

PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 10/01/13 - 10/01/18 (5 years 1 day).

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 10/02/18-06/30/20 (1 year 39 weeks).

PSC Mod#2 Amount: \$900,000 PSC Mod#2 Duration: 07/01/20-08/31/24 (4 years 9 weeks).

PSC Cumulative Amount Proposed: \$1,900,000 PSC Cumulative Duration Proposed: 10 years 48 weeks

1. Description of Work

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

The Scope of Work consists of four (4) categories of banking and payment services: (1) Enrollment Services to help San Francisco Public Utilities Commission (SFPUC) increase customer enrollment in Electronic Bill Presentment and Payment (EBPP); (2) EBPP Services to help SFPUC increase its customer use of EBPP through a bank or non-bank EBPP service; (3) EBPP Services to help SFPUC increase its customer use of EBPP through its own SFPUC centered/branded EBPP service; and (4) Other options to deliver EBPP such as ATMs, Kiosks, Mobile Device, In person cash, check and/or card payments, and others.

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

SFPUC currently offers various payment options to its customers including EBPP. Approximately 20% of SFPUC customers receive their water and sewer bills electronically and over 50% of SFPUC customers pay their water and sewer bills electronically or through other options such as direct debit, home banking, in person, etc. Further, SFPUC has plans to change its billing frequency from bi-monthly to monthly. For this reason, it is critical that increased EBPP service and expanded payment options are available to SFPUC customers.

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

Similar services have been provided in the past via PSC No. 3050-08/09 (CS-960I).

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 initial term of the current contract is for five years with the option to extend it for up to four years. SFPUC continues to increase its adoption rate of the various payment options and continues to receive excellent service from its contractor. For this reason, we respectfully request to extend the term for another four years.

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

Expertise in designing, developing/engineering, implementing, operating and servicing a complete, internet-based EBPP solution, and associated support services. In addition, the service requires expertise in payment processing and private data management. Federal and state regulations/laws require extremely careful management of private customer data (including bank account and credit/debit card information) and outsourcing this responsibility to a qualified, audited third party is considered a "best practice" by industry experts.

B. Reason for the request for modification:

To extend the term for another four (4) years and increase the current not-to-exceed amount. SFPUC continues to increase its adoption rate of the various payment options and continues to receive excellent service from its contractor. For this reason, we respectfully request to extend the term for another four years.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expertise in designing, developing/engineering, implementing, operating and servicing a complete, internet-based EBPP solution, and associated support services. In addition, the service requires expertise in payment processing and private data management.

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: Yes, contractor will host, manage and control its EBPP service at its own facility. Federal and state regulations/laws require extremely careful management of private customer data (including bank account and credit/debit card information) and outsourcing this responsibility to a qualified, audited third party is considered a "best practice" by industry experts.

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 since presently no persons or CCSF agencies have designed, built and operated an EBPP service. EBPP product development, engineering, operation and customer support requires very unique skill sets with knowledge not available within CCSF.

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. EBPP requires very specialized engineering, operation and support skills. Developing the skills internally would simply not be practical, cost-effective or in the best interest of SFPUC or CCSF.

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.

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 01/28/20, 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# 4111-12/13

DHR Analysis/Recommendation:

03/02/2020

Commission Approval Required

Approved by Civil Service Commission

03/02/2020 DHR Approved for 03/02/2020

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: Maintenance, hardware & software upgrades and 24-hours support to maintain the DCS system (CS-

Funding Source: Wastewater Revenue & Bond Funds

PSC Duration: 3 years 21 weeks

PSC Amount: \$1,545,332

1. Description of Work

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

Provide emergency technical support 24-hours a day, maintenance, and remote monitoring of the Distributed Controls System (DCS) software and hardware modules, software patches and upgrades, and phased equipment upgrades at the Southeast and Oceanside Plants. It also establishes a procedure to keep Wastewater Enterprise (WWE) systems up-to-date, which will allow WWE to effectively manage the wastewater treatment systems.

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

The current DCS is a proprietary system, and is used for the wastewater process control at all the WWE facilities. The DCS system was originally installed in 1991-92 and was upgraded in 2007. If the support/maintenance service is denied, then WWE cannot keep the system up-to-date to effectively manage the wastewater treatment systems. This can result in increased risk of non-compliance with regulatory permits and jeopardize the health and safety of the citizens of San Francisco.

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.

Service has been provided in the past through earlier PSC request. See 4092-10/11

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.

N/A

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 software licenses and hardware for the DCS system are proprietary and therefore it is not possible for the City to upgrade the program codes and patches.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Requires specialized knowledge of the existing proprietary DCS and SCADA systems (hardware and software).
- 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?

Not applicable. The proprietary DCS software provides the WWE DCS Group with the tools to develop in-house control logic and graphics for wastewater process control, and the proprietary DCS hardware is used to interface the process with the software. As the DCS software platform and hardware is proprietary, the WWE DCS Group will not perform the services that are provided by this maintenance contract.

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

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable because the software licenses and hardware for DCS systems are proprietary. The DCS software system is a copyrighted intellectual property and therefore it is not possible for WWE to upgrade the program codes and patches. The DCS is jointly maintained by the Vendor and the in-house WWE DCS Group. The Vendor maintenance contracts that we've had in the past provides us with DCS software platform updates and patches, system backups, hardware replacements and upgrades, tech support and deep troubleshooting. The WWE DCS Group is trained and experienced in working with the DCS and provides daily corrective maintenance, and quarterly and as-needed preventative maintenance (cleaning control cabinets, check status of hardware and software, contact Vendor if needed). Additionally, a large part of what the DCS Group does is in-house engineering and in-house software programming for process control as needed by R&R and Capital projects and Maximo work orders. The proprietary DCS software provides the WWE DCS Group with the tools to develop in-house control logic and graphics for wastewater process control, and the proprietary DCS hardware is used to interface the process with the software. As the DCS software platform and hardware is proprietary, the WWE DCS Group will not perform the services that are provided by this maintenance 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 DCS software system is a copyrighted intellectual property of Invensys and therefore it is not possible for WWE to upgrade the program codes and patches.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. One 7336, Electronic Instrumentation technician and one 1042, IS Engineer will receive emergency training up to 40 hours/year each. The training session will cover the software applicability as it relates to DCS maintenance and operation.
- 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. CS-318 Schneider Electric Systems USA, Inc.

7. **Union Notification:** On 10/19/2023, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47933 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

From: dhr-psccoordinator@sfgov.org on behalf of shale@sfwater.org
To: [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.](mailto:Hale,Shawndrea.M.;oumar.fall@sieu1021.org;oumar.fall@sieu1021.org;sportillo@ifpte21.org;sportillo@ifpte21.org;matthew.torres@sieu1021.org;matthew.torres@sieu1021.org;cade.crowell@sieu1021.org;jduritz@uapd.com;kdavis@ifpte21.org;kdavis@ifpte21.org;jharding@ifpte21.org;mweirick@ifpte21.org;mweirick@ifpte21.org;agarza@ifpte21.org;dho@ifpte21.org;dho@ifpte21.org;dvickers@iam1414.org;SF-DHR-Info@sieu1021.org;SF-DHR-Info@sieu1021.org;sbabaria@cirseiu.org;andrea@sfmea.com;Camaguey@sfmea.com;Camaguey@sfmea.com;cpark@local39.org;cpark@local39.org;khughes@ibew6.org;ewallace@ifpte21.org;ewallace@ifpte21.org;plangrooferslocal40@gmail.com;rooferslocal40@gmail.com;seichenberger@local39.org;dtuttle@oe3.org;dtubble@oe3.org;pkim@ifpte21.org;najuawanda.daniels@sieu1021.org;pking@uapd.com;president@sanfranciscodsa.com;max.porter@sieu1021.org;kennethlomba@gmail.com;snaranjo@cirseiu.org;mdennis@twusf.org;rmarenco@twusf.org;pwilson@twusf.org;cmoyer@nccrc.org;noah.frigault@sfgov.org;sfdpoa@icloud.com;Mjayne@iam1414.org;Emanuel,Rachel(DFM);laborers261@gmail.com;junko.laxamana@sfgov.org;jennifer.esteen@sieu1021.org;emathurin@cirseiu.org;abush@cirseiu.org;sbabaria@cirseiu.org;anthony@dc16.us;mlobre@sfpoa.org;tracym@sfpoa.org;mleach@bt856.org;rooferslocal40@gmail.com;sal@local16.org;Criss@sfmea.com;Meyers,Julie(HSA);seichenberger@local39.org;jason.klumb@sieu1021.org;Camaguey@sfmea.com;ablood@cirseiu.org;kcartermartinez@cirseiu.org;ecassidy@ifpte21.com;WendyWong26@yahoo.com;wendywong26@yahoo.com;sarah.wilson@sieu1021.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@sieu1021.me;pcamarillo_sieu@sbcglobal.net;MRainsford@local39.org;Wendy.Frigillana@sieu1021.org;pscreview@sieu1021.org;pkim@ifpte21.org;agonzalez@iam1414.org;ted.zarzecki@sieu1021.net;leah.berlanga@sieu1021.org;gail@sfflocal798.org;cityworker@sfcwu.org;davidmkersten@gmail.com;djohnson@opcmllocal300.org;ramonliuna261@gmail.com;ablood@cirseiu.org;pkarinen@nccrc.org;tony@dc16.us;stevek@bac3-ca.org;xiumin.li@sieu1021.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;sfsmsa@gmail.com;bart@dc16.us;david.canham@sieu1021.org;jtanner940@aol.com;oashworth@ibew6.org;L21PSCReview@ifpte21.org;laborers261@gmail.com;local200twu@sbcglobal.net;speedy4864@aol.com;Christina@sfmea.com;ecdemvoter@aol.com;thomas.vitale@sieu1021.org;Hale,Shawndrea.M.;dhr-psccoordinator@sfgov.org</p><p>Subject: Receipt of Notice for new PCS over $100K PSC # 47933 - 23/24
Date: Thursday, October 19, 2023 3:35:26 PM</p><hr/></div><div data-bbox=)

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

RECEIPT for Union Notification for PSC 47933 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47933 - 23/24 for \$1,545,332 for Initial Request services for the period 01/01/2024 – 06/01/2027. 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/21574> 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

Additional Attachment(s)



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Contract Administration Bureau
525 Golden Gate, 8th Floor
San Francisco, CA 94102
T 415.551.4603
F 415.554.3225

February 4, 2014

Gene Bradford
Invensys Systems Inc.
2000 Crow Canyon Place #170
San Ramon, CA 94583
Email: Gene.bradford@invensys.com

RE: 1) Notice of Contract Award - Equipment and Software Maintenance (CS-318)
2) Transmittal - Executed Agreement between the City and County of San Francisco
Public Utilities Commission and Invensys Systems Inc.

Dear Mr. Bradford:

This letter provides a *notification of contract award* for the following contracted work:

BLANKET PURCHASE ORDER NO: **BPUC14000054**
- *Work may not be charged against this blanket purchase order number*

SCOPE: To provide emergency technical support response, system maintenance & monitoring, software & equipment upgrades the southeast plant & Oceanside plant distributed control systems.

EFFECTIVE DATE: **January 30, 2014 to October 31, 2016**

CONTRACT TO DATE: Total value of contract not to exceed **\$3,342,840.00**

Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Should you have any questions, please do not hesitate to contact Rosiana Angel at (415) 554-1549.

Enclosure: Executed Agreement

cc: Tommy Moala
Betsy Liau, Invensys Operations Management
1090 Equity Drive, Houston, TX 77041
File/NCA-CS-318

Edwin M. Lee
Mayor

Vinco Courtney
President

Ann Moller Caen
Vice President

Francesca Viator
Commissioner

Anson Moran
Commissioner

Art Torres
Commissioner

Harlan L. Kelly, Jr.
General Manager



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

**Agreement between the City and County of San Francisco and
Invensys Systems, Inc.**

**Equipment and Software Maintenance
Professional Services Agreement**

This Equipment and Software Maintenance Professional Services Agreement is made this 1st day of November 2013, in the City and County of San Francisco, State of California, by and between: **Invensys Systems, Inc., 10900 Equity Drive, Houston, TX 77041**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the San Francisco Public Utilities Commission Wastewater Enterprise Division ("Department") wishes to procure Invensys Systems, Inc. to provide emergency technical support response - 24 hours a day, 7 days a week; system maintenance and monitoring; software and equipment upgrades for the Southeast Plant and the Oceanside Plant Distributed Control Systems, as more particularly described in the attached Appendix A; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4092-10/11 on August 5, 2013; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Public Utilities Commission Resolution Number 13-0142 on September 24, 2013; and

Now, THEREFORE, the parties agree as follows:

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

Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall start on the later of **November 1, 2013** or the date on which the City's Controller certifies to the availability of funds, as described in Section 1. Unless sooner terminated as set forth herein, the term shall end thirty-six (36) months later. City shall have the option to extend this Agreement for up to two additional years.

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

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. License.

a. **Grant of License.** Subject to: (i) the City's compliance with the terms and conditions of the Software License previously entered into by the Parties, described in item (h) below; (ii) the City's compliance with the license terms set forth in this Section 5, Items (a) through (g); and (iii) the City's previous payment of the applicable one-time license fee, receipt of which is hereby acknowledged by Contractor, Contractor did grant and continues to grant City a non-exclusive and non-transferable perpetual license to use the Licensed Software listed in Appendix A. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.

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

c. **Use on other than Designated CPU or site.** A single back-up or replacement CPU may be used as a substitute for a Designated CPU at any time, provided that City provides Contractor with written notice of such hardware substitution, including information regarding the replacement hardware as required for the Designated CPU pursuant to this Agreement, that City refrain from using the Licensed Software simultaneously on both the Designated CPU and the substitute CPU, and that the Licensed Software be removed from or rendered inoperable on the Designated CPU by the City in a timely manner subsequent to installation of the Licensed Software upon the substitute CPU.

For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software in its municipal operations, City may make one copy of the Licensed Software for archival purposes and use such archival copy on a CPU other than the Designated CPU, or at a site other than the Designated Site, so long as such alternative CPU or site is owned or controlled by City. The use of such archival copy shall be limited to (1) the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness and (2) during any period subsequent to the occurrence of an actual disaster during which the City cannot operate the Licensed Software on the

Designated CPU or at the Designated Site. City agrees to furnish evidence of its disaster recovery plan and procedures upon Contractor's request.

d. **Transfer of Products.** City may move the Licensed Software and supporting materials to another City site which physically replaces the original installation site upon prior written notice to Contractor.

e. **Documentation.** Contractor shall provide City with the Licensed Software specified in the Authorization Document and a minimum of two copies of the Documentation per installation. Contractor grants to City permission to duplicate all printed Documentation for City's internal use.

f. **Proprietary Markings.** City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed Software or any related materials or Documentation.

g. **Authorized Modification.** City shall also be permitted to develop, use and modify Application Program Interfaces (API's), macros and user interfaces. For purposes of this Agreement, such development shall be deemed an authorized modification. Any such APIs, macros or other interfaces developed by the City shall become the property of the City to the extent such API contains no Software owned by Contractor which at all times, shall remain the property of Contractor.

h. (i) **"Licensed Software" or "Software"** as used in this Agreement shall mean the computer software programs listed in Appendix A, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation, for which Contractor has granted the City a license. All modifications, enhancements, developments, additions or interfaces with other computer programs made by Contractor in the course of the performance of services shall be deemed owned by Contractor and included in the Licensed Software and shall be subject to all rights and limitations set forth in this Section 5.

(ii) Contractor's Software licensed to the City may contain components that are owned by third parties. This Agreement does not confer any ownership rights to City. Contractor warrants that it has the right to sublicense such third party software.

(iii) The City may not without Contractor's prior written express consent (a) copy, modify, sublicense, loan or transfer (except for transfer permitted per sub item (iv) below), in any manner the Licensed Software; (b) create derivative works based on the Licensed Software; (c) translate, decompile, disassemble, reverse assemble, reverse engineer, emulate or perform any other operation on the Licensed Software, unless the operation is specifically authorized by law. The City shall hold the Licensed Software in strict confidence and will not allow third parties, other than its employees with a need to use the Licensed Software to access or use the Licensed Software without Contractor's prior written consent.

(iv) The City may not transfer its license to use the Licensed Software and related Documentation to a third party without Contractor's prior written consent, which shall not be unreasonably withheld.

6. **Delivery-Risk of Loss.** If any of the Licensed Software products or equipment are lost or damaged during shipment, Contractor shall promptly replace such products, including the replacement of program storage media if necessary, at no additional charge to the City. Risk of loss or damage passes to the City upon delivery of the Licensed Software products or equipment.

7. Training. City has elected to participating the Customer First Training Growth Fund (the "TGF"). Currently, City has allocated \$2,800 per year to the TGF. As part of the TGF program, Contractor will provide a dollar for dollar credit for each dollar that City allocates to the TGF, up to 10% of the Agreement value. As City has currently allocated \$2,800 per year, Contractor's credit will be \$2,800 per year for City to use the training. Training classes are held at Contractor's Houston, TX location or its Foxboro, MA location. City has flexibility in how it opts to utilize the funds it puts in the TGF and Contractor's matching credit. By way of example, the cost of one person to go to training for one week at one of Contractor locations (excluding travel and per diem expenses) is \$2,800. With Contractor's matching credit, City could also send a second person for a week of training or have one person attend two weeks of training. City could also opt to use its TGF of \$2,800 per year and Contractor's matching credit of \$2,800 for other types of training courses that are offered by Contractor. Prices for training are those set forth in Contractor's course catalogue.

8. Maintenance and Support Services. After Acceptance of the Licensed Software upgrades, releases, enhancements, to be provided by Contractor to the City and subject to the terms and conditions of Section 5, License, Contractor will provide City with maintenance and support services for the Licensed Software as follows: (i) Contractor will provide such assistance as necessary to cause the Licensed Software to perform in accordance with the Specifications as set forth in the Documentation; (ii) Contractor will provide, for City's use, whatever improvements, enhancements, extensions and other changes to the Licensed Software Contractor may develop provided the Licensed Software is listed in Appendix A as being in the Preferred Lifecycle Phase, and (iii) Contractor will update the Licensed Software, as required, to cause it to operate under new versions or releases of the operating system specified in the Authorization Document so long as such updates are made generally available to Contractor's other Licensees at no charge. With respect to Software improvements provided under (ii) or for an update if any provided under (iii), such improvement or updates are to be installed by the City. If the City requests Contractor perform the installation, such installation service would be outside the scope of this Agreement and such installation services would be contracted for separately by City.

9. Hotline Support. Contractor shall provide 24 hours a day, 7 days a week remote services (as further described in Appendix C, "Remote Services Security") hotline support to City to help City answer routine questions with respect to the use of the Software.

10. City Responsibilities Related to Support. City shall use reasonable efforts to make available to Contractor reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the Licensed Software Product and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services. City shall be responsible for the interface between the Licensed Software and other software products installed on City equipment. Unless otherwise agreed in writing between City and Contractor, City is responsible for installing, managing and operating any Licensed Software delivered under this Maintenance Agreement.

11. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the **PUC Assistant General Manager** of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Three Million Three Hundred and Forty Two Thousand Eight Hundred and Forty Dollars and No Cents (\$3,342,840.00)**, representing **Eight Hundred and Forty Two Thousand Eight Hundred and Forty Dollars and No Cents (\$842,840.00)** for the three years of Services to be provided hereunder between November 1, 2013 to October 31, 2016 (the "Total Services Value")

and Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) in optional upgrades (the "Total Upgrade Value"). The approval of the \$2,500,000.00 for upgrades does not obligate the City to purchase any such upgrades during the Term of this Agreement, any such purchase being at the sole discretion of the City. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by PUC Wastewater Enterprise Division as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments. In no event shall City be liable for interest or late charges for any late payments.

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

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

14. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll?f=id\\$Id=San%20Francisco%20Administrative%20Code%3A%3A3407\\$cid=california\\$t=document-frame.htm\\$an=JD_21.35\\$3.0#JD_21.35](http://www.amlegal.com/nxt/gateway.dll?f=id$Id=San%20Francisco%20Administrative%20Code%3A%3A3407$cid=california$t=document-frame.htm$an=JD_21.35$3.0#JD_21.35). 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.

15. Reserved

16. Taxes. Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes is clearly identified on the Contractor's invoice. The City shall not be

required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

a. Payment to the appropriate taxing authority of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

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

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

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

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

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

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

18. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

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

20. 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.

21. Insurance

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

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

(2) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for bodily injury, property damage, contractual liability, personal injury, products and completed operations, including Owned, Non-Owned and Hired auto coverage, as applicable; and

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

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

(1) Name as Additional Insured the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective Officers and Employees.

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

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

d. Contractor shall notify City with 30 day advance notice if any changes to policy occur such as reduction or cancellation. Notices shall be sent to the City address in the "Notices to the Parties" section. In addition to the foregoing, Contractor agrees to provide the City with 30 days advance written notice of any reduction, cancellation, or non-renewal of coverages.

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

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

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

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

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

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds

22. Indemnification.

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, to the percentage extent arising from Contractor's negligent acts or omissions of its obligations under this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

The above indemnity obligation is contingent upon: (a) the City promptly notifying Contractor of such claim, (b) Contractor exclusively controlling the defense of the claim, provided, however, that Contractor will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of City, which consent will not be unreasonably withheld, unless the judgment or proposed settlement involves only the payment of money damages by Contractor and does not impose any obligation upon City and Contractor obtains the full and complete release of City; City shall have the right to have any suit or proceeding monitored by counsel of City's choice and at its expense; (c) the City providing reasonable assistance, at Contractor's expense, in the defense of the claim and (d) further provided the City does not enter into any settlement or make any concession regarding the claim without Contractor's prior written approval. If Contractor does not assume the defense of claim as required above, (i) City may defend against, and consent to the entry of any judgment, or enter into any settlement, with respect to the claim in any manner it reasonably may deem appropriate, and City need not consult with, or obtain any consent from, Contractor; and (ii) Contractor will remain responsible for any losses City may suffer resulting from, arising out of, relating to, in the nature of, or caused by the claim to the fullest extent provided in this Section 22.

23. Infringement Indemnification.

If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed Software infringes a patent, copyright, or any intellectual property right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor: (i) is promptly notified of the claim, (ii) has sole control of the defense of any such action and all negotiations for its settlement or compromise, and (iii) the City provides reasonable assistance, at Contractor's expense, in the defense of the claim. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an

allegation that City's use of the Licensed Software constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor: (i) is promptly notified of the claim, (ii) has sole control of the resolution of any such claim and all negotiations for its settlement, and (iii) the City provides reasonable assistance, at Contractor's expense, in the defense of the informal claim. Contractor shall not be responsible for any settlement of a judicial action or informal claim made by the City without Contractor's prior written consent.

In the event a final injunction is obtained against City's use of the Licensed Software by reason of infringement, or in Contractor's opinion City's use of the Licensed Software is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed Software as contemplated hereunder, (b) replace the Licensed Software with a non-infringing, functionally equivalent substitute Licensed Software, or (c) suitably modify the Licensed Software to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed Software. If none of these options is reasonably available to Contractor, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either party hereto and Contractor shall refund to City all amounts paid under the applicable license agreement for the license of such infringing Licensed Software.

The obligations of Contractor under this Section 23 do not apply when the claim of infringement results from or is related to: (i) the City's use of the Software for other than the City's internal business purposes; (ii) any unauthorized modification or attempted modification of the Licensed Software by City or any failure by City to implement any improvements or updates to the Licensed Software, as supplied by Contractor, unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement, or (iii) the City's use or combination of the Licensed Software with products or data of the type for which the Licensed Software was neither designed nor intended to be used.

24. Contractor's Limitation of Liability.

a. No Liability for Consequential and Other Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

b. Maximum Liability. IN NO EVENT SHALL CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED TWO MILLION DOLLARS. CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONTRACTOR'S OBLIGATIONS TO INDEMNIFY AND DEFEND CITY AGAINST ANY CLAIMS, INCLUDING DEATH, PURSUANT TO INDEMNIFICATION, SECTION 22, (3) CONTRACTOR'S OBLIGATIONS TO INDEMNIFY AND DEFEND CITY PURSUANT TO THE INFRINGEMENT INDEMNIFICATION, SECTION 23, (4) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN EACH OF THE INDIVIDUAL INSURANCE COVERAGE OF THIS AGREEMENT, AND (5) STATUTORY DAMAGES SPECIFIED IN THIS AGREEMENT.

25. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 11 OF

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

26. Reserved.

27. Default; Remedies.

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

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

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|---|---------------------------------------|
| 14. Submitting false claims | 44. Drug-free workplace policy |
| 16. Taxes | 60. Compliance with laws |
| 21. Insurance | |
| 31. Proprietary or confidential information of City | 64. Protection of private information |
| 37. Assignment | 65. Graffiti removal |

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of thirty (30) days after written notice thereof from City to Contractor.

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

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

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

liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations, unless such remedy is expressly stated as being limited or exclusive. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations, unless such remedy is expressly stated as being limited or exclusive. The exercise of any remedy, shall not not preclude or in any way be deemed to waive any other remedy.

28. Termination for Convenience.

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

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

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

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

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

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

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

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

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has

not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

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

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| 14. Submitting false claims | 31. Proprietary or confidential information of City |
| 16. Taxes | 33. Ownership of Results |
| 17. Payment does not imply acceptance of work | 35. Audit and Inspection of Records |
| 19. Responsibility for equipment | 55. Modification of Agreement. |
| 20. Independent Contractor; Payment of Taxes and Other Expenses | 56. Administrative Remedy for Agreement Interpretation. |
| 21. Insurance | 57. Agreement Made in California; Venue |
| 22. Indemnification | 58. Construction |
| 23. Infringement Indemnification | 59. Entire Agreement |
| 24. Contractor's Limitation of Liability | 63. Severability |
| 25. Liability of City | 64. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

30. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute 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.

31. Proprietary or Confidential Information. Subject to applicable state, federal and local freedom of information laws, for purposes of this Section, "Confidential Information" means any and all information in any form that a Party provides to the other Party and that has either (i) been marked as confidential due to its proprietary nature; or (ii) is of such a nature that a reasonable person would treat it as confidential under like circumstances. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party may have access to Confidential Information which may be owned or controlled by the other Party and that such information may contain proprietary or confidential details, the disclosure of which to third parties by the receiving Party may be damaging to the disclosing Party. Both Parties agree that all Confidential Information disclosed to it by the other Party shall be held in confidence and used only in performance of this Agreement. Each Party shall exercise the same standard of care to protect such information as it would to protect its own proprietary data. For purposes of Contractor's Proprietary or Confidential Information, the forgoing confidentiality obligations shall remain in effect for a period of three (3) years from the date of disclosure. The obligations of the receiving Party set forth above, however, shall not apply to the Confidential Information, or any portion thereof, which: (1) is now or hereafter becomes publicly known; (2) is disclosed to the receiving Party by a third party which the receiving Party has no reason to believe is not legally entitled to disclose such information; (3) is known to the Receiving Party prior to its receipt of the Confidential Information; (4) is disclosed with the releasing Party's prior written consent; or (5) is disclosed by the releasing Party to a third party without similar restrictions. Neither Party shall issue any press release concerning Contractor's work without the others consent.

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

To City: Public Utilities Commission, Wastewater Enterprise Division
Attn.: Tommy Moala, Assistant General Manager
525 Golden Gate Ave., 13th Floor
San Francisco, CA 94102
TMoala@Sfwater.org
415.554.2465

To Contractor: Invensys Systems Inc.
Attn.: Gene Bradford
2000 Crow Canyon Place #170
San Ramon, CA, 94583

Gene.bradford@invensys.com
714.299.5679

Any notice of default must be sent by registered mail and with respect to Contractor, a copy of any notice of default must also be sent to: Invensys Systems, Inc., Attn: NA Director of Contracts, 10900 Equity Drive, Houston, TX 77041.

33. Ownership of Results. For purposes of this Section, "Intellectual Property Rights" shall mean any patent, trademark, service marks, copyrights, trade secrets, ideas, concepts, know-how, techniques or other proprietary right. Excluding Contractor's or its subcontractors' Intellectual Property Rights and Confidential Information, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

34. Reserved.

35. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

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. 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.

39. Reserved.

40. Local Business Enterprise Utilization; Liquidated Damages.

a. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or

liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

c. There are no LBE goals set for this this Agreement.

41. Nondiscrimination; Penalties.

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States,

discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the Contract Monitoring Division.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

42. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

44. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

45. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

46. 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.

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

48. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

49. 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.

50. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth

in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This

obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

51. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

- h. Contractor shall keep itself informed of the current requirements of the HCAO.
- i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

52. Reserved. (First Source Hiring Program)

53. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

54. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

55. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

56. 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.

57. 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.

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

59. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 55, "Modification of Agreement."

60. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

61. 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.

62. Reserved.

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

64. 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.

65. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be

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

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

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

67. Reserved.

68. 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.

69. Compliance. Neither Party shall comply with any foreign boycott laws or requirements, which are in violation of any federal or state law, rule, or regulation. City acknowledges that

each product and any related software and technology, including technical information supplied by Contractor or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. City may not export the "Items" to another country without Contractor's written permission and payment of any applicable country specific surcharges. City agrees to comply fully with all relevant export laws and regulations of the United States and foreign nations in which the "Items" will be used ("Export Laws") to ensure that neither the "Items" nor any direct product thereof are (i) exported, directly or indirectly, in violation of any Export Laws; or (ii) are intended to be used for any purposes prohibited by the Export Laws. Without limiting the foregoing, City will not export or re-export the "Items": (i) to any country to which the United States has embargoed or restricted the export of goods or services or to any national of any such country, wherever located; (ii) to any end user who City knows or has reason to know will utilize the "Items" in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by federal agency of the U.S. government. Either Party shall execute and deliver to the other any documents as may be required to effect or evidence compliance. The Parties may correspond and convey documentation via the Internet unless City expressly requests otherwise. Neither Party has control over the performance, reliability, availability or security of the Internet.

70. Force Majeure. Neither party shall be liable for delays in the performance of its obligations under this Agreement caused by conditions beyond their reasonable control, ("Force Majeure"), provided notice thereof is given to the other party as soon as practicable and provided the non-performing party is without fault in causing reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means (including, with respect to Contractor, by meeting its obligation for performing disaster recovery services). "Force Majeure Event" means any event beyond the reasonable control of the party affected by such event, including without limitation, acts of war, act of terrorism, civil commotion, strike, epidemic accident, quarantines or regional medical crisis, fire, flood, wind, earthquake, blockade, embargoes, strikes and lockouts, any other Acts of God or judicial order. which event causes a party to delay or fail to perform under this Agreement,. If a Force Majeure Event occurs, the non-performing party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two (2) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

71. Warranties for goods, Licensed Software or services.

(a) Contractor warrants to City that the goods, Licensed Software or services Contractor provided hereunder shall, at time of delivery, materially conform to the specifications agreed between the Parties, including drawings or descriptions, specification sheets, drawings, notes and technical data for such goods, Licensed Software or the description of the services. In the absence of agreed upon specifications for goods and Licensed Software, Contractor warrants the goods and Licensed Software shall meet the applicable standard specifications available from Contractor for such goods and Licensed Software at the time of the issuance of the Agreement.

Contractor warrants that services shall be performed with reasonable skill and care and that Contractor is properly licensed and qualified to perform the services hereunder, and shall provide experienced personnel to perform services that are materially in conformity with the specifications of the Agreement. "Warranty Period" shall mean the applicable time period during which goods, Licensed Software and services are respectively guaranteed by Contractor under the conditions set forth herein. Measurement and Instrumentation ("M&I") products shall be guaranteed for a period of twenty-four (24) months following the date of shipment, with the exception of M&I I/A Series pressure products which are guaranteed for five (5) years following date of shipment. Goods and Licensed Software sold as Triconex, Foxboro, I/A, or SIS, are warranted for a period of twelve (12) months following installation or eighteen (18) months following the date of shipment, whichever occurs first. Spare Parts for the above are guaranteed for three (3) months from shipment, unless used for repair and replacement during the Warranty Period, in which case, the spare parts shall be guaranteed for three (3) months or until the end of the initial Warranty Period, whichever comes last. Avantis Software is guaranteed for a period of twelve (12) months from the date of the license. SimSci-Esscor and Refinery Offsite Software is guaranteed for one (1) year from the date of the license. Services are warranted for a period of six (6) months following their performance.

(b) Contractor further warrants that goods, at the time of their delivery, and the media on which the Licensed Software is provided will be free from defects in material and workmanship for the Warranty Period. If a material defect in workmanship with regard to the media carrying Licensed Software occurs during the Warranty Period, Contractor's sole obligation and City's sole remedy shall be the replacement of the media and the Licensed Software residing on the media, or a refund to the City of the portion of the Agreement for such media in the event the material defect in workmanship with regard to the media carrying Licensed Software persists.

(c) If, any time prior to the end of the applicable Warranty Period, the goods, Licensed Software or services, or any part thereof, do not conform to applicable warranties or specifications, City shall notify Contractor within a reasonable time after its discovery and shall provide written particulars of the non-conformity and all information and assistance necessary to enable Contractor to verify the nature and cause of the non-conformity and carry out its warranty obligations hereunder.

(d) 1. Non-conforming goods and Licensed Software subject to a warranty claim shall be returned to the nearest Contractor's repair facility, transportation charges prepaid for by the Contractor, after a return authorization number is received from Contractor. The costs to diagnose any non-conformity on City's site, if required, shall be at Contractor's expense. Goods returned by City to the Contractor and found upon Contractor's inspection to be non-conforming and Licensed Software found non-conforming upon Contractor's inspection shall be repaired, replaced or corrected, at Contractor's sole option and return-shipped by Contractor to City with transportation prepaid by Contractor..

2. Services subject to a warranty claims shall be re-performed, corrected, or the portion of the services that cannot be re-performed or corrected, shall be refunded to City.

3. Repaired or replaced goods and Licensed Software shall be warranted by Contractor for the remainder of the original Warranty Period or for three (3) months, whichever is longer, free of charge and return-shipped to City with transportation prepaid by Contractor. Contractor shall not be responsible for any offshore transport. All services corrected or re-performed shall be warranted only for the longer of the unexpired portion of the original

Warranty Period applicable to services, or ninety (90) days.

4. Goods, software and labor used, as well as any and all Expenses reasonably incurred, by Contractor for the diagnosis, repair, replacement or correction of any goods, Licensed Software or services subject to a warranty claim that are found in whole or in part to be non-conforming for reasons listed under Article 71e shall be for City's account.

5. If applicable, Contractor shall not be obliged to accept any goods delivered hereunder for repair or replacement until the same has been decontaminated by City, if required, at no expense to Contractor. Contractor shall not be liable for any loss or damage to goods incurred as a result of decontamination (including any loss or damage occasioned by Contractor's rejection of any goods which have been delivered to Contractor for repair, replacement, and warranty service. City shall furnish to Contractor, along with the returned goods, a Certificate of Decontamination signed by the agency performing the decontamination and countersigned by the City. City shall indemnify and save harmless Contractor against all damage howsoever incurred as a result of returning contaminated or improperly decontaminated equipment to Contractor for repairs or replacement.

6. Contractor's obligation and City's sole remedy under this Article is, at Contractor's option the repair or replacement, correction, for any non-conforming goods, Licensed Software or part thereof, or the portion of the services that cannot be reperformed or corrected, shall be refunded to City.

(e) The foregoing warranties do not apply to non-conformities caused by (i) City's design or installation of the goods and/or Licensed Software in a manner not reviewed and/or represented by Contractor as being compatible with Contractor's goods or Licensed Software, (ii) modification or repair to the goods and/or Licensed Software otherwise than as authorized in writing by Contractor; (iii) handling, storage, use or maintenance of the goods and/or Licensed Software in a manner or an environment inconsistent with the specifications and/or instructions or recommendations of Contractor; (iv) City's use of the goods and/or Licensed Software in combination with any third party product not procured by Contractor; and/or (v) installation or wiring of the goods and/or Licensed Software other than in accordance with Contractor's instructions.

(f) The foregoing warranties do not apply to Third Party Products not approved and used by Contractor in its performance of this Agreement.

(g) EXCEPT AS SET FORTH HEREIN AND IN THE WARRANTIES PROVISIONS CONTAINED IN SEPARATE SOFTWARE LICENSE(S) IF ANY, THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE OPERATION OF ANY SUCH SOFTWARE WILL BE UNINTERRUPTED AND/OR ERROR-FREE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CITY AND DO NOT EXTEND TO ANY THIRD PARTY, EXCEPT IN CASE OF TRANSFER OF THE SOFTWARE IN ACCORDANCE WITH APPLICABLE SOFTWARE LICENSE OR THE ASSIGNMENT ARTICLE.


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

CITY

CONTRACTOR

Recommended by:

Invensys Systems, Inc.



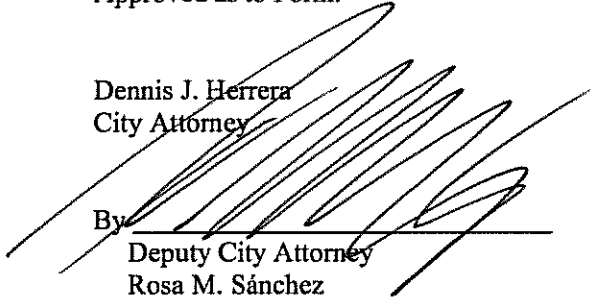
Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

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.

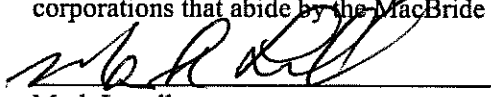
Approved as to Form:

I have read and understood paragraph 42, 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.

Dennis J. Herrera
City Attorney

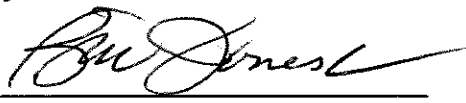
By 

Deputy City Attorney
Rosa M. Sánchez



Mark Levell
Director of Finance, NA
Invensys Systems, Inc.
33 Commerical Street
Foxboro, MA 02035

Approved:



Jaci Fong
Director, Office of Contract Administration

City Vendor Number: 26383

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Supplemental Customer First Program Provisions

Appendix A
Services to be provided by Contractor

1. Description of Services

a) **Scope of Work.** Contractor agrees to perform the following services:

This Feature Chart is a summary only of the key components of the Invensys Customer FIRST Program Premium Level Tier for the period of November 1, 2013 through October 31, 2016, with two (2) one year options to extend at the sole and absolute discretion of City.

TECHNICAL SUPPORT

- Business Hours Technical Phone Support (normal local business hours) √
- Emergency 24 Hour Technical Phone Support (24/7/365) √
- State of Readiness √
- Customer Call Management √
- Priority Technical Assistance √

ONSITE TECHNICAL SUPPORT

- Local representatives fulfill many scheduled and demand requirements √
- Preventative Maintenance Site Visit (s) Per Year 2
- Onsite Corrective Assistance – En route response commitment 24hrs
- Priority Response √
- Labor Cost Coverage √
- Support Hours 24/7

SELF-SERVICE SUPPORT TOOLS

- Web Support – Knowledgebase, Online Training, Proactive Communication √
- Customer Action Request √
- Support Usage & Summary Reports √

HARDWARE MAINTENANCE

- Module Exchange Program (Advance Replacement) √
- Priority Response √
- MEP/MRP Parts Discount - Material Cost Coverage √
- ³Return of failed refurbishable part within 20 days required. Non-compliance will result in issuance of invoice. √
- Advantage Program Discount √
- Discount on Spares √

SOFTWARE MAINTENANCE

- Software maintenance releases, service packs, quick fixes, safety fixes, hot fixes, etc. √
- Software version upgrades & revisions – requires system SW to be at “Preferred” Ver. √
- Discount on Test and Offline Development Systems License √

LIFECYCLE MANAGEMENT

- Annual Lifecycle Assessment Report √
- Upgrade Planning Roadmap √

REMOTE SERVICES

Diagnostic assistance and predictive maintenance supplied by senior level technical personnel

- Remote Watch Services (Remote Diagnostics) √
- Remote Health Checks Scheduled/Provided Per Year 2

TRAINING & CONSULTING

- Discount on Consulting Services (when purchased with Service Agreement) √
- Discount on Site Engineering Services √

OPTIONS:

- Training Growth Credit – Invensys Match Customer Contribution √
- Flexible Material Fund √
- Travel Provisions √

b) **List of Equipment and Licensed Software.** The following listed hardware modules, core system software and software applications are covered under this LifeTime Service Support Agreement (see the definition of LifeTime Service Support Agreement at the end of this Appendix A).

City of SFR South East Sept 28 2013 Lifecycle Update

Items	Qty	Product	Short Description	Lifecycle phase	Obsolete Date
1	1	P0923LY	P92-390 Workstation Style G, Rev A,B,C,D, E, F	LifeTime	6/1/2014 ^{See Note 2}
2	2	P0923MA	P91-PE2900 Styles B,C & D	LifeTime	
3	2	P0923PK	P90-PE2950 Workstation Style A Rev A,B,C	LifeTime	
4	12	P0923QV	P92-T3400 Workstation Style H, Rev A,B,C,D	LifeTime	
5	7	S10D00210010	I/A Series Windows W'kstation SW Lic (Certificate)	Preferred	
6	1	S10D00230010	I/A Series Windows W'kstation SW Lic (Certificate)	Preferred	
7	1	S10D002K0010	I/A Series Windows W'kstation SW Lic (Certificate)	Preferred	
8	1	S10D02210110	I/A Series Windows W'kstation SW Lic (Certificate)	Preferred	
9	1	S36000000320	InFusion Base Platform License	Preferred	
10	6	S36000000020	InFusion Base Platform License	Preferred	
11	1	P0972GJ	P69 Workstation Style C, Rev. A,B,C	Obsolete	6/1/2008 ^{See Note 2}
12	1	J0200MP	AW51E Station Lic (Nodebus)	LifeTime	
13	1	P0970BC	Dual Nodebus Interface Module (DNBI)	LifeTime	
14	12	P0972MJ	16 Port 100BaseFX Fast Ethernet Switch	LifeTime	
15	2	P0972VA	Address Translation Station;Mesh/Nodebus Connect	Preferred	
16	6	P0911AC	Communications Processor 15 (Synchronous)	Obsolete	6/1/2009 ^{See}

17	28	P0917YZ	FCP270 Control Processor	Preferred
18	3	S61C10001000	I/A Series Function Block SW Lic (Certificate)	Preferred
19	1	S61C11111000	I/A Series Function Block SW Lic (Certificate)	Preferred
20	1	S61C11112000	I/A Series Function Block SW Lic (Certificate)	Preferred
21	1	S61C11211000	I/A Series Function Block SW Lic (Certificate)	Preferred
22	3	S61C11212000	I/A Series Function Block SW Lic (Certificate)	Preferred
23	1	S61C11411000	I/A Series Function Block SW Lic (Certificate)	Preferred
24	1	S61C11521000	I/A Series Function Block SW Lic (Certificate)	Preferred
25	2	S61C11621000	I/A Series Function Block SW Lic (Certificate)	Preferred
26	1	S61C11941000	I/A Series Function Block SW Lic (Certificate)	Preferred
27	1	S61C21211000	I/A Series Function Block SW Lic (Certificate)	Preferred
28	1	S61C21511000	I/A Series Function Block SW Lic (Certificate)	Preferred
29	1	S61C21521000	I/A Series Function Block SW Lic (Certificate)	Preferred
30	46	P0400DA	FBM01 0-20 mA Input	Mature
31	12	P0400YE	FBM04 0-20 mA Input/Output	Mature
32	40	CM400YH	FBM07 Contact/dc Input	Mature
33	29	CM400YJ	FBM08 120 Vac Input	Mature
34	22	DM400YJ	FBM08 120 Vac Input	Mature
35	20	CM400YK	FBM09 Contact/dc Input/Output	Mature
36	8	CM400YL	FBM10 120 Vac I/O	Mature
37	49	DM400YL	FBM10 120 Vac Input/Output	Mature
38	6	CM400YN	FBM12 Contact/dc Input Expander	Mature
39	2	P0914SY	FBM204 4 Channel 0-20 In + 4 Channel 0-20 Out	Preferred
40	6	P0926GW	FBM232, 10/100 Mbps Ethernet, Single	Preferred
41	1	P0914TG	FBM241 Ch Isolated Vmon DI + External Source DO	Preferred
42	1	P0914WM	FBM241c Ch Isolated CSense DI + External Source DO	Preferred
43	2	J0173EH	Additional DM/FoxView (51 Series) SW Lic	LifeTime
44	1	J0177AA	Additional DM/FoxView (51 Series) SW Lic (5 User)	LifeTime
45	16	J0200RV	App Station V6* SW For Windows Ethernet License	Preferred
46	1	J0173DF	Device Monitor (51 Series) SW Lic	LifeTime
47	1	J0173DE	Disk Mirroring/Concatenation (51 Series) SW Lic.	LifeTime
48	4	Q0300GB	FoxAPI V4.0 For I/A NT	LifeTime
49	1	Q0300GA	FoxAPI V4.0 For I/A UNIX	LifeTime
50	15	J0200JN	FoxDraw Standalone Lic	Available
51	4	J0200NG	FoxPanels SW Lic For Windows	Preferred
52	15	P0922RV	FoxView/FoxDraw For Windows XP/S2003 Media Kit	Available
53	1	J0173DQ	Historian 4000 (51 Series) SW Lic	LifeTime
54	6	J0173PA	Instrument Gateway SW Lic	LifeTime
55	1	J0173DS	Int Ctl Configurator (51 Series) SW Lic	LifeTime
56	17	L0997CC	Integrated Control Configurator (ICC) - Windows	Available
57	1	J0173EF	SMDH For WP/AW (51 Series) SW Lic	LifeTime

58	1	J0173DZ	System Monitor (51 Series) SW Lic	LifeTime	
59	1	P0970RA	3.5-Inch Floppy Drive, Wedge Mount	Obsolete	1/1/2013 ^{See} Note 2
60	8	P0904AK	50 Series GCIO Interface w/o TS (EC96)	Preferred	
61	1	P0970JE	644 Mb CD-ROM, Enclosure Mounted	Obsolete	1/1/2013 ^{See} Note 2
62	1	P0913AV	Alarm Printer, Okidata 591 - 120 Vac	LifeTime	
63	5	P0903CV	Annunciator Keyboard	Preferred	
64	7	P0903CW	Annunciator/Numeric Keyboard	Preferred	
65	1	P0912QJ	Color Printer, HP 1600CM	LifeTime	6/1/2014 ^{See} Note 2

**City of SFR Ocean Side Sept 28 2013 Lifecycle
Update**

Item	Qty	Product	Short Description	Lifecycle phase	Obsolete Date
1	5	P90A79900140	Workstation Server Model P90 For Windows®	Mature	
2	10	P92504660700	Model P92 Workstation For Windows	Mature	
3	6	S10B00210010	I/A Series Windows W'kstation SW Lic (Certificate)	Preferred	
4	2	S10E00200000	I/A Series Windows W'kstation SW Lic (Certificate)	Preferred	
5	7	S36000000020	InFusion Base Platform License	Preferred	
6	5	S36510400140	InFusion Base Platform License	Preferred	
7	1	P0972GJ	P69 Workstation Style C, Rev. A,B,C	Obsolete	6/1/2008 See Note 2
8	1	J0200MP	AW51E Station Lic (Nodebus)	LifeTime	
9	1	P0970BC	Dual Nodebus Interface Module (DNBI)	LifeTime	
10	1	P0972VA	Address Translation Station;Mesh/Nodebus Connect	Preferred	
11	2	P0973KJ	C5 Switch - 26 SFP Port Uplink Switch	Mature	
12	12	P0973HC	Ind'trial E'Net Sw:8-100BaseFX &12-100BaseTX ports	Preferred	
13	20	P0917YZ	FCP270 Control Processor	Preferred	
14	1	S61C10002000	I/A Series Function Block SW Lic (Certificate)	Preferred	
15	1	S61C10002000	I/A Series Function Block SW Lic (Certificate)	Preferred	
16	1	S61C11101000	I/A Series Function Block SW Lic (Certificate)	Preferred	
17	1	S61C11531000	I/A Series Function Block SW Lic (Certificate)	Preferred	
18	1	S61C21321000	I/A Series Function Block SW Lic (Certificate)	Preferred	
19	2	S61C21421000	I/A Series Function Block SW Lic (Certificate)	Preferred	
20	1	S61C21521000	I/A Series Function Block SW Lic (Certificate)	Preferred	
21	1	S61C31211000	I/A Series Function Block SW Lic (Certificate)	Preferred	
22	1	S61C31311000	I/A Series Function Block SW Lic (Certificate)	Preferred	
23	55	P0400DA	FBM01 0-20 mA Input	Mature	
24	47	P0400YE	FBM04 0-20 mA Input/Output	Mature	
25	1	CM400YH	FBM07 Contact/dc Input	Mature	
26	38	CM400YJ	FBM08 120 Vac Input	Mature	
27	9	DM400YJ	FBM08 120 Vac Input	Mature	
28	1	CM400YK	FBM09 Contact/dc Input/Output	Mature	

29	45	CM400YL	FBM10 120 Vac I/O	Mature	
30	13	DM400YL	FBM10 120 Vac Input/Output	Mature	
31	41	CM400YP	FBM13 120 Vac Input Expander	Mature	
32	61	CM400YR	FBM15 120 Vac I/O Expander	Mature	
33	2	P0926GW	FBM232, 10/100 Mbps Ethernet, Single	Preferred	
34	4	J0173EH	Additional DM/FoxView (51 Series) SW Lic	LifeTime	
35	8	J0200RV	App Station V6* SW For Windows Ethernet License	Preferred	
36	1	J0173DF	Device Monitor (51 Series) SW Lic	LifeTime	
37	1	J0173DE	Disk Mirroring/Concatenation (51 Series) SW Lic.	LifeTime	
38	1	Q0300GA	FoxAPI V4.0 For I/A UNIX	LifeTime	
39	8	J0200JN	FoxDraw Standalone Lic	Available	
40	8	P0922RV	FoxView/FoxDraw For Windows XP/S2003 Media Kit	Available	
41	1	J0173DQ	Historian 4000 (51 Series) SW Lic	LifeTime	
42	1	J0173DT	INFORMIX Dev Env (51 Series) SW Lic	LifeTime	
43	1	J0173DS	Int Ctl Configurator (51 Series) SW Lic	LifeTime	
44	15	L0997CC	Integrated Control Configurator (ICC) - Windows	Available	
45	1	J0173DX	Report Writer (51 Series) SW Lic	LifeTime	
46	1	J0173EF	SMDH For WP/AW (51 Series) SW Lic	LifeTime	
47	1	J0173EC	Spreadsheet (51 Series) SW Lic	LifeTime	
48	1	P0970RA	3.5-Inch Floppy Drive, Wedge Mount	Obsolete	1/1/2013 ^{See} Note 2
49	1	P0971BQ	5 Gb 4mm DAT Tape Drive, MIW Mounted	Obsolete	1/1/2013 ^{See} Note 2
50	6	P0904AK	50 Series GCIO Interface w/o TS (EC96)	Preferred	
51	1	P0970JE	644 Mb CD-ROM, Enclosure Mounted	Obsolete	1/1/2013 ^{See} Note 2
52	3	P0903CV	Annunciator Keyboard	Preferred	
53	8	P0903CW	Annunciator/Numeric Keyboard	Preferred	
54	1	P0912QJ	Color Printer, HP 1600CM	LifeTime	6/1/2014 ^{See} Note 2

NOTES:

1: *I/A Series System Lifecycle Product Support Document*

Standard Hardware Products Support:

Invensys will continue to support and maintain standard I/A Series hardware products through repair and/or MEP for agreement customers as long as components and/or products remain available.

If they are no longer available, Invensys will, to the best of the Company's ability, suggest, which if any, alternate replacement be purchased.

2: I/A Series System Lifecycle Product Support Document "Obsolete Phase"

MEP Exchange or repairability not available after June 2014. Advantage Upgrade pricing will be provided for modules that falls into this category.

Reference below list:

1	P0912QJ	Color Printer, HP 1600CM
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MEP Exchange or repairability not available after January 2013. Advantage Upgrade pricing will be provided for modules that falls into this category.

Reference below list:

2	P0970RA	3.5-Inch Floppy Drive, Wedge Mount
1	P0971BQ	5 Gb 4mm DAT Tape Drive, MIW Mounted
2	P0970JE	644 Mb CD-ROM, Enclosure Mounted

MEP Exchange or repairability not available after June 2009. Advantage Upgrade pricing will be provided for modules that falls into this category.

Reference below list:

6	P0911AC	Communications Processor 15 (Synchronous)
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MEP Exchange or repairability not available after June 2008. Advantage Upgrade pricing will be provided for modules that falls into this category.

Reference below list:

1	P0972GJ	P69 Workstation Style C, Rev. A,B,C
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3: I/A Series System Lifecycle Product Support Document

Mature Support Phase will be provided as defined below. .

The **Maturity Phase** begins when a product is withdrawn from sale. Even though the product is withdrawn, we are committed

to ensure that a comprehensive, clearly defined support program is firmly in place. A higher level of support is offered in the new

Maturity Phase compared to our past policy, and also compared to those of the LifeTime phase. The length of time that a standard product

remains in this phase varies, based on product type, and is directly related to the degree of disruption to our customers' processes

the more difficult it is to remove, the longer the duration

I/O products, being the single largest installed component and the most disruptive to take off-line, will be supported in the Mature Phase for ten years.

Controls and Network Communications products change fairly regularly and provide significant enhancements, but it is difficult for our customers to take these processors off-line, therefore they will be supported in the Mature Phase for five years.

Base Operating System, Hosting and Computer products change relatively quickly, cause little disruption to the customer's process. In addition, new hardware provides many benefits. Products in this category will be in the Mature Phase for three years.

Visualization, Engineering & Control Suite Applications are developed all the time and provide great benefit to our customers. Software packages from this group will be supported in the Maturity Phase for two years.

4: *I/A Series System Support Coverage For Equipment Listed Per This Exhibit "A"*

The equipment as listed per this Exhibit "A" is subject to change during the terms of this agreement based on upgrades provided through our Advantage Upgrade Program. Equipment upgraded through this program will receive the same level of support as the equipment listed, without the City incurring any additional cost to the support agreement annual cost.

As equipment is upgraded, the above equipment list will be revised, updated and forwarded to the city on an annual basis.

Advantage Program Discount Pricing:

As a Customer First Agreement customer, the city can take advantage of the special pricing provided through our Advantage Upgrade Program. This program is designed to allow you to easily upgrade components of your current system and make it more powerful and easier to use by incorporating the latest productivity-enhancing software; the fastest, most capable control processors; the sharpest, most intuitive graphic workstation; and the highest capacity, most powerful application processor in addition to addressing obsolescence through our Lifecycle Cycle Support Phasing program, allowing you to plan your future upgrade path.

2. Reports; System Configuration and Documentation

a) Reports.

Contractor shall submit written analysis and reports **after every visit or modifications**. Format for the content of such reports shall be determined by the **SFPUC Wastewater Enterprise**. The reports shall be submitted within ten (10) business days from the date work is performed. Contractor will provide request soft copies in-lieu of printed copies. Contractor shall send an annual meeting request to City for the scheduling of Contractor's annual performance evaluation. If Contractor's performance evaluation results are not satisfactory to City, City will provide Contractor with written notice of non-performance issues. Contractor shall demonstrate corrective actions within 10 business days of the receipt of written notification. Monthly payments to Contractor may be withheld by City until satisfactory corrections are made by Contractor on identified issues. The service will primarily be at Oceanside Plant and Southeast Plant however if meetings and/or satellite expansion sites concerning the system and services and expertise of Invensys, attendance and/or presentations may be deemed necessary.

b) System Configuration and Documentation:

1) Contractor shall provide updated copies of switch configuration files and System Definition files every time a modification is made, which contain the switch IP mapping and system addresses, within 10 business days from the time the modification is made.

2) With respect to system configuration, City will have access to the system configuration information that is available through the asset view tool as well as a local copy that Contractor will make available on the premises of the SFPUC Wastewater Enterprise facilities. The asset view tool shall be promptly updated by Contractor upon any new system configuration being performed.

3) With respect to product documentation, City will have access to product documentation via the Invensys GCS website, in addition the latest copy of the documentation will reside locally at

the SFPUC Wastewater Enterprise Facilities. Contractor shall keep such documentation up to date. City's access to the GCS website is via its proprietary login.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFPUC Wastewater Enterprise will be Sergio Barraza, Engineering Section Manager, (415) 920-4916.

**Appendix B
Calculation of Charges**

This Agreement is for the not to exceed amount of \$3,342,840.00 , which includes the Maintenance Agreement not to exceed \$ 842,840.00 and the replacement hardware, and equipment emergency repairs not to exceed \$2,500,000.

1. Other Direct Costs (ODC)

Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

The following items will be eligible for reimbursement as ODCs:

- Out-of-town travel (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, Solano);
- Out-of town meal, travel and lodging expenses for project-related business trips, including, but not limited to:
 - Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented;
 - Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log with its monthly invoices;
 - Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates.

Anything not listed above is not eligible for reimbursement. They include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor’s home office to SFPUC facilities;
- Contractor personnel relocation costs;
- Any home or regional office labor charges or pass-throughs, including but not limited to, administrative and clerical personnel time;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Cell phones;
- Home office expenses;
- Telephone calls and faxes originating in the firm’s home office, standard computer use charges, computer hardware or software computer hardware

or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;

- Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

2. Billing Rates

Payment for the Base Premium Cost below will be made on a monthly basis. If City exercises any of the options listed under the "Optional Services" column, Contractor shall submit an invoice detailing the Optional Services provided.

CUSTOMER FIRST PREMIUM LEVEL TIER 3 YEAR BASE AGREEMENT WITH 2 ADDITIONAL OPTION YEARS		
	YEAR 1	YEAR 2
BASE PREMIUM AGREEMENT COST W/O OPTIONS	\$264,884 (\$22,073.67 per month)	\$273,065 (\$22,755.42 per month)
OPTIONAL SERVICES		
• Training Growth Credit – Invensys Match Customer Contribution	\$2,800/Year	\$2,800/Year
• Flexible Material Fund	\$2,000/Year	\$2,000/Year
• Travel Provisions	\$3,000/Year	\$3,000/Year
AGREEMENT ANNUAL PRICING W/OPTIONS	\$272,684	\$280,865
	YEAR 3	YEAR 4 Option
BASE PREMIUM AGREEMENT COST W/O OPTIONS	\$281,491 (\$23,457.58 per month)	\$281,491 (\$23,457.58 per month)
OPTIONAL SERVICES		
• Training Growth Credit – Invensys Match Customer Contribution	\$2,800/Year	\$2,800/Year
• Flexible Material Fund	\$2,000/Year	\$2,000/Year
• Travel Provisions	\$3,000/Year	\$3,000/Year
AGREEMENT ANNUAL PRICING W/OPTIONS	\$289,291	\$289,291
	YEAR 5 Option	
BASE PREMIUM AGREEMENT COST W/O OPTIONS	\$281,491 (\$23,457.58 per month)	
OPTIONAL SERVICES		
• Training Growth Credit – Invensys Match Customer Contribution	\$2,800/Year	
• Flexible Material Fund	\$2,000/Year	
• Travel Provisions	\$3,000/Year	
AGREEMENT ANNUAL PRICING W/OPTIONS	\$289,291	

<u>DCS System Upgrade / Emergency Replacement Budget</u>		\$2,500,000.00

Note 1: Taxes: State and Local taxes will be assessed based on the State and Local tax laws of the local jurisdiction where applicable. City will pay any sales and use taxes that may be imposed by law upon the services and commodities obtained pursuant to this Agreement, as long as the amounts of such taxes are clearly identified in Contractor's invoice. Contractor shall pay such taxes directly to the tax assessing authority.

Pricing: Pricing provided is based on the annually updated "City and County of San Francisco Products Lifecycle Inventory", as listed in Appendix A. Pricing for the term of this Agreement will remain as negotiated as of November 1, 2013.

3. Invoice Requirements

The SFPUC is automating its contracting and invoice payment processes with online software systems (SOLIS). The following processes are being automated: Contract Certification, Insurance Compliance, Task Order Certification, Timekeeping, Invoice Approval, and Invoice Payment. As part of its contracting obligations, the Contractor is required to 1) become an authorized user of these systems, 2) attend user training for these systems; and 3) utilize these systems for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as detailed in the SOLIS training or otherwise prescribed by the SFPUC.

Appendix C Supplemental Customer First Program Provisions

The following provisions are made part of the Agreement:

1.0 Lifecycle Support Policy

The Lifecycle Support Policy provides product support timelines for managing end of life issues related to installed Invensys system equipment. Invensys system products move through five phases during their lifecycles:

- **Preferred Products (PREF):** These products are the most recent sales-released products available in their functional area.
- **Available Products (AVAL):** Products that are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- **Mature Phase (MATR):** Products withdrawn from sale. Comprehensive support services are provided. The Maturity Phase begins when a product is withdrawn from sale. Even though the product is withdrawn, we are committed to ensure that a comprehensive, clearly defined support program is firmly in place. A higher level of support is offered in the new Maturity phase compared to our past policy, and also compared to those of the LifeTime phase. The length of time that a standard product remains in this phase varies, based on product type, and is directly related to the degree of disruption to our customers' processes – the more difficult it is to remove, the longer the duration.
- **LifeTime Phase (LIFE):** Contractor continues to support and maintain standard Invensys Systems products based on an annual review of support capability. Standard Hardware Products Support: Contractor will continue to support and maintain standard I/A Series hardware products through repair and/or MEP for agreement customers as long as components and/or products remain available. If they are no longer available, Contractor will suggest which, if any, an alternate replacement may be purchased.
- **Obsolete (OBSL):** Contractor will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to registered-Services website customers. Once the product has entered the Obsolete Phase, Contractor can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Agreement. If that product fails, Contractor will suggest purchase of an alternate replacement.

2.0 Support Exclusions.

- (a) Contractor does NOT provide Services for Third Party Products, including but not limited to Crystal Reports. If Contractor services Third Party Products at City's written request, Contractor's services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Contractor's then current service rates.
- (b) Contractor and non-Contractor system goods and software not specifically listed in Appendix A as covered under the support level purchased by the City are NOT covered under this Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Contractor to resolve an issue involving non-listed equipment is chargeable to the City at the then-current Contractor service rates.

- (c) Contractor will NOT provide Services on Contractor software or goods from or repaired by a non-Contractor-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Contractor will be subject to invoicing at the then-current Contractor service rates.
- (d) Unless specifically purchased as an option under this Agreement and described in Appendix A, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered.
- (e) Goods identified as obsolete phase or due to become obsolete under the Contractor lifecycle support policy during the Agreement term will be excluded and will NOT be supported.
- (f) Goods identified as lifetime phase under the Contractor lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

3.0 Remote Services Security. (Applicable to systems using RemoteWatch or legacy Invensys-proprietary Remote Services) Remote Services communication will be conducted only by Contractor trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features, or connections automatically initiated by the City's system via the RemoteWatch Services server or any other means of remote communication, which permits access to the City's system only via the City-maintained security credentials allowing the use of read-only non-intrusive Remote Services tools only. All session screen information will be recorded and archived by Contractor with date and time stamp. Data indicating health status of the City's system will be transported automatically via an always available connection automatically initiated from the Remote Services server. Remote Services communications using other than read-only non-intrusive Remote Services tools must be authorized by a City representative and the security credentials must be changed by the City immediately upon request by Contractor to return to the read-only mode. Communication processors, servers, routers, modems and other equipment used in conjunction with Remote Services are the property of Contractor and shall be returned to Contractor upon termination or expiration of this Agreement.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 4092 - 10/11)

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

Type of Service: DCS/SCADA/software licensing fees and technical support for Wastewater Enterprise (CS-171,318)

Funding Source: Wastewater revenue & bonds funds

PSC Original Approved Amount: \$1,500,000 PSC Original Approved Duration: 04/18/11 - 06/30/13 (2 years 10 weeks)

PSC Mod#1 Amount: \$2,000,000 PSC Mod#1 Duration: 07/01/13-10/01/18 (5 years 13 weeks)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 10/01/18-10/01/19 (1 year)

PSC Mod#3 Amount: \$500,000 PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: no amount added PSC Mod#4 Duration: 10/02/19-01/31/21 (1 year 17 weeks)

PSC Mod#5 Amount: \$3,871,422 PSC Mod#5 Duration: 02/01/21-07/31/23 (2 years 25 weeks)

PSC Cumulative Amount Proposed: \$7,871,422 PSC Cumulative Duration Proposed: 12 years 15 weeks

1. Description of Work

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

Provide emergency technical support 24-hours a day, maintenance and remote monitoring of the Distributed Control System (DCS) software and hardware modules, software patches and upgrades, and phased equipment upgrades at the Southeast and Oceanside Plants. It also establishes a procedure to keep Wastewater Enterprise (WWE) systems up-to-date which will allow WWE to effectively manage the wastewater treatment systems. This modification is being requested to permit the City to negotiate a new contract that will extend the maintenance and phased upgrade services.

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

The Invensys/Foxboro is the current DCS system at all the WWE facilities. The DCS system was originally installed in 1991-92 and was upgraded in 2007. If the service is denied then WWE cannot keep system up-to date to effectively manage the wastewater treatment systems. This can result in increased risk of non-compliance with regulatory permits and jeopardize the health and safety of the citizens of San Francisco.

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 4092 - 10/11

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 services provided under this agreement are necessary to allow the WWE of the SFPUC to manage its Wastewater treatment systems. Such services are needed 24 hours a day on a continuous basis.

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 software licenses and hardware for DCS system are proprietary to Invensys/Foxboro. The DCS software system is a copyrighted intellectual property of Invensys and therefore it is not possible for the City to upgrade the program

codes and patches.

B. Reason for the request for modification:

Mod 5 to PSC 4092-10/11 is requested to authorize an \$850,000 increase and a two-years and six months extension to contract CS-318, and to correct a prior administrative error that understated the combined value of Contracts CS-318 and CS-171 by \$3,021,422. The Oceanside and Southeast Wastewater treatment plants are controlled through two independent Foxboro distributed control systems (DCS) that were originally installed in 1992 and 1996 respectively. Schneider Electric Systems USA, Inc. owns the proprietary and intellectual rights to the Foxboro DCS operating software and hardware systems which are unique and only available from this manufacturer. This CS-318 contract is required to provide timely emergency technical support 24 hours per day for the maintenance and repair of DCS software and hardware, installation of DCS software patches and upgrades, and perform phased equipment upgrades for both OSP and SEP. The reliability and uptime of the DCS system are critical to maintain the SFPUC in compliance with the San Francisco Regional Water Control Board regulatory permits and to avoid impacts to the health and safety of the citizens of San Francisco. In December of 2016, a Progressive Design Build Contract was awarded to Emerson Process Management for the complete replacement of the DCS system at the Southeast plant (SEP). The construction for the SEP replacement of the Foxboro DCS with an Emerson DCS is estimated to be completed by June 2023. The two and a half years CS-318 Contract amendment will allow the negotiation of a new contract with Schneider Electric that will only cover maintenance and support services for the Oceanside Treatment plant.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Requires specialized knowledge of proprietary Invensys DCS and SCADA systems (hardware and software).
- 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?

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 the software licenses and hardware for DCS system are proprietary. The DCS software system is a copyrighted intellectual property of Invensys and therefore it is not possible for WWE to upgrade the program codes and patches.
- 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 software licenses and hardware for DCS system are proprietary. The DCS software system is a copyrighted intellectual property of Invensys and therefore it is not possible for the City to upgrade the program codes and patches.

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.
One 7336, Electronic Instrumentation technician and one 1042, IS engineer will receive emergency training up to 40 hours/year each. The training session will cover the software applicability as it relates to DCS maintenance and operation.
- 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.
Schneider Electric Systems USA, Inc.

7. **Union Notification:** On 10/08/20, 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@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4092 - 10/11

DHR Analysis/Recommendation:

11/16/2020

Commission Approval Required

Approved by Civil Service Commission

11/16/2020 DHR Approved for 11/16/2020

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: Workforce Training

Funding Source: Hetch Hetchy Capital Improvement Project PSC Duration: 5 years

PSC Amount: \$2,000,000

1. Description of Work

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

The SFPUC's capital infrastructure projects are covered by a Project Labor Agreement which establishes a uniform process for contractors to facilitate the hiring and management of their professional trades workforce during the construction activities on our capital projects. The agreement further provides a process by which unions and contractors can work with local area community service providers and partners to identify, recruit and train local workers in pre-apprenticeship programs to foster career pathways into the trades for local residents in order to meet mandatory Federal, State, and local workforce requirements, including the State's Journey to Apprenticeship ratios and the City's Local Hire Policy for construction.

In order to ensure contractors have the ability to recruit local workers with the necessary skills to participate on our capital projects, the SFPUC supports local community organizations with providing union-approved, multi-craft core curriculum, and pre-apprenticeship construction skills and awareness training. Successful graduates can be referred into local area union apprenticeships, including but not limited to, Carpenters, Laborers, Operating Engineers, and Electricians apprenticeships to work on our heavy civil projects and/or other projects in their area.

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

This work is necessary to create a diverse and well-skilled labor pool of local workers who can meet the workforce demands of private construction firms working our capital infrastructure improvement projects in the region where these projects are located, specifically within the SFPUC's multi-county regional service area, including San Joaquin County, Merced County, Mariposa County, Tuolumne County, and Stanislaus County. Consequence of denial would limit private contractors' ability to identify, recruit, and hire qualified local workers for their projects in order to comply with the Federal, State, and local workforce mandates, and may result in these firms encountering compliance auditing issues, fines and penalties for non-compliance.

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 was provided in the past via CS-1065 and CS-1203 (MOU with the San Joaquin County Office of Education).

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 agreement is set for three years with potential to extend for two.

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

B. Explain the qualifying circumstances:

The SFPUC has developed the Hetchy Capital Improvement Projects to address critical Water, Power, and Joint Enterprise Capital projects outside of San Francisco, but within the SFPUC's Regional Service Territory, including San Joaquin, Stanislaus, Tuolumne, and Mariposa Counties. The scope of work is aligned with the SFPUC's short-term capital projects requiring diverse skills, expertise and knowledge. Furthermore, the services are required only on an as-needed, intermittent, or periodic basis, and are determined by changing workforce staffing projections as identified by contractors seeking to recruit necessary local workers to meet their local hire compliance requirements on their projects.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The local community service provider will provide specialized workforce services and established collaborative partnerships with the local area building and construction trades unions, other community service providers and partners serving local disadvantaged residents, and local and State government workforce agencies. Necessary services include providing a nationally recognized model for pre-apprenticeship job training, GED and entry-level skills education, barrier removal services, and active and proven outreach and recruitment strategies for identifying, enrolling, and successfully placing underrepresented workforce populations into construction and construction-related career pathways.

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: The consultant will provide space, equipment, and educational resources for the skills development and pre-apprenticeship training activities of community residents within the SFPUC regional service territory. The use of the space, equipment and other educational resources are for short durations to service the training needs of the participants and will be not retained by the agency upon completion of the required program and period.

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

This service is not available within existing City resources, particularly for serving populations outside of the City and County of San Francisco but within the SFPUC regional service territory.

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

A. Explain why civil service classes are not applicable.

City and County civil services classes are not applicable due to the geographic location which extends 160 miles beyond the City and County of San Francisco. Further, the consultant will have unique expertise in providing specialized construction workforce pre-apprenticeship trainings appropriate to the community which they represent, as well as long-standing relationships with additional local area service providers direct-entry agreements with local area building and construction unions.

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. This project will be co-managed and led by city staff, however, due to the remote location of the projects outside of the City and County of San Francisco (projects occurring in San Joaquin County, Merced County, Mariposa County, Tuolumne County, and Stanislaus County) and the intermittent and short-term duration of the proposed training programs, it is not practical or necessary to adopt a new civil service class to perform this work.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. No training is required for City staff. The proposed workforce training is for non-city, private residents, however knowledge transfer and relationship networking with local area service providers and union representatives will be provided to City staff as a result of these programs and services.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. CS-1203 provides for an MOU with a government agency which expires in June 2024. This PSC proposes a similar agreement with the agency in order to continue these services.

7. Union Notification: On 10/19/2023, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48314 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

From: dhr-psccoordinator@sfgov.org on behalf of shale@sfwater.org
To: [@Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); oumar.fall@seiu1021.org; oumar.fall@seiu1021.org; sportillo@ifpte21.org; sportillo@ifpte21.org; matthew.torres@seiu1021.org; matthew.torres@seiu1021.org; cade.crowell@seiu1021.org; jduritz@uapd.com; kdavis@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; dho@ifpte21.org; dho@ifpte21.org; dickers@iam1414.org; SF-DHR-Info@seiu1021.org; SF-DHR-Info@seiu1021.org; sbabaria@cirseiu.org; andrea@sfmea.com; Camaguey@sfmea.com; Camaguey@sfmea.com; cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferlocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; rmarenco@twusf.org; pwilson@twusf.org; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; [Emanuel, Rachel \(DFM\); laborers261@gmail.com](mailto:Emanuel,Rachel.(DFM).@laborers261@gmail.com); junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tracym@sfpoa.org; mleach@bt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; [Meyers, Julie \(HSA\); seichenberger@local39.org](mailto:Meyers,Julie.(HSA).@seichenberger@local39.org); jason.klumb@seiu1021.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](mailto: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@opcmllocal300.org; ramonliuna261@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; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; [@Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); dhr-psccoordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 48314 - 23/24
Date: Thursday, October 19, 2023 2:02:28 PM

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.

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

RECEIPT for Union Notification for PSC 48314 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 48314 - 23/24 for \$2,000,000 for Initial Request services for the period 07/01/2024 – 06/30/2029. 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/21572> 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

Additional Attachment(s)

MEMORANDUM OF UNDERSTANDING
by and between the
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
and
SAN JOAQUIN OFFICE OF EDUCATION
for
CONSULTING SERVICES FOR WORKFORCE DEVELOPMENT PROGRAMMING
FOR THE HETCH HETCHY WATER AND POWER CAPITAL PLAN

THIS Memorandum of Understanding (“MOU”) is entered into this 1st day of July 2019, by and between the San Joaquin County of Education (“SJCOE”) and the San Francisco Public Utilities Commission (“SFPUC”) for the purpose of delineating responsibilities for consulting services to assist the SFPUC in supporting its Contractors to meet their local hire workforce requirements in San Joaquin, Tuolumne, Stanislaus, and Mariposa Counties.

WHEREAS, SJCOE is located in San Joaquin County and has a satellite facility in Tuolumne County, where SFPUC owns and operates water and power facilities. SJCOE provides targeted intervention strategies such as job readiness through education and trade skill building; and

WHEREAS, SJCOE will establish and manage relationships with county-wide service providers and resources, local businesses, and other institutions that facilitate career pathways in the construction industry; and

WHEREAS, SJCOE will connect marginalized local communities with job training and opportunities; and

WHEREAS, SJCOE will convene and leverage diverse partners to further develop a construction industry pre-apprenticeship program that promotes self-sufficiency for economically disadvantaged residents within the areas where SFPUC owns and operates water and power facilities to provide a qualified workforce for the Hetch Hetchy Water and Power Capital Plan; and

WHEREAS, The SFPUC’s mission is to provide its customers with high quality, efficient and reliable water, wastewater, and power services in a manner that is inclusive of environmental and community interests, and that sustains the resources entrusted to our care. The partnership supports inclusion of community interests and was established to engage disadvantaged regional residents through high quality training and employment opportunities; and

WHEREAS, In alignment with our mission statement, the purpose of this Memorandum of Understanding is to continue our collaborative partnership between SFPUC and the SJCOE to meet the SFPUC’s construction obligations related to the Hetch Hetchy Water and Power Capital Plan; and

WHEREAS, In accordance with this agreement, the MOU may also be utilized by the parties to provide prescribed services for other SFPUC construction projects not included in the Hetch Hetchy Water and Power Capital Plan.

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1: AUTHORITY OF PARTIES

- 1.1 The SFPUC is responsible for delivering water to Wholesale and Retail Customers.
- 1.2 San Joaquin County Office of Education (SJCOE) is a regional agency that provides educational leadership, resources and services including construction pre-apprenticeship training programs.
- 1.3 SJCOE will coordinate a pre-apprenticeship training program in Tuolumne County where its satellite facility is located.

SECTION 2: DEFINITIONS

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

- 2.1 **“Consulting Services”** means the scope of work identified in the attached Exhibit 1.
- 2.2 **“Parties”** means SJCOE and the SFPUC.
- 2.3 **“SFPUC”** means the San Francisco Public Utilities Commission.
- 2.4 **“SJCOE”** means San Joaquin County Office of Education.
- 2.5 **“HHWPCP”** means Hetch Hetchy Water and Power Capital Plan.

SECTION 3: PURPOSES AND GOALS OF THE CONSULTING SERVICES

- 3.1 **Purpose and Goals:** The purpose and goal of the Consulting Services is to implement a comprehensive construction pre-apprenticeship training program that engages residents in areas where SFPUC owns and operates water and power facilities in training and employment opportunities. (See Exhibit 1 – Scope of Services)
- 3.2 Maintain a satellite job training program in Tuolumne County to serve residents in areas where SFPUC owns and operates water and power facilities.
- 3.3 Provide job readiness and training to residents where SFPUC owns and operates water and power facilities, including Tuolumne County residents.

SECTION 4: FUNDING FOR THE CONSULTING SERVICES

- 4.1 **Funding:** The SFPUC cost of the Consulting Services will not exceed \$252,780 per year for fiscal years 2019-2020, 2020-2021, and 2021-2022.

The SFPUC shall have the right to review and approve all Project related contracts and associated amendments between SJCOE and any Contractors. SJCOE shall provide copies of draft contract(s) with its Contractor(s) to the SFPUC for review prior to approval. Any changes to the compensation to the Contractor shall be approved by the SFPUC in advance.

SJCOE shall require that any Contractor shall make available to SFPUC, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data related to any contract with SJCOE to perform services under this MOU, and shall permit SFPUC, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing.

- 4.2 **Staffing:** The SJCOE assigned Director will work with SFPUC Administrative Analyst to facilitate the program implementation and budget oversight.
- 4.3 **Administration of Contract:** The SJCOE assigned Director shall serve as the project manager of the contract and be responsible for managing the contract for Consulting Services. The SFPUC will comment on any Project-related reports. If the SFPUC does not provide comments within fifteen (15) calendar days from the date the SFPUC receives these documents from SJCOE, the SFPUC will be deemed to have approved the documents.
- 4.4 **Relationship of Parties with Respect to Funding:** Each of the Parties shall be individually responsible for its own obligations under this MOU. Neither of the Parties shall be under the control of or shall be deemed to control the other party. No party shall be an agent of or have the right or power to bind any other party without such party's express written consent, except as specifically provided in this MOU.
- 4.5 **Fiscal Limitations:** THIS SECTION SUPERSEDES ANY CONFLICTING PROVISION OF THIS MOU. This MOU is subject to the fiscal provisions of the San Francisco Charter and the budget decisions of its Mayor and Board of Supervisors. No SFPUC funds will be available hereunder until prior written authorization certified by the City's Controller. The Controller cannot authorize payments unless funds have been certified as available in the budget or in a supplemental appropriation. This MOU shall automatically terminate, without liability to the City, if funds are not properly appropriated by the Mayor and Board of Supervisors or certified by the Controller. The SFPUC's obligations hereunder shall never exceed the amount certified by the Controller for the purpose and period stated in such certification. The SFPUC, its employees and officers are not authorized to request services, materials, equipment or supplies that are beyond the scope of those expressly described herein, unless this MOU is amended in writing and approved as required by law. Without such an amendment or approval, the SFPUC shall not be required to pay SJCOE for any Project expenses authorized by SJCOE. The SFPUC, its employees and officers are not authorized to offer or promise any additional funding that would exceed the maximum amount specified in Section 4.1. Such additional funding requires lawful approval and certification by the Controller. Without such lawful approval and certification, the SFPUC shall not be required to provide such additional funding.
- 4.6 **Invoices:** SJCOE shall submit invoices that include reporting data, at a minimum of two times annually to correspond with the SFPUC accounting calendar. The SFPUC shall be given the opportunity to review the invoices before payment is made. The SFPUC shall pay invoices within 30 days of receipt. Invoices shall include a breakdown of expenses incurred and a description of work completed during the invoice period. SFPUC will provide SJCOE with direction to access its accounting system for payment.

- 4.7 **Insurance:** The SFPUC and SJCOE agree that each will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this MOU. A certificate of insurance is not required from either party.
- 4.8 **Indemnity:**
- 4.8.1 SJCOE shall indemnify, defend, and hold harmless the City and County of San Francisco and its officers, employees and agents, against any and all liability, loss, expense, attorneys' fees, or claims for bodily injury or property damage arising out of the performance of this Agreement, but only to the extent such liability loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SJCOE, its officers, agents or employees.
- 4.8.2 The SFPUC shall indemnify, defend, and hold harmless SJCOE and its officers, employees and agents, against any and all liability, loss, expense, attorneys' fees, or claims for bodily injury or property damage arising out of the performance of this Agreement, but only to the extent such liability loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SFPUC, its officers, agents or employees.
- 4.9 **Cooperation Regarding Public Relations and Outreach:** The Parties will jointly review and approve all press releases and any public media materials created for public consumption concerning the Project.

SECTION 5: GENERAL PROVISIONS GOVERNING THE MOU

- 5.1 **Term:** The term of this MOU shall be July 1, 2019 through June 30, 2022.
- 5.2 **Invalidity of Any Term Not to Invalidate Entire Memorandum:** In the event that any of the terms, covenants, or conditions of this MOU or the application of any such term, covenant, or condition shall be held invalid as to any party by any court of competent jurisdiction, all other terms, covenants, or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.
- 5.3 **Construction of Terms:** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to or imposing any obligations on any person or entity other than the Parties.
- 5.4 **Good Faith:** Each party shall use its best efforts and work wholeheartedly and in good faith for the expedited completion of the objectives of this MOU and the satisfactory performance of its terms.
- 5.5 **Conflict of Interest:** Through its execution of this MOU, SJCOE acknowledges that it is familiar with the provisions of Section 15.103 and Appendix C 8.105 of the San Francisco Charter and Section 87100 *et seq.* of the Government Code of the State of California and certifies that it does not know of any facts which constitute a violation of said provisions.
- 5.6 **Liability of San Francisco:** The SFPUC's obligations under this agreement shall be limited

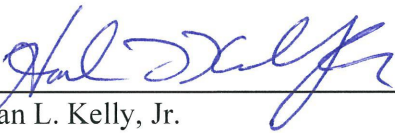
to the payment of the compensation provided for in section 4.1 of this MOU. Notwithstanding any other provision of this MOU, in no event shall SFPUC be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this agreement or the services performed in connection with this agreement.

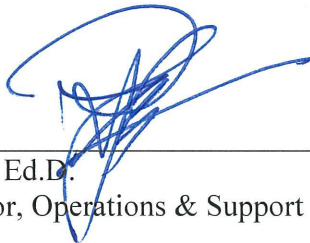
- 5.7 **Termination for Convenience:** The SFPUC may terminate this MOU for San Francisco's convenience and without cause at any time by giving SJCOE thirty days' written notice of such termination; SJCOE may terminate this MOU for SJCOE's convenience and without cause at any time by giving the SFPUC thirty day written notice of such termination. In the event of such termination, the SFPUC will pay SJCOE for services performed by Contractor pursuant to this MOU, to the satisfaction of the SFPUC up to the date of termination. In no event will the SFPUC be liable for costs incurred by the Contractor after receipt of a notice of termination.
- 5.8 **Amendment:** The Parties may agree to modify the terms of this MOU by written agreement authorized by the governing boards of both Parties.
- 5.9 **Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized representatives as of the day and year indicated on the first page of this MOU.

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION

SAN JOAQUIN COUNTY OF
EDUCATION


By: 
Harlan L. Kelly, Jr.
General Manager


By: 
Ronald J. Estes, Ed.D.
Division Director, Operations & Support
Services

Dated: 7/26/19

Dated: 7/11/19

APPROVED AS TO FORM
Dennis Herrera, City Attorney

By: 
Nicholas Mueller
Director, San Joaquin County Office of
Education

By: 
Elaine O'Neil
Deputy City Attorney

Dated: 7-11-19

Dated: 7/22/19

Exhibit 1
Scope of Services
July 1, 2019 – June 30, 2022

SJCOE will perform the following services at its satellite facility located in Tuolumne County: Workforce Engagement, Workforce Readiness and Job Training, Job Placement Referral and Retention Activities, and Oversight and Reporting. Each of the four primary activities is further delineated, with accompanying deliverables, outlined below. SJCOE will provide continuous, clear, and specific descriptions of activities in regular quarterly reports and during as-needed check-ins. The provider will assign one primary point of contact to the SFPUC to coordinate all required responsibilities.

I. WORKFORCE ENGAGEMENT

- a. Maintain the Tuolumne satellite facility and continue the related partnerships for training services in Tuolumne County.
- b. Maintain the Tuolumne Community Collaborative that bridges SFPUC with residents in the areas where SFPUC owns and operates water and power facilities, workforce community groups, and other strategic stakeholders, including but not limited to: local businesses, community-based agencies, service providers, trades, contractors, education, government and civic organizations.
- c. Research and obtain information of other potential construction-related employment opportunities.

Deliverables:

- i. Maintain the satellite program and facilities in Tuolumne County.
- ii. Have access to appropriate facilities to conduct classes, workshops, events, training, and safely store equipment, supplies, computers and other technology.
- iii. Collaborate, create, and facilitate formal partnerships with multiple organizations, programs, and institutions.
- iv. Provide qualified subcontracting arrangements, partnerships, and collaborative opportunities.
- v. Convene diverse partners to create a local qualified workforce to align with SFPUC's goal of providing job opportunities to local underemployed communities, where SFPUC owns and operates water and power facilities.
- vi. Provide a program plan that includes (1) outreach, (2) recruitment, (3) retention, (4) development, (5) implementation, and (6) follow-up. Conduct region-wide outreach and recruitment services with a focus on Tuolumne, San Joaquin, Stanislaus, and Mariposa counties.
- vii. Provide industry certifications and construction related safety training programs.

Exhibit 1
Scope of Services
July 1, 2009 – June 30, 2022

II. WORKFORCE READINESS AND JOB TRAINING

- a. Implement workforce programs that include barrier remediation that coincide with Hetch Hetchy Water and Power Capital Plan, other regional projects, and programs as directed by SFPUC Director of Workforce and Economic Program Service or assigned staff.
- b. Take lead in the design and implementation of workforce training programs that assist SFPUC contractors in meeting their labor needs and offer programs, including specialized trainings as needed, which clearly and readily match the workforce needs of SFPUC contracts.
- c. Develop high quality and targeted workforce programs that develop residents of disadvantaged communities in Tuolumne, San Joaquin, Stanislaus, and Mariposa Counties identified in the SFPUC areas where SFPUC owns and operates water and power facilities, for careers in the construction trades and administrative fields associated with Hetch Hetchy Water and Power Capital Plan.
- d. Target populations underrepresented in the construction industry.
- e. Provide construction related industry training that integrates educational, occupational, support services, and placement programming, that leads to entry into unions and/or job placement.

Deliverables:

- i. Provide initial comprehensive assessments, job readiness training, referrals, barrier remediation (e.g., driver's license, behavioral health services, housing, transportation, child care, additional training and entry fees, and other support), and ongoing individualized case management post- training.
- ii. Provide referrals and opportunities for educational services for participants not able to access or complete traditional academic programs.
- iii. Recruitment and placement services for Tuolumne, San Joaquin, Stanislaus, and Mariposa Counties disadvantaged residents in apprenticeship programs and entry level jobs.
- iv. Utilize multi-disciplinary culturally-relevant case management with comprehensive support services and connections
- v. Establish diversity and gender goals based on target populations underrepresented in the construction industry.
- vi. Prepare participants with an Individual Career Plan (ICP); a comprehensive dynamic document that contains:

Exhibit 1
Scope of Services
July 1, 2009 – June 30, 2022

- a. Demographic info
- b. Basic skills, readiness, & interest assessment
- c. Case notes documenting contact/content with individual
- d. Barrier remediation needs and removal strategies, progress, & status
- e. Special needs requirement
- f. Individual education plans
- g. Construction awareness training
- h. Post training / follow-up schedule
- i. Referral info to other supportive services
- j. Entrance into apprenticeship programs/Unions
- vii. Conduct interviews, assessments, and orientation to select potential candidates.
- viii. Conduct in-class construction theory and site-based hands-on construction training.
- ix. Coordinate job search support with collaborative partners.
- x. Provide occupational skills training and ensure transition to a construction related field.
- xi. Conduct instruction using OSHA Safety Manual.
- xii. Other activities as mutually agreed upon by SJCOE and the SFPUC Director of Workforce Development or assigned staff.

III. JOB PLACEMENT REFERRAL ACTIVITIES POST PROGRAM

- a. Dedicate staffing specifically assigned to the Hetch Hetchy Water and Power Capital Plan and other regional SFPUC construction activities.
- b. Assist with coordinating candidate placement with Trade Unions utilized by SFPUC projects.
- c. Work with SFPUC staff to coordinate job placement and retention services and maintain responsiveness to union and contractor requests for employee referral support services of participating trainees, including wrap-around services, and post-placement support and communication.
- d. May lead to enrollment into additional training through a state and federally approved apprenticeship training program or an articulated path to postsecondary education in the construction or related field.

Deliverables

- i. Worker referrals and assessments through SJCOE Program Coordinator.
- ii. Guide candidates through direct-entry into related Unions through interview preparation, candidate selection, pre-employment drug testing, and ensure that referral candidates' skill set meets or exceeds minimum qualifications for registered apprentice program participation and/or project-specific requirements.
- iii. Data informed assessments help quantify, measuring placement in employment, training, post-secondary education, degree/certificate attainment, employment retention and will be accessed through the collaborative partners.
- iv. Work with Unions to have direct entry into apprenticeship program and/or sponsored work.
- v. Utilize staff to provide assessment, referrals, job placement and retention services.

- vi. Utilize staff to support trainees in creating professional portfolios with updated resumes, and educational/training goals.
- vii. Communicate with SFPUC staff to identify and coordinate job placement opportunities.
- viii. Continue ongoing engagement with participating stakeholders.

IV. OVERSIGHT AND REPORTING

- a. Coordinate all activities with the SFPUC's Director of Workforce and Economic Program Services or assigned staff.
- b. Coordinate staff and partners to continually work on program improvement of satellite programs.
- c. Coordinate meetings with SFPUC staff to allow for programming adjustment.
- d. Provide quarterly workforce tracking and reporting, and occasional as-needed reports when necessary.
- e. SJCOE will collect data to align with stated outcome measures (e.g., employment placement, training, certificate attainment, employment retention, attendance rates).

Deliverables

- i. Communicate with SFPUC staff through phone conferences and meetings.
- ii. Collect data to align with outcome measures.
- iii. Measurement metrics:
 - a. # of individuals received outreach
 - b. # of prospective participants interviewed
 - c. # of individuals enrolled in program
 - d. # of individuals graduated from program
 - e. # of individuals enter a Union
 - f. # of individuals placed on PUC jobs
 - g. # of individuals placed on other jobs
 - h. # of participant job retention after 3, 6, and 12 months
- iv. SJCOE shall submit data and narrative reports to accompany invoices for reimbursement.

V. Billing Procedures

SJCOE agrees that the SFPUC will be billed only for direct services outlined in the Scope of Services and the approved budget in Exhibit I.

SFPUC will provide SJCOE with direction in accessing its accounting system for payment.

Deliverables

- i. Submit timely invoices at minimum two times annually to correspond with the PUC accounting calendar.
 - a. December 31st
 - b. May 30th

VI. Budget

- a. The cost of the Consulting Services will not exceed \$252,780 per fiscal year.

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: Scientific research investigations

Funding Source: Water Enterprise Programmatic and Bond fun

PSC Duration: 5 years 26 weeks

PSC Amount: \$2,000,000

1. Description of Work

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

Research conducted in the SFPUC Watersheds under this agreement will meet the following objectives:

1. Sustain the vegetation health, biodiversity, and enhance habitat and ecosystem services on SFPUC urban and wildland urban interface lands by addressing invasive species issues, drought, climate change, fire risk and other threats.

2. Sustain Bay Area biodiversity and ecosystems by investigating interconnections among changes caused by biotic and abiotic factors, such as temperature; quantity and quality of available water; native, non-native, and invasive plants, animals, pests, and pathogens; and past and current stewardship actions on SFPUC Watershed lands.

3. Use a science-based approach to improve success and efficiency of SFPUC restoration and conservation activities and manage vegetation in forests, wildlands, open space areas and other vegetated lands in the wildland urban interface or other disturbed lands in the Greater San Francisco Bay Area.

Primary studies will investigate tree decline and water relations in the wildland-urban interface and gather data that quantifies how trees survive in prolonged drought periods, the impact of native or exotic tree water-use during drought and/or storms on the water balance and how trees in the Bay Area wildland urban interface lands will respond to future climate extremes. Climate extremes call for research to determine how heat and drought, storms and flooding impact plant health and mortality risk, and related consequences for fuels profiles, tree regeneration, and weed invasion. Water-relations and hydrological drivers of tree water availability will be evaluated and opportunities to capitalize on plants natural water use efficiency characteristics will be explored. Finally, aspects of tree and plant health and the ecosystem services they provide will be examined.

A second suite of projects will examine riparian forest health and how to improve habitat restoration in riparian systems. SFPUC has concerns about the health of native California sycamores (*Platanus racemosa*)

and sycamore riparian habitat (a defined sensitive natural community) across its range and within areas managed by the San Francisco Public Utilities Commission. Increased mortality of mature trees has been reported over the past several decades, along with lower-than-expected levels of fruit production and poor recruitment of both seedlings and resprouts. In Bay Area restoration sites, planting nursery-origin sycamores has yielded relatively low success rates, and restoration activities in the area have been implicated for unintentional introductions of soil-borne *Phytophthora* (a concerning plant pathogen) species. Research under this agreement will continue to inventory and track overstory tree health as well as investigate causes of declining health and mortality of overstory trees and sycamore regeneration. Sycamore anthracnose (*Apiognomonia platani*), *Phytophthora* diseases, canker diseases (e.g., *Macrodiplodiopsis desmazieri*), wood-decay, and abiotic factors will be examined in detail.

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

The San Francisco Bay Area is a major metropolitan area with over 7.5 million residents many situated within the wildland urban interface (WUI). In the greater Bay Area, there have been several major catastrophic fires and the dire threat of wildfire to destroy the forest and surrounding communities continues. Recent drought stress has caused tree and shrub dieback over thousands of acres throughout the Greater Bay Area increasing fuel loads and raising fire risk even higher. In 2023, extreme storms and heavy rainfall caused landslides and flooding. Improved understanding and management of stresses on these WUI forests is required to prevent catastrophic fires and sustain ecosystem services. Healthy vegetated land cover regulates the flow of water, naturally filters pollutants, and helps maintain the usability of water resources. While forests provide many benefits (e.g., water provisioning, wildlife habitat, etc.), there are many challenges to forest health (e.g., invasive and native insects and pathogens, weeds, excess heat, drought and other climatic extremes, and high tree density). Via this collection agreement collaborators will work with the SFPUC to investigate several aspects of plant health to better inform vegetation management (including restoration and conservation efforts), sustain plant health, maintain water provisioning, and address threats. This project is a continuation of a partnership between the San Francisco Public Utilities Commission (SFPUC) and the USDA Forest Service, Pacific Southwest Research Station that was formalized in 2008. That first Collection Agreement supported plant health research and adaptive management for sudden oak death, (*Phytophthora ramorum*), and invasive species prevention. In 2014, the project was expanded to address new species detections of soilborne *Phytophthora* species in restoration areas. Approximately \$2.5 million has been provided to USDA Forest Service by the SFPUC to augment more than \$12 million from Congress and other organizations for forest health research, from 2002 to the present, in a cooperative plant health program with more than 20 organizations (see <https://www.fs.fed.us/psw/partnerships/sod/>). From 2017-2022, this SFPUC – FS PSW collaboration focused on research and adaptive management projects to improve restoration success. That agreement (17-CO-021) reached its maximum 5-year length, so a new collection agreement is planned to continue the program for 2023 – 2028. The program will emphasize sustaining biodiversity and ecosystems in the Greater Bay Area by investigating changes caused by interacting biotic and abiotic factors, such as climate (temperature, available water quantity and quality); stand dynamics (i.e., influences of native, non-native, and invasive plants, animals, pests, and pathogens); and past and current stewardship actions. Without this contract the SFPUC will be unable to fill key scientific data gaps that characterize climate change and drought effects to protect watershed ecosystems and drinking water quality. Additionally, these studies also help SFPUC meet environmental legal requirements related to habitat restoration and mitigation in SFPUC-owned watershed lands.

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.

SFPUC has funded scientific research through the USDA five-year Collection Agreements since 2008.

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.
Agreement is for 5 years. All of the USDA Forest Service Collection Agreements have five-year terms. The scientific research executed in these agreements require this term to be successful.

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:

Work performed in these projects needs to be performed by highly specialized PhD-level scientists with backgrounds in and related to mycology, forest pathology and fungal diseases of woody plants, fungal ecology and systematics, mechanisms of plant-soil interactions, ecosystem management, restoration, non-native species invasions and forest ecology.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Work performed in these projects needs to be performed by highly specialized PhD-level scientists with backgrounds in and related to mycology, forest pathology and fungal diseases of woody plants, fungal ecology and systematics, mechanisms of plant-soil interactions, ecosystem management, restoration, non-native species invasions and forest ecology.

- 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:
Some scientific instrumentation will be used to measure and record various abiotic and biotic variables relevant to the research.

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.
Some scientific instrumentation will be used to measure and record various abiotic and biotic variables relevant to the research.

- 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. There wouldn't be full-time work for these types of highly specialized investigations.

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 work will cease after the investigations are completed.

- 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 10/13/2023, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49639 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfwater.org
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[laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com;](mailto;laborers261@gmail.com;local200twu@sbcglobal.net;speedy4864@aol.com;Christina@sfmea.com;)
[ecdemvoter@aol.com; thomas.vitale@sieu1021.org; Hale, Shawndrea M.; dhr-psccordinator@sfgov.org](mailto;ecdemvoter@aol.com;thomas.vitale@sieu1021.org;Hale,Shawndrea.M.;dhr-psccordinator@sfgov.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49639 - 23/24
Date: Friday, October 13, 2023 2:11:09 PM

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.

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

RECEIPT for Union Notification for PSC 49639 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 49639 - 23/24 for \$2,000,000 for Initial Request services for the period 12/01/2023 – 06/01/2029. 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/21555> 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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Contract Management and Project Controls Consulting Services

Funding Source: Prop L Sales Tax

PSC Amount: \$6,000,000

PSC Est. Start Date: 04/01/2024

PSC Est. End Date 04/01/2031

1. Description of Work

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

The Request for Proposal (RFP) Solicitation is seeking Contract Management / Project Controls (CM/PC) professional services during design and construction of the public work portion of a public / private joint development project. The CM/PC consultant team will support of the City's core Project Management/Construction Management (PM/CM) team in managing and administering the design and construction period performed under the City's first Design-Build-Finance-Operate-Maintain (DBFOM) Agreement which the City will execute directly with an infrastructure development team. This project delivery method and DBFOM Project Agreement contemplates a unique commercial structure and contracting approach where the lead infrastructure developer enters into a subcontract with a design-build contractor to perform all design and construction work. For this reason, the roles and responsibilities of the City's core PM/CM team which will be supported by the CM/PC consultant team are different than traditional design-build delivery.

Due to the streamlined approach to contract management of design and construction performed under a DBFOM project delivery method, this RFP is seeking a streamlined Consultant Team to perform the Scope of Services. Of the limited number individuals who would constitute the Consultant Team who is selected to perform this Scope of Services, these individuals are expected to be highly specialized with demonstrated experience meeting the minimum qualifications including experience administering a DBFOM Agreement with project-specific commercial and financial provisions and management systems tailored to this type of agreement and risk allocation.

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

Whereas a typical design-build contract would require the owner to pay the contractor for work performed on a regular basis (e.g., monthly), in a Design-Build-Finance-Operate-Maintain (DBFOM) Agreement the work is financed up front by the lead developer which changes the entire structure of risk, performance, acceptance, and payment for work completed. Payments do not start until the project reaches Substantial Completion at the end of the construction period. The Consultant Team sought in this procurement must have two key personnel with extensive experience in delivering contract management during the design and construction period of a DBFOM contract delivery method, so that they can properly advise the City on how approved delay events affect the financial payment structure by way of implementing changes to the availability payment financial model. Consequences of not having outside expertise to do this could equal millions of dollars at risk in amortized costs over the life of the 30-year payment term.

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, this is the City's first Design-Build-Finance-Operate-Maintain Agreement and commercial arrangement with a lead developer.

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 initial contract term will be less than 5 years with the option to extend two more years. The additional time in the PSC Duration is to allow for the solicitation, awarding and processing the contract award.

2. Reason(s) for the Request

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

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

- B. Explain the qualifying circumstances:

This project is delivered through a DBFOM contract agreement, a first of its kind for the City. It requires consultant support from individuals who have extensive experience delivering design and construction under this type of delivery method.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The Consultant Team must include at least one Key Personnel with a minimum 15 years of direct experience in advising the owner in technical and commercial matters while managing a Design-Build-Finance-Operate-Maintain (DBFOM) agreement directly between a public owner and a private developer, with three qualifying projects at a construction value greater than \$150M. The Consultant Team must also include at least one Key Personnel with a minimum of 15 years of direct experience in adjusting, modifying, and managing the financial details of an availability payment financial model and payment mechanism on behalf of the owner in a DBFOM contract setting, with three qualifying projects at a construction value greater than \$150M.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5207, Assoc Engineer; 5212, Engineer/Architect Principal; 6318, Construction 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?

Public Works does not have internally the available expertise or resources to provide the services required for this engagement.

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

- A. Explain why civil service classes are not applicable.
Public Works civil services classes do not possess the unique experience with Design-Build-Finance-Operate-Maintain contracts, nor the financial expertise in utilizing the availability payment financial models.
- 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 limited workload stemming from this novel project approach would not support adopting a new civil service.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. These specialized services are only applicable to this specific DBFOM delivery method which is unique to this project.

- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
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 09/19/2023, 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness Ave, Suite 1600 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49492 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org
Sent: Tuesday, September 19, 2023 10:50 AM
To: Burns, Alexander (DPW); Laxamana, Junko (DBI); sportillo@ifpte21.org; agarza@ifpte21.org; amakayan@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Macaranas, Belle (DPW); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49492 - 23/24

RECEIPT for Union Notification for PSC 49492 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 49492 - 23/24 for \$6,000,000 for Initial Request services for the period 04/01/2024 – 04/01/2031. 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/21443> 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)



SAN FRANCISCO PUBLIC WORKS
Sourcing Event ID 8520

REQUEST FOR PROPOSAL
Contract Management and Project Controls Services
for the San Francisco Municipal Transportation Agency (SFMTA)
Potrero Yard Modernization Project

This Solicitation can be viewed at SF City Partner Website:
<https://sfcitypartner.sfgov.org/pages/index.aspx>

Request for Proposals Issuance	September 15, 2023
Pre-Proposal Conference	September 28, 2023, at 10:00 AM, PDT Microsoft Teams Meeting
Deadline for Questions	October 6, 2023, at 2:00pm PDT
Deadline for City to provide responses to Written Questions	October 13, 2023
Deadline to Submit Proposals	October 27, 2023, at 2:00pm PDT
Short-Listing Notification for Oral Interviews	November 9, 2023
Oral Interviews	November 16, 2023
Notice of Intent to Award	November 20, 2023
Period for Protesting Notice of Intent to Award	Within five (5) business days of the City's issuance of a Notice of Intent to Award.
Project Manager:	Tim Kempf Project Manager, SF Public Works Phone: (628) 271-2822 Email: Tim.Kempf@sfdpw.org

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DEFINITIONS

The following definitions apply to this RFP:

- A. "Consultant Team" is the selected Proposer's team of Key Personnel and other individuals who will be in Responsible Charge of performing the Scope of Services stated in this RFP.
- B. "DBFOM" refers to design-build-finance-operate-maintain.
- C. "Key Personnel" is the Proposer's position and corresponding individuals who would be critical to the successful delivery of the Project and will actively and directly perform the Scope of Services.
- D. "Local Business Enterprise" (LBE) is a business that is certified as an LBE under SF Administrative Code §14B.3. Only certified Small and Micro-LBEs can be used to satisfy the LBE subcontracting participation requirement.
- E. "PNC" refers to Potrero Neighborhood Collective LLC, a private-sector developer led by Plenary Americas US Holdings Inc.
- F. "Preferred Proposer" refers to the successful Proposer who is selected in the process described in Section 5 of this RFP.
- G. "Project Agreement" refers to the design-build-finance-operate-maintain (DBFOM) development agreement between the City and the Principal Project Company (PPC) for the Potrero Project as described in Section 2.1 of this RFP.
- H. "Proposal" as used in this RFP shall mean the materials submitted by the Proposer in response to this RFP.
- I. "Proposer" refers to any legal entity (ies) submitting a Proposal in response to this RFP, which may consist of Prime Consultant who will serve as the prime contractor, if selected by the City for a contract award, and any associated Sub-consultants.
- J. "Responsible Charge" refers to the direct control and personal supervision of design and construction work as described in the Scope of Services; the professional in Responsible Charge is actively engaged in completing their respective role and responsibilities in fulfillment of the Scope of Services.
- K. "Scope of Services" refers to the services solicited in this procurement as described in Section 2 of this RFP.
- L. "Sourcing Event" refers to this solicitation, created and advertised through City's Financials and Procurement System "PeopleSoft." Bidders and Suppliers will post their proposals or bids in PeopleSoft through a Sourcing Event.
- M. "Supplier" refers to the Proposer(s) selected for contract award pursuant to this RFP, and an approved entity in the City's PeopleSoft System or SF City Partner Website, "Supplier Portal."
- N. "Supplier Portal" refers to the City's Financial and Procurement System, "PeopleSoft" and/or SF City Partner Website.

SECTION 1 INTRODUCTION AND SCHEDULE

1.1 Introduction

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by San Francisco Public Works (hereinafter, “SFPW”), a department of the City and County of San Francisco (“City”) seeking qualified suppliers (“Proposers”) to provide proposals for Contract Management and Project Controls Services for the SFMTA Potrero Yard Modernization Project (Potrero Project). Reference Section 2.1, Project Background for more details about the project.

The Local Business Enterprise (LBE) subcontracting participation requirement for this contract is **10%**. Proposers are required to comply with all San Francisco Contract Monitoring Division (CMD) requirements. Proposers shall submit, along with their responses, all information required by CMD as specified in **Section 4** of this RFP.

The Selected Proposer will perform Contract Management and Project Controls during design and construction performed under a design-build-finance-operate-maintain (DBFOM) Project Agreement for the Potrero Project. SFPW project management will remain the project delivery lead providing overall project management. The Selected Proposer will support SFPW project management in managing and administering the design and construction work led by a private-sector developer. More project information is described in **Section 2.1** of this RFP.

Generally, services may include but are not limited to:

- i. General oversight of developer’s quality assurance and quality control systems and processes during design and construction of the infrastructure facility that will house the bus yard component of the project.
- ii. Provide robust project controls with respect to cost management, schedule management, and change management.
- iii. Monitoring status, reviewing developer’s reporting updates, and producing reporting materials to various project stakeholders on a variety of topics

Reference **Section 2.2 Scope of Services** for more details.

SFPW may order additional services covered by the awarded contract(s) through the issuance of individual purchase orders and/or task orders which shall be released against the awarded contract(s) during the contract term.

1.2 Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall have an initial term of 1643 days. The City at its sole, absolute discretion, shall have the option to extend the term for additional 730 days for a total of 2373 days (6 and a half years). It is anticipated that the project will reach commercial and financial close with a fully executed DBFOM Project Agreement by mid-2024. Final design is expected to commence in summer of 2024, with move-out and decommissioning of the existing facility and commencement of construction in Q3 of 2024. Construction is expected to be completed by end of calendar year 2027.

1.3 Anticipated Contract Amount

City anticipates that the contract amount for the Scope of Services is on the order of \$5,000,000. This budgeted amount is based on City’s estimated spend over the anticipated contract term.

1.4 Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

1.5 Selection Overview

The City shall award a contract to the Proposer that passes the Minimum Qualifications of this solicitation and whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by an evaluation panel consisting of one or more parties with expertise related to Scope Services being procured through this Solicitation. The evaluation panel may include staff from various City departments as well as other individuals from outside organizations. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

1.6 Solicitation Schedule

1. Tentative Schedule.

The anticipated schedule for this Solicitation is set forth below. The following dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other pertinent information posted in the City’s SF City Partner Website: <https://sfcitypartner.sfgov.org/> The City accepts no responsibility to any prospective consultant or sub-consultant, financially or otherwise, for the failure of any contingency requiring the postponement or cancellation of this Solicitation.

Proposal Phase	Tentative Date
Request for Proposals Issued	September 15, 2023
Pre-Proposal Conference	September 28, 2023, at 10:00 AM, PDT Microsoft Teams Meeting

Deadline for Written Questions	October 6, 2023, at 2:00 PM PDT
Deadline for City to provide responses to Written Questions	October 13, 2023
Deadline to Submit Proposals	October 27, 2023, at 2:00 PM PDT
Short-Listing Notification for Oral Interviews	November 9, 2023
Oral Interviews	November 16, 2023
Notice of Intent to Award	November 20, 2023
Period for Protesting Notice of Intent to Award	Within five (5) business days of the City's issuance of the Evaluation Results (Notice of Intent to Award.)
Final Award	November 27, 2023 (expected)

B. Pre-proposal Conference

Pre-proposal Conference will be conducted for this project via an Audio/Virtual Conference through Microsoft Teams. Physical presence is not required. San Francisco Public Works encourage all proposers to attend on time.

Location:

[Click here to join the meeting](#) via hyper link or

Call: [+1 415-906-4659](tel:+14159064659)

Conference ID: 320 668 749#

C. Prospective Proposers must sign up for the virtual live stream event prior to the Pre-Proposal Conference via this link: <https://forms.office.com/g/6NTupxtRKn>

D. The Pre-Proposal Conference will begin at the time specified. Proposers’ representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. **Failure to attend the Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation.** Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be addressed and memorialized in a written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum or other pertinent information posted on the City’s Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>.

1.7 Proposer Questions and Request for Clarifications

Proposers shall address any questions regarding this Solicitation and must be submitted by email to the Project Manager at Tim.Kempf@sfdpw.org with subject line “Question Regarding RFP 8520” no later than the date and time specified in the Solicitation Schedule or if amended via an Addendum. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein.

A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates

that will be posted on the SF City Partner Website on the Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

1.8 Solicitation Addenda and Change Notices

The City may modify this Solicitation, prior to the Proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the City's Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation. ***Proposers will be required to acknowledge receipt of addenda issued to this RFP by completing the form provided in Attachment 3, Contract Forms and include it as part of its Proposal.***

Any interpretation of modifications and clarifications in this RFP will be made by written addenda and shall become part of the RFP and any contract awarded. The City shall be bound only by the written terms of this RFP and any addenda hereto. The City will not be responsible for any other explanation or interpretation. Oral statements shall not be relied upon as legitimate responses and shall not be binding.

SECTION 2 SCOPE OF SERVICES

2.1 Project Background

The SFMTA Potrero Yard Modernization Project (Potrero Project) aims to replace the SFMTA's outdated bus yard located at 2500 Mariposa Street, between 17th, Bryant and Hampshire streets with a modern, three-story bus maintenance and storage facility. The new facility will provide efficient transit-related services to San Francisco, aligning with SFMTA's commitment to safe, equitable, and sustainable transportation. This RFP is soliciting the Scope of Services to be performed by the Selected Proposer during design and construction of the infrastructure facility that will house the bus yard component of the Potrero Project.

While the bus yard component is the central part of the overall Potrero Project, it's important to note that the project also includes a private housing and commercial component. The housing and commercial component will be procured separately from the bus yard component, although both elements will be physically integrated. For an avoidance of doubt, these Scope of Services will be performed by the Selected Proposer during design and construction of the bus yard infrastructure component only, and not related to the design and construction of the housing and commercial component.

To successfully deliver this unique blend of public and private assets, the City has partnered with Potrero Neighborhood Collective LLC (PNC), a private-sector developer led by Plenary Americas US Holdings Inc. The City and PNC plan to enter into a design-build-finance-operate-maintain (DBFOM) agreement for the development and long-term maintenance of the infrastructure facility that will house the project's bus yard component and the infrastructure it shares with the housing and commercial component. PNC will subcontract the design and construction work to a design-builder and SFPW will be responsible for project and construction management during design and construction. The SFMTA will retain HDR as the bus yard design criteria architect and lead author of the design criteria document. Reference **Attachment 4, Project Governance and Organization Structure** and **Attachment 5, City Design Review Matrix** for roles and responsibilities regarding design deliverable review.

The Potrero Project is a transformative endeavor on an international scale. To learn more about the project's background and details, please visit the [SFMTA Potrero Project website](#).



Conceptual renderings for reference only

2.2 Scope of Services

This Solicitation is being issued by SFPW. SFPW is seeking qualified Proposers to provide Proposals for Contract Management and Project Controls services, which will be appended to the City's Agreement. Reference RFP Attachment for City's proposed Agreement terms.

The following Scope of Services will be performed by the Consultant Team for the design and construction of the bus yard infrastructure specifically, which will be delivered by PNC as the Principal Project Company (PPC) under the DBFOM Project Agreement.

- i. Support City Project Management/Construction Management in the management and administration of the DBFOM Project Agreement with fixed price and date certain terms
- ii. Provide oversight of PPC's quality assurance and quality control processes and systems during design and construction, and support with third party utility coordination
- iii. Support City review by providing review of project management deliverables including but not limited to design management plans, construction quality plans, utility coordination plans, closeout procedures, operations and maintenance quality management plans, warranties, and training manuals.
- iv. Monitor progress and review various technical and financial progress and performance measurement reports audit reports submitted regularly by the PPC and Affiliates for compliance with the Project Agreement
- v. Produce regular reporting materials to be presented to various staff and executive level City stakeholders on a variety of technical, commercial, financial, and legal topics.
- vi. Provide oversight of the design deliverable review process in conformance with the Project Agreement and Technical Requirements of the project
- vii. Support the process of developing design allowances, including definition of technical performance requirements and price.
- viii. Provide robust and rigorous review and analysis of schedule submittals including complex baseline schedules and regular project schedule updates, under an accelerated delivery timeline and date-certain terms commensurate with public-private partnership delivery objectives.
- ix. Provide robust and rigorous cost consulting to maintain a fixed price during design and construction, under an accelerated delivery timeline commensurate with public-private partnership delivery objectives. Review, analyze, and provide recommendations on complex change requests; provide independent cost estimating analysis on additional scope items.
- x. Review, analyze, and provide recommendations regarding proposed delay events in accordance with the Project Agreement
- xi. Advise the City and implement financial and technical adjustments to the availability payment regime and the payment mechanism as contemplated and allowed by the Project Agreement
- xii. Attend weekly meetings, review meeting minutes, issue resolution tracking, and generally support the City with risk management in a DBFOM context.
- xiii. Other additional consultant services for the Potrero Project as scoped by the City.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS

Dept. Code: TIS

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

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

Type of Service: Avaya Voice Network Management

Funding Source: General Funds

PSC Amount: \$9,900,000

PSC Est. Start Date: 12/01/2023

PSC Est. End Date 11/30/2028

1. Description of Work

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

Contractor will provide services to monitor and administer Avaya telephone Switches and telecom used by all City departments. These 24x7 services include:

1. Monitor and respond to alarms and resolve failures in a timely manner in accordance with Service Level Agreement.
2. Regularly install the most current released software versions and patches for all covered equipment.
3. Maintain accurate equipment records, routing guides (runbooks), and network maps that are updated after all system migrations, upgrades, relocations, redeployments, and disconnections.
4. Reduce active port counts as certain City departments migrate away from their legacy Avaya infrastructure.

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

This service is necessary to ensure reliable telephone services with properly operating equipment to conduct business throughout City government. Not having an existing contract in place for this service would jeopardize the City's ability to protect and maintain the City's voice network by providing efficient and organized network design and administration. These aging Private Branch Exchange, PBX's, are being replaced by DT staff to a more modern and resilient phone system. No training or maintenance is longer available from Avaya as they no longer manufacture or support these systems.

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 44891 - 18/19

D. Will the contract(s) be renewed?

Possibly, we are in the process of decommissioning much of this legacy Avaya Telecom Equipment and transitioning to a modern Voice over Internet Protocol (VoIP) solution. There is a 3-5 year plan in place to fully deprecate and sunset these remaining older Private Branch Exchange, PBX, systems to more modern and resilient systems which DT's staff already support. There are a few sites that may not meet our target sunset schedule.

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:

Services are needed only when equipment does not work, or a software maintenance installation is required. Equipment and software is proprietary to the manufacturer and requires the manufacturer or authorized part to resolve the problems. DT's staff support and install the newer VoiP telephony system which is being added as these older out of life systems are replaced. This need will continue to go down until all systems have been replaced.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expert knowledge of the Avaya Telecom Equipment and software that are part of the City's telecommunications network. Avaya will not become a City approved supplier, and they require partners maintain an Avaya Diamond Level Partnership to have access to the latest software updates that are required to maintain our equipment.

B. Which, if any, civil service class(es) normally perform(s) this work? 7132, Telecommunication Supervisor; 7275, Telecommunications Tech Supv;

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?

Department has not made efforts to obtain these services due to the specialized nature of the work that requires either the manufacturer, Avaya, or an Avaya Diamond Partner to provide support and problem maintenance for their proprietary equipment. We are also in the process of fully retiring these remaining equipment over the life of this contract so there will be less need for these services.

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 cannot perform this work due to the proprietary nature of the equipment, and problem resolution can only be performed by the manufacturer, or an Avaya Diamond Partner.

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 Avaya no longer manufactures these older telecom systems and our current civil service employees are trained on the newer Voice Over Internet Protocol, VOIP, telephone systems which we are actively migrating towards. There is also proprietary nature of the equipment and software maintenance.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. There is no training included. The Avaya telephony system is the older Centrex telecom system that the City is migrating from on to the Voice Over Internet Protocol, VOIP, platform.

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 08/23/2023, the Department notified the following employee organizations of this PSC/RFP request:
Electrical Workers, Local 6; 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: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

Address: 1 South Van Ness Ave 2nd Floor

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49802 - 23/24

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 11/20/2023

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
To: [Gines, Jolie \(TIS\)](mailto:Gines,Jolie(TIS)); kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; ewallace@ifpte21.org; [Laxamana, Junko \(DBI\)](mailto:Laxamana,Junko(DBI)); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; [Osha Ashworth](mailto:Osha,Ashworth); [Edhammer, Kenneth \(TIS\)](mailto:Edhammer,Kenneth(TIS)); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR(HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 49802 - 23/24
Date: Wednesday, August 23, 2023 10:41:13 AM

RECEIPT for Union Notification for PSC 49802 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 49802 - 23/24 for \$9,900,000 for Initial Request services for the period 12/01/2023 – 11/30/2028. 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/21240> 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)

Appendix A Scope of Services

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1. Background

The City is seeking proposals for monitoring and service coverage for the City’s Avaya telecommunications equipment from bidders with current Avaya Diamond Partnership Level. Equipment includes: Electronic Tandem Networked (ETN) and non-networked Private Branch Exchanges (PBXs) including S8700, S8500, S8400, S8300, S8800; and other equipment. The City’s Avaya equipment includes a mix of newer equipment that is currently supported by Avaya and older equipment that Avaya either provides limited support for or that has reached End of Parts Support status. Over the term of this contract, the City anticipates that it will decommission much of this legacy Avaya equipment, at which point it will be removed from this contract.

The City’s seeks a Supplier to provide the following services:

1. Monitor and respond to alarms and resolve failures in a timely manner in accordance with Service Level Agreement.
2. Regularly install the most current released software versions and patches for all covered equipment.
3. Maintain accurate equipment records, routing guides (runbooks), and network maps that are updated after all system migrations, upgrades, relocations, redeployments, and disconnections.
4. Reduce active port counts as certain City departments migrate away from their legacy Avaya infrastructure.
5. Upon award of contract, Supplier shall work with Avaya to ensure remote access to all covered systems.

Supplier shall provide the following resources:

1. Telecommunication Support Services (TSS) Technicians with the training, transportation, and necessary equipment to test, maintain, and repair City equipment.
2. TSS Account Manager will work under direction of the Department of Technology (DT) Telecommunications Team assigned to the Client Department. **No direct solicitation of Client Departments by the Supplier is allowed.**
3. TSS Network Monitoring Center will parallel the function of the DT Service Desk and Network Operations Center. Acting as first point of contact for any problem. The DT Service Desk/Network Operations Center is the SPOC for the entire City for reporting all repair requests (except for Airport and Moscone), as well as all MACs (Moves, Add-ons and Changes) for fewer than 10 stations. The DT Service Desk will refer repairs to the TSS Network Technicians for support when required. The Airport and Moscone shall report their own issues directly to the supplier.

2.1 Monitoring

The City has a combination of legacy and newer AVAYA systems. Supplier shall monitor all alarms from AVAYA Client Support services and receive service tickets from DT Telecommunications Team, Service Desk and NOC. Supplier shall triage alarms and tickets per the level of urgency. Levels of urgency are:

1. Critical
 - a. The Central Processing Unit of any PBX or adjunct equipment fails to process calls. Adjunct equipment examples include IVR, Voicemail, ACD, CMS, etc.
 - b. ETN and AT&T Network failures.
 - c. Failure of other system component as defined by DT Telecommunications Team, Service Desk, or NOC.
2. Major
 - a. 10% or more of the voice terminals cannot make or receive calls to or from the public switched telephone network, or from other station sets directly connected to the system.
 - b. 10% or more of the voice terminals cannot use the features and services assigned to each voice terminal set.
 - c. 10% or more of the trunk cards or circuit groups fail to operate.
 - d. 50% or more of the attendant consoles fail to function.
 - e. Failure of other components identified by DT Telecommunications Team, Service Desk, or NOC.
3. Minor
 - a. Any failure not covered by the Critical or Major criteria that does not affect critical City business processes.
 - b. Other failures as identified by DT Telecommunications Team, Service Desk, or NOC.
4. Cleared
 - a. Alarms that are automatically cleared by the AVAYA EXPERT Systems.

DT Telecommunications Team shall request an ignore alarm service ticket with AVAYA in the event of planned maintenance outages that will generate alarms.

VENDOR Response: Comply

AVAYA Monitoring System EXPERT Systems will be utilized for all City and County of San Francisco sites AVAYA has connectivity to.

VENDOR will utilize alarmtraq Monitoring for all sites.

VENDOR will work with the City and County of San Francisco staff to receive access to all sites. For sites where dial-in number or access is not available, VENDOR will rely only on AVAYA EXPERT Systems for monitoring and alerting.

Triage of Incident

Once an Incident has been classified and assigned to the appropriate Service Team, a Level One Service Representative will begin the Triage Process. Based on the priority and initial assessment, a Level One Service Representative will work to resolve the issue and/or engage a senior technical resource to assist with incident resolution. Issues that are not nearing resolution within the identified timeframe will be escalated to the next level of support.

Below is a high-level overview of the triage process:

- Acknowledge the incident.
- Gather relevant information about alarm and customer contact/ location.
- Provide initial contact/alert the customer using identified Customer Contacts.
- Verify remote access, and initialize remotediagnosics.
- Start the investigation/troubleshooting phase.
- Update Service Order with all pertinent information.
- Remediate or escalate the issue.
- Update customer with the status of the Incident.

Alarm Handling Overview – Alarm Triage

An alarm is defined as a notification received from a system monitoring tool that indicates a threshold has been reached, a failure has occurred, or a customer location is experiencing a degraded state.

When an alarm is received by the Level One team in our Operations Center, they will perform the following steps upon receipt:

- Alarms are received by VENDOR from various monitoring tools and/or customer requests.
- Acknowledge the alarm from our monitoring tool.
- Initiate the information-gathering phase. (Gather relevant information about alarm and customer contact/ location)
- Verify remote access to the equipment, initialize remote diagnostics. (Self-resolved issues can be closed/tracked accordingly).
- Start the investigation/troubleshooting phase.
- If the alarm cannot be resolved in a reasonable amount of triage time or correlated to a customer initiated event, an incident will be created for continued remediation.
- The Service Representative will initiate communication with the customer through the duration of the incident. Communication will include initial receipt/acknowledgement,

assessment of potential impact, affected equipment, next steps to be performed and ongoing communication expectations.

2.2 Incident Response

Supplier shall resolve incidents based on the following criteria and response times:

Critical

- I.** Once Supplier is notified, they shall open an incident ticket, triage, and assign the appropriate resource within 30 minutes.
- II.** Supplier shall test, isolate the trouble, and provide an action plan report with ETA for resolution to DT Telecommunications Team and Service Desk/NOC within 60 minutes of alarm notification. The action plan report shall indicate if the supplier can resolve the incident remotely or if it requires an on-site technician.
- III.** Supplier shall continue provide hourly updates to DT Telecommunications Team and Service Desk/NOC on progress and status until resolution.
- IV.** Supplier shall provide an after-action report and root cause analysis within ten (10) business days.

Major

- I.** Once Supplier is notified, they shall open an incident ticket, triage, and assign the appropriate resource within 60 minutes.
- II.** Supplier shall test, isolate the trouble, and provide an action plan report with ETA for resolution to DT Telecommunications Team and Service Desk/NOC within two hours. The action plan report shall indicate if the supplier can resolve the incident remotely or if it requires an on-site technician.
- III.** Supplier shall continue provide hourly updates to DT Telecommunications Team and Service Desk/NOC on progress and status until resolution.
- IV.** DT Telecommunications Team retains the option to request an after-action report and root cause analysis within ten (10) business days.

Minor

- I.** Once Supplier is notified, they shall open an incident ticket within two hours and assign an appropriate resource within 4 hours.
- II.** Supplier shall test, isolate the trouble, and provide a status of the resolution within 24 hours.

Cleared

- I.** Supplier shall review cleared alarms, and if a pattern is identified they shall notify the DT Telecommunications Team and Service Desk/NOC.

Supplier shall provide a monthly report of cleared alarms to DT Telecommunications Team. Supplier shall respond to sites on either a business hours, 8x5 basis or 24x7 basis, as indicated for each site in the “Response Level” column on “Appendix B – Calculation of Charges.”

For each of the various systems included within covered equipment, the Supplier may request that DT Telecommunications Team provide a letter of agency authorizing the Supplier to dispatch subcontractors to resolve troubles and make repairs in accordance with each Supplier’s customer service agreement, provided that subcontractors shall not perform any work without prior authorization from the City.

VENDOR Response: Comply

VENDOR will comply with the AVAYA standard Service Level Objectives. Severity levels are defined by AVAYA as follows:

- Severity 1: The supported product is totally out of service with no acceptable work around resulting in a loss of service affecting all users at a single site.
- Severity 2: The supported product is operating with severely reduced functionality causing significant impact to customers' business operations, or the loss of service impacting more than twenty-five percent (25%) of all users at a single site.
- Severity 3: The supported product is operating with reduced functionality causing little or no impact to your business operations, or the loss of service to less than twenty-five percent (25%) of all users at a single site.
- Severity 4: The supported product is operating with full functionality and a service request for information on features, configuration or use of supported product needs to be tracked to completion.

VENDOR Incident Management Policy

Purpose

The purpose of this Service Incident Management Policy is to define VENDOR responsibilities and set expectations for Incident Management.

Scope

This policy covers all incidents handled by the Services team for City and County of San Francisco. These incidents may come in through various means including a phone call, by email, or as the result of an event that came through an Event Notification System such as EXPERT Systems or alarmtraq.

Goals

The goal of this Incident Management Policy is to both ensure the restoration of normal service operations as quickly as possible and to minimize the adverse impact on the business operations of City and County of San Francisco. By doing so, VENDOR will ensure that the best level of service quality is maintained.

Definitions

- Escalation – If an incident cannot be resolved by within agreed upon timeframes, more expertise or authority will be called upon to help resolve the incident.
- Event Notification System – Any system used to alert individuals to an inconsistency in events for either hardware or software.
- Incident – Any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in the quality of that service.
- Priority - Priority is the sequence in which an incident or problem needs to be resolved, based on the impact and/or urgency to City and County of San Francisco.

- Response Time - Response Time is measured from the time City and County of San Francisco contacts the VENDOR Services Center to report an incident, to the time the technician/engineer begins diagnostics, contacts City and County of San Francisco, and confirms they are working the issue. Monitoring EXPERT Systems and alarmtraq, this measurement starts with incident detection by the monitoring tool and a technician confirming that they are working the issue.
- Resolution Time - Resolution Time is measured from the start of the Incident until Service has been restored (resolution of the Incident or the implementation of a temporary work-around).
- Service Level Agreement – This is a service level agreed to by VENDOR and City and County of San Francisco and is documented in a contract or embedded in a VENDOR Service Offering.

Incident Management

1. Entry Criteria

An incident can come into the Service department via various means, including:

- A telephone call from City and County of San Francisco.
- An email from City and County of San Francisco.
- An alarm that comes through an Event Notification System such as:
 - EXPERT Systems
 - Alarmtraq

2. Classification of Incident

The following criteria will be used to classify an incoming Incident:

a. Customer Type/Contract Type

A VENDOR Customer NOC Engineer will first verify what type of service impacting event to begin classifying the Incident.

Service Level Agreement Definitions:

Priority 1 - Critical Response: 30 minutes - 24X7

The Supported Product is totally out of service with no acceptable work around resulting in a loss of service affecting all users.

Priority 2 - Major Response: 30 minutes - 24X7

The Supported Product is operating with reduced functionality causing significant impact to the City and County of San Francisco's business operations, or the loss of service impacting more than twenty-five percent (25%) of all users. Product alarms identified as major alarms by Remote Monitoring platform.

Priority 3 - Minor Response: 4 Business Hours

The Supported Product is operating with reduced functionality causing little or no impact to the customers' business operations, or the loss of service to less than twenty-five (25%). Product alarms identified as minor alarms by Remote Monitoring platform.

b. Incident Prioritization

Priority One (Critical)

Description:

- Customer is experiencing a loss of service impacting greater than 10% of the users at a given site, multiple sites, enterprise, or of a given functional area. (Ex. 10% of the Call Center agents are impacted)
- The incident results in extremely serious interruptions to the production system.
- Tasks that should be executed immediately cannot be executed due to a complete outage of the system or interruptions in main functions of the production system.
- The entire user community is or could be negatively affected.
- Tasks that should be executed immediately cannot be executed due to a complete outage.
- Data Integrity may be compromised and the service request requires immediate processing as the issue can result in financial losses.
- Security violations (ex. Denial of service, widespread virus, etc.)

<i>Target Response Time:</i>	<i>Target Restoration:</i>	<i>Communication</i>	<i>Escalation Threshold</i>
Alarm: 30 Minutes Service Ticket: 30 Minutes	Includes temporary solution, some or all restoration within 0-4 Hours.	Hourly (7x24)	1 Hour

Priority Two (Major)

- Loss of service to less than 10% of the users at a given site, multiple sites, enterprise, or of a given functional area.(Ex. Less than 10% of Call Center agents impacted.)
- There is a negative impact to project installation activities, urgent deadlines or the incident puts the system at risk. In production system, important tasks cannot be performed, yet the error does not impair essential operations.
- Processing can continue in a restricted manner, yet data integrity may be at risk. The service requests require timely processing due to the malfunction may cause serious interruptions to critical processes or negatively impact business.
- System or application is degraded or performing unreliably and is affecting customer’s ability to perform normal business functions.
- Key services or employees are affected. (Ex. Attendant console, system administration access, security violations.)
- Service order has been downgraded from a critical due to a temporary fix put in place until permanent resolution is conducted during customer’s change control process.

<i>Target Response Time:</i>	<i>Target Restoration:</i>	<i>Communication</i>	<i>Escalation Threshold</i>
Alarm: 30 Minutes Service Ticket: 2 Hours	Includes temporary solution, some or all restoration within 4-8 Hours.	Every 4 Hours (7x24)	2 Hours

Priority Three (Minor)

- Incident does not prevent operation of a production system, though there may be minor degradation in performance.
- The error is attributed to malfunctioning or incorrect behavior of software or hardware. The issue will affect users by degradation to performance with no interruption to service.
- Customer and business impact is low
- Service order downgraded from major due to a temporary fix that was put in place

<i>Target Response Time:</i>	<i>Target Restoration:</i>	<i>Communication</i>	<i>Escalation Threshold</i>
Alarm: 4 Hours Service Ticket: Next Business Day	Includes temporary solution, some or all restoration within 1-5 Business Days.	Twice During the Business Day	4 Hours

3. Triage of Incident

Once an Incident has been classified and assigned to the appropriate Service Team, a NOC Engineer will follow the Triage Process. The standard working time for the triage of an Incident is 60 minutes.

Once this timeframe is met, if the Incident has not been resolved, it will either remain with the NOC Engineer for remediation or be escalated to the NOC Shift Manager and notify the Service Delivery Manager. All processes are based on ITIL framework

1. Acknowledge the Incident
2. Gather relevant information about alarm and City and County of San Francisco contact/ location
3. Provide initial contact/Alert City and County of San Francisco using identified City and County of San Francisco Contacts
4. Verify Remote access, Initialize remote diagnostics
5. Start the investigation/troubleshooting phase
6. Update Service Ticket with all pertinent information
7. Remediate or Escalate the issue
8. Update City and County of San Francisco with the status of the Incident

a. Resolved Alarms

Some alarms may self-resolve, and some others will be resolved as part of the standard Triage process. In these cases where minimum City and County of San Francisco intervention is required, the incidents will be thoroughly logged and closed, and may not require a Service Order.

b. Escalations

There are many variables, which can cause an Incident to be escalated. For instance, when it is clear to a NOC Engineer that they will be unable to resolve the incident or when target times for resolution have been exceeded.

In the event a NOC Engineer is unable to successfully remediate an Incident within the defined window, the Incident will be escalated to the NOC Shift Manager and notify the Service Delivery Manager.

At times, it may be necessary to escalate an Incident to a Manufacture (3rd Party) for support. In these cases, the NOC Engineer will retain ownership until the Incident is resolved or needs to be routed for further work.

Lastly, if an Incident is not progressing according to the established guidelines, City and County of San Francisco may request an escalation of the trouble Incident through the Service Delivery Manager. In these instances, the normally defined response window still applies.

4. Exit Criteria

The following is the Exit Criteria for an Incident in Service:

- Incident marked as Completed by a NOC Engineer
- Contact City and County of San Francisco to get agreement to close out Incident
- Document all required information in the Incident Ticket
- Validate all time logs associated with Incident
- Properly close out Ticket

City and County of San Francisco ticket communication flow

The following is the Exit Criteria for an Incident in Service:

- a. Receipt and acknowledgement of AVAYA system email alarm notification. Service Ticket is entered into NetSuite Ticketing System.
- b. Provide City and County of San Francisco with notification of service impacting alarms and status.

The customer contact information is entered in the NetSuite Ticket.

Customer to provide a designate a resource as the VENDOR Managed Services contact who is appropriately qualified.

This Support contact will serve as the primary point of contact with VENDOR, or its authorized third party, for all support activities performed hereunder.

- It is also highly recommended that a secondary contact, who meets the qualifications, be assigned as a back up to the Primary. This person would be the secondary point of contact with VENDOR.
- Assist VENDOR with Incident ticket management, including:

- Initial investigation information validation
- Troubleshooting activity assistance if issue requires restoration of service by implementing a known work around.
- Restarting services as required to maintain availability.
- Involvement with resolving tickets or problem root cause analysis.

c. Alarm Management / Acknowledgement

When the Service Ticket is entered into NetSuite Ticketing System, an email version of the ticket is system generated.

All communications (VENDOR and City and County of San Francisco), resolution plan and resolution activities are documented in that email string.

Incident Escalation Policy

Technical Assistance and Escalation Process

- Normal and After Business Hours Support
 - P1 and P2 Trouble Requests
- A P1 and P2 trouble report is received:
 - Within 30 minutes-
 - VENDOR performs initial validation and basic triage
 - VENDOR Engineer will contact end user to get additional details to resolve the issue if needed, and establish a communication plan with the City and County of San Francisco Point of Contact.
 - VENDOR Engineer will also provide status and plan of action.
 - If trouble cleared, then City and County of San Francisco is notified and advised on resolution.
 - If trouble is not resolved within two (2) hours....
 - VENDOR Engineer will engage as appropriate City and County of San Francisco / AVAYA.
 - Engineer will communicate all results from diagnosis and activities conducted to resolve.
 - VENDOR Engineer will update plan of action to resolve issue.
 - VENDOR NOC Operations Manager establish communication timeframes and update plan of action.
 - VENDOR Engineer provides updates to plan of action to City and County of San Francisco.
 - VENDOR Engineer and NOC Operations Manager engage Service Delivery Manager If trouble cleared, then City and County of San Francisco is notified and advised on resolution.
 - If trouble is not resolved within four (4) hours....
 - VENDOR NOC Operations Manager and VP of Operations assumes overall coordination of problem resolution effort.
 - VENDOR NOC Operations Manager and VP of Operations ensures escalations within NOC and to City and County of San Francisco / AVAYA are at appropriate levels.
 - VENDOR NOC Operations Manager and VP of Operations coordinates internal NOC, City and County of San Francisco /

- AVAYA calls and updates to City and County of San Francisco contact.
 - VENDOR NOC Operations Manager and VP of Operations provides prescheduled updates (one hour) to City and County of San Francisco contact.
 - VENDOR Director of Sales is contacted.
 - If trouble cleared, then City and County of San Francisco is contacted and advised on completion.
 - If trouble is not resolved by six (6) hours...
 - VENDOR VP of Operations assumes overall coordination of problem resolution effort.
 - VENDOR VP of Operations insures escalations within City and County of San Francisco / AVAYA are at appropriate levels.
 - VENDOR VP of Operations insures appropriate technical resources are available.
 - VENDOR VP of Operations provides hourly updates to City and County of San Francisco contact.
 - When trouble cleared, then City and County of San Francisco is contacted and advised on completion.

Process for obtaining assistance from AVAYA Technical Support

VENDOR Secure Number:

XXXXXXXXXX

VENDOR Sold To Number:

XXXXXXXXXX

- Complete the Case Diagnostic Template in the Partner Portal
- AVAYA Access Portal - www.support.avaya.com
- Call AVAYA GSS
 - Provide BP ID and 9 digit Access ID number for authentication.
 - Provide the customer sold to number.
 - Advise the AVAYA technician that a case is required and you need to email the completed diagnostic template.
 - Obtain the AVAYA Technician email address.
 - Email the completed template.
 - Remain on the line to verify receipt of email and AVAYA has all necessary information.
 - Exchange ticket numbers.

2.7 Proposed Technical Staff

- 1) Supplier shall provide DT Telecommunications Team with a list of all proposed technical staff, including their qualifications, experience, and certifications. DT Telecommunications Team shall provide written approval of each staff member prior to their work on this Agreement.
- 2) Supplier staff shall include Avaya-certified, local resources who are able to respond to critical incidents within two hours as described in Section 2.2.

VENDOR Response: Comply

2.3 Disaster Recovery

Supplier shall support the City in the event of a disaster that disrupts the City's telecommunications services by: temporarily rerouting calling patterns as necessary; working with all AVAYA work groups and other Suppliers to restore service as soon as possible; and case managing the restoration or replacement of all PBX equipment at covered locations that are designated by the City as being critical for public safety and City business, as described in "Appendix B – Calculation of Charges."

Because the City is a Public Safety and Public Service provider, Supplier shall ensure City is among the highest priority clients for recovery in the event of a large-scale disaster.

VENDOR Response: Comply

The AVAYA Disaster Recovery plan, process and procedure is described in Exhibit 1 that consists of the following documents:

- AVAYA Business Continuity Process 2018
- AVAYA Incident Preparation Checklist
- AVAYA Damage Assessment Report
- Avaya Post Emergency Event Review Checklist

2.4 Equipment Support

Supplier shall support the equipment listed on "Appendix B – Calculation of Charges."

The Equipment List indicates the response level (8x5 or 24x7) required and the current status of support by Avaya. The Supplier shall provide the following levels of service based on the current status of support by Avaya:

- **Avaya Support Advantage:** Supplier will maintain Avaya Support Advantage contract with Avaya. Supplier will coordinate with Avaya to provide monitoring and any required maintenance.
- **Utility support:** For equipment that is currently supported by Avaya, Supplier will maintain a Utility support contract with Avaya. Supplier will coordinate with Avaya to provide monitoring and any required maintenance. For equipment that Avaya provides remote-only coverage or that is at end-of-parts-support status, Supplier will coordinate with Avaya to

provide monitoring when possible, and Supplier will provide required maintenance. Supplier will inform the City of any changes in their ability to provide support for this older equipment, based on availability of parts or other issues. Any changes in support or pricing will be negotiated between VENDOR and DT as part of the Quarterly True-up described in section 2.8.

Handset Support

Supplier shall provide repair and replacement of handsets for the sites indicated in “Appendix B – Calculation of Charges” column E. The handsets at these sites are 9600 series IP deskphones.

Key Systems

“Appendix B – Calculation of Charges” includes Table B-4 with an inventory of Key Systems that are no longer supported by Avaya. They are included for informational purposes only and are not to be included in the monthly base pricing proposal. DT staff shall maintain this equipment and may request assistance from the Supplier on a time-and-materials basis.

Additions of New Equipment

The City has a separate agreement for the purchase of new Avaya equipment. The City and Supplier will develop a policy for providing support for this equipment. The City will specify whether the Supplier will provide support when the new equipment is initially deployed, or if support will be covered by the purchase agreement.

Removal of Equipment

Over the term of this contract, the City anticipates that it will decommission much of its older Avaya equipment, at which point it will be removed from this contract. For equipment that is not covered by a support contract with Avaya, the City shall reserve the right to remove equipment from the equipment list or modify the level of service with 60 days’ notice to the Supplier. Deletions, additions, or changes in service levels of equipment shall be reflected in the monthly rate after the 60 days’ notice.

Other Changes to the Equipment List

“Appendix B – Calculation of Charges” provides the most accurate information on the City’s Avaya Telecommunications equipment available at the time this RFP is issued. However, the City may update “Appendix B – Calculation of Charges” by issuing a written Bid Addendum as described in Section V, [Pre-proposal Conference and Contract award](#). The City may also update the equipment list at the time of contract award.

VENDOR Response: Comply

VENDOR will purchase the required AVAYA Support Advantage and Utility support for all sites in Appendix B – Calculation of Charges.

Handset Support – VENDOR will purchase replacement handset support from AVAYA for all sites on the Appendix B – Calculation of Charges that have a designation noting that support is required for that site.

Key Systems – VENDOR acknowledges that all support for the Key Systems in Appendix B – Calculation of Charges will be maintained by City and County of San Francisco staff and VENDOR will provide support on a time-and-material basis upon receiving a request from the City and County of San Francisco staff for assistance.

AVAYA is authorizing the decommission of equipment and or sites without financial penalty with a sixty (60) day prior notice. VENDOR will terminate support or modify the level of service with 60 days' notice from DT. Deletions, additions, or changes in service levels of equipment shall be reflected in the monthly rate after the 60 days' notice, and all changes in pricing will be reflected in the next Quarterly True-up, as described in Section 2.8.

VENDOR acknowledges the Changes to the Equipment List clause.

VENDOR will provide support for all equipment as listed in Appendix B – Calculation of Charges.

VENDOR is committed to assisting the City and County of San Francisco to minimize costs and maximize savings wherever possible. As such, VENDOR will perform an onsite switch clean-up to reduce the Port count wherever possible to reduce the price of the required AVAYA support.

During the initial True-up period considered after award but prior to the new support being activated, VENDOR will perform an onsite switch clean-up for the following sites:

1. CCSF-General Hospital – 1001 Potrero Ave
2. CCSF-Human Services Otis – 170 Otis St
3. CCSF-Hall of Justice – 850 Bryant St
4. CCSF-One South Van Ness – 1 S. Van Ness Ave
5. CCSF-City Hall – 1 Carlton B Goodlett Pl

This process will be completed prior to VENDOR purchasing the AVAYA required support with the goal of minimizing the cost per site wherever possible.

VENDOR will schedule a True-up switch cleanup rolling window for the balance of the sites after the initial True-up period with the following prioritization:

1. Sites with more than 1,000 ports.
2. Sites with less than 1,000 ports but more than 500 ports.
3. Sites with less than 500 ports.

VENDOR acknowledges the current support of an AVAYA Client Service Manager in the City and County of San Francisco current support. VENDOR is prepared to continue to extend this support to City and County of San Francisco for an additional monthly to the amount on the Appendix B – Calculation of Charges price of \$10,000 per month.

AVAYA Client Service Manager

VENDOR has included the purchase of Avaya's Client Service Manager to support that are receiving AVAYA maintenance coverage. Support Advantage-eligible products should be

covered by Essential or Preferred Support coverage. AVAYA maintenance coverage is included in separate Service Descriptions.

As part of Client Service Manager coverage, the AVAYA Client Service Manager will:

- Act as the Customer's advocate to all AVAYA departments and third-party manufacturers sold through AVAYA.
- Use AVAYA's Any User Interface (XUI) notifications via pager, cell phone or email to monitor major severity cases arising on the Customer's supported products for possible proactive intervention where there is potential significant customer impact.
- Manage to completion trouble ticket activity ("Case") escalated to the Client Service Manager which represents a significant business risk to the Customer. This service is provided 24 hours per day, 365 days per year. The Client Service Manager's escalation responses and management activities are subject to any other contract entitlements which are expressly stated in the Customer's Commercial Agreement with AVAYA.
- Manage chronic or long-term Case investigations where Case complexity represents a risk to investigatory performance or there is risk of significant impact to the Customer's supported products.
- Act as a single point of contact to coordinate AVAYA's emergency response in the event of a disaster which causes the Customer catastrophic loss of service from the Supported Products.
- Research the Customer's service-related questions.
- Engage AVAYA specialists to support qualification of the Customer's product/service interests.
- Provide the Customer with a monthly service performance report in AVAYA's current standard service report format. This report will itemize all Supported Product Cases for the prior month and will provide response performance data.
- Meet with the Customer by telephone conference call once each calendar month to review AVAYA's support performance and discuss outstanding support issues impacting the Customer.
- Visit the Customer once within sixty (60) days of the commencement of Client Service Manager coverage and once per year thereafter for the duration of coverage. The visit is limited to a round trip to a single location within four (4) time zones of the Client Service Manager. All other travel and lodging expense incurred by the CSM in support of the Customer will be billable to the Customer. Travel expenses will be in accordance with AVAYA's Travel and Expense policy, provided to the Customer upon request.
- Provide the Customer with a Customer Support Plan that provides primary support process descriptions, personnel roles and responsibilities, and common language performance expectations for AVAYA and the Customer. The Customer Support Plan will include all site listings and AVAYA and Customer management and technical escalation contacts.

VENDOR Service Delivery Manager

VENDOR will assign a Service Delivery Manager (SDM) to City and County of San Francisco to work closely with the AVAYA Client Service Manager. The VENDOR SDM acts as the single point of contact between City and County of San Francisco, the VENDOR scope of services, inclusive of partner(s), and with the associated account personnel. It includes a global

view of the services provided while proactively seeking continuous improvement. The goal is to create joint partnerships City and County of San Francisco and our associated teams and individuals through pro-active interactions. Responsibilities include:

- City and County of San Francisco advocacy – single point of contact liaison to all support resources within VENDOR and for manufacturer escalations.
 - Assist with product and technical issues.
 - Available 24 X 7 for critical escalations.
 - Review of ticket statuses.
 - Chronic incident trending and tracking including resolution roadmap development.
 - Develop and maintain customized communication plans including:
 - Meeting Agendas and Meeting Minutes
 - Task Tracking
 - Escalation Tracking
- Ensure that agreed upon services are performed in accordance with the SOW.
- Establish working processes with City and County of San Francisco.
- Accountability for City and County of San Francisco change management activities including change approval, scheduling, and notification.
- Ensure that all City and County of San Francisco records and required documentation is complete, accurate, and maintained throughout the duration of the contract.
- Assemble and provide service level and other reports.
- Prepare for and conduct regular business review meetings.
- Conduct regular continual service improvement activities.
- Assures compliance of and lifecycle management for all contracted services.

2.5 Network Engineering and ETN Support

1. Supplier shall provide all required network administration, engineering, and consultation support, as well as installation of all necessary software translations to implement integration of network solutions, or other changes, rearrangements, additions and/or deletions to the ETN's routing software.
2. For Avaya equipment, all changes shall be reflected by updating the appropriate routing guides (runbooks). Upon completion, Supplier shall give the DT-Telecommunications Team a copy of the updated routing guides (runbooks). ETN documentation shall include Private network routing patterns, Public network routing patterns, Digit conversation information, Location listing, including station ranges, Trunk group encoding information, and Call restriction information (i.e., Facility Restriction Levels on trunk groups). Supplier shall maintain the ETN Network map and provide an updated version of the map in AutoCAD, PDF, or Visio format to DT on a bi-monthly basis.
3. Supplier shall support necessary software translations for Avaya equipment. Supplier shall perform standard call-through tests to ensure all changes are accurate.
4. Supplier shall coordinate with AT&T on ETN Trouble resolution.
5. Supplier shall provide ETN engineering consulting services for all operations functions, including fault detection, service restoration, Supplier meetings, software and database modifications, installation activities.
6. Supplier shall also provide end-to-end support for adding, moving, or re-arranging network facilities (e.g., digital T1 spans, DID, CO, TIE lines) that terminate on Supplier

covered Avaya PBXs (once the DT Telecommunications Team has procured network or local trunking facilities). As examples, Supplier support shall include the following:

- a) Reviewing system configuration to determine if additional hardware (e.g., circuit packs, carriers) is required. If so, Supplier shall notify the DT Telecommunications Team and assist in ordering the necessary equipment. Supplier shall coordinate or assist with hardware installation, if requested by the DT Telecommunications Team.
- b) Designing, developing, and implementing all necessary software translations to assure proper termination of the circuits.
- c) Testing the facilities beyond the demarcation to the AT&T or the subsequent termination at another end point (i.e., PBX).

Please refer to “Appendix B – Calculation of Charges” for the full detail of covered equipment.

VENDOR Response: Comply

VENDOR will maintain the documentation provided by City and County of San Francisco if VENDOR is the awarded partner.

- Protocol details and configurations.
- User group and user definitions.
- Access rights.
- Network routing software design provided by the installing vendor for all new AVAYA PBXs with ARS, AAR, or PNA.
- Provide on-going engineering consultation and as previously described development of and updates to routing guides whenever DT TE’s make changes to PBX routing patterns, adds new PBX locations or upgrades existing PBXs. All efforts are dependent on receiving complete information from the installing vendor.
- Monitor all scheduled and implemented changes to the NANP, NAPAs and LEC Central Office codes, consult on the impact on affected AVAYA technologies PBX routing patterns with DT TE permission. VENDOR will consult on any necessary software translations to correct the routing appropriately before any City and County of San Francisco customer service affecting problems.
- Maintain the client’s specific network diagram as complete information is received from the installing vendor.

VENDOR will maintain the documentation for the following:

- Additions and deletions of users (MAC’s).
- Document and maintain user profiles in support of City and County of San Francisco’s specific requirements.
- Provide the necessary access codes to enable the selection, set-up and termination of calls from the office.
- Provide centralized coordination and implementation of all network routing related to translation changes for supported AVAYA PBXs, including AAR, ARS, DCS, DCIU (Data Communications Interface Unit), DS-1 and network DID number banks.
- Investigate, test and document the interconnection between the sites and corporate network.

- Consult on a least cost routing system implemented on the site’s PBX or switchboard
- Develop with City and County of San Francisco standards for users.
- Provide user access to systems, services and applications.
- Manage and maintain user data files.
- Manage and maintain system security as defined by City and County of San Francisco.
- Provide and manage voice mail access.
- Maintain Dial Plan.
- Management and maintenance of Voice Systems backup processes.
- Daily backup review and notification to City and County of San Francisco of any exceptions. City and County of San Francisco is responsible purchase acquire and monitor any tape backup processes.

VENDOR will comply – VENDOR will implement requested translation changes, execute, and test on mutually agreed date.

VENDOR will comply – VENDOR will have LOA in place to provide troubleshooting and coordination with AT&T troubleshooting ETN.

VENDOR will comply – Consulting services will be provided for all aspects of the network even included data network aspects that touch the Avaya Telephony environment.

VENDOR will work with City and County of San Francisco and their contractors to perform the requirements in item 6 above.

VENDOR will work with City and County of San Francisco to manage and document all tasks involved with initiating service in a “Managed Services Onboarding Plan.”

2.6 Maintenance and Update Services

1. Supplier shall patch and install the most current released software versions for all covered equipment.
2. Supplier shall update time for bi-annual Daylight Savings clock changes on all applicable covered Avaya equipment.
3. Supplier shall identify, proactively track, coordinate, arrange for implementation of all recommended or required Avaya field QPPCN upgrades to completion and perform call-through testing for all affected TSS-covered Avaya PBXs.
4. Supplier shall perform network pre-service coordination and testing (e.g., coordinate work functions and availability across all Suppliers, coordinate temporary changes needed for pre-cut testing) and provide consultation support for DT-Telecommunications Team and Avaya project teams during the addition of all network facilities.
5. Supplier shall screen all Avaya PBXs for vulnerability to unauthorized access (i.e., toll fraud) and proactively schedule, implement, and case manage log-on and password (INIT, INADS, CRAFT) changes for all Supplier covered locations on a quarterly basis and provide a report to DT Telecommunications Team.
6. Supplier shall monitor and verify system backups on all applicable covered equipment to ensure the data is current and correct.
 - a. Examples include CM, CMS, AES, AEP, Aura Messaging, etc.
7. Specific support requirements include the following network and facility features for all covered Avaya CM/PBXs, as applicable:

- a. AES and CMS
- b. DCS (Distributed Communications System)
- c. UDP/ MS/ CAS (Uniform Dial Plan, Main/Satellite, Centralized Attendant)
- d. PNA (Private Network Access)
- e. ISDN (Integrated Services Digital Network)
- f. AAR (Automatic Alternate Routing)
- g. ARS (Automatic Route Selection)
- h. ENP (Extension Number Portability)
- i. PNI (Private Network Interface for Software Defined Networks)
- j. TEHO (Tail-End Hop Off)
- k. HEHO (Head-End Hop Off)
- l. IDDD (International Direct Distant Dialing)
- m. NANP (North American Numbering Plan) including all NPA overlay and split implementations, local and foreign.
- n. PPN/ EPN Configured Nodes
- o. Secure Access Link Gateway (SAL)
- p. Audix/Aura Messaging
- q. Video
- r. Network Clock Synchronization
- s. Caller ID Blocking
- t. NPA (numbering plan administration) incorporation of additions /changes, including overlay and split implementations.
- u. WCR (World Class Routing)

VENDOR Response: Comply

A VMS engineer will proactively conduct a remote site survey to collect detailed information on the state of your communications system. This evaluation of your telephony system will be scheduled on an annual basis and will optimize your AVAYA telephony environment as needed and agreed upon by the customer. All updates will be conducted within the customer change control process and procedures. This evaluation and optimization will include the following activities:

- Firmware/Software updates.
- Product Change Notice (PCN's).
- Patching where required.
- Review and recommendations for updates to major releases.
- Major release upgrades are billed separately as a Project.
- Minor software releases.
- Device load/firmware updates to AVAYA voice applications.

VENDOR will notify City and County of San Francisco staff of all patches, service packs and bug fixes released by AVAYA. VENDOR will make a recommendation of which patches, service packs and bug fixes should be applied to a system and why as well as, which VENDOR does not recommend being applied and why. Once City and County of San Francisco staff determines which patches, service packs or bug fixes are to be applied, VENDOR will create a mini-project plan for the updates and will schedule a maintenance window with the City and County of San Francisco staff. The time

estimated for the updates to be performed will be outlined and agreed to by City and County of San Francisco in the mini-project plan. All updates will be performed according to City and County of San Francisco change management process and procedures.

VENDOR will schedule and dispatch a Field Technician to be on site for any updates a system requires that cannot be performed remotely.

VENDOR will apply any patches, service packs or bug fixes immediately when this activity is required to resolve a service impacting event/alarm.

VENDOR will plan and schedule Daylight Savings Clock changes for all covered systems that require manual adjustments.

VENDOR will coordinate with City and County of San Francisco staff or selected partner during any projects planned for major site changes as well as the installation of new sites or equipment. VENDOR will ensure NOC staff are aware of work happening at a given site and will be available to assist if requested. VENDOR will verify that event notification/alarming is active when completion of a project or cut-over is completed. VENDOR will assist in troubleshooting any potential event notification/alarming issues until resolved.

VENDOR will manage and maintain all logins and passwords for all covered systems. VENDOR will follow the AVAYA recommended processes and procedures for maintaining the highest level of security and password change intervals.

VENDOR will participate in system back-up verification as outlined and defined by the City and County of San Francisco process and procedures.

VENDOR will assign a Service Delivery Manager (SDM) to City and County of San Francisco. The VENDOR SDM acts as the single point of contact between City and County of San Francisco, the VENDOR scope of services, inclusive of partner(s), and with the associated account personnel. It includes a global view of the services provided while proactively seeking continuous improvement. The goal is to create joint partnerships City and County of San Francisco and our associated teams and individuals through pro-active interactions. Responsibilities include:

- City and County of San Francisco advocacy – single point of contact liaison to all support resources within VENDOR and for manufacturer escalations
- Assist with product and technical issues.
- Available 24 X 7 for critical escalations.
- Review of ticket statuses.
- Chronic incident trending and tracking including resolution roadmap development.
- Develop and maintain customized communication plans including:
 - Meeting Agendas
 - Meeting Minutes
 - Task Tracking
 - Escalation Tracking
- Ensure that agreed upon services are performed in accordance with the SOW

- Establish working processes with City and County of San Francisco
- Accountability for City and County of San Francisco change management activities including change approval, scheduling, and notification
- Ensure that all City and County of San Francisco record and required documentation is complete, accurate, and maintained throughout the duration of the contract
- Assemble and provide service level and other reports
- Prepare for and conduct regular business review meetings
- Conduct regular continual service improvement activities
- Assures compliance of and lifecycle management for all contracted services

VENDOR standard break/fix maintenance support is comprised of the below:

Definitions:

As used in this support, the following terms shall have the definitions as follows:

Time and Material Services. Any work performed on systems not covered by the scope of this RFP response and the Appendix B – Calculation of Charges is subject to the prevailing labor rates for time and material work.

Response Time. Initial response will be engagement via phone or email with a VENDOR engineer or remotely accessing the system for initial troubleshooting.

Support requests are prioritized upon receipt as follows:

Priority 1 Response SLO: 30 minutes 24X7

The Supported Product is totally out of service with no acceptable work around resulting in a loss of service affecting all users at a single site.

Priority 2 Response SLO: 30 minutes 24X7

The Supported Product is operating with reduced functionality causing significant impact to the Customer's business operations, or the loss of service impacting more than twenty-five percent (25%) of all users at a single site. Product alarms identified as major alarms by Remote Monitoring platform.

Priority 3 Response SLO: 4 Business Hours

The Supported Product is operating with reduced functionality causing little or no impact to the customers' business operations, or the loss of service to less than twenty-five (25%) of all users at a single site. Product alarms identified as minor alarms by Remote Monitoring platform.

Priority 4 Response SLO: End of next business day

Informational Only requests or Moves, Adds, Changes (MAC) orders scheduled.

Requirement of Manufacturer Support Contract

Access to manufacturer escalation support and access to patches and software for the covered systems is contingent upon purchase and maintenance of a Manufacturer Support

Contract. If no manufacturer support exists, VENDOR support will be best effort for escalations or issues that require software patching or upgrades.

Scope of Maintenance Services

1. Remedial Service. VENDOR will perform remedial maintenance services for covered equipment upon request by the customer in order to restore malfunctioning component parts to proper working order.
2. Personnel. Maintenance or service work is to be performed by VENDOR authorized personnel only.
3. Support Hours. Unless otherwise agreed to, Customer remote NOC support shall be available 24 hours per day, 7 days a week for all Priority 1 and Priority 2 coded support tickets. For all Priority 3 repair and Priority 4 MAC requests, Customer support will be available from 8:00 A.M. to 5:00 P.M., customer site local time, Monday through Friday, excluding holidays as designated by VENDOR.
4. Alarm Monitoring. VENDOR will proactively monitor the covered systems 24 hours per day; 7 days a week via premises based customer provided monitoring device (modem or server, based on system type).
5. VENDOR will remotely monitor the PBX and adjunct applications resident in the manufacturer's core telephony stack – excluding 3rd party applications with coverage sold through and managed by VENDOR.
6. Technician dispatch and Part replacement. VENDOR will coordinate dispatch of support personnel to support troubleshooting and the delivery and replacement of any covered part found to be defective based on the service hours quoted.
7. Subcontracting. VENDOR may subcontract any or all of the work to be performed by and under the terms and conditions of this Agreement, provided that DT must provide written approval any subcontractors and any subcontractor staff members prior to their work on this Agreement. VENDOR will be responsible for the work of such subcontractors.
8. Access. VENDOR shall have, at all reasonable times, full and unrestricted access to the Premises for the purposes of performing the Maintenance Services, installing additional equipment and/or repairing the equipment covered by this Agreement.

Maintenance Services Not Included

Maintenance service does not include any services necessitated by, or of the types described in any of the following:

1. Active system issues present at time of maintenance contract start date.
 - a. Prior to contract start date, VENDOR will perform remote and/or onsite system audits to validate the health and integrity of the systems being placed under coverage including the system environment.
 - b. Significant issues that may interfere with the supportability of the systems under coverage found existing during this audit will be documented and communicated to customer with quote for resolution on a Time and Materials basis if feasible.

2. Should customer elect not to remediate these issues via VENDOR or other means, VENDOR reserves the right to deny support coverage that is related to these unresolved issues.
3. Battery back-up systems or uninterruptible power supply systems (UPS), Operating supplies, accessories, paper, electrical work external to the system.
4. Labor and material costs for components that do not affect the normal operation of the system (i.e. Cabinets, racks, shelves, etc.).
5. The negligent, intentional, or willful acts of customer or third parties.
6. Any act external to the system that causes, directly or indirectly, a system failure, either immediately or later, or other malfunction including without any limitation, failures of trunk or toll lines from local dial tone providers or long distance carriers, other equipment connected to the system, or abnormal environmental conditions, power failures or fluctuations, (for example power fluctuations caused by power surge or lightning), flooding, water damage, and any other equipment damage associated with Acts of God.
7. When equipment is deemed unsupportable by the manufacturer, or it is deemed not serviceable due to lack of replacement part availability. VENDOR will provide DT 60 day's notice of any determination that equipment cannot be supported, and the corresponding reduction in the monthly price will be reflected in the next Quarterly True-up meeting described in Section 2.8.

Customer Responsibilities

- a. Customer agrees to perform in a timely manner, at Customer's sole expense, the following responsibilities in support of VENDOR Services under this Agreement:
- b. For legacy systems supported by modem, VENDOR or customer to provide based on maintenance quote.
- c. VENDOR persistent remote access to the environment is required under this contract and provided via the SAL server or legacy modem described above. If customer declines to deploy the modem for remote monitoring, persistent remote access via VPN or other means must be provided for VENDOR to support the systems under maintenance.
- d. Provide access to Customer's premises and a suitable work area for VENDOR service personnel.
- e. Appoint an administrator (the "Contact") knowledgeable in Customer operational requirements as a point of contact to VENDOR and with authority to act on Customer's behalf in matters relating to this agreement, including the issuance of purchase orders.
- f. Provide the proper environment, electrical and telecommunications connections as specified by the system's manufacturer(s).
- g. Maintain back-up files and discs for all relevant software comprising a portion of or being related to the system.
- h. Not relocate or modify any portion of the system or its components, or allow anyone access to the internal components and software without written notification to VENDOR.

VENDOR Maintenance Plan Selection

FULL SERVICE coverage for AVAYA systems that are CM5 or newer includes:

- VENDOR remote monitoring and remediation with escalation to manufacturer support as needed
- Parts and dispatch for hardware replacement and onsite troubleshooting
- Coverage includes all PBX server and gateways components within PBX chassis or cabinets, CSU's connected to PBX T-1/PRI Circuits, Voice Mail and Adjunct Applications if applicable and listed within the Appendix B – Calculation of Charges.

Terminal replacement is included only for the sites designating this support on the Appendix B – Calculation of Charges

CUSTOM SERVICE coverage for AVAYA systems that are older than CM5. These systems are considered to be included under the AVAYA Extended Support.

Extended Support continues the existing benefits of your maintenance coverage with these limitations:

- All Tier IV Support and Current Engineering for ongoing improvements in product functionality stop when Manufacturer Support ends. Under Extended Support, AVAYA continues to provide and apply existing Product Correction Notices (PCNs) and updates that may resolve a trouble. However, AVAYA will not generate additional PCNs or updates to resolve future systemic product issues.
- AVAYA will make every effort to reserve its spare parts inventories to support maintenance contract customers for as long as possible. However, since replacement parts are no longer being manufactured, some may become increasingly scarce over time. This scarcity may affect response and repair times on certain troubles, and certain parts may require replacement with more current substitute parts. The risk of this situation will depend on the product's type and age. AVAYA will endeavor to highlight upcoming parts shortages via ongoing "Services Support Notices" posted on our Web site, which should help you predict the degree of risk for your products.

AVAYA will endeavor to identify products as they become eligible for Extended Support by issuing "Services Support Notices" and making them readily available on the AVAYA Web site or through any other means AVAYA deems appropriate.

AVAYA will continue to honor previously executed maintenance agreements in accordance with the terms of those agreements.

AVAYA is not responsible for any support or maintenance commitments made by Authorized AVAYA Business Partners or other service providers.

AVAYA reserves the right to amend or change its Extended Support Policy at its sole discretion at any time, and such Extended Support Policy shall not be interpreted to create any contractual obligation by AVAYA to provide support to any specific customer or Authorized AVAYA Business Partner.

- VENDOR remote monitoring and remediation with escalation to manufacturer support as needed
- Parts and dispatch for hardware replacement and onsite troubleshooting

- Parts replacement and Field Technician dispatch support charges are included as part of the monthly fee on every site.
- VENDOR has identified replacement parts for all equipment listed in Appendix B-Calculation of Charges utilizing AVAYA Depot, VENDOR inventory, and the services of our vast equipment provider network.
- In the event replacement parts become available for any equipment listed in Appendix B-Calculation of Charges, VENDOR will immediately notify DT to negotiate alternative coverage options and the reduction in the monthly fee for the sites VENDOR is no longer able to provide.
- Coverage includes all PBX server and gateways components within PBX chassis or cabinets, CSU's connected to PBX T-1/PRI Circuits, Voice Mail and Adjunct Applications if applicable and listed within the Appendix B – Calculation of Charges.

2.8 Pricing and Billing

All pricing shall be based on an initial three-year term agreement and on the amount of equipment and equipment types to be serviced. Rates will be put in place for periods of 36 months. Supplier shall provide the monthly price per line listed on “Appendix B – Calculation of Charges.”

The pricing proposal shall provide rates for additional work to be performed on a time-and-material basis upon prior authorization from the DT Telecommunications Team. The following are the only situations under which VENDOR will charge on a time-and-material basis:

- Support for the Key Systems listed in Appendix B – Calculation of Charges, Table B-4
- Work requested outside of incident resolution as defined in Section 2.2
- Dial plan, switch configuration (maintaining Class of Restriction or Automatic Route Selection), and network routing work that is unrelated to incident resolution as defined in Section 2.2
- Requests for work on equipment that is not deemed to be defective by VENDOR, DT, and Avaya

For equipment that is not covered by a support contract with Avaya, the City shall reserve the right to remove equipment from the equipment list or modify the level of service with 60 days’ notice to the Supplier. Deletions, additions, or changes in service levels of equipment shall be reflected in the monthly rate after the 60 days’ notice.

1. No Federal Excise Tax

CCSF is exempt from paying Federal Excise Tax. Specific information will be provided upon award of contract.

2. Quarterly True-up

Supplier shall provide CCSF with a Quarterly True-up to validate active port counts, by location, by CCSF department, with the associated charges. The True-up is required one week after the close of the third month.

The True-up shall contain a Summary Page which totals the details:

1. Sold To
2. Site Name
3. Address
4. Active Port Count
5. Charge
6. Service (i.e., 24x7, 8 X 5 etc)
7. Changes in covered equipment

For additional charges on equipment that is covered by the monthly base price, the True-up shall include an explanation of why the work was not covered by the monthly base price and information on the technicians who performed the work.

The True-up shall also contain detailed pages with the monthly price per line listed for each piece of equipment and shall highlight any changes in prices, additions, deletions, or changes in level of support.

3. CITY OFFICES BILLED DIRECTLY

The following is a list of San Francisco agencies and departments that are billed directly by the Supplier for telephone services and equipment. This list may be revised at any time.

1. San Francisco International Airport
2. Moscone Center

VENDOR Response: Comply

2.9 Accuvoice Managed Services

VENDOR will provide the following Accuvoice services and support for City departments:

San Francisco Public Utilities Commission (SFPUC)

- Accuvoice Service and Support Plan
- HeartBeat Monitoring
- Block of Work Hours

San Francisco Department of Building Inspection (DBI):

- Block of Work Hours

San Francisco Rent Control and Arbitration Board (SFRB):

- Block of Work Hours

San Francisco Employee Retirement Services (SFERS):

- Block of Work Hours

Accuvoice Service and Support

Service Level Objectives

Severity 1

Majors - 50% Out-of-Service

Respond electronically: 15 minutes

Updates every hour

Resolution within 4 hours

Severity 2

Majors – 25%-50% Out-of-Service

Respond electronically: 60 minutes

Updates every 3 hours

Resolution within 4 hours

Severity 3

Minor – Non-severe

For all other failures, response intervals will be based upon severity, but always minimally by the next Business Day

Updates periodically, and consistent with the impact of the issue – minimally a weekly update will be provided

Block of Work Hours

The City and County of San Francisco departments (SFPUC, DBI, SFRB, and SFERS) have previously purchased flexible Blocks of Work/ Hours for Accuvoice interactive voice response (IVR) Applications. VENDOR will manage these Blocks of Hours:

- Maintenance support
- Training
- Application modification
- Application development – and its related components; design, testing, documentation, associated off-line work, etc.

Maintenance and all other activities performed by Accuvoice (excluding activities covered by the SFPUC's Accuvoice Service and Support Plan or HeartBeat Monitoring) will be charged against this block of work / hours.

Accuvoice assumes that any maintenance or other support work, listed above, when provided will be performed during standard business hours; Monday-Friday, 8 AM – 5 PM, excluding holidays. Maintenance or other support work performed after work hours, on weekends, or holidays will be charged for at current Accuvoice premium rates; time-and-a-half or double-time, respectively.

The block of work/hours have no expiration date and are available for use by the City and County of San Francisco until depleted. The block of work/hours may be applied to support hours due and /or is renewable at the current Accuvoice rate at the time of the renewal.

Accuvoice Service and Support Plan or HeartBeat Monitoring services for the SFPUC will be billed annually. VENDOR will provide DT with a quote for renewal of Accuvoice Service and Support Plan and HeartBeat Monitoring 90 days before expiration of existing services. The quote will also include the number of remaining work hours for each department. DT will have the option, but not the obligation, to renew all or any of the services and to purchase additional work hours.

2.10 Optional Future Services

DT shall have the option, but not the obligation, to initiate the following additional services:

- 2.10.A. Dedicated Technician
- 2.10.B. Unlimited Remote Move, Add, Change (MAC)
- 2.10.C. Remote Move, Add Change (MAC) Block of Hours

2.10.A. Dedicated Technician

DT shall have the option, but not the obligation, to initiate the service of a dedicated VENDOR technician (Dedicated Technician).

Availability: The Dedicated Technician is physical available 40 hours a week, 52 weeks a year, and will be backed by the VENDOR NOC for any support related needs.

Dedicated Fully: The Dedicated Technician is considered a DT resource and is not available for anything else. CCSF can instruct this resource to perform any duties during the contracted work day period. In the event that Dedicated Technician is not available on-site, coverage will be back-filled remotely by VENDOR NOC.

Scope of Services: The Dedicated Technician will be qualified and capable of performing the following services, at the direct of DT staff:

1. Relocation and removal of voice equipment
2. Installation of supported products
3. Emergency maintenance services
4. Preventative maintenance as required
5. Isolate troubles and manage repair to facilities or third party vendor's equipment connected to the equipment supported under this agreement.
6. Manage and complete incident management service requests
7. Manage and complete MAC-D service requests
8. Complete on-site testing activities during quarterly DR/BCP tests

Overtime labor charges: Any work performed in excess of contractual hours must be pre-approved by DT and is considered overtime. VENDOR per incident hourly rates will apply. DT reserves the right to set the Dedicated Technician's regular work scheduling, for example when work must be performed after-hours to minimize service interruptions. DT will provide VENDOR and the Dedicated Technician with 72-hours' notice of any such changes to daily scheduling. VENDOR agrees to provide after-hours responses to incidents at sites with 24x7 hour coverage as part of the base monthly coverage without dispatching the Dedicated Technician for overtime work.

VENDOR Responsibilities

- Daily work activities will be managed by VENDOR Service Delivery Manager and VENDOR NOC and LPL on-site teams.
- VENDOR will provide monthly reports on work performed by the Dedicated Technician.
- VENDOR and DT will review the performance of the Dedicated Technician at the Quarterly True-up meetings.

DT Responsibilities

- It is DT's responsibility to provide adequate work space for the Dedicated Voice Technicians
- It is DT's responsibility to provide orientation and onboarding training of Dedicated Technicians for third-party systems connected to Avaya equipment and DT-specific internal processes and procedures

Selection of Staffing and Term of Service:

- VENDOR will provide resumes for potential Dedicated Technicians to DT and DT shall reserve the right to conduct in-person interviews and pre-approve the Dedicated Technician prior to the initiation of their work on this agreement.

- DT shall pre-approve any temporary or permanent replacements for the Dedicated Technician prior to the initiation of their work on this agreement.
- VENDOR agrees to replace the Dedicated Technician with 30-days' notice of DT.
- The initial term for the Dedicated Technician will be one (1) year. After one (1) year, DT may terminate this service with 30 days' notice.

No Solicitation: During the term of this SOW and (1) year after completion of Services, DT agrees not to solicit for employment any Dedicated Technician who has performed the Services. In the event that DT solicits any VENDOR employee performing the Services prior to the end of this period, DT agrees to pay VENDOR a finder's fee equal to one hundred and fifty percent (150%) of such solicited individual's gross annual salary or other remuneration prior to solicitation.

Rightful Employer: VENDOR will remain the employer of all dedicated technicians and will have ultimate authority for them, including providing resumes of personnel to DT, scheduling vacations and assigning replacements who have been pre-approved by DT. VENDOR will decide resolution of any dispute between DT and VENDOR regarding supervision.

2.10.B. Unlimited Remote Move, Add, Change (MAC)

DT shall have the option, but not the obligation, to initiate service for VENDOR to provide an unlimited amount of remote Moves, Adds, and Changes (MAC) for the included components as requested. MAC work is defined as a small (generally 2 hours or less in duration) engagement which requires no formal project coordination or project management. All MAC work will be performed between the hours of 8am and 5pm pacific, Monday through Friday excluding holidays. MAC work that is indicated as billable in the following table or is not defined in this Scope of Services will be considered to be a project and billed outside of the scope of this agreement. All billable work must be pre-approved by DT.

Remote Programming (MAC)	Included	Billable
VENDOR will perform the following MAC services and create and maintain documentation for all work:		
Additions and deletions of users (MAC's)	✓	
Modification or Creation of Class of Service or Class of Restrictions	✓	
Modification or Creation of phone system templates, buttons and soft key	✓	
Provide user access to PBX systems	✓	
Manage and maintain user data files	✓	
Manage and maintain system security (roles and permission) as defined by Customer	✓	
Provide and manage voice mail access	✓	
Manage and maintain ad-hoc PBX conferencing and EC500	✓	
Management and maintenance of Voice Systems backup processes	✓	

Manage and maintain Complex Project Work		✓
Full Release / Major Upgrade		✓
Note: Customer is responsible to purchase acquire and monitor any tape backup processes.	N/A	

VENDOR will provide an unlimited amount of remote Moves, Adds, and Changes for Contact Center Agents. MAC work is defined as a small engagement (generally 2 hours or less in duration) which requires no formal project coordination or project management. All MAC work will be performed between the hours of 8am and 5pm pacific, Monday through Friday excluding holidays. MAC work not that is indicated as billable in the following table or is not defined in this Scope of Services will be considered to be a project and billed outside of the scope of this agreement. All billable work must be pre-approved by DT.

Contact Center Remote Programming & Administration	Included	Billable
VENDOR will perform the following MAC services and create and maintain documentation for all work:		
Agent creation, deletion & modification	✓	
Skill group Add / Delete / Change (within existing contact center agents)	✓	
Minor script, vector, VDN and call handling treatment changes	✓	
Provide user access to CC systems, services and applications;	✓	
Over Flow calls configuration	✓	
Call Type creation	✓	
Reports generation (Existing Reports)	✓	
Custom report creation		✓
Agent Mapping and Call Selection Methods (Excluding Advocate)	✓	
Call Type creation	✓	
Modification existing Call Prompting and Announcements	✓	
Creation of new Announcements or Music on Hold		✓

2.10.C. Remote Move, Add Change (MAC) Block of Hours

DT shall have the option, but not the obligation, to initiate service for VENDOR to provide remote Moves, Adds, and Changes for the included components as requested. MAC work is defined as a small (generally 2 hours or less in duration) engagement which requires no formal project coordination or project management. All MAC work will be performed between the hours of 8am and 5pm pacific, Monday through Friday excluding holidays. MAC work not defined in this Scope of Services will be considered to be a project and billed outside of the scope of this agreement. All billable work must be pre-approved by DT. All time to perform the Remote MAC request will be deducted from the Block of Hours. Once the hours are depleted, City and County of San Francisco will refresh the Block of Hours with a new purchase order.

VENDOR will perform the following Remote Programming MAC services and create and maintain documentation for all work:

- Additions and deletions of users (MAC's)
- Modification or Creation of Class of Service or Class of Restrictions
- Modification or Creation of phone system templates, buttons and soft key
- Provide user access to PBX systems
- Manage and maintain user data files
- Manage and maintain system security (roles and permission) as defined by Customer
- Provide and manage voice mail access
- Manage and maintain ad-hoc PBX conferencing and EC500
- Management and maintenance of Voice Systems backup processes
- Manage and maintain Complex Project Work
- Full Release / Major Upgrade
- Note: Customer is responsible to purchase acquire and monitor any tape backup processes.

VENDOR will provide remote Moves, Adds, and Changes for Contact Center Agents. MAC work is defined as a small engagement (generally 2 hours or less in duration) which requires no formal project coordination or project management. All MAC work will be performed between the hours of 8am and 5pm pacific, Monday through Friday excluding holidays. MAC work not defined in this Scope of Services will be considered to be a project and billed outside of the scope of this agreement. All billable work must be pre-approved by DT. All time to perform the Remote MAC request will be deducted from the Block of Hours. Once the hours are depleted, City and County of San Francisco will refresh the Block of Hours with a new purchase order.

VENDOR will perform the following Contact Center Remote Programming and Administration MAC services and create and maintain documentation for all work:

- Agent creation, deletion & modification
- Skill group Add / Delete / Change (within existing contact center agents)
- Minor script, vector, VDN and call handling treatment changes
- Provide user access to CC systems, services and applications;
- Over Flow calls configuration
- Call Type creation
- Reports generation (Existing Reports)
- Custom report creation
- Agent Mapping and Call Selection Methods (Excluding Advocate)
- Call Type creation
- Modification existing Call Prompting and Announcements
- Creation of new Announcements or Music on Hold

**Appendix B
Calculation of Charges**

VENDOR shall invoice CCSF monthly based on the following calculation of charges.

Table B-1: VENDOR Monthly Pricing Summary

Item	Year 1		Year 2		Year 3		Three-Year Value
	Monthly	Annual	Monthly	Annual	Monthly	Annual	
Avaya SA & VENDOR Maintenance	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX
Avaya Utility & VENDOR Maintenance	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX
Moscone Center – Avaya SA & VENDOR	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX
San Francisco Intl Airport – Avaya SA & VENDOR Maintenance*	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX
VENDOR Managed Services	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX
LBE – TBD	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX
Total Monthly Invoice	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX

VENDOR shall invoice CCSF annually based on the following calculation of charges.

Table B-2: VENDOR Annual Pricing Summary

Item	Year 1	Year 2	Year 3	Three-Year Value
Avaya Client Services Manager	\$XXX	\$XXX	\$XXX	\$XXX
Accuvoice service support plan 8x5 (VX-VMS-ML8199)	\$XXX	\$XXX	\$XXX	\$XXX
Accuvoice Heartbeat Monitoring Services (VX-VMS-ML8199)	\$XXX	\$XXX	\$XXX	\$XXX
Accuvoice Long Distance (VX-VMS-ML8199)	\$XXX	\$XXX	\$XXX	\$XXX
Total Annual Invoice	\$XXX	\$XXX	\$XXX	\$XXX

At the time of the annual invoice for Accuvoice service, DT will have the option, but not the obligation, to purchase additional work hours at a rate of \$XXX per hour.

This pricing is all inclusive of parts, labor, software licensing, subcontractor hiring, staff travel and expenses, and all other costs incurred by VENDOR in providing the services described in Appendix A – Scope of Services. The pricing for “Avaya SA & VENDOR Maintenance” and “Avaya Utility &

VENDOR Maintenance” is itemized by location in the following Table B-2: Itemized Support Advantage and Utility Pricing.

San Francisco Intl. Airport is currently under contract for support separately due to a recent upgrade. VENDOR has estimated the support charges for Years 2 & 3. VENDOR will true-up this amount in the standard true-up cycles as their current support comes to term.

Any additional work to be performed on a time-and-material basis upon prior authorization from the DT Telecommunications Team under the circumstances defined in Appendix A – Scope of Services, Section 2.8 Pricing and Billing. The hourly rates for any time-and-material work will be as follows:

- Monday through Friday, 8:00 A.M. to 5:00 P.M.: \$XX.00/per hour
- Other times: \$XXX.00/per hour

For equipment that is not covered by a support contract with Avaya, the City shall reserve the right to remove equipment from the equipment list or modify the level of service with 60 days’ notice to the Supplier. Deletions, additions, or changes in service levels of equipment shall be reflected in the monthly rate after the 60 days’ notice.

No Federal Excise Tax

CCSF is exempt from paying Federal Excise Tax. Specific information will be provided upon award of contract.

Quarterly True-up / True-down

Supplier shall provide CCSF with a Quarterly True-up / True-Down to validate active port counts, by location, by CCSF department, with the associated charges. The True-up / True-Down is required one week after the close of the third month.

The True-up shall contain a Summary Page which totals the details:

1. Sold To
2. Site Name
3. Address
4. Active Port Count
5. Charge
6. Service (i.e., 24x7, 8 X 5 etc)
7. Changes in covered equipment

For additional charges on equipment that is covered by the monthly base price, the True-up shall include an explanation of why the work was not covered by the monthly base price and information on the technicians who performed the work.

The True-up shall also contain detailed pages with the monthly price per line listed for each piece of equipment and shall highlight any changes in prices, additions, deletions, or changes in level of support.

CITY OFFICES BILLED DIRECTLY

The following is a list of San Francisco agencies and departments that are billed directly by the Supplier for telephone services and equipment. This list may be revised at any time.

1. San Francisco International Airport
2. Moscone Center

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.

Pricing for Optional Future Services

DT shall have the option, but not the obligation, to initiate the following additional services for the following prices:

Dedicated Technician

The initial term for the Dedicated Technician will be one (1) year. After one (1) year, DT may terminate this service with 30 days' notice.

Item	Monthly Price	Annual Price
2.10.A Dedicated Technician	\$XXX	\$XXX

Unlimited Remote Move, Add, Change (MAC)

VENDOR will provide an unlimited number of remote Moves, Adds, and Changes (MACs) as described in Section 2.10.B of Appendix A – Scope of Services.

Item	Monthly Price	Annual Price
2.10.B Unlimited Remote MAC	\$XX	\$XX

Remote Move, Add Change (MAC) Block of Hours

DT will issue a purchase order for a block of work hours for VENDOR staff to perform remote MAC work as described in Section 2.10.B of Appendix A – Scope of Services. All time to perform remote MAC requests will be deducted from the block of hours. Once the hours are depleted, DT will refresh the block of hours with a new purchase order.

Item	Hourly Price
2.10.C Remote MAC labor	\$XX per hour

Table B-3: Itemized Support Advantage and Utility Pricing

SITE ID	Standalone / Core / Remote?	DEPT	COVE- RAGE	Set cover?	SITE NAME	ADDRESS	CITY	Version	TDM Ports	IP Ports	MSG	MBX	SA / Utility	Monthly Service Price
0005380060	CH - remote	CH	8x5		CCSF - REPO MAIL SERVICES	110 12TH ST	SAN FRANCISCO	CM 3					SA	
0005111878	DPH - SA	DPH	8X5		CCSF - ENVIRONMENTAL HEALTH DEPT	1390 MARKET ST	SAN FRANCISCO	CM 5			IA770	25	SA	
0005401595	MTA - SA	MTA	24x7		CCSF - MUNICIPAL TRANSPORTATION AGE	1455 MARKET ST	SAN FRANCISCO	CM 6					SA	
0051671597	PUC - Remote 525 Golden Gate	PUC	8x5		CCSF - PUC HEALTH AND SAFETY	1325-A EVANS	SAN FRANCISCO	CM 5					SA	
51634369	311 - SA	311	24X7	Y	CCSF-311 CORE	ONE S VAN NESS AVE 2ND FL	SAN FRANCISCO	CM 7					SA	
0003145376	DEM- CORE	DEM	24x7		CCSF-FIRE DEPT/EMERGENCY COMM.	1011 TURK ST	SAN FRANCISCO	CM7			AAM	415	SA	
0003250616	DPH - SA	DPH	8X5		CCSF-MAXINE HALL HEALTH CENTER #2	1301 PIERCE ST	SAN FRANCISCO	CM					SA	
0005117959	DPH - SA	DPH	8x5		CCSF MEDICAL RESPITE - SOBERING CNTR	1171 MISSION ST	SAN FRANCISCO	CM 5					SA	
0003072522	HSA - Core	HSA	24x7		CCSF-HUMAN SERVICES OTIS	170 OTIS ST	SAN FRANCISCO	CM 6			Intuity M100	2803	SA	
0003035329	HSA- Remote	HSA	8x5		CCSF-HUMAN SERVICES 160 VAN NESS	160 S VAN NESS AVE	SAN FRANCISCO	CM 5					SA	
0003072559	HSA- Remote	HSA	8x5		CCSF-HUMAN SERVICES 1650 MISSION	1650 MISSION ST	SAN FRANCISCO	CM 5					SA	
0003072571	HSA- Remote	HSA	8x5		CCSF-HUMAN SERVICES 1235 MISSION	1235 MISSION ST	SAN FRANCISCO	CM 5			Intuity		SA	
0003072584	HSA- Remote	HSA	8x5		CCSF-HUMAN SERVICES VALENCIA	2 GOUGH ST	SAN FRANCISCO	CM 5			Intuity		SA	
0003072596	HSA- Remote	HSA	8x5		CCSF - HSA CHILD SERVICES	3801 THIRD ST	SAN FRANCISCO	CM 5					SA	
0003072610	HSA- Remote	HSA	8x5		CCSF-HUMAN SERVICES OAKDALE	1800 OAKDALE AVE	SAN FRANCISCO	CM 5					SA	
0003089211	HSA- Remote	HSA	8x5		CCSF-HUMAN SERVICES HARRISON	1440 HARRISON ST	SAN FRANCISCO	CM 5					SA	
0003677208	HSA- Remote	HSA	8x5		CCSF-HUMAN SERVICES	3120 MISSION ST	SAN FRANCISCO	CM 5					SA	
0005125430	LH - Core	LH	24x7	Y	CCSF/LAGUNA HONDA HOSPITAL	375 LAGUNA HONDA BLVD	SAN FRANCISCO	CM 5					SA	
0003250033	LH - Remote	LH	8x5		CCSF-SUNSET MENTAL HEALTH	1990 41ST AVE	SAN FRANCISCO	CM 5					SA	
0005076250	LH - Remote	LH	24x7		CCSF/LAGUNA HONDA HOSPITAL	375 LAGUNA HONDA BLVD	SAN FRANCISCO	CM 5					SA	
0003205436	LH Remote	LH	24x7		CCSF-LAGUNA HONDA HOSPITAL	375 LAGUNA HONDA BLVD	SAN FRANCISCO	CM 5					SA	
0003223939	PUC- Remote 750 Phelps(future)	PUC - 750	24x7		CCSF-PUBLIC UTILITY COMM/BERM	3801 3RD STFL2	SAN FRANCISCO	CM7					SA	
0003291846	PUC - Remote 525 Golden Gate	PUC -525	24x7		CCSF-PUC NEWCOMB WATER	1990 NEWCOMB AVE	SAN FRANCISCO	CM 6			Intuity		SA	
0003291838	PUC - Remote 525 Golden Gate	PUC -525	24x7		CCSF-WATER MILLBRAE	1000 EL CAMINO REAL	MILLBRAE	CM 6					SA	
0003130828	PUC - Core	PUC -525	24x7	Y	CCSF-PUBLIC UTILITY COMMISSION	525 GOLDEN GATE AVE	SAN FRANCISCO	CM 6			AAM	1800	SA	
0005356671	PUC - Remote 525 Golden Gate	PUC -525	8x5		CCSF PUC TESLA	9000 W VERNALIS RD	TRACY	CM 5					SA	
0005113011	PUC- Remote 750 Phelps	PUC -750	24X7		CCSF OCEANSIDE WATER POLLUTION	3500 GREAT HIGHWAY	SAN FRANCISCO	CM 5					SA	
0005113106	PUC - Core - 750 Phelps	PUC -750	24X7		CCSF-PUC 750 PHELPS	750 PHELPS ST	SAN FRANCISCO	CM 5			Intuity LX	600	SA	
<i>Locations Billed Directy to Department</i>														
0002685764	MOSCONE	MOSCONE			CCSF-MOSCONE CENTER	747 HOWARD ST	SAN FRANCISCO	CM 6			AAM	1500	SA	
SITE ID	Standalone / Core / Remote?	DEPT	COVE RAGE	Set cover?	SITE NAME	ADDRESS	CITY	Version	TDM Ports	IP Ports	MSG	MBX	SA / Utility?	Monthly Service Price
0005027812	ISVN - Core	ISVN	24x7		CCSF-ONE SOUTH VAN NESS	1 S VAN NESS AVE	SAN FRANCISCO	CM 3	3192		Intuity M100	1801	Utility	
0005362515	CH - remote	CH	8x5		CCSF-MTA 1508 BANCROFT	1508 BANCROFT AVE	SAN FRANCISCO	CM 3		24			Utility	
0005380058	CH - remote	CH	8x5		CCSF-1155 MARKET	1115 MARKET ST FLRS 1 - 8	SAN FRANCISCO	CM 3					Utility	
0005398011	CH - remote	CH	8x5		CCSF-MTA - BAYSHORE	2650 BAYSHORE BLVD	DALY CITY	CM 3		196			Utility	
0002955317	DPH - SA	DPH	24x7		CCSF-GENERAL HOSPITAL	1001 POTRERO AVE	SAN FRANCISCO	CM 2		9728	Intuity M100	4232	Utility	
0002998064	DPH - SA	DPH	24x7		CCSF-MENTAL HEALTH / HOWARD	1380 HOWARD ST	SAN FRANCISCO	CM 2		1196	Intuity M40	1172	Utility	
0002998079	DPH - SA	DPH	8x5		CCSF-POPULTN HLTH MOSAIC PROJECT	1309 EVANS AVE	SAN FRANCISCO	G3V8		136			Utility	
0002998102	DPH - SA	DPH	8x5		CCSF-COMMUNITY HLTH POTRERO HILL	1050 WISCONSIN ST	SAN FRANCISCO	G3 V6		188			Utility	
0002998125	DPH - SA	DPH	8x5		CCSF-DPH/MENTAL HEALTH CHILD CRISIS	3801 3RD ST	SAN FRANCISCO	G3 V6		312			Utility	
0003022352	DPH - SA	DPH	8x5		CCSF-COMMUNITY HEALTH-NMSS	333 TURK ST	SAN FRANCISCO	G3 V6		284			Utility	
0003072919	DPH - SA	DPH	8X5		CCSF-SFGH-HEALTH CARE NETWORK	1525 SILVER AVE	SAN FRANCISCO	G3 V6		396			Utility	
0003073071	DPH - SA	DPH	8x5		CCSF-DPH OCEAN PARK	1351 24TH AVEFL2	SAN FRANCISCO	G3 V6		260			Utility	
0003073095	DPH - SA	DPH	8x5		CCSF-POPULTN HLTH PREV-GROVE	101 GROVE ST	SAN FRANCISCO	CM 2		940			Utility	
0003223109	DPH - SA	DPH	8x5		CCSF-POPULTN HLTH PREV HARRISON	760 HARRISON ST	SAN FRANCISCO	G3 V6		180			Utility	
0003250006	DPH - SA	DPH	8x5		CCSF-MENTAL HEALTH FORENSIC AID	798 BRANNAN ST	SAN FRANCISCO	CM 4		59			Utility	
0003250012	DPH - SA	DPH	8X5		CCSF-DPH MENTAL HEALTH CHINATOWN	729 FILBERT ST	SAN FRANCISCO	G3 V6		144			Utility	
0003250599	DPH - SA	DPH	8x5		CCSF-COMMUNITY HLTH CASTRO MISSION	3850 17TH ST	SAN FRANCISCO	CM 4		204			Utility	
0004486002	DPH - SA	DPH	8x5		CCSF-MENTAL HEALTH MISSION PLAZA	2712 MISSION ST	SAN FRANCISCO	G3 V9		212			Utility	
0004553771	DPH - SA	DPH	8x5		CCSF-COMMUNITY HEALTH SOUTHEAST CTR	2401 KEITH ST	SAN FRANCISCO	CM 1 G3		180			Utility	
0005073042	DPH - SA	DPH	8X5		CCSF - CMHS OMI	1701 OCEAN AVE	SAN FRANCISCO	G3		112			Utility	
0002982194	DPW - SA	DPW	8x5		CCSF-PUBLIX WORKS ENGINEERING	1680 MISSION ST	SAN FRANCISCO	CM 2		468	Intuity M5	229	Utility	

0003053518	DPW - SA	DPW	8X5		CCSF-MULTI TENANT ARCHITECTS	30 VAN NESS AVE	SAN FRANCISCO	CM 2	1532		Intuity M5	896	Utility	
0003223908	DPW - SA	DPW	24X7		CCSF-MULTI TENANT ARMY	2323 CESAR CHAVEZ	SAN FRANCISCO	G3 V6	544				Utility	
0003291839	PUC - SA	DPW	8x5		CCSF-PUC - WATER QUALITY	1657 ROLLINS ST	MILLBRAE	G3 V7	168				Utility	
0003079272	HOJ - SA	HOJ	24x7		CCSF-HALL OF JUSTICE	850 BRYANT ST	SAN FRANCISCO	G3V8	4740		Intuity	3499	Utility	
0003044630	HSA - SA	HSA	8x5		CCSF HSA HOMLESS	1360 MISSION ST	SAN FRANCISCO	G450					Utility	
0005071734	HSS - SA	HSS	8x5		CCSF - HSS	1145 MARKET ST 2ND FL	SAN FRANCISCO	CM 4	192		IA770	97	Utility	
0005376827	LH - Remote	LH	8x5		CCSF GOLDEN GATE CLINIC	230 GOLDEN GATE AVE	SAN FRANCISCO	G450					Utility	
0003248897	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY BAYVIEW	5075 3RD ST	SAN FRANCISCO	G3R R009	24				Utility	
0003248903	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY BERNAL HEIGHTS	500 CORTLAND AVE	SAN FRANCISCO	G3R R009	28				Utility	
SITE ID	Standalone / Core / Remote?	DEPT	COVE RAGE	Set cover?	SITE NAME	ADDRESS	CITY	Version	TDM Ports	IP Ports	MSG	MBX	SA / Utility?	Monthly Service Price
0003248910	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY CHINATOWN	1135 POWELL ST	SAN FRANCISCO	G3R R009	44				Utility	
0003248915	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY EUREKA VALLEY	3555 16TH ST	SAN FRANCISCO	G3R R009	24				Utility	
0003248922	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY EXCELSIOR	4400 MISSION ST	SAN FRANCISCO	G3R R009	24				Utility	
0003248928	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY MARINA	1890 CHESTNUT ST	SAN FRANCISCO	G3R R009	24				Utility	
0003248935	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY MERCED	155 WINSTON DR	SAN FRANCISCO	G3R R009	24				Utility	
0003248942	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY MISSION	300 BARTLETT ST	SAN FRANCISCO	G3R R009	28				Utility	
0003248947	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY NOE VALLEY	451 JERSEY ST	SAN FRANCISCO	G3R R009	24				Utility	
0003248954	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY NORTH BEACH	2000 MASON ST	SAN FRANCISCO	G3R R009	24				Utility	
0003248960	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY ORTEGA	3223 ORTEGA ST	SAN FRANCISCO	G3R R009	24				Utility	
0003248967	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY PARKSIDE	1200 TARAVAL ST	SAN FRANCISCO	G3R R009	24				Utility	
0003248971	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY PRESIDIO	3150 SACRAMENTO ST	SAN FRANCISCO	G3R R009	28				Utility	
0003248974	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY RICHMOND	351 9TH AVE	SAN FRANCISCO	G3R R009	28				Utility	
0003248979	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY WEST PORTAL	190 LENOX WAY	SAN FRANCISCO	G3R R009	24				Utility	
0003248988	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY ANZA	550 37TH AVE	SAN FRANCISCO	G3R R009	24				Utility	
0003248994	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY PARK	1833 PAGE ST	SAN FRANCISCO	G3R R009	24				Utility	
0004494194	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY OCEANVIEW	345 RANDOLPH ST	SAN FRANCISCO	G3R R009	32				Utility	
0004494924	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY INGLESIDE	1298 OCEAN AVE	SAN FRANCISCO	G3R R009	24				Utility	
0004511013	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY GOLDEN GATE VALLEY	1801 GREEN ST	SAN FRANCISCO	G3R R009	24				Utility	
0004511014	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY PORTOLA	2450 SAN BRUNO AVE	SAN FRANCISCO	G3R R009	24				Utility	
0004511015	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY POTRERO	1616 20TH ST	SAN FRANCISCO	G3R R009	28				Utility	
0004511016	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY VISITATION VALLEY	45 LELAND AVE	SAN FRANCISCO	G3R R009	24				Utility	
0004566070	LIB - Remote	LIBRARY	8x5		CCSF-LIBRARY 9TH ST	190 9TH ST	SAN FRANCISCO	G3R R009	12				Utility	
0005034672	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY SUNSET	1305 18TH AVE	SAN FRANCISCO	G3R R009	28				Utility	
0005063317	LIB - Remote	LIBRARY	8X5		CCSF-LIBRARY MISSION BAY	960 4TH ST	SAN FRANCISCO	G3R R009	24				Utility	
0003248984	LIB - Remote	LIBRARY	8X5		CCSF-WESTERN ADDITION	1550 SCOTT ST	SAN FRANCISCO	G3R R009	24				Utility	
0003072697	LIB - Core	LIBRARY	8x5		CCSF-LIBRARY MAIN	100 LARKIN ST	SAN FRANCISCO	G3R R009	83		Intuity M5	765	Utility	
5122188	LIB - Remote	LIBRARY	8x5		CCSF LIBRARY - GLEN PARK	2825 DIAMOND ST	SAN FRANCISCO	G3R R009	24				Utility	
0005113120	MTA - ISVN - Remote	MTA	24x7		CCSF MUNI METRO EAST	601 25TH STREET	SAN FRANCISCO	CM 3	21				Utility	
0003044741	MTA - SA	MTA	24x7		CCSF-MTA-PRESIDIO	949 PRESIDIO AVE	SAN FRANCISCO	G3 V7	77				Utility	
0003053111	MTA - SA	MTA	24x7		CCSF-MTA-WOODS	1095 INDIANA ST	SAN FRANCISCO	G3 V7	29				Utility	
0003053191	MTA - SA	MTA	24x7		CCSF-MTA-GENEVA	425 GENEVA AVE	SAN FRANCISCO	G3 V7	29				Utility	
0003063326	MTA - SA	MTA	24x7		CCSF-MTA-LENOX	131 LENOX WAY	SAN FRANCISCO	CM 2	31				Utility	
0003176955	MTA - SA	MTA	24x7		CCSF-MTA-PENNSYLVANIA	700 PENNSYLVANIA AVE	SAN FRANCISCO	G3V8	24				Utility	
0003110244	CH - Core	OTHER	24x7		CCSF-CITY HALL	1 CARLTON B GOODLETT PL	SAN FRANCISCO	CM 3	26	718	Intuity M100	3730	Utility	
0005086159	CPC - SA	OTHER	8x5		CCSF/CITY PLANNING TM	1650 MISSION STFL5	SAN FRANCISCO	CM 4	41			800	Utility	
0003125122	DBI - SA	OTHER	24x7		CCSF-BUILDING INSPECTION	1660 MISSION STFL6	SAN FRANCISCO	CM 1 G3	11		Intuity LX		Utility	
0005090902	DPA - SA S8300	OTHER	24x7		CCSF DEPARTMENT OF POLICE ACCOUNTABILITY	25 VAN NESS STE 600	SAN FRANCISCO	CM 4	10				Utility	
0002933681	JPD - SA	OTHER	8x5		CCSF-JUVENILE COURT WOODSIDE	375 WOODSIDE AVE	SAN FRANCISCO	CM 4	84		Intuity LX		Utility	
0003106428	SA	OTHER	8x5		CCSF-DISTRICT ATTY-CONSUMER FRAUD	732 BRANNAN ST	SAN FRANCISCO	G3 V6	28		Intuity M5	116	Utility	
0003668334	SA	OTHER	8X5		CCSF-CITY ATTORNEY / FOX PLAZA	1390 MARKET ST	SAN FRANCISCO	G3 V9	48				Utility	
0003223947	SA	OTHER	8x5		CCSF-MULTI TENANT	25 VAN NESS AVE	SAN FRANCISCO	CM 2	98		Intuity LX		Utility	
0003079383	PD-SA	PD	24X7		CCSF-POLICE RICHMOND	461 6TH AVE	SAN FRANCISCO	G3 V9	17				Utility	
0003079399	PD-SA	PD	24x7		CCSF-POLICE INGLESIDE	1 SGT JOHN V YOUNG LN	SAN FRANCISCO	G3 V9	17				Utility	
0003079736	PD-SA	PD	24x7		CCSF-POLICE NORTHERN	1125 FILLMORE ST	SAN FRANCISCO	G3V8	15				Utility	
0003079841	PD-SA	PD	24x7		CCSF-POLICE HUNTERS POINT	HUNTER'S POINT, BLDG 606	SAN FRANCISCO	G3 V6	28				Utility	
0003110393	PD-SA	PD	24X7		CCSF-POLICE-TAC	1700 17TH ST	SAN FRANCISCO	CM 2	33				Utility	
0003152353	PD-SA	PD	24x7		CCSF-TENDERLOIN	301 EDDY ST	SAN FRANCISCO	G3V8	15				Utility	
0003152428	PD-SA	PD	24x7		CCSF-CENTRAL	766 VALLEJO ST	SAN FRANCISCO	G3V8	13				Utility	

0005002918	PUC - SA	PUC	8x5	PUC POWER ENTERPRISE	651 BRYANT ST	SAN FRANCISCO	CM 2	11				Utility
0002728896	PUC - SA	PUC	24x7	CCSF-DTIS/HTRACY WTR TRMNT PLT PBX	2901 CRYSTAL SPRINGS RD	SAN BRUNO	CM 2	24				Utility
0003223925	PUC - SA	PUC	24x7	CCSF-PUBLIC UTILITY COMM/WPCD	140 BAY ST	SAN FRANCISCO	CM 3	14	Intuity			Utility
0003145822	SFFD - Remote - Evans	SFFD	8x5	CCSF-FIRE BUREAU OF EQUIPMENT	2501 25TH ST	SAN FRANCISCO	Remote (Cajun)					Utility
0003146041	SFFD - SA	SFFD	24x7	CCSF-FIRE HEADQUARTERS	698 2ND ST	SAN FRANCISCO	CM 2	34				Utility
0003789613	SFFD - SA	SFFD	24x7	CCSF-FIRE ARSON UNIT	1415 EVANS AVE	SAN FRANCISCO	G3 V9	19				Utility
0003793387	SFFD - SA	SFFD	8x5	CCSF-FIRE DOT TRAINING DIVISION	2310 FOLSOM ST	SAN FRANCISCO	G3 V9	10				Utility
0004565782	SFFD - SA	SFFD	8x5	CCSF - SFFD TRAINING	600 AVENUE M	SAN FRANCISCO	CM 1	12				Utility
0003009960	Sher- SA	SHER	24x7	CCSF-SAN BRUNO JAIL	1 MORELAND DR	SAN BRUNO	CM 1	38	Intuity M5	160		Utility
0003079908	Sher- SA	SHER	24 x 7	CCSF-SHERIFF SWAP	70 OAK GROVE ST	SAN FRANCISCO	G3V8	12				Utility
0004541568	Sher- SA	SHER	8x5	CCSF-SHERIFF FOLSOM	1740 FOLSOM ST	SAN FRANCISCO	CM 1	17				Utility
Total Monthly Price												

Table B-4: Key Systems Equipment Inventory

SITE ID	Number	SITE NAME	ADDRESS	CITY	GROUP	Switch Type
0002729319	2729319	CCSF-CONSUMER ASSURANCE	501 CESAR CHAVEZ	SAN	KEY	Partner
0002729962	2729962	CCSF-GERIATRIC CLINIC	3901 MISSION ST	SAN	KEY	Merlin Magix
0002952161	2952161	CCSF-REC & PARK-TNDRLN CHLDRN	570 ELLIS ST	SAN	KEY	Partner
0003009824	3009824	CCSF-JUVENILE COURT/LOG CABIN RANCH	ALPINE RD	LA HONDA	KEY	Merlin Magix
0003044753	3044753	CCSF-MUNI RAILWAY/CABLE CAR BARN	1201 MASON ST	SAN	KEY	Merlin
0003044785	3044785	CCSF-MUNI RAILWAY/FIELD SUPPORT	2301 STOCKTON ST	SAN	KEY	Merlin
0003044813	3044813	CCSF-MUNI RAILWAY/MAINT YARD	1399 MARIN ST	SAN	KEY	Merlin Legend
0003053123	3053123	CCSF-MUNI RAILWAY/METRO	2301 SAN JOSE AVE	SAN	KEY	Merlin
0003053136	3053136	CCSF-MUNI RAILWAY/STRUCTURES	1301 ARMY ST	SAN	KEY	Merlin
0003053178	3053178	CCSF-MUNICIPAL RAILWAY	1001 22ND ST	SAN	KEY	Merlin
0003079343	3079343	CCSF-POLICE COMMAND VAN	850 BRYANT ST RM 500	SAN	KEY	Merlin
0003148740	3148740	CCSF-REC AND PARK/RANDALL JR	199 MUSEUM WAY	SAN	KEY	PARTNER
0003176878	3176878	CCSF-MUNI RAILWAY EMBARCADERO	215 MARKET ST	SAN	KEY	Spirit
0003176888	3176888	CCSF-MUNI RAILWAY MONTGOMERY	598 MARKET ST	SAN	KEY	Spirit
0003176897	3176897	CCSF-MUNI RAILWAY POWELL	899 MARKET ST	SAN	KEY	Spirit
0003176907	3176907	CCSF-MUNI RAILWAY CIVIC STATION	1159 MARKET ST	SAN	KEY	Spirit
0003176915	3176915	CCSF-MUNI RAILWAY VAN NESS	1498 MARKET ST	SAN	KEY	Spirit
0003176921	3176921	CCSF-MUNI RAILWAY CHURCH STATION	2101 MARKET ST	SAN	KEY	Spirit
0003176931	3176931	CCSF-MUNI RAILWAY CASTRO STATION	2400 MARKET ST	SAN	KEY	Spirit
0003176941	3176941	CCSF-MUNI RAILWAY FOREST HILLS	270 LAGUNA HONDA	SAN	KEY	Spirit
0003176946	3176946	CCSF-MUNI RAILWAY WEST PORTAL	1 W PORTAL AVE	SAN	KEY	Spirit
0003249992	3249992	CCSF-CMHS	759 S VAN NESS AVE	SAN	KEY	merlin
0003250028	3250028	CCSF-MNTL HLTH CHINATOWN	720 SACRAMENTO ST	SAN	KEY	Merlin Legend
0003250582	3250582	CCSF-COMMUNITY HLTH PREVENTION	973 MARKET ST STE 200	SAN	KEY	PARTNER
0003250610	3250610	CCSF-STD CONTROL SERVICES	356 7TH ST	SAN	KEY	Merlin Legend
0003250620	3250620	CCSF-COLE YOUTH CLINIC PREV SERV	555 COLE ST	SAN	KEY	Partner
0003251045	3251045	CCSF-RAPE TREATMENT CENTER	2727 MARIPOSA ST	SAN	KEY	Merlin Magix
0003260839	3260839	CCSF-PUBLIC UTLTY SAN ANTONIO PUMP	5555 CALVARES RD	SUNOL	KEY	Merlin
0003674873	3674873	CCSF-POPULTN HLTH PREV - CSAS	1625 CARROLL AVE	SAN	KEY	Merlin 410
0004538731	4538731	CCSF - MTA	501 CESAR CHAVEZ	SAN	KEY	Merlin Magix
0005031127	5031127	CCSF - TOPS CLINIC	1060 HOWARD ST 3RD FL	SAN	KEY	Merlin Magix
0005048920	5048920	CCSF - MENTAL HEALTH CHILD THERAPY	100 BLANKEN AVE	SAN	KEY	Merlin Magix
0005048922	5048922	CCSF - EMERGENCY MEDICAL SERVICES	68 TWELFTH ST	SAN	KEY	MERLIN

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 # 44891 - 18/19)

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

Type of Service: Avaya Voice Network Management

Funding Source: General Funds

PSC Original Approved Amount: \$9,900,000 PSC Original Approved Duration: 01/01/19 - 12/31/23 (5 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 12/31/23-04/30/24 (17 weeks 1 day)

PSC Cumulative Amount Proposed: \$9,900,000 PSC Cumulative Duration Proposed: 5 years 17 weeks

1. Description of Work

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

Contractor will provide services to monitor and administer Avaya telephone Switches and telecom used by all City departments. These 24x7 services include: 1. Monitor and respond to alarms and resolve failures in a timely manner in accordance with Service Level Agreement. 2. Regularly install the most current released software versions and patches for all covered equipment. 3. Maintain accurate equipment records, routing guides (runbooks), and network maps that are updated after all system migrations, upgrades, relocations, redeployments, and disconnections. 4. Reduce active port counts as certain City departments migrate away from their legacy Avaya infrastructure.

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

This service is necessary to ensure reliable telephone services with properly operating equipment to conduct business throughout City government. Not having an existing contract in place for this service would jeopardize the City's ability to protect and maintain the City's voice network by providing efficient and organized network design and administration.

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 44891 - 18/19

D. Will the contract(s) be renewed?

Yes, the contract will likely be renewed, but for a significantly smaller amount, because we are in the process of decommissioning much of this legacy Avaya Telecom Equipment and transitioning to a modern Voice over IP (VoIP) solution.

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:

No

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:

Services are needed only when equipment does not work. Equipment is proprietary to the manufacturer and requires manufacturer to resolve problems and maintain.

B. Reason for the request for modification:

The modification extends the term for only four additional months from 12/31/23 to 4/30/24.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expert knowledge of the Avaya Telecom Equipment and software that are part of the City's telecommunications network. Avaya will not become a City-approved supplier, and they require partners maintain an Avaya Diamond Level Partnership to have access to the latest software updates that are required to maintain our equipment.

B. Which, if any, civil service class(es) normally perform(s) this work? 7132, Telecommunication Supervisor; 7275, Telecommunications Tech Supv;

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 cannot perform this work due to the proprietary nature of the equipment, and problem resolution can only be performed by the manufacturer, or an Avaya Diamond Partner.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, due to the proprietary nature of the equipment and maintenance

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
None

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.
This request is to extend the approval for another four months.

7. **Union Notification:** On 06/04/21, the Department notified the following employee organizations of this PSC/RFP request:
Electrical Workers, Local 6; 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: 1 South Van Ness Ave, 2nd Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44891 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 06/15/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS

Dept. Code: TIS

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

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

Type of Service: Avaya Voice Network Management

Funding Source: General Funds

PSC Amount: \$9,900,000

PSC Est. Start Date: 01/01/2019

PSC Est. End Date 12/31/2023

1. Description of Work

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

Contractor will provide services to monitor and administer Avaya telephone Switches and telecom used by all City departments. These 24x7 services include: 1. Monitor and respond to alarms and resolve failures in a timely manner in accordance with Service Level Agreement. 2. Regularly install the most current released software versions and patches for all covered equipment. 3. Maintain accurate equipment records, routing guides (runbooks), and network maps that are updated after all system migrations, upgrades, relocations, redeployments, and disconnections. 4. Reduce active port counts as certain City departments migrate away from their legacy Avaya infrastructure.

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

This service is necessary to ensure reliable telephone services with properly operating equipment to conduct business throughout City government. Not having an existing contract in place for this service would jeopardize the City's ability to protect and maintain the City's voice network by providing efficient and organized network design and administration.

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.

Service was previously provided under PSC 4108 12/13, and is currently provided through the Technology Marketplace. PSC 47184-16/17 was approved for this contract on 6/5/2017, but we were unable to execute the contract within one year of this approval. We were unable to execute the contract within one year, because the initial RFP received low quality bid. We rewrote the RFP and recruited additional bidders, and we are now in contract negotiations with the winner of the RFP.

D. Will the contract(s) be renewed?

Yes, the contract will likely be renewed, but for a significantly smaller amount, because we are in the process of decommissioning much of this legacy Avaya Telecom Equipment and transitioning to a modern Voice over IP (VoIP) solution.

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:

Services are needed only when equipment does not work. Equipment is proprietary to the manufacturer and requires manufacturer to resolve problems and maintain.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expert knowledge of the Avaya Telecom Equipment and software that are part of the City's telecommunications network. Avaya will not become a City-approved supplier, and they require partners maintain an Avaya Diamond Level Partnership to have access to the latest software updates that are required to maintain our equipment.

B. Which, if any, civil service class(es) normally perform(s) this work? 7132, Telecommunication Supervisor; 7275, Telecommunications Tech Supv;

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?

Department has not made effort to obtain these services due to the specialized nature of the work that requires either the manufacturer, Avaya, or an Avaya Diamond Partner to provide support and problem maintenance for their proprietary equipment. We are also planning to retire much of this equipment over the life of this contract, so there will be less need for these services.

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 cannot perform this work due to the proprietary nature of the equipment, and problem resolution can only be performed by the manufacturer, or an Avaya Diamond Partner.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, due to the proprietary nature of the equipment and maintenance

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No.

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 10/26/2018, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Electrical Workers, Local 6

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

Name: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

Address: 1 South Van Ness Ave, 2nd Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44891 - 18/19

DHR Analysis/Recommendation:

action date: 12/03/2018

Commission Approval Required

Approved by Civil Service Commission

12/03/2018 DHR Approved for 12/03/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: As needed, Temporary, Supplemental and Accredited Cancer Registry Personnel services

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$500,000

1. Description of Work

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

As needed, temporary, supplemental and accredited cancer registry personnel services for the Health Information Management System (HIMS) department of San Francisco Health Network which includes Zuckerberg San Francisco General Hospital (ZSFGH) and Laguna Honda Hospital (LHH). This service assists current staff to manage and maintain the Cancer Registry for abstracting cancer cases as required by Federal and State laws, meet standards of the Joint Commission and American College of Surgeons, conduct case finding and studies, and maintain documentation for the tumor board. The service is needed to meet unanticipated workload peaks in demand and whenever accredited staff is unavailable.

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

The Department of Public Health (DPH) is anticipating vacancies due to retirements in the current job class that performs this specialized and accredited work. The requested services will support Civil Service staff for cancer registry. These staff are critical to DPH's provision of medical health services. This service is necessary in order to meet hospital accreditation and licensing requirements for the Cancer Registrar. Denial of registry personnel assistance will jeopardize the accreditation and licensing of ZSFGH, LHH and their medical staff.

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.

D. Will the contract(s) be renewed?

Only if staffing vacancies are not filled 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.

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

B. Explain the qualifying circumstances:

The Department of Public Health (DPH) is anticipating vacancies due to retirements in the current job class that performs this specialized and accredited work.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Ability to provide abstracting, case finding, and maintain documentation for the tumor board that meets or exceeds performance standards. Certification as a Tumor Registrar (CTR) with equivalent experience and training.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2112, Medical Records Technician; 2114, Medical Records Tech Sprv;
- 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?

DPH staff have discussed the need for accredited staff to complete this work. Training and succession planning will continue with an emphasis on creating opportunities for existing Civil Service positions to acquire the needed skills to become an accredited cancer registry cancer professional.

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

- A. Explain why civil service classes are not applicable.
Existing civil service classes exist that can perform these tasks but assistance is required on an as needed basis to support existing Civil Service staff during anticipated and unanticipated vacancies.
- 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 classes exist that can perform these tasks but assistance is required on an as needed basis to support existing Civil Service staff during anticipated and unanticipated vacancies.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. Yes. The Contractor will provide expertise and specific training to City HIMS professionals (Civil Service Class 2112) and other applicable managers (Civil Service Class 2114) as needed to ensure City Staff is able to efficiently and correctly operate the Cancer Registrar according to Federal and State Regulations.
- 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. Yes. United Audit and Coding services who provide Health Information Management Systems support for Medical Coding.

7. Union Notification: On 08/23/2023, 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42280 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 42280 - 23/24

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Wed 8/23/2023 2:15 PM

To:Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;max.porter@seiu1021.org <max.porter@seiu1021.org>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;sarah.wilson@seiu1021.org <sarah.wilson@seiu1021.org>;Sandeep.lal@seiu1021.me <Sandeep.lal@seiu1021.me>;leah.berlanga@seiu1021.org <leah.berlanga@seiu1021.org>;SF-DHR-Info@seiu1021.org <SF-DHR-Info@seiu1021.org>;Najuawanda Daniels <najuawanda.daniels@seiu1021.org>;Jason Klumb <Jason.Klumb@seiu1021.org>;Frigault, Noah (HRC) <noah.frigault@sfgov.org>;Julie.Meyers@sfgov.org <Julie.Meyers@sfgov.org>;Thomas Vitale <thomas.vitale@seiu1021.org>;Ricardo.lopez@sfgov.org <Ricardo.lopez@sfgov.org>;Kbasconcillo@sfgwater.org <Kbasconcillo@sfgwater.org>;pcamarillo_seiu@sbcglobal.net <pcamarillo_seiu@sbcglobal.net>;Wendy Frigillana <wendy.frigillana@seiu1021.org>;pscreview@seiu1021.org <pscreview@seiu1021.org>;ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>;davidmkersten@gmail.com <davidmkersten@gmail.com>;XiuMin Li <xiumin.li@seiu1021.org>

RECEIPT for Union Notification for PSC 42280 - 23/24 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 42280 - 23/24 for \$500,000 for Initial Request services for the period 12/01/2023 – 11/30/2027. 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/21074> 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)



City and County of San Francisco
London N. Breed, Mayor

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

DATE: October 30, 2023
TO: Suzanne Choi, DHR PSC Coordinator
FROM: Kelly Hiramoto, Acting PSC Coordinator, Department of Public Health *Kelly Hiramoto*
RE: PSC 42280-23/24 As Needed, Temporary, Supplemental and Accredited Cancer Registry Personnel Services

We submitted PSC 42280-23/24 on August 23, 2024. On August 24, 2023, DPH received an email from SEIU objecting to the PSC. The SEIU Union Notification period for PSC 42280-23/24 ended October 23, 2024.

DPH HR and the Program Managers are communicating with SEIU but we have not yet received a formal waiver to objections from SEIU. We anticipate this will get resolved before the November 20, 2023 Civil Service Commission meeting so would like to keep the PSC on the agenda. However, if for some reason obtaining SEIU objection waiver is delayed, we will request Civil Service Commission Executive Director Eng to postpone to the December 4, 2023 Civil Service Commission meeting before the PSC posting deadline of November 9, 2023.

This PSC provides services to cancer patients, and it is vital to patient care that the services continue uninterrupted. We are motivated to get resolution with SEIU as quickly as possible.

The Department continues to work closely with DPH HR to resolve creating a special condition to require specialty certification to accompany the job requisitions. This will support appropriate recruitment, hiring and retention to minimize registry use.

We appreciate your time and consideration. Please let us know if you need further information. I can be reached at kelly.hiramoto@sfdph.org.

cc: Robert Longhitano, Director, DPH Office of Contract Management & Compliance

Attachments:

- Email from SEIU objecting to the PSC
- PSC request
- Union notification

RE: Receipt of Notice for new PCS over \$100K PSC # 42280 - 23/24

Claude Joseph <Claude.Joseph@seiu1021.org>

Thu 8/24/2023 5:21 PM

To:Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;Max Porter <max.porter@seiu1021.org>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;sarah.wilson@seiu1021.org <sarah.wilson@seiu1021.org>;Sandeep.lal@seiu1021.me <Sandeep.lal@seiu1021.me>;leah.berlanga@seiu1021.org <leah.berlanga@seiu1021.org>;DHR Info <SF-DHR-Info@seiu1021.org>;Najuawanda Daniels <najuawanda.daniels@seiu1021.org>;Boyan Biandov-Global Admin <boyan.biandov.global@seiu1021.onmicrosoft.com>;Frigault, Noah (HRC) <noah.frigault@sfgov.org>;Julie Meyers <julie.meyers@sfgov.org>;Thomas Vitale <thomas.vitale@seiu1021.org>;Ricardo.lopez@sfgov.org <Ricardo.lopez@sfgov.org>;kbasconcillo@sfgwater.org <kbasconcillo@sfgwater.org>;pcamarillo_seiu@sbcglobal.net <pcamarillo_seiu@sbcglobal.net>;Wendy Frigillana <wendy.frigillana@seiu1021.org>;PSCreview <PSCreview@seiu1021.org>;ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>;davidmkersten@gmail.com <davidmkersten@gmail.com>;XiuMin Li <xiumin.li@seiu1021.org> Cc:Williams, Ramon (DPH) <ramon.williams@sfdph.org>;Kim, Luenna (DPH) <luenna.kim@sfdph.org>

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

Hey Ramon,

Please provide us with your availability so we can schedule a meet and confer over this PSC request. Looking forward.

Thanks

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of kelly.hiramoto@sfdph.org

Sent: Wednesday, August 23, 2023 2:07 PM

To: kelly.hiramoto@sfdph.org; Max Porter <max.porter@seiu1021.org>; junko.laxamana@sfgov.org; Sarah Wilson <Sarah.Wilson@seiu1021.org>; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; DHR Info <SF-DHR-Info@seiu1021.org>; Najuawanda Daniels <Najuawanda.Daniels@seiu1021.org>; Boyan Biandov-Global Admin <boyan.biandov.global@seiu1021.onmicrosoft.com>; noah.frigault@sfgov.org; Julie Meyers <julie.meyers@sfgov.org>; Thomas Vitale <Thomas.Vitale@seiu1021.org>; Ricardo.lopez@sfgov.org; kbasconcillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana <wendy.frigillana@seiu1021.org>; PSCreview <PSCreview@seiu1021.org>; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li <XiuMin.Li@seiu1021.org>; Sin.Yee.Poon@sfgov.org; David Canham <david.canham@seiu1021.org>; jtanner940@aol.com; muki.lokung@sfdph.org; dhr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 42280 - 23/24

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.

RECEIPT for Union Notification for PSC 42280 - 23/24 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 42280 - 23/24

for \$500,000 for Initial Request services for the period 12/01/2023 - 11/30/2027. 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/21074> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 43332 - 16/17)

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

Type of Service: Project Management Support Services & Design Build for International Terminal Refresh Project

Funding Source: Airport Capital Funds

PSC Original Approved Amount: \$380,000,000 PSC Original Approved Duration: 05/17/17 - 05/01/22 (4 years 50 weeks)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 05/01/22-10/15/24 (2 years 24 weeks)

PSC Mod#2 Amount: \$40,000,000 PSC Mod#2 Duration: 10/15/24-12/31/26 (2 years 11 weeks)

PSC Cumulative Amount Proposed: \$420,000,000 PSC Cumulative Duration Proposed: 9 years 32 weeks

1. Description of Work

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

Project Management Support Services (PMSS) and Design Build (DB) teams will manage and complete the design and construction of the International Terminal Building (ITB) Refresh Project at the San Francisco International Airport (Airport). Services include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. This project includes renovation of the International Terminal to improve passenger processing, design and construction of modifications to the arrivals and departures levels, including upgrades to the security screening checkpoints, Federal Inspection Service Area, security and access control systems and equipment, Customs and Borders Protection (CBP) support areas, and various utility and support infrastructure upgrades. Of the PSC Amount requested, construction costs will account for an estimated \$322,000,000.

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

With significant international passenger growth and continued forecasted growth over the long term, as well as a goal to increase efficiencies to passenger processing, the Airport will upgrade and refresh the existing ITB. Changes in Federal security standards, technology advances in passenger processing, & significant airline growth in the international market require upgrading of the existing facility. Denial will result in project delays, and loss of potential long-term business for international carriers & revenue from planned concession expansions. Delays may decrease the level of service to passengers who face long processing times. Additionally, denial would cause delays to follow-on projects, impacting the long term development plan for the western half of the Airport.

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

PSC 43332-16/17

D. Will the contract(s) be renewed?

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

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

Need to align with the revised new end date of the contracts since the project was put on hold during the pandemic.

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:

Services are directly related to the ITB Refresh Project, a short-term capital project that requires expertise in airport terminal design and management. Specifically, knowledge in baggage handling system, TSA and CBP requirements and passenger processing security, fuel hydrant systems, aircraft systems and operations, airport planning, and integration of airline operations and construction management are necessary.

- B. Reason for the request for modification:
Need to add time and money to the contracts.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: PMSS and DB teams with airport terminal design and management expertise are required. Project architectural, engineering, planning, programming and construction administration skills with direct and current experience related to airport terminal development, baggage handling systems, design management, integration of airline business requirements, and project and construction management are required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5218, Structural Engineer; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5362, Engineering Assistant; 5364, Engineering Associate 1; 5366, Engineering Associate 2; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide construction equipment to build the project and will also provide construction office space for the project team.

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.
Existing classes do not have the required expertise and specialized skills necessary for the development, project and construction management of a large-scale airport terminal redevelopment project. Airport systems & airline operations knowledge in baggage handling system, Transportation Security Administration (TSA) and CBP requirements and passenger processing security, fuel hydrant systems, aircraft systems and operations, airport planning, and integration of airline operations and construction management are necessary.
- 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 an Airport terminal redevelopment project of this scope and scale does not occur frequently enough to justify permanent staffing. Once the project is completed, specialized services will not be required.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No as redevelopment projects of this scope do not occur frequently.
- 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.
ITB Refresh JV, McCarty Building Co, and AGS.

7. **Union Notification:** On 10/10/23, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

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

Address: PO Box 8097, San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43332 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Cynthia Avakian (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
Sent: Tuesday, October 10, 2023 5:24 PM
To: Cynthia Avakian (AIR); kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 43332 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$40,000,000 for services for the period October 15, 2024 – December 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/17619>

Email sent to the following addresses: L21PSCReview@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com ewallace@ifpte21.org dho@ifpte21.org mweirick@ifpte21.org jharding@ifpte21.org kdavis@ifpte21.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request: Initial Modification of an existing PSC (PSC # 43332 - 16/17)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Project Management Support Services & Design Build for International Terminal Refresh ProjectFunding Source: Airport Capital FundsPSC Original Approved Amount: \$380,000,000PSC Original Approved Duration: 05/17/17 - 05/01/22 (4 years 50 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 05/01/22-10/15/24 (2 years 24 weeks)PSC Cumulative Amount Proposed: \$380,000,000PSC Cumulative Duration Proposed: 7 years 21 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Project Management Support Services (PMSS) and Design Build (DB) teams will manage and complete the design and construction of the International Terminal Building (ITB) Refresh Project at the San Francisco International Airport (Airport). Services include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. This project includes renovation of the International Terminal to improve passenger processing, design and construction of modifications to the arrivals and departures levels, including upgrades to the security screening checkpoints, Federal Inspection Service Area, security and access control systems and equipment, Customs and Borders Protection (CBP) support areas, and various utility and support infrastructure upgrades. Of the PSC Amount requested, construction costs will account for an estimated \$322,000,000.

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

With significant international passenger growth and continued forecasted growth over the long term, as well as a goal to increase efficiencies to passenger processing, the Airport will upgrade and refresh the existing ITB. Changes in Federal security standards, technology advances in passenger processing, & significant airline growth in the international market require upgrading of the existing facility. Denial will result in project delays, and loss of potential long-term business for international carriers & revenue from planned concession expansions. Delays may decrease the level of service to passengers who face long processing times. Additionally, denial would cause delays to follow-on projects, impacting the long term development plan for the western half of the Airport.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
PSC 43332-16/17**D. Will the contract(s) be renewed?**

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

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
Need to align with the new end date of the contracts since the project was put on hold during the pandemic.

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:

Services are directly related to the ITB Refresh Project, a short-term capital project that requires expertise in airport terminal design and management. Specifically, knowledge in baggage handling system, TSA and CBP requirements and passenger processing security, fuel hydrant systems, aircraft systems and operations, airport planning, and integration of airline operations and construction management are necessary.

- B. Reason for the request for modification:

Need to extend for time because the project was put on hold during the pandemic.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: PMSS and DB teams with airport terminal design and management expertise are required. Project architectural, engineering, planning, programming and construction administration skills with direct and current experience related to airport terminal development, baggage handling systems, design management, integration of airline business requirements, and project and construction management are required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5218, Structural Engineer; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5362, Engineering Assistant; 5364, Engineering Associate 1; 5366, Engineering Associate 2; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide construction equipment to build the project and will also provide construction office space for the project team.

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.
Existing classes do not have the required expertise and specialized skills necessary for the development, project and construction management of a large-scale airport terminal redevelopment project. Airport systems & airline operations knowledge in baggage handling system, Transportation Security Administration (TSA) and CBP requirements and passenger

processing security, fuel hydrant systems, aircraft systems and operations, airport planning, and integration of airline operations and construction management are necessary.

- 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 an Airport terminal redevelopment project of this scope and scale does not occur frequently enough to justify permanent staffing. Once the project is completed, specialized services will not be required.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No as redevelopment projects of this scope do not occur frequently.
- 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.
ITB Refresh JV, McCarty Building Co, and AGS.

7. Union Notification: On 12/03/21, 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: PO Box 8097, San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43332 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/13/2021



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent Via Electronic Mail

GINA M. ROCCANOVA
PRESIDENT

May 19, 2017

KATE FAVETTI
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

DOUGLAS S. CHAN
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 45852-16/17; 43332-16/17; 42309-16/17; 49918-16/17; 40660-16/17; 45567-16/17; 49345-16/17; 48159-16/17; 49883-16/17; AND 34385-16/17.

F. X. CROWLEY
COMMISSIONER

SCOTT R. HELDFOND
COMMISSIONER

At its meeting on May 15, 2017 the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report and approved the request for all 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.

MICHAEL L. BROWN
EXECUTIVE OFFICER

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: Cynthia Avakian, Airport
Lavena Holmes, Port
William Lee, Department of Emergency Management
Diane Lim, Adult Probation
Joan Lubamersky, General Services Agency
Jacquie Fong, Contract of Administration
Ben Rosenfield, Controller's Office
Commission File
Chron

POSTING FOR

May 15, 2017

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

Commission Hearing Date

2017-05-15

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
45852 - 16/17	AIRPORT COMMISSION	\$6,000,000.00	The San Francisco International Airport ("Airport") requires consulting services for: air traffic forecasting; finance, market, hotel and economic analysis; maximization of federal assistance programs; negotiation of lease and use agreements; utilization of passenger facility charges (PFCs); assessment of Airport parking, air cargo, and airline passenger rates and charges; bond feasibility reports; Airport economic impact studies; assessment of advanced technologies to improve safety and landing capacity; development of new airline routes; and general financial and capital planning.	June 1, 2017	June 30, 2025	REGULAR
43332 - 16/17	AIRPORT COMMISSION	\$380,000,000.00	Project Management Support Services (PMSS) and Design Build (DB) teams will manage and complete the design and construction of the International Terminal Building (ITB) Refresh Project at the San Francisco International Airport (Airport). Services include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. This project includes renovation of the International Terminal to improve passenger processing, design and construction of modifications to the arrivals and departures levels, including upgrades to the security screening checkpoints, Federal Inspection Service Area, security and access control systems and equipment, Customs and Borders Protection (CBP) support areas, and various utility and support infrastructure upgrades. Of the PSC Amount requested, construction costs will account for an estimated \$322,000,000.	May 17, 2017	May 1, 2022	REGULAR
42309 - 16/17	ADULT PROBATION	\$16,000,000.00	This proposed PSC will give APD authority to continue the operations of the CASC, a one-stop reentry center that provides behavioral health case management, and a range of reentry services to high risk/high need individuals who are: 1) involved in the criminal justice system, 2) under the supervision of APD, and/or 3) that may be at great risk of becoming involved with the criminal justice system. A variety of evidence-based, individualized and group services are currently provided at the CASC. Services and programing are guided and informed by the National Institute of Corrections eight evidence-based principles for effective interventions in community corrections. The services are both by appointment and on a drop-in basis and are all considered specialized reentry services (services that support individuals in their reintegration to community after a period of incarceration). Services offered include but are not limited to case management, behavioral health assessment/referrals, substance abuse education, cognitive behavioral interventions, group and individual therapy, vocational assessment and employment training/placement, remedial and basic education and connection to opportunities for higher education, assessment for government benefits, parenting and family strengthening support/advice and housing referrals and navigation assistance.	July 1, 2017	June 30, 2022	REGULAR
49918 - 16/17	GENERAL SERVICES	\$7,500,000.00	Contractor will provide a comprehensive structural Integrated Pest Management (IPM) program to be implemented City wide at various City facilities in order to achieve long-term, cost effective, and environmentally	July 1, 2017	June 30, 2022	REGULAR

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 46791 - 19/20)

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

Type of Service: Telephone Answering Services

Funding Source: General Fund

PSC Original Approved Amount: \$99,000 PSC Original Approved Duration: 01/01/20 - 06/30/20 (25 weeks 5 days)

PSC Mod#1 Amount: \$500,000 PSC Mod#1 Duration: 07/01/20-06/30/25 (5 years 1 day)

PSC Mod#2 Amount: \$200,000 PSC Mod#2 Duration: 01/01/24-06/30/30 (5 years 1 day)

PSC Cumulative Amount Proposed: \$799,000 PSC Cumulative Duration Proposed: 10 years 26 weeks

1. Description of Work

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

Contractor will provide multi-lingual telephone answering services for several programs within the Department of Public Health, including the Behavioral Health Services, Communicable Disease Control and Prevention, Environmental Health Bureau, Health at Home, Laguna Honda Hospital, Primary Care, and Zuckerberg San Francisco General Hospital.

Services include hearing impaired, telecommunications device for the deaf (TDD) services/ equipment and sufficient staff to handle calls with computerized system to record call times with details, while maintaining records of information for monthly reports for volume and call statistics.

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

The services are necessary to provide a way for patients and clients to access physicians/medical staff and other Department staff in order to provide rapid responses to ensure quality patient care, and to comply with applicable State regulations for responses within 30 minutes. The services must be provided in the many languages spoken by Department patients and clients. Consequence of denial will jeopardize care coordination and timely access to medical advice.

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 46791 - 19/20

D. Will the contract(s) be renewed?

Yes, if funding is available and there is a continued need.

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

The Department expects a continuing need for these services. The services are low volume in nature and will provide telephone answering services in a back-up capacity for after hours and holidays.

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

The Department does not have the capacity to handle the large volume and variety of calls to a broad variety of Department programs from an extremely diverse population of callers, particularly the capacity to provide

responses in the large number of languages spoken by Department callers and provide hearing impaired, telecommunications device for the deaf (TDD) services/ equipment and sufficient staff to handle such calls. For callers to the Department's ten Primary Care clinics, there are State requirements that calls receive responses within 30 minutes.

B. Reason for the request for modification:

Extend the duration and amount to align with the anticipated contract term.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Services must be provided using up-to-date equipment and procedures, and have the capacity to handle a high volume of calls from a variety of callers and to provide a wide variety of appropriate information and referrals. All calls must be accounted for in accurate, detailed reports and documented as requested. Accessibility to callers speaking any of nearly 40 languages must be provided efficiently with no loss of responsiveness. Emergency calls must be handled appropriately and a message instructing callers to hang up and call 911 must be provided before the call is answered. Calls must be handled 100% in the United States and must observe all HIPAA standards and requirements. Contractor must be able to efficiently and accurately assess calls, provide accurate information, and make proper referrals. Experience in handling calls from patients/clients for medical and other professionals related to health care, medical needs, diseases and conditions, and environmental health issues (such as rodent and insect infestations) is a strong preference.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1705, Communications Dispatcher 2; 1708, Senior Telephone Operator;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will be expected to provide up-to-date equipment and specifically trained and supervised personnel to meet all Department requirements with reliable, responsive, quality 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.
Existing classifications with comparable position specifications are Communications Dispatcher II (#1705) and Senior Telephone Operator (#1708). Dispatchers are typically tested and hired for law enforcement and property-related calls, and responses to those calls require different skill sets than replying to calls from patients/clients who are likely to be physically or mentally ill or from the public needing a wide variety of information and referrals for environmental and communicable disease issues, requiring the ability to assess information and make referrals to multiple sources of assistance. Telephone Operator specifications are focused on the ability to operate consoles, rather than the up-to-date equipment which is needed by large, modern health care operations.
- 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 Department would not have the capacity and it would not be practical to hire sufficient staff to provide the same level of responsiveness as back-up to existing staff, particularly as regards the multiple language capacity needed to be able to be responsive to callers in more than 30 languages.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Training is not the focus of the services under this PSC.
- 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 08/24/23, 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street, Room 421B, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46791 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org
Sent: Thursday, August 24, 2023 3:49 PM
To: Hiramoto, Kelly (DPH); max.porter@seiu1021.org; Laxamana, Junko (DBI); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; SF-DHR-Info@seiu1021.org; Najuawanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 46791 - 19/20 - 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 \$200,000 for services for the period January 1, 2024

– June 30, 2030. 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/14541>

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@sfgwater.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org najuawanda.daniels@seiu1021.org SF-DHR-Info@seiu1021.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me sarah.wilson@seiu1021.org junko.laxamana@sfgov.org max.porter@seiu1021.org

Additional Attachment(s)

You are viewing an archived web page collected at the request of [City of San Francisco](#) using [Archive-It](#). This page was captured on 16:32:13 Nov 01, 2022, and is part of the [Civil Service Commission](#) collection. The information on this web page may be out of date. See [All versions](#) of this archived page. Found 0 archived media items out of 0 total on this page. hide

Civil Service Commission

Civil Service Commission - May 18, 2020 - Minutes

Meeting Date:

May 18, 2020 - 2:00pm

Location:

Related Meeting Content:

[Agenda](#)

[Supporting Documents](#)

Minutes

Regular Meeting

May 18, 2020

2:00 p.m.

Meeting held by teleconference pursuant to the Governor's Executive Order N-29-20 and the Eighth Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency

LISTEN/PUBLIC COMMENT CALL-IN

USA Toll-Free is (888) 808-6929 | Access Code: 1533400

LONDON N. BREED, MAYOR

COMMISSIONERS

ELIZABETH SALVESON

President

KATE FAVETTI

Vice President

DOUGLAS CHAN

F.X. CROWLEY

JACQUELINE MINOR

SANDRA ENG

Acting Executive Officer

During the Coronavirus Disease (COVID-19) emergency, the Civil Service Commission's regular meeting room, City Hall, Room 400 is closed. Commissioners and Civil Service Commission staff will convene remotely. The public is encouraged to submit comments in advance of the meeting in one of three ways: (1) email civilservice@sfgov.org, or record a message on the Civil Service Commission's dedicated public comment line (888)808-6929, Access Code 1533400. Comments submitted by 5:00 pm the Sunday before the meeting will be included in the record.

CALL TO ORDER

2:00 p.m.

ROLL CALL

President Elizabeth Salveson

Present

Vice President Kate Favetti

Present

Commissioner Douglas S. Chan

Present

Commissioner F. X. Crowley

Present

Commissioner Jacqueline P. Minor

Present

President Elizabeth Salveson presided.

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA (Item No. 2)

None.

APPROVAL OF MINUTES (Item No. 3)

Special Meeting of March 16, 2020

Action:

Adopted the minutes. (Vote of 5 to 0)

ANNOUNCEMENTS (Item No. 4)

Sandra Eng, Acting Executive Officer announced on Agenda Item #7 (Review of Request for Approval of Proposed Personal Services Contracts), there was a clerical error. PSC #43781-17/18 will be corrected to PSC #43871-17/18.

The following Personal Services Contracts (PSCs) will be continued to the next Civil Service Commission meeting because they were not posted on the Agenda 72 hours in advance of the meeting: PSC #36604-19/20 and PSC #41211-14/15 with the Department of Public Works; PSC #35031-13/14, PSC #36741-19/20, PSC #39672-19/20, PSC #41074-15/16, PSC #45859-17/18 and PSC #32406-18/19 with the Treasurer & Tax Collector's Office; and PSC #45859-17/18 with the Department of Public Health.

HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 5)

Micki Callan, Human Resources Director announced that City employees have stepped up as Disaster Service Workers. The people whom have no work has been called upon first for deployment. The deployments have included many different things such as: sharing public information about safety and the pandemic, reporting to food banks, and reporting to hotel sites to assist with housing persons who are vulnerable. The Department of Human Resources (DHR) has established massive telecommuting and will be providing an update to the policy soon. In addition, DHR will be speaking with labor organizations with many changes that have been made under the emergency we now have to move forward upon. Employees who are telecommuting are required to report in to work are being contacted to report in as Disaster Service Workers. DHR is trying to be responsive while being responsible.

EXECUTIVE OFFICER'S REPORT (Item No. 6)

Sandra Eng, Acting Executive Officer thanked Civil Service Commission staff for working on flexible scheduling and utilizing resources. She also thanked the SFGov TV, trainers, DHR IT staff for extending their assistance with setting up and helping to prepare for the Civil Service Commission's first virtual commission meeting.

**0116-20-8 Review of Request for Approval of Proposed Personal Services Contracts.
(Item No. 8)**

PCS	Department	Amount	Type of Service	Type of Approval	Duration
37772-19-20	Adult Probation	\$125,000	It is the intent of SFAPD to obtain a fully automate, vendor-hosted, automated Telephone Reporting System (TRS) that is based on interactive voice response (IVR) technology that tracks compliance of low-risk clients on probation, provides transcription services, and manages client contact information, demographics, and system usage. The system will have the capacity of automating the reception and dissemination of information by SFAPD officers and their clients. It will allow SFAPD to modify client information and generate reports regarding client enrollment and compliance on programs required by the conditions of their supervision. The system will be accessible to SFAPD and officers 365 days a year, 24 hours a day. Probation officers will have the ability to pre-record individual and group messages for clients. Approximately 400+ low-risk clients will need to report to their probation officer via the automated telephone reporting system in order to meet court-mandated supervision requirements.	Regular	5/31/2025
46100-19/20	Adult Probation	\$3,000.000	APD is seeking to create a list of pre-qualified vendors that are able to provide different Women Gender Responsive service to its Reentry Program clients, including, but not limited to: Peer Led Efforts; Women Gender Responsive Transitional Housing; Life Skills Training; Job Readiness and Job Placement; Education Support and Mentoring; Recovery and Addiction Support; Gender Responsive Research. The expertise of these professionals sought is unique and greatly needed by the Adult Probation Department (APD). Given the breadth of service areas we are targeting, we anticipate that most of the proposals we receive will be from non-profit agencies, but will also be open to receiving proposals from for-profit agencies or private consultants.	Regular	2/28/2025

46006-19/20	City Administrator	\$2,000,000	Catering and related services for small, medium and large sized events on an as-needed basis. Caterers will provide food services and catering staff for single events or under contracts for multiple events. Service packages include but are not limited to meal preparation, distribution and cleanup services.	Regular	2/28/2025
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PCS	Department	Amount	Type of Service	Type of Approval	Duration
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Proposed work is to provide equipment and a technician to assist Department of Public Health (SPH) programs to remove tattoos from under resourced young people 13-25 years of age. Sixty sessions are provided annually to help young people have tattoos removed that they no longer want and/or that may pose a threat to their personal safety or prevent them from gaining employment and other negative outcomes. Tattoos are removed free of charge. Young people must have a San Francisco residence.

49526-19/20	City Administrator	\$800,000	This procurement is being performed by the Office of Contract Administration. Contractor selected will be charged with providing one Medlite C6 laser and a technician to input system settings at the direction of DPH licensed physicians. Among other requirements, a contractor selected pursuant to this RFB must:	Regular	6/30/2025
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1) Deliver and set up the laser system for each session as indicated and scheduled by the ZSFG Tattoo Removal Program Medical Director.

2) Perform all required preventative maintenance to the laser system to ensure the equipment operates at optimal condition during periods of use and in the event of a system malfunction the contractor will provide a backup system

49582-19/20	City Administrator	\$1,125,000	Work to be performed is to dry dock the City's Fire Department (SFFD) boats for repairs and maintenance services. The immediate need for these services is for SFFD's three boats. All three boats are in rotation but Fire Boat #1 (the Phoenix) has not been out of the water for five years and is overdue for repairs and maintenance. In addition, having the City's fleet of vessels dry docked and out of water will give the City full access to repairs that cannot easily be identified and services when boats are in the water.	Regular	3/31/2025
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41640-19/20	Airport	\$400,000,000	Project Management Support Services (PMSS) and Design Build (DB) teams will manage and complete the design and construction of the West Field Cargo Development at the San Francisco International Airport (Airport). Services include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. This project includes design and construction a 300,00 square foot double deck multi-tenant cargo facility included airside apron and landside truck delivery/pick-up and parking. The construction cost is estimated to be 85% of the requested PSC amount.	Regular	1/31/2027
42256-19/20	Airport	\$17,000,000	Contractor will provide financial and investment advisory services to the Airport in the capacity of municipal advisers or licensed investment advisers to support the management of the Airport's debt program, outstanding interest rate swaps, arbitrage rebate calculations and investment bonds.	Regular	4/30/2027

PCS	Department	Amount	Type of Service	Type of Approval	Duration
46268-19/20	Human Services	\$200,000	A. Survey Develop an electronic survey instrument in collaboration with Family and Children's Services (FCS) leadership to be used with community partners and stakeholders. The survey should be	Regular	6/30/2021

simple and brief in order to fully engage the target audiences without being an administrative burden.

B. Targeted Interviews

FCS employs approximately 400 with approximately 75 staff in the early intervention units, which include hotline, intake and non-court family maintenance (NCFM). The successful Respondent will develop an outline with FCS leadership for targeted questions to be used to guide interviews and will complete interviews with approximately 50% of the staff from the targeted units, along with selected staff from the remaining units and management. Contractor will also conduct 30 to 50 interviews with stakeholders. The interview format will include identified, research-based factors known to shape organizational climates including but not limited to messaging from supervisors, clear protocols and support from leadership.

C. Focus Groups

The successful Respondent will complete up to 10 focus groups of stakeholders and staff with no more than 10 participants in each focus group. These groups should provide stakeholders and staff the opportunity to offer solutions and constructive feedback in shaping the climate that guides the practice of San Francisco public child welfare. A focus group format will be developed and approved in collaboration with FCS leadership. The format will promote both verbal discussion and responses and the opportunity to be thoughtful before responding in the group setting. Allowing Respondents to think independently before having to be a part of a group response will be included as a best practice in capturing meaningful input.

D. Reports

The successful Respondent will use the results from the survey, targeted interviews, and focus groups to inform a description of the climate at the Early Intervention units and make recommendations for improving the organizational context within Early Intervention. The report will be submitted to FCS leadership in draft form for review. Once feedback from SF leadership has been gathered, revisions will be completed, and a final report will be submitted.

47428-19/20	Municipal Transportation Agency	\$200,000	The contractor will provide complete veterinary services for five (5) or more police services dogs (K-9 unit) assigned to the San Francisco Municipal Transportation Agency (SFMTA). These services include routine procedures and treatment, as well as, full-service emergency veterinarian care on a 24-hour/7days per week basis.	Regular	1/31/2025
48515-19/20	Municipal Transportation Agency	\$17,000,000	The consultant will provide proprietary software and hardware for the Advanced Train Control System (ATCS) to automatically control the movements of the trains within Central Subway. This system is similar to the existing ATCS currently used in the Muni Metro Subway. The	Regular	12/31/2023

consultant will configure, program, upgrade, and expand the system so that the new train control systems computerized the automatic movement of the trains with the Central Subway to work with the existing Muni Metro System.

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
45232-19/20	Municipal Transportation Agency	\$1,000,000	Seeking access to planning and transportation demand management specialists to provide intermittent as-needed services related to planning and implementing transportation demand management projects, programs, services, and policies. The specialists may also procure commute management technologies & services, preparation and graphic design of materials, printing, procurement of incentives, meeting facilitation, event scheduling, translation services, etc. Request for Proposal (RFP) under development.	Regular	6/30/2025
47223-19/20	Police	\$610,000	The contractor will provide software license and equipment maintenance on MAGUS, the City's Message Switch Computer System. MAGUS allows San Francisco Police Department (SFPD) officers to instantly query suspect information from police vehicles, workstations and other electronic devices in seconds. When an officer enters suspect information, MAGUS processes the request by confirming requestor and device are authorized and provides access to confidential information from many sources including; <ol style="list-style-type: none"> 1. Computer Assisted Bay Area Law Enforcement (CABLE) 2. Local Criminal History Database 3. Alameda Warrants System (AWS) 4. Department of Motor Vehicles (DMV) 5. California Law Enforcement Telecommunications (CLETS) 6. Federal Bureau of Investigations (FBI) databases 	Regular	3/9/2024
41915-19/20	Public Utilities Commission	\$170,000	SFPUC Peninsula watershed has an integrated roads system of over 90 miles, dam faces and fuel breaks that need to be maintained annually to reduce flashy fuels and ignition sources to reduce fire risk within the watershed and along its Wildland Urban Interface.	Regular	8/2/2020

This contract is to maintain 40 miles of the northern section of the watershed roads. This work incorporates mowing the roadsides to reduce brush encroachment and flashy fuels along the roadside, maintains pullouts for safety vehicles and passings for emergency vehicles.

Fish scree cleaning and Division of Safety of Dams-required valve exercising at raw water supplies including: San Antonio Reservoir, Calaveras Reservoir, Crystal Springs Reservoir, and San Andreas Reservoir.

46091-19/20	Public Utilities Commission	\$900,000	Perform required treated water tanks and reservoir inspections and cleanings as required. Tanks and reservoirs to be inspected and cleaned are: Castlewood Reservoir, Tesla Treatment Facility domestic water tanks, Sunol Town Tanks, SVWTP Chlorine Contact Tank, SVWTP Treated Water Reservoir, the Balancing Reservoir, HTWTP Chlorine Contact Chamber, and HTWTP Treated Water Reservoir.	Regular	5/31/2025
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PSC#	Department	Amount	Type of Service	Type of Approval	Duration
46406-19/20	Public Utilities Commission	\$4,000,000	The selected Proposers will receive and screen 811 USA tickets from USA North (USAN) directly.	Regular	5/31/2024

The selected Proposers will handle all communications with the original excavator that submitted the ticket.

The selected Proposers will be responsible for responding to 811 USA notifications on behalf of the Power Enterprise. Response must be given between two (2) working days to fourteen (14) calendar days when the notice has been issued.

The selected Proposers will use existing as built drawings and GIS information from the Power Enterprise to locate and mark utilities utilizing current industry standard locator equipment. A positive response includes marking or staking the horizontal path of their facility with the appropriate color code (electric = red), providing information about the location of the Power Enterprise's facility, or advising the excavator of clearance.

The selected Proposer will update and redline any incorrect utility locations shown on existing as built drawings and provide updated CAD drawings.

After completion of the ticket response, the contractor shall close out the ticket and notify the Utility Field Services (UFS) group within the Power Enterprise of completion.

The contractor shall provide a monthly report containing overall number of tickets, quantity of tickets cancelled, quantity of tickets without a remark, and quantity of tickets with markings needed. Immediate access maybe needed to verify emergency USAN tickets.

The work is calibrating and maintaining important water meters of the Hetch Hetchy regional water transmission system. The purpose of the work is to maintain accurate and reliable meter reads used for water accounting purposes. The work includes calibrating, inspecting, cleaning, and maintaining the system meters and related instruments used.

The primary objective of all calibration activities is to ensure meter-signal accuracy and consistency carries through from the field located secondary metering equipment, through all remote transmitting units and field programmable logic controllers, through the SFPUC SCADA system, to the final remote operations display.

The work often includes entering confined spaces to use special testing equipment to certify instrument accuracy. Work on each meter is documented and calibration certificates presented. Reporting includes site fields notes, calibration notes and metering site instrument inventories. As needed, the work will involve diagnosing problems, identifying failed instruments, and performing parts replacement.

47839-
19/20 Public Utilities
 Commission \$1,050,000

SFPUC maintains a extensive fuel break system within the Peninsula watershed for the protection of water quality, infrastructure and natural resources. This system is supported and monitored by CalFire with the premise that in the event of a large wildland fire access and defensible space will

Regular 4/1/2022

49813-
19/20 Public Utilities
 Commission \$170,000

Regular 8/2/2020

allow CalFire to effectively contain a fire prior to a rapid spread outside of the watershed. Mastication is also done as part of a vegetation management program for the SFPUC power line maintenance.

Mastication is used to maintain the brush and fuels levels within the fuel breaks. A masticator changes the composition of the fuels from high brush that will decomposes on the ground. In areas that are masticated fire will pass through at a low intensity allowing CalFire to extinguish the fire prior to further spread.

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
49947-19/20	Public Utilities Commission	\$3,000,000	Assist San Francisco Public Utilities Commission (SFPUC) personnel in providing corrosion control engineering support which includes: performing corrosion investigations and testing; write studies and reports; prepare corrosion control performance criteria; design plans, specifications, cost estimates; corrosion condition assessment surveys of pipelines; cathodic protection interference mitigation; leak investigations; coating inspections; construction support; and other corrosion engineering tasks. Structures needing corrosion control engineering services include pipeline segments, tanks and storage vessels within the various facilities operated by the Water Supply and Treatment Division (WSTD), City Distribution Division (CDD) and the wastewater Enterprise (WWE).	Regular	7/5/2025
45115-19/20	Public Works	\$600,000	Consultants will perform highly specialized acoustical engineering services, such as measuring noise and vibration levels, calculating and designing engineering noise controls, engineering architectural acoustics to achieve good speech intelligibility and or precise and accurate sound, preparing environmental noise report, and other related services to support Public Works Building Design and Construction design staff on an as-needed basis.	Regular	12/31/2026
43402-18/19	Technology	\$5,000,000	This enterprise agreement allows the City to purchase equipment, parts, materials, radios, software and as needed incidental services from the radio system vendor at a discounted rate.	Regular	6/30/2030
44025-19/20	Technology	\$5,000,000	The San Francisco Department of Technology operates a Lights Out Data Center located at 200 Paul Street and a remote tape processing site at One South Van Ness Avenue. The remote site supports an automated tape library utilized by a mainframe and electronic mail server. One South Van Ness Avenue is the remote location. This remote location also houses the System and Networking Control Center. The Department of Technology seeks proposals from contractors that	Regular	12/31/2025

can perform all systems programming works, tasks, and projects that are necessary to support a non-stop mainframe operation in the environments describe above. The contractor's duties will encompass many different disciplines that are presently performed by a consulting firm. That firm employs several system programmers. The contractor's duties will include routine system changes, responding to service requests, software installation, customization, migration, configuration changes, problem analysis and resolution, disaster recovery, and new technology exploration and implementation.

The contractor must be able to provide the day-to-day operational support that is necessary to ensure the continuous operation of the Department of Technology Data Center, 24 hours per day, 7 days per week; 365 days per year. The contractor must be able to provide onsite and on-call staff to ensure that system problems are addressed in an efficient and timely manner. In addition, the contractor must be able to provide system software and special technical support services for the mainframe in the following areas: Operating System (OS) upgrades and customization, Customer Information Control System (CICS) transaction server migration, Web-to-Host implementation, exploration of Unix System Services (USS) features and technical Operating System support for Financial Accounting Management Information System (FAMIS) (a software product maintained by COGSDALE).

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
44846-19/20	Treasurer/Tax Collector	\$2,500,000	<p>The Treasurer-Tax Collector is requesting proposals to provide investment advisory services to the City. Proposers should provide technical & strategic advice that will supplement the investment staff's duties to manage the Pooled Fund. This is not a solicitation for the management of any of the City's funds. Specifically, the advice shall pertain to the areas of:</p> <ul style="list-style-type: none"> *portfolio optimization techniques, *regulatory changes, *global and macroeconomic events, *benchmarking/performance measurement, *cash flow forecasting, and *compliance 	Regular	2/14/2030

In addition, the selected Contractor must be able to provide daily and monthly accounting and compliance reports, which include analyses of projected income from maturities and callable securities for a prolonged time period.

The Office of the Treasurer and Tax Collector is seeking to procure licensed armored car and secure safe services to serve all departments citywide. Suppliers must have experience offering high-security, high-volume armored transport, currency processing, smart vault and change order services. These services will be used to assist City departments with the movement of currency, coins and checks to designated vaults and cash processing centers. These services include:

48274-19/20	Treasurer/Tax Collector	\$5,000,000	<p>1) secure and efficient transportation of Citywide cash and check collections and deposits to bank.</p> <p>2) deposit pickup from various citywide cash collection points, change order service and delivery, and emergency cash services.</p> <p>3) providing secured vaults or safes in various department locations which departments can use to deposit their collections and when it is most advantageous.</p>	Regular	2/14/2030
44886-19/20	Treasurer/Tax Collector	\$270,000	<p>The Office of the Treasurer and Tax Collector, Office of Financial Empowerment (OFE) is seeking to expand its on-on-one financial coaching program, Smart Money Coaching (SMC), to reach more residents in low-income communities and in communities with inequitable economic opportunity. The financial coaching service provider would have opportunities to support coaching across the City at City department sites, community-based organizations (CBOs) and other locations identified by the financial coaching service provider in partnership with OFE.</p>	Regular	6/30/2022
46104-19/20	Public Utilities Commission	\$14,000,000	<p>Consultants will perform highly specialized engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; hydraulic modeling, corrosion testing and evaluation, condition inspection and assessment of existing transmission pipelines, seismic vulnerabilities of transmission pipelines crossing earthquake faults, site surveying in remote locations, hydraulic bypass and energy dissipation design for powerhouses, preparing reports for new and existing transmission pipelines; the SFPUC intends to award two (2) contracts, each not to exceed \$7,000,000/</p>	Regular	6/30/2028
3561-15/16	City Administrator	Current Approved Amount	<p>Contractor will provide as-needed surgeries for animals that are placed for adoption at the City's animal shelter. This is a reimbursement program. The City only reimburses the San Francisco SPCA after collecting funds from the customer. There is no cost to the City.</p>	Modification	6/30/2021

\$0 Therefore the dollar value of this request is \$0. We have been advised that a contract is the way to create that process.

Increase Amount Requested \$650,000

New Total Amount Requested \$650,000

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
		Current Approved Amount			
		\$1,065,191			
46663-17/18	Homelessness and Supportive Housing	Increase Amount Requested \$1,555,770	Technical assistance to the Department of Homelessness and Supportive Housing (HSH) to support the implementation of HSH's Five-Year STRATEGIC Framework, and the Department's work to drive systems transformation and culture change. Includes assessment to Department's approach to addressing homelessness, family homelessness, youth homelessness, street homelessness, coordinated entry systems for all populations, problem solving strategies, data and performance measurement.	Modification	6/30/2022
		New Total Amount Requested \$2,620,961			
45799-15/16	Municipal Transportation Agency	Current Approved Amount \$4,000,000	The Contractor will develop a campaign strategy and messaging for roadway safety campaigns. The contractor will research and develop strategies, creative work and social media campaigns based on best-practices for safety campaigns that have shown actual reductions in collision rates and changes in people's behavior.	Modification	12/31/2024

		Increase Amount Requested			
		\$2,000,000			
		New Total Amount Requested			
		\$6,000,000			
		Current Approved Amount			
		\$85,000			
40113- 14/15	Public Health	Increase Amount Requested	Medical record copying services, year-round, five days-a-week (excluding holidays), for San Francisco General Hospital and Medical Center (SFGHMC) and Laguna Honda Hospital (LHH).	Modification	6/30/2025
		\$100,000			
		New Total Amount Requested			
		\$185,000			
44755- 15/16	Public Health	Current Approved Amount	Integrated, culturally relevant array of community wide health and wellness programs and services focused on disease prevention and mental health promotion for the broad range of San Francisco's Black/African American populations and HOPE SF residents in the targeted HOPE SF communities. The focus is to improve health outcomes through policy, systems and environmental change, and the implementation and evaluation of collaborative, integrated programs. Specific strategies include peer leadership development and support, coalition building, individual community capacity building, and community level support for healthy eating/active living and stress reduction and community clinical linkages.	Modification	6/30/2026
		\$12,000,000			
		Increase Amount Requested			
		\$12,000,000			

		New Total Amount Requested				
		24,000,000				
		Current Approved Amount				
		\$99,000				
46791-19/20	Public Health	Increase Amount Requested	Contractor will provide multi-lingual telephone answering services for several programs with the Department of Public Health, including the Behavioral Health Services, Communicable Disease Control and Prevention, Environmental Health Bureau, Health at Home, Laguna Honda Hospital, Primary Care, and Zuckerberg San Francisco General Hospital. Services include hearing impaired, telecommunications device for the deaf (TDD) services/equipment and sufficient staff to handle call times with details, while maintaining records of information for monthly reports for volume and call statistics.	Modification	6/30/2025	
		\$500,000				
		New Total Amount Requested				
		\$599,000				
		Current Approved Amount				
		\$8,700,000				
4124-09/10	Public Utilities Commission	Increase Amount Requested	Specialized and technical services in the areas of recycled water treatment, storage, distribution, operations, water quality, regulatory permitting, and other additional services related to the overall development and implementation of San Francisco Public Utilities Commission (SFPUC) recycled water projects.	Modification	11/30/2024	
		\$1,300,000				
		New Total Amount Requested				
		\$10,000,000				

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
		Current Approved Amount			
		\$200,000			
33836-18/19	Public Works	Increase Amount Requested	This is for design development, documentation, and installation of furnishings for new homeless shelter capital projects. This involves development of a furniture plan for dormitories, offices, and community spaces and furniture specifications to procure the furnishings, and overseeing the installations and completion of punch list items prior to occupancy.	Modification	1/3/2022
		\$300,000			
		New Total Amount Requested			
		\$500,000			
34958-17/18	Public Works	Current Approved Amount	Professional consulting services for strategic planning, organizational development and coaching for management and supervisorial staff on the Baldrige Excellence Framework through the goal of improving our organizational development and performance management.	Modification	3/1/2022
		\$95,000			
		Increase Amount Requested			
		\$47,500			
		New Total Amount Requested			

		\$142,500			
43482-19/20	City Administrator	\$2,000,000	Parking garage operation and management, maintenance of facility, valet parking and collection of parking fees at five parking garages and lots owned by the Real Estate Division. The locations consist of transient and monthly parking for vehicles. The locations are used by the public and City staff.	Regular	5/31/2025
43712-19/20	Human Services	\$823,350	CitySpan technologies Inc. will grant an enterprise access licenses for City Staff and City Vendors to CARBON, its proprietary software product allowing for Contract/Grant management, tracking, invoicing, and reporting application.	Regular	6/30/2025
47416-19/20	Human Services	\$818,747	JUMP Technology Services will grant Client Access License (CAL) to LEAPS, its proprietary software product allowing for complete Adult Protective Services (APS) case management, tracking and reporting application, from initial intake through case closure.	Regular	6/30/2025
46308-19/20	Municipal Transportation Agency	\$450,000	The consultant will install and test 109 security card readers at thirteen (13) San Francisco Municipal Transportation Agency (SFMTA) facilities implementing state of the art security proprietary hardware and software into an existing proprietary security system of 163 card readers.	Regular	7/15/2024
43238-19/20	Public Health	\$850,000	The contractor(s) will provide interpretation in various languages as needed for on-site interpreting, back-fill for civil service staff on extended leave, and other unanticipated absences. Service will be provided for both DPH staff and patients/clients. Interpreter(s) must be available Monday-Friday, 8:00 a.m.-5:00 p.m.	Regular	2/29/2024
42643-19/20	Municipal Transportation Agency	\$25,000,000	The consultant will provide engineering services for the San Francisco Municipal Transportation Agency (SFMTA) Capital Programs and Construction Division (CP&C) including design/review of Muni's special trackwork, design/review of overhead contact system work, and preparing special procurement documents for long-lead items. In addition, the scope of services will cover constructions management support, including providing field survey and independent Special Inspections as required by the San Francisco Department of Building Inspection. The scope will cover also specialized tunnel structure inspections, and project claims analysis.	Regular	8/1/2026

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
		Current Approved Amount			
		\$151,397,887			
		Increase Amount Requested			
		\$107,650,785			
		New Total Amount Requested			
		\$259,048,672			
4113-11/12	Public Health		In July 2006, the San Francisco Board of Supervisors adopted the Health Care Security Ordinance, which charged DPH with the responsibility for developing a new health access program called Health San Francisco. This ordinance requires DPH to “coordinate with a third party vendor to administer program operations, including basic customer services, enrollment, tracking service utilization, billing and communication with the participants.” (SF Administrative Code Sec. 14.2) DPH selected the San Francisco Plan (SFHP) as third party vendor. SFHP, operated by the San Francisco Community Health Authority, is a governmental entity created by the City in 1994 solely to serve as a health maintenance organization to increase access to health care for low and moderate income San Franciscans. As the third part vendor for HSF, SFHP: (1) assists in eligibility and enrollment functions, (2) manages participant fee billing and collection, (3) receives utilization data and develops utilization reports, (continued on attachment)	Modification	6/30/2025
43871-17/18	Public Health	Current Approved Amount	Contractor(s) will provide psychiatric care to adults and/or older adults, in a locked licensed facility, Skilled Nursing Facility (SNF) and/or Mental Health Rehabilitation Center (MHRC) within San Francisco Bay Area and/or non-mandatory psychiatric respite services, with one-on-one support in an appropriate environment. Most admissions for psychiatric care will primarily come from Psychiatric Emergency Services (PES), acute inpatient psychiatric units, community mental health/dual diagnosis treatment programs, the San Francisco Homeless Outreach Team (SF HOT) and intensive case management programs. The SNF will provide care to individuals with psychiatric problems, medical problems and behavior problems, individuals with neurobehavioral diagnosis with a primary diagnosis of dementia. Individuals also may be admitted with physical impairments requiring special needs that may include the use of a wheelchair, walker, or cane; they may also have vision and or hearing loss or speech impediments. The MHRC will provide care to individuals who have a psychiatric diagnosis with behaviors too severe to live	Modification	6/30/2028
		\$96,817,600			
		Increase Amount Requested			
		\$92,624,400			
		New Total Amount			

Requested independently or in an unlocked unstructured community program. Respite services will provide a place for people who are not yet accepting of the need to manage their mental health symptoms/issues in a more productive and healthy manner and who would benefit from a supervised setting to monitor medication changes after an inpatient stay.

\$189,442,000

Speakers: Tajel Shah from the Treasurer & Tax Collector's Office spoke on PSC #44816-19/20 and PSC #48274-19/20.

Bill Irwin from the Public Utilities Commission spoke on PSC #41915-19/20 & PSC #49813-19/20.

Elisa Baeza and Victoria Westbrook from Adult Probation spoke on PSC #46100-19/20.

1. Approved PSC #46100-19/20 with the condition the Adult Probation revise PSC Form 1, Scope of Work and remove "including, but not limited to" language and limit the categories specifically identified by the department. (Vote 5 to 0)

Action:

2. Adopted the report and approved the remaining requests for proposed Personal Services Contracts; Notify the Office of the Controller and the Office of Contract Administration. (Vote 5 to 0)

0117-20-3 **Annual Salary Wage Adjustment for Members of the Board of Supervisors (2nd year of 5 – year cycle) and Elected Officials (4th year of 5 – year cycle) for Fiscal Year 2020-21 Budget. (Item No. 8)**

Speakers: Luz Morganti, Civil Service Commission

Accepted the recommendation to delay the determination of any wage increases for the Members of the Board of Supervisors and Elected Officials from July 1, 2020 to December 26, 2020. This will be reconsidered by the Civil Service Commission at the meeting of

Action:

November 16, 2020. Transmitted the determination of no wage

increases that will go in effect as anticipated for July 1, 2020 to the Controller's Office. (Vote 5 to 0)

0118-20-1 Annual Certification of Benefits for Elected Officials and Members of the Board of Supervisors for Fiscal Year 2020-2021. (Item No. 9)

Speaker: Luz Morganti, Civil Service Commission

Action:

Accepted the report; certify the benefits of elected officials (including Members of the Board of Supervisors) for Fiscal Year 2020-2021 in accordance with Charter Section A8.409-1 at the same level of benefits as those provided to covered employees of the Municipal Executive's Association (MEA) in effect on July 1, 2020.

Public comment on all matters pertaining to Items #11 and 12. (Item No. 10)

None.

Vote on whether to hold Item #12 in Closed Session. (Item No. 11)

The Commission voted to conduct Item #12 in Closed Session.

Action:

(Vote of 5 to 0)

Basis for closed session: Personnel Exception (Gov. Code §54957(b)(1), Admin Code §67.10(b)); California Constitution Art. I, sec. 1.

NOTE: The Commission may hold Item #12 in open session, closed session, or partial open/partial closed session. It has been agendized as a closed session item to preserve the Commission's ability to go into closed session if the Commission so decides.

0029-
20-1

Closed Session – PUBLIC EMPLOYEE APPOINTMENT. Possible Action Item - Title: Executive Officer (Item No. 12)

February 3, 2020: The Commission made no disclosure regarding the Closed Session.

February 11, 2020: The Commission did not select candidates to interview and voted to make that determination at a closed session meeting to be held on March 2, 2020. In addition, an attempt will be made to determine interview questions.

March 2, 2020: The Commission disclosed that it made further progress with the employee appointment and will continue the item to the Special Meeting held on March 6, 2020.

March 6, 2020: The Commission conducted interviews of potential candidates and narrowed the pool. The Commission will now proceed to the next step of the selection process which is to receive written work from the candidates.

March 16, 2020: The Commission made no disclosure regarding the Closed Session.

The Closed Session started at 3:24 p.m. and ended at 4:10 p.m. via teleconference using Microsoft Teams. The following individuals were present:

Elizabeth Salveson, President, CSC

Kate Favetti, Vice President, CSC

Jacqueline Minor, Commissioner, CSC

F.X. Crowley, Commissioner, CSC

Douglas Chan, Commissioner, CSC

Lisa Powell, Deputy City Attorney

Reconvene in Open Session. Vote to elect whether to disclose any or all discussions on Item #12 in closed session (S.F. Admin. Code §67.12 (a)) – Action Item

Action: The Commission voted not to disclose the discussions held in Closed Session for Item #12 (Vote of 5 to 0)

Action: The Commission voted to appoint Sandra Eng as the new Executive Officer of the Civil Service Commission. (Vote of 5 to 0)

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 13)

President Salveson thanked her fellow Commissioners and staff for preparing and participating in their first virtual meeting. Vice President Favetti shared similar sentiments.

ADJOURNMENT (Item No. 14)

The Commission adjourned the meeting at 4:14 p.m.

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 # 49622 - 18/19)

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

Type of Service: Installation, Configuration and Modification Services for Jail Management Software

Funding Source: General Fund

PSC Original Approved Amount: \$500,000 PSC Original Approved Duration: 04/01/19 - 03/31/21 (2 years)

PSC Mod#1 Amount: \$618,277 PSC Mod#1 Duration: 04/01/21-03/31/22 (1 year)

PSC Mod#2 Amount: \$776,696 PSC Mod#2 Duration: 04/01/22-03/31/24 (2 years 1 day)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 04/01/19-03/31/26 (2 years)

PSC Cumulative Amount Proposed: \$1,894,973 PSC Cumulative Duration Proposed: 7 years 1 day

1. Description of Work

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

Vendor will install a Jail Management System (JMS) and to work with San Francisco Sheriff Department Information Technology Support Services Staff (ITSS) to configure a prototype of the Inmate Booking Module in JMS. This service shall include a subscription to use the JMS software in conjunction with the San Francisco Sheriff Department existing Microsoft Dynamic CRM licenses. The prototype would be used by San Francisco Sheriff Department in a non-production environment for the duration of the subscription (12 months) in order to confirm that Vendor's JMS will meet the jail management system needs of San Francisco Sheriff Department.

The scope, assumptions, and costs presented in this SOW represent Vendor proprietary experience and knowledge.

A. Project Scope

Vendor will work with San Francisco Sheriff Department to install Offender360 JMS and all technology components associated with the software in a non-production San Francisco Sheriff Department environment on their server hardware. Vendor will conduct a series of training workshops with San Francisco Sheriff Department Information Technology Staff to enable San Francisco Sheriff Department To make configuration changes to the standard JMS Booking module and develop a non-production prototype that meets the specific business requirements of San Francisco Sheriff Department for the booking process. Vendor will include in the services a 12 month subscription of the Offender360 JMS software to allow San Francisco Sheriff Department users to test the application in a non-production environment for up to 12 months. The result of this project will provide a prototype that will enable San Francisco Sheriff Department to validate and confirm that Offender360 will meet the jail management system needs of San Francisco Sheriff Department.

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

The software is proprietary and the manufacturer is the owner of the source codes. Furthermore, the City loses the right to support services from the manufacturer if the software is modified without oversight by Tyler Technologies. These services include a) correcting any errors, defects or malfunctions to the system; b) telephone and/or online support concerning the installation and use of its software; c) training in the installation and use of the software; d) on-site consulting and application development services.

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 49622-18/19 MOD 2 approved 4/4/22

D. Will the contract(s) be renewed?
Yes, it is a possibility.

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:
Tyler Contract No. 1000016039 provided an original term of two (2) years, April 1, 2019 to March 31, 2021, with an option to extend terms for one (1) additional year.

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:

The software is proprietary and the manufacturer is the owner of the source codes. Furthermore, the City loses the right to support services from the manufacture, if the software is modified without oversight by vendor. These services include, but not limited to a) correcting any errors, defects or malfunctions to the system; b) telephone and/or online support concerning the installation and use of its software; c) training in the installation and use of the software; d) on-site consulting and application development services.

B. Reason for the request for modification:

The Sheriff's Office is proposing to exercise the option to extend the existing Jail Management System (JMS) Contract (No. 1000016039) for two (2) additional years for Maintenance and Support. Extending the Maintenance and Support will allow the Sheriff Office to complete the transition of the old Jail Management System to the new Jail Management System (Contract No. 1000021389) . Phase 1 of the new JMS Implementation Project began in October 2021 under Contract No. 1000021389. Prior to beginning Phase II of the JMS Project, the new JMS system was sold to another vendor. An Assignment Contract is currently being finalized between SHF and the new vendor to assume the Terms of Contract No. 1000021389. This transaction has delayed the migration to the new JMS solution. As a result, the SHF will need to continue the license and support of the old JMS through 3/31/2026. This modification will only extend the period of the contract for two additional years through 3/31/2026. The SHF CIO was able to review the old JMS licenses and eliminate unutilized options thus reducing the annual costs of the license. The PSC contract amount will not increase from the CSC's prior approval on 4/4/22. Once waiver is approved by OCA, SHF will amend JMS Contract 100016039 for the additional two years and submit to OCA for approval.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Very specific working knowledge of the vendor's Jail Management System software platform and a solid understanding of the business processes in the Sheriff's Department.

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

The vendor is the manufacturer of the software and the software is proprietary to the manufacturer.

- 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 classes exists, but City employees do not have access to the proprietary software source codes to complete any configuration. If the City does configure the software, it nullifies its access to support and service from the vendor.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. Contractor shall provide System Administrative and Technical training to enable the City's IT staff to successfully configure and manage Offender360 JMS in their respective roles and responsibilities. a) Vendor will train up to eight (8) San Francisco Sheriff Department staff members b) Training will include four (4) two (2) day Workshops that will cover all necessary topics associated with IT Administrator Training for San Francisco Sheriff Department Staff to perform the following with assistance from Vendor. Additional training may be provided through web conferences if mutually agreed. c) Training Workshops will be conducted onsite at San Francisco Sheriff Department facilities to provide the following: i. Knowledge transfer, training, and documentation to allow in-house City IT staff to easily enhance and support the new system and technologies going forward; ii. Configure the JMS Booking module prototype to business requirements specification iii. Ability to update Prototype per San Francisco Sheriff Department stakeholder feedback. d) Vendor will provide all necessary training and classroom materials.
- 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, Tyler provides the proprietary Maintenance and Support.

7. Union Notification: On 10/17/23, 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: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49622 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2023

Receipt of Union Notification(s)

Gong, Henry (SHF)

From: dhr-psccordinator@sfgov.org on behalf of henry.gong@sfgov.org
Sent: Tuesday, October 17, 2023 2:31 PM
To: Gong, Henry (SHF); kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 49622 - 18/19 - 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 \$0 for services for the period April 1, 2019 – 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/15778>

Email sent to the following addresses: L21PSCReview@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com ewallace@ifpte21.org dho@ifpte21.org mweirick@ifpte21.org jharding@ifpte21.org kdavis@ifpte21.org

Additional Attachment(s)

Gong, Henry (SHF)

From: CCSF IT Service Desk <ccsfdt@service-now.com>
Sent: Monday, February 28, 2022 2:59 PM
To: Gong, Henry (SHF)
Subject: OCAWVR0005657 – 'Waive Competitive Solicitation Requirements' has been Approved

Dear Henry Gong,

This is to inform you that OCAWVR0005657 - 'Request to Waive Competitive Solicitation Requirements' has been approved.

Please include a copy of this email in your purchase /contract request to OCA.

Summary of Request: Two year renewal of annual license and support with Tyler Technologies for Sheriff's Office Jail Management System

Admin Code for Determination:

Reg 21.30: Proprietary Articles Software Licenses and Support and Proprietary Articles Equipment Maintenance.

Contract ID: 1000016039

Reason for determination: SHF is seeking an Amendment #2 to their contract (CID 1000016039) with Tyler Technologies to extend by two (2) years and increase NTE by \$776,696 (each year of maintenance/support is \$388,347.73 per the attached quote). Extending the Maintenance and Support will allow SHR to complete the transition of the antiquated Tyler Jail Management System to DXC Eclipse Jail Management System (Contract No. 1000021389) . Phase 1 of the DXC JMS Implementation Project began in October 2021. Phase II of the DXC JMS Project is tentatively scheduled to begin in April 2022.

OCA approved the previous Amendment #1 under 21.30 (OCAWVR0004367).

Per signed statement from the manufacturer on their letterhead, "...Tyler Technologies, Inc. is the sole provider of the Tyler Public Safety software, which we develop and license to our customers. Tyler is the sole source of the development, implementation, maintenance and support of the software."

Total approved amount: \$1,894,973.00

[Take me to the OCA Waiver Request](#)

Thank you.

Ref:TIS3315457_uoyVqtUm7AoM5pZHWqnS



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

February 28, 2022

City and County of San Francisco
Office of Contract Administration
Attn: Sailaja Kurella, Acting Director and Purchaser
1 Dr. Carlton B. Goodlett Place
City Hall-RM 430
San Francisco, CA 94102

RE: Sole Source for Procurement

Dear Ms. Kurella:

Please accept this letter to confirm that Tyler Technologies, Inc. is the sole provider of the Tyler Public Safety software, which we develop and license to our customers. Tyler is the sole source of the development, implementation, maintenance and support of the software.

Tyler appreciates the trust that the City and County of San Francisco has placed in our company and products, and we will continue to work diligently to ensure your complete satisfaction with our software, service and support throughout the life of this partnership.

Please do not hesitate to contact me with any questions regarding the foregoing.

Regards,

A handwritten signature in cursive script that reads "Sherry Clark".

Sherry Clark
Group General Counsel

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 # 49622 - 18/19)

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

Type of Service: Installation, Configuration and Modification Services for Jail Management Software

Funding Source: General Fund

PSC Original Approved Amount: \$500,000 PSC Original Approved Duration: 04/01/19 - 03/31/21 (2 years)

PSC Mod#1 Amount: \$618,277 PSC Mod#1 Duration: 04/01/21-03/31/22 (1 year)

PSC Mod#2 Amount: \$776,696 PSC Mod#2 Duration: 04/01/22-03/31/24 (2 years 1 day)

PSC Cumulative Amount Proposed: \$1,894,973 PSC Cumulative Duration Proposed: 5 years 1 day

1. Description of Work

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

Vendor will install a Jail Management System (JMS) and to work with San Francisco Sheriff Department Information Technology Support Services Staff (ITSS) to configure a prototype of the Inmate Booking Module in JMS. This service shall include a subscription to use the JMS software in conjunction with the San Francisco Sheriff Department existing Microsoft Dynamic CRM licenses. The prototype would be used by San Francisco Sheriff Department in a non-production environment for the duration of the subscription (12 months) in order to confirm that Vendor's JMS will meet the jail management system needs of San Francisco Sheriff Department.

The scope, assumptions, and costs presented in this SOW represent Vendor proprietary experience and knowledge.

A. Project Scope

Vendor will work with San Francisco Sheriff Department to install Offender360 JMS and all technology components associated with the software in a non-production San Francisco Sheriff Department environment on their server hardware. Vendor will conduct a series of training workshops with San Francisco Sheriff Department Information Technology Staff to enable San Francisco Sheriff Department To make configuration changes to the standard JMS Booking module and develop a non-production prototype that meets the specific business requirements of San Francisco Sheriff Department for the booking process. Vendor will include in the services a 12 month subscription of the Offender360 JMS software to allow San Francisco Sheriff Department users to test the application in a non-production environment for up to 12 months. The result of this project will provide a prototype that will enable San Francisco Sheriff Department to validate and confirm that Offender360 will meet the jail management system needs of San Francisco Sheriff Department.

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

The software is proprietary and the manufacturer is the owner of the source codes. Furthermore, the City loses the right to support services from the manufacturer if the software is modified without oversight by Tyler Technologies. These services include a) correcting any errors, defects or malfunctions to the system; b) telephone and/or online support concerning the installation and use of its software; c) training in the installation and use of the software; d) on-site consulting and application development services.

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.

D. Will the contract(s) be renewed?

Yes, it is a possibility.

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:

Tyler Contract No. 1000016039 provided an original term of two (2) years, April 1, 2019 to March 31, 2021, with an option to extend terms for one (1) additional year.

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:

The software is proprietary and the manufacturer is the owner of the source codes. Furthermore, the City loses the right to support services from the manufacture, if the software is modified without oversight by vendor. These services include, but not limited to a) correcting any errors, defects or malfunctions to the system; b) telephone and/or online support concerning the installation and use of its software; c) training in the installation and use of the software; d) on-site consulting and application development services.

B. Reason for the request for modification:

The Sheriff's Office is proposing to exercise the option to extend the existing Tyler Jail Management System (JMS) Contract (No. 1000016039) for two (2) additional years for Maintenance and Support. Extending the Maintenance and Support will allow the Sheriff Office to complete the transition of the antiquated Tyler Jail Management System to DXC Eclipse Jail Management System. Phase 1 of the DXC JMS Implementation Project began in October 2021. Phase II of the DXC JMS Project is tentatively schedule to begin in April 2022. This PSC Modification will increase the contract amount by \$388,348 annually over the next two years. The net contract amount will increase from \$1,118,277 to \$1,894,973.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Very specific working knowledge of the vendor's Jail Management System software platform and a solid understanding of the business processes in the Sheriff's Department.

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

The vendor is the manufacturer of the software and the software is proprietary to the manufacturer.

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 classes exists, but City employees do not have access to the proprietary software source codes to complete any configuration. If the City does configure the software, it nullifies its access to support and service from the vendor.

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 shall provide System Administrative and Technical training to enable the City's IT staff to successfully configure and manage Offender360 JMS in their respective roles and responsibilities. a) Vendor will train up to eight (8) San Francisco Sheriff Department staff members b) Training will include four (4) two (2) day Workshops that will cover all necessary topics associated with IT Administrator Training for San Francisco Sheriff Department Staff to perform the following with assistance from Vendor. Additional training may be provided through web conferences if mutually agreed. c) Training Workshops will be conducted onsite at San Francisco Sheriff Department facilities to provide the following: i. Knowledge transfer, training, and documentation to allow in-house City IT staff to easily enhance and support the new system and technologies going forward; ii. Configure the JMS Booking module prototype to business requirements specification iii. Ability to update Prototype per San Francisco Sheriff Department stakeholder feedback. d) Vendor will provide all necessary training and classroom materials.

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, Tyler provides the proprietary Maintenance and Support.

7. **Union Notification:** On 02/24/22, 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 Avenue, 2nd Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49622 - 18/19

DHR Analysis/Recommendation:

04/04/2022

Commission Approval Required

Approved by Civil Service Commission

04/04/2022 DHR Approved for 04/04/2022