



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: May 20th, 2016

To: The Honorable Civil Service Commission

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

From: Joan Lubamersky, ADM
William Lee, ECD
Cynthia Hamada, MTA
Jolie Gines, TIS
Simone Jacques, ASR

Subject: **Personal Services Contracts Approval Request**

This report contains six (6) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

The services proposed by these contracts have been reviewed by Department of Human Resources (DHR) staff to evaluate whether the requesting departments have complied with City policy and procedures regarding PSCs. The proposed PSCs have been posted on the DHR website for seven (7) calendar days. CSC procedures for processing PSCs require that any appeal of these contracts be filed in the office of the CSC, Executive Officer during the posting period.

No timely appeals have been filed regarding the PSCs contained in this report. These proposed PSCs are being submitted to the CSC for ratification/approval.

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources to date:

Total of this Report	YTD Expedited Approvals FY2015-2016	Total for FY2015-2016
\$50,702,000	\$129,061,771	\$3,038,338,068

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General Services Agency
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San Francisco, CA 94102
(415) 554-4859

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Department of Emergency Management
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415-558-3866

Cynthia Hamada
Municipal Transportation Agency
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415-701-5381

Jolie Gines
Technology
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415-581-3974

Simone Jacques
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Modification PSCs

POSTING FOR

June 06, 2016

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

Commission Hearing Date

2016-06-06

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
49312 - 15/16	GENERAL SERVICES AGENCY - CITY ADMIN	\$950,000.00	The contractor will provide consulting services for the modification and customization of Customer Relationship Management (CRM) proprietary software used to manage the City's service requests. When required, vendor services assist City staff extend the functionality of the application while training staff to make additional improvements.	June 1, 2016	May 30, 2019	REGULAR
42376 - 15/16	DEPARTMENT OF EMERGENCY MANAGEMENT	\$950,000.00	Department of Emergency Management (DEM) is seeking a product vendor to replace the current Digital Logging Recorder (DLR) System which was purchased in year 2004 and now is obsolete. Service to be provided by the qualified vendor will include: 1) Design/Configure/Install/Implement a DLR system which meets all mandatory requirements listed in the attached Request For Quote (RFQ); 2) Form a project team to execute/test/cutover the system without disruption of daily operation; 3) Provide warranty/maintenance and technical support after go-live of the system and meet agreed service level agreement.	July 1, 2016	December 31, 2022	REGULAR
44779 - 15/16	DEPARTMENT OF EMERGENCY MANAGEMENT	\$450,000.00	Xybox systems is a manufacturer of proprietary workstation for 9-1-1 call centers. Department of Emergency Management (DEM) purchased the existing workstations in 2008 and need to renew the maintenance service for another 5 years. DEM has currently 42 Xybox workstations installed in use for 24/7/365 with over 200 dispatchers since workstations meet ergonomic functional standards to accommodate a range of dispatchers. The equipment requires adjustments and reconfiguration hourly to suit the ergonomic requirements of various staff members assigned to workstation as well as the business flow. The demands on the workstations require service such as having lifts, cable tray and environmental control units connected to the workstations. Under the new contract, Xybox will furnish parts and dispatch factory trained technician when repairs/replacements are required. The new contract will extend the life of the equipment an additional 5 years. DEM is also in the process of expand the dispatch center with 8 extra positions in year 2017-2018. This contract includes the expansion services with Xybox to cover the expansion need.	June 1, 2016	June 30, 2021	REGULAR
40379 - 15/16	MUNICIPAL TRANSPORTATION AGENCY	\$40,000,000.00	The consultant will provide fareboxes, a Revenue Transfer and Collection System, which includes mobile safes to securely collect and transport revenues, Ancillary Field Equipment for servicing fareboxes when vehicles are in revenue service and not in the divisions, and a Data Collection and Reporting System, to track individual fare transactions and support analyses of farebox revenues. The Transit Vehicle Farebox System (TVFS) project will revamp the San Francisco Municipal Transportation Agency's (SFMTA) cash fare revenue collection system onboard its vehicles.	June 15, 2016	June 14, 2031	REGULAR
42585 - 15/16	GENERAL SERVICES AGENCY - TECHNOLOGY	\$7,500,000.00	The primary objective of this project is to enhance the citywide Web Content Management (WCM) solution to ensure that is both scalable and customizable to address the growing needs of the City's websites	June 20, 2016	June 30, 2021	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			while offering the flexibility required to satisfy City departments' unique needs. The project envisions a qualified pool of web development vendors working with City staff to build custom solutions and enhancing the 100+ City websites created over the years by City departments.			
48921 - 15/16	ASSESSOR / RECORDER	\$852,000.00	<p>The proposed work is a one-time project to</p> <ul style="list-style-type: none"> a. identify Social Security Numbers (SSN) on publicly available official records between 1980 and 1999; b. truncate the first five digits of any SSN found; and c. provide a redacted version of the image for public viewing, and an original, un-redacted version for official City use. <p>The Assessor-Recorder's existing vendor, BMI Imaging Systems, stores and manages electronic images of the Office of the Assessor-Recorder's Official Records from January 1, 1980 through December 31, 1999, using its proprietary Digital Reel website platform. This contract will require the vendor to truncate records from the estimated 7,699,397 images of Official Records for the 20-year period. The scope of work also includes upgrading to the most recent current version of BMI Imaging Systems Digital Reel software, and a re-imaging of the microfilm to improve optical character recognition of various document characteristics including the SSN identification for more accurate truncation. The project is expected to be completed within twelve months.</p>	July 1, 2016	June 30, 2018	REGULAR

TOTAL AMOUNT \$50,702,000

15/16

**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: software upgrade and maintenance

Funding Source: General fund

PSC Duration: 2 years 51 weeks

PSC Amount: \$950,000

1. Description of Work

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

The contractor will provide consulting services for the modification and customization of Customer Relationship Management (CRM) proprietary software used to manage the City's service requests. When required, vendor services assist City staff extend the functionality of the application while training staff to make additional improvements.

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

The City's CRM software handles incoming requests (made by phone, web and mobile devices) and tracks the response to the requests. Annual Software maintenance ensures the City can receive development assistance and includes access to new releases of the software. These upgrades provide needed and requested functionality to departments. Professional services, when necessary, help City staff adapt the software to the City's changing systems, business requirements and technology. Lack of a professional services contract would severely limit the City's ability to correctly respond to public requests and prevent resolving agencies, e.g., the Department of Public Works, the Public Utilities Commission and the Municipal Transportation Agency, from modernizing and improving practices.

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 under contract in the past, utilizing proprietary software.

D. Will the contract(s) be renewed?

Yes. These needs are ongoing. The department plans to do a Request for Proposal (RFP) in the future to review these services and others provided to SF311 under contract, looking at vendor pools and potential new vendors to provide services.

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):

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

B. Explain the qualifying circumstances:

These services must be provided by the vendor as work is to be performed using their proprietary software.

3. **Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Specialized expertise in the implementation of enterprise SF311 Call tracking, integration with knowledge and Geographic Information System (GIS) applications. Web service architecture, business rules, web and java development, database architecture and reporting. Knowledge of proprietary software to provide services.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 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?**

Other departments do not have employees who can work with this proprietary software.

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

A. Explain why civil service classes are not applicable.

Civil services classes do not have the specialized knowledge and experience to work with proprietary software to provides services 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. The technology advances rapidly and City employees would not be able to work on proprietary 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 contact? If so, please explain what that will entail; if not, explain why not.

See attached memorandum

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 contract was created by the Department of Technology and services transferred to SF311

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49312 - 15/16

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 06/06/2016

Civil Service Commission Action:

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Monday, March 21, 2016 5:09 PM
To: Lubamersky, Joan (ADM); richardisen@gmail.com; L21PSCReview@ifpte21.org; Lubamersky, Joan (ADM); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49312 - 15/16

RECEIPT for Union Notification for PSC 49312 - 15/16 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 49312 - 15/16 for \$950,000 for Initial Request services for the period 06/01/2016 – 05/30/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/6608> 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

Lubamersky, Joan (ADM)

From: Camaguey Corvinelli <camaguey@sfmea.com>
Sent: Tuesday, March 22, 2016 4:03 PM
To: Lubamersky, Joan (ADM)
Subject: Re: PSC 49312-15.16

Hi Joan,

I am confirming receipt of the PSC.

Best,

Camaguey Corvinelli
Business Agent, MEA

(415) 989-7244

On Tue, Mar 22, 2016 at 3:59 PM, Lubamersky, Joan (ADM) <

> wrote:

Hello. I just left a voice mail message for you.

Subject PSC was entered in the CCSF PSC system yesterday, and I marked that MEA should receive notice. The system did not send it to MEA.

I have attached a copy of that notice and the Form 1 for the contract.

I am copying DHR on this email so they may advise me if this notice is sufficient.

I would very much appreciate your responding to this email so I may know that you received it.

Please let me know if you have any questions or desire additional information. Email is the best way to reach me.

Thank you very much.

Best regards,

Joan

Joan Lubamersky

General Services Agency-Office of the City Administrator

City Hall

One Carlton B. Goodlett Place, Room 362

San Francisco, CA 94102

Telephone:

Fax:

Additional Attachment(s)



OFFICE OF THE
CITY ADMINISTRATOR



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

March 21, 2016

MEMORANDUM

TO: Department of Human Resources
FROM: *Joan Lubamersky*
Joan Lubamersky, Contract Coordinator
SUBJ: Training Memorandum, PSC 49312-15/16

Training provided will be to these employees in the areas described. 16 hours each.

IS Business Analyst Principal Class 1054 (1) and Principal Business Analyst Class 1052 (3):

- Overall administration and configuration of the CRM system
- Configure eforms (web, internal, online forms)
- Configuration Studio
- Code migration between environments
- Content/knowledgebase article creation
- Use of new/existing Business Intelligence reports

Engineer Principal Class 1044 (1):

- Overall administration and configuration of the CRM system and database
- Business Intelligence Report creation
- ETL (extract transform load)
- SQL database views/stored procedures
- Restart services for CRM and knowledgebase
- Backups and restore of critical files (disaster recovery)

Programmer Analyst Senior Class 1063 (1) and IS Programmer Analyst Class 1062 (1):

- Middleware integration update changes for CRM system
- Use of web services to insert and manipulate data within the CRM
- Integrate 3rd party systems

Manager II Class 0922 (1):

- Train the trainer sessions on CRM and KB changes as part of the upgrade
- Differences between the java client vs. web client
- Online forms and workflow differences
- Usage of the knowledgebase including filtering options

Meeting Information

PSC 4014 -
06/07

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MINUTES

Regular Meeting
August 7, 2006

2:00 p.m.
ROOM 400, CITY HALL
1 Dr. Carlton B. Goodlett Place

CALL TO ORDER	
2:00 p.m.	
ROLL CALL	
President Linda F. Richardson	Present
Vice President Thomas T. Ng	Present
Commissioner Alicia D. Becerril	Present
Commissioner Donald A. Casper	Present (Arrived at 2:25 p.m. Missed Items 1-8; 10, 11, 14 and 15)
Commissioner Morgan R. Gorrone	Present
President Linda F. Richardson presided.	
PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA	
Yvonne Martinez, SEIU Local 790 and Jacquie Hale, Department of Public Health spoke on PSC #2011-04/05.	
APPROVAL OF MINUTES	
NOTE:	The Commission voted to recuse Commissioner Thomas Ng as he was not present for the entire meeting on July 17, 2006. (Vote of 3 to 0)
Regular Meeting of July 17, 2006	
Action:	Approve as amended. (Vote of 3 to 0)

0467-06-8 **Review of request for approval of proposed personal services contracts.**
(Item No. 5)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4012-06/07	Public Health-Community Health Network	\$200,000	Will provide as-needed and after-hours security guard services and as-needed guard/driver services for the Community Health Network.	Regular	06/30/08

	July 17, 2006:	Postpone to the meeting of August 7, 2006 at the request of SEIU Local 790.
	Speakers:	Robert Thomas, Department of Public Health Ed Warshauer, SEIU Local 790
	Action:	Adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser. The Commission will review after one year. (Vote of 4 to 0)

0500-06-8 **Review of request for approval of proposed personal services contracts.**
(Item No. 6)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
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4014-06/07	Tele-communications & Information Services	\$2,600,000	Will modify and customize the Customer Relationship Management (CRM) Software, and integrate with departmental systems.	Regular	07/31/07
4015-06/07	Administrative Services - Office of Contract Administration	\$5,000,000	Will provide structural pest control work for City facilities, including inspections of buildings, recommendations for pest prevention, use of various mechanical, physical, and chemical controls, and monitoring of pest populations.	Regular	12/31/10
4016-06/07	Public Works	\$4,200,000	Will perform as-needed environmental assessments and studies that may be required to assist in the completion of capital improvement projects; assist the City to negotiate with regulatory agencies; and prepare risk assessments and management reports.	Regular	08/30/11
4017-06/07	Public Utilities Commission	\$350,000	Will provide Watershed Planning Services to develop a plan that will reach consent as to the current and future uses of the Lake Merced Watershed and make recommendations for the long-term sustainable management of a healthy urban watershed.	Regular	08/31/08
4018-06/07 Over to 8/21/06	Department of Children, Youth, & Families	Increase Amount \$15,000 New Amount \$65,000	Will support the SafeStart Initiative by participating as a member of the initiative Advisory Council and attending its meetings, assist in the preparation of SafeStart training materials, provide technical assistance, training, and consultation.	Regular	06/30/07
4019-06/07	Public Health	Increase Amount \$100,000 New Amount \$149,000	Will provide specialized hazardous materials handling including Chemical, Biological, Radiological and Nuclear training for Hospital based clinical providers in San Francisco.	Regular	12/31/07
2011-04/05 Over to 8/21/06	Public Health	Increase Amount \$12,600,000 New Amount \$16,000,000	Will provide TB/STD related diagnosis, monitoring, treatment, patient prevention education, community support, training/technical assistance, and drug studies. These services will be provided to residents of the City and County of San Francisco.	Continuing	06/30/09
4099-02/03	Municipal Transportation Agency	Increase Amount \$17,176,492 New Amount \$29,800,000	Will conduct Phase II of the Third Street Light Rail Transit Project, New Central Subway (NCS), consisting of a 1.7 mile extension of the Initial Operating Segment (IOS) north of King Street on Fourth Street and Stockton Street.	Regular	02/28/08
4015-05/06	Emergency Communications	Increase Amount \$1,541,000 New Amount \$3,441,000	Will prepare a San Francisco Bay Regional Emergency Coordination Plan, Standard Operation Procedures, a training plan and curriculum, and regional exercises to test and refine the Regional Emergency Coordination Plan.	Regular	09/30/07

Speakers:	Yvonne Martinez, SEIU Local 790 and Jacquie Hale, Department of Public Health spoke on PSC #2011-04/05.
Action:	<ol style="list-style-type: none"> (1) Postpone PSC #4018-06/07 to the meeting of August 21, 2006 at the request of the Department of Children, Youth, and Their Families. (Vote of 4 to 0) (2) Postpone PSC #2011-04/05 to the meeting of August 21, 2006 at the request of SEIU Local 790. (Vote of 4 to 0) (3) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

0502-06-1 Survey of Monthly Rates Paid to Police Officers and Firefighters in all Cities of 350,000 or more in the State of California. (Item No. 7)

Speakers: Rich David, Department of Human Resources.

Action: Adopt the report. Transmit rates to the Retirement System in accordance with Charter Section A8.590.1-A8.590.7; Provide report to the Board of Supervisors. (Vote of 4 to 0)

0723-05-2 San Francisco Fire Department Semi-Annual Report regarding Class H - 3 Level II Paramedic and SFFD EMS Reconfiguration. (Item No. 8)

February 6, 2006: Adopt the report. Sustain the decision of the Human Resources Director. Deny the appeal by Jonathan Meade (Local 790). The Department of Human Resources will submit semi-annual reports to the Commission.

Speakers: Larry Bradshaw, H - 1 Paramedic
Lorrie Beth Slonsky, Retired H - 1 Paramedic/
Editor Gurney Gazette
Ed Warshauer, SEIU Local 790

Action: Adopt report. (Vote of 4 to 0)

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: Digital Logging Recorder (DLR) System Replacement and Professional Services

Funding Source: Operating Budget

PSC Amount: \$950,000

PSC Est. Start Date: 07/01/2016

PSC Est. End Date 12/31/2022

1. Description of Work

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

Department of Emergency Management (DEM) is seeking a product vendor to replace the current Digital Logging Recorder (DLR) System which was purchased in year 2004 and now is obsolete. Service to be provided by the qualified vendor will include: 1) Design/Configure/Install/Implement a DLR system which meets all mandatory requirements listed in the attached Request For Quote (RFQ); 2) Form a project team to execute/test/cutover the system without disruption of daily operation; 3) Provide warranty/maintenance and technical support after go-live of the system and meet agreed service level agreement.

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

The existing DLR system which is NICE system is at the end of its life. With the next generation phone and radio systems, DEM will need to upgrade/enhance the existing DLR system in order to take advantages of new technology and latest products on the market to better serve the business. Denying of this request would be detrimental to the Department/City's capability as a Public Safety Agency.

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

The current system was procured in year 2004 via a Request For Proposal (RFP) process. NICE system was selected and has been in use since then.

D. Will the contract(s) be renewed?

Maybe. Based on the lifespan of the current NICE system, we may need to extend the maintenance and support agreement with the selected product vendor.

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.

See attached.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This is a short-term project for the selected vendor to install the qualified product and train City staff to operate.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Design/Configure/Install/Implement of a commercial DLR system which meets all requirements listed in the RFQ.
- 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:
Contractor will provide parts (Servers, Proprietary Software Product, Logger Equipment and Warranty) and services(Project Management, Backend Technical Support, system upgrade/enhancement)

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

By working with other City departments, DEM knows there was no department provide this type of product as well as services to 9-1-1 business.

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

- A. Explain why civil service classes are not applicable.
This type of design and service work is not available under a civil service classification. And in general backend tier 2 technical support of software is provided by the software vendor.
- 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 type of knowledge in general would be possessed by the software vendor (or their partners)

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.
Vendor will provide two levels of trainings to City staff. One is technical administrator training which will train IT staff to manage/operate/maintain the software system as well as associated hardware. The other is the end user training to dispatchers use on how to use the system daily. The technical training may take 3-5 days and end user training 1-2 days depending on the system selected.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 04/08/2016, 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# 42376 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2016

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: Choi, Suzanne (HRD)
Sent: Friday, April 08, 2016 4:13 PM
To: Chan, Sandy (ECD)
Cc: DHR-PSCCoordinator, DHR (HRD)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 42376 - 15/16

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of william.lee@sfgov.org
Sent: Thursday, April 07, 2016 11:44 AM
To: Lee, William (ECD) <william.lee@sfgov.org>; amakayan@ifpte21.org; jb@local16.org; Lopez-Barrios, Ricardo (PDR) <ricardo.lopez@sfgov.org>; Basconcillo, Katherine (PUC) <kbasconcillo@sfgwater.org>; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA) (DSS) <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; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Chen, Jun (ECD) <jun.chen@sfgov.org>; Isen, Richard (TIS) <richard.isen@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Receipt of Notice for new PCS over \$100K PSC # 42376 - 15/16

RECEIPT for Union Notification for PSC 42376 - 15/16 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 42376 - 15/16 for \$950,000 for Initial Request services for the period 07/01/2016 – 12/31/2022. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/6562> 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)



Edwin M. Lee
Mayor

Department of Emergency Management
1011 Turk Street, San Francisco, CA 94102

Division of Emergency Communications
Phone: (415) 558-3800 Fax: (415) 558-3843

Division of Emergency Services
Phone: (415) 487-5000 Fax: (415) 487-5043



Anne Kronenberg
Executive Director

MEMORANDUM

TO: Suzanne Choi, DHR PSC Coordinator
Department of Human Resources

FROM: Jun Chen, Manager, PMO
Department of Emergency Management

DATE: April 5, 2016

RE: PSC Duration for over 5 Years – NICE DLR System Replacement

The Department of Emergency Management (DEM) has submitted a PSC request (#42376-15/16) for Digital Logging Recorder (DLR) System Replacement Project to replace the current obsolete NICE recording system.

DEM provides 911 emergency and non-emergency Police, Fire and emergency medical call taking and dispatch services for the City and County of San Francisco. As a public safety agency, DEM is currently equipped with 48 work stations in the call center which are in operation on a 24x7x365 basis and all 9-1-1 calls and radio communication are required to be recorded in real time fashion for call analysis and legal service when needed. The current NICE Recording system was purchased/installed in year 2004 and now is near the end of life. Based on past experiences, this type of replacement project will require about a year to go through the implementation process, including design, configuration, testing, training, go-live, and acceptance stages and afterward at least 5 years of maintenance and technical support to ensure continuity of business and operation.

Given the consideration of the above plan, DEM is requesting that the duration of this PSC request be allowed for six (6) years in order to allow planning and implementation of the replacement project.

If you have any questions regarding this matter, please feel free to contact me at 415-558-3890.

City and County of San Francisco

Request for Quote

Digital Logging Recorder System



Date issued:	April 5, 2016
Written Question Submission due:	April 15, 2016, 5p.m.
Answers to Questions posting date:	April 21, 2016, 5p.m.
Proposal due:	May 12, 2016 5p.m.

Request for Quote for Digital Logging Recorder

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Appendices:

- A. DLR System Requirement Matrix
- B. Format for Submitting Cost Proposal

**Request for Quote for
Digital Logging Recorder System Replacement Project**

I. Introduction and Schedule

A. General

Department of Emergency Management (DEM) is soliciting bids for a Digital Logging Recorder (DLR) system to be installed at 1011 Turk Street, San Francisco, CA.

DEM is the primary Public Safety Answering Point (PSAP) in the City and County of San Francisco. DEM is responsible for receiving and dispatching emergency E911 calls for Police and Fire/EMS services. In addition, DEM is responsible for receiving and dispatching certain non-emergency calls for service such as Metropolitan Transportation Agency (MTA) and 311, potentially more in the future.

The PSAP is equipped with 38 supervisors, dispatchers, and call taker positions, as well as 4 positions in the training room, receives approximately about 600,000 9-1-1 calls and the equivalent amount non-emergency telephone calls per year and processes over 200 calls during busy hours; almost 80% of the calls are from wireless devices and less than 5% from Voice over Internet Protocol (VoIP) devices. Also the center processes approximately 380,992 Radio transmissions per month over talkgroups monitored by DEM. DEM processes approximately 700 requests for recordings per month.

The contract shall have an original term of six(6) years. In addition, the City shall have two (2) options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion.

B. Current Environment and Configuration

The DLR system will replace the existing NICE NL-2000 Logging Recording system and will be installed at the Combined Emergency Communications Center (CECC) at 1011 Turk St. It will record all inbound and outbound telephone conversations of the DEM call takers and dispatchers. In addition, it will record all voice conversation between the DEM dispatchers and the field units/stations officers over the Citywide Emergency Radio System (CERS). The DLR system will also record the date and time associated with each conversation. The primary purpose of the DLR system is to record and follow the conversations of outside callers and radio traffic with DEM operators for accountable actions for future use.

Radio traffic is recorded by channel, talkgroup, and position (selected audio only). Telephone traffic is recorded at the trunk and at the operator position. All audio is duplicated and stored in physically separate storage areas as described below.

Audio flow for radio traffic:

- Radio traffic is routed from the Twin Peaks site to the PSAP radio demarcation point
- The radio traffic is routed from the demarcation point to the channelization bank
- From the channelization bank, the traffic to be recorded is routed to the NICE block
- Radio traffic also is routed to the individual radio console positions at the dispatch workstations, where selected audio is picked up and routed to the NICE logger

Audio flow for telephone traffic:

- The NICE logging recorder currently receives audio from the Intrado Lifeline 100 9-1-1 telephone system from the line side (9-1-1 trunks, 10-digit emergency lines, and 30 administrative lines), as well as from the 42 dispatch positions. 9-1-1 calls are routed via 9-1-1 trunks to the PSAP's 9-1-1 trunk demarcation point
- For recording, the 9-1-1 traffic is routed to the NICE block
- The 9-1-1 call traffic is routed from the NICE block to the NICE logger

Audio storage flow for radio and phone:

- Upon receipt of audio, the audio is immediately stored on the NICE logger. The audio is simultaneously stored to a digital audio tape (DAT) drive integrated with each NICE logging recorder. When the DAT is full, an alert is sent to the administrator to change the tape
- After 10 minutes, the audio is stored on both the NICE logger and the long-term storage area network (SAN) unit
- After 30 days, the audio no longer is available on the logger and only is available on the SAN
- After three years, the audio no longer is available on the SAN. The disk space is made available to be overwritten
- Once no longer available on long-term storage, there is no further record of the audio unless specific audio is written to removable media

Overall, the current DLR system records contents listed in the below table:

<u>Content</u>	<u>Number</u>
Talkgroups	xx
Radio Positions	xx
Phone Trunks	xx
PRI	xx
Phone positions	xx

The diagram in Figure 1 below shows a high-level view of the system design. The blocks labeled "Core Switch 1 and 2" refers to a Brocade network switch that provides connectivity for the logging components. The blocks labeled "Logger L2 switch" represent the NICE NL-2000 recording system. Finally, computers shown at the bottom of the diagram and labeled "Multiple server network interfaces for redundancy and load balancing" represent a Hewlett-Packard (HP) StorageWorks P2000 G3 direct attached storage (DAS) network array data storage system.

The existing equipment room has ample space and power for the new logging system. During transition there can be no interruption to live recording, which necessitates keeping the legacy logger online until such time as it can be decommissioned. It also is common for agencies to maintain legacy loggers for an extended period of time post-transition for the purpose of retrieving original recordings that must be held for court cases, subpoenas, and other legal proceedings. The space and power required to sustain two DLR systems can likely be supported in the current equipment room; however, during requirements definition for the new DLR, explicit space and power requirements must be defined.

Each dispatching position has an Eventide radio playback recorder. Positions also have a separate telephone playback device through the Positron intelligent workstation.

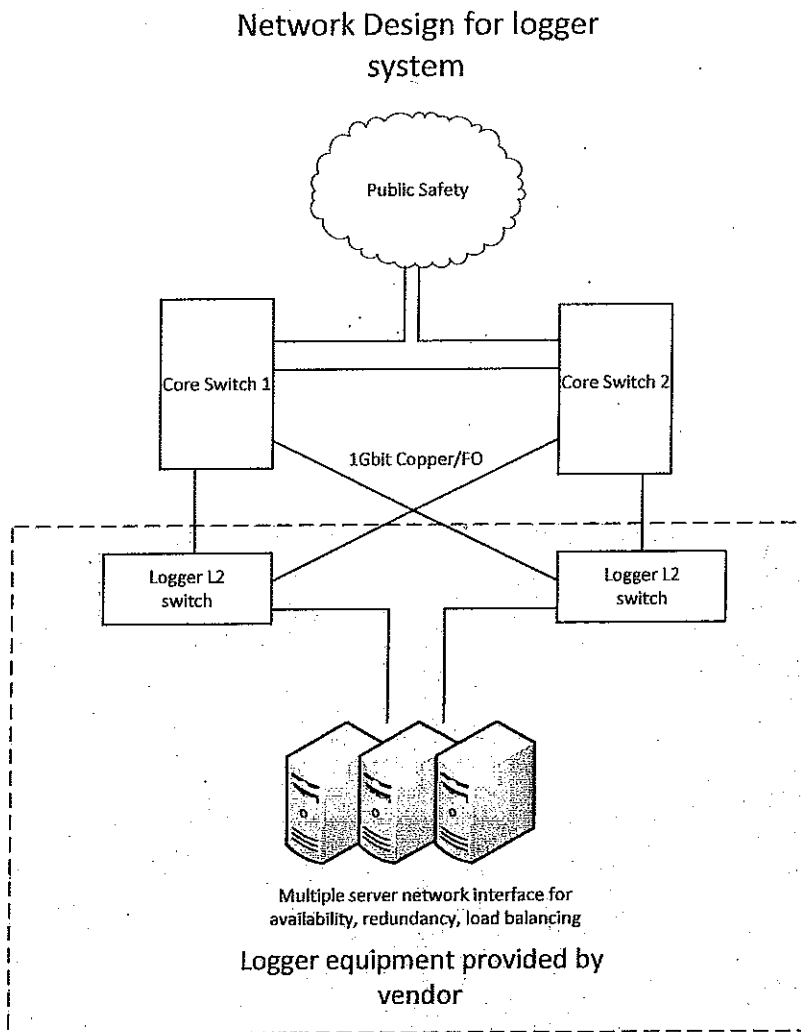


Figure 1 – Network Diagram for the Logger System

Metadata is not currently captured from the radio system. However, the logger captures limited metadata from the Intrado call-handling system as follows:

- Automatic Number Identification/Automatic Location Identification (ANI/ALI), but not in the same format as the computer-aided dispatch (CAD) system
- Date
- Time
- Console identification (ID)
- Computer telephone integration (CTI) phone data captured using NICE Universe

All dispatch positions have an Avaya backup telephone set to be used when the 9-1-1 system fails. These telephones are connected to the on-site City private branch exchange (PBX) and activated automatically when all 9-1-1 trunks are put in failed mode by the PSAP. In failed mode, all 9-1-1 trunks, emergency, and non-emergency calls are forwarded to the City PBX. Calls received via the City PBX are not recorded.

During the normal course of business, the Custodian of Records must redact portions or all of an audio file in order to comply with an order of the court, or create a copy of an audio file that pertains to a specific event. Presently, a third-party application, Exact Audio Copy, is utilized for these functions. Ideally, the new logging system will provide an integrated redaction feature.

1. Integrated QA/QI

SFDEM has a quality improvement (QI) program in place. Each dispatcher is reviewed monthly based on established categories of performance, fire/medical protocols, knowledge, and interpersonal skills. The paper form is completed by hand for each evaluation. The target established by SFDEM is to review three (3) percent of all calls annually. The QI evaluators listen to between 30 and 60 minutes of calls per dispatcher per month. The evaluators prefer live monitoring of calls, although recordings are used if necessary.

For fire/medical, the AQUA™ (advanced quality assurance) program is utilized by the evaluator, which is a QI companion software package to Priority Dispatch's ProQA™ platform. The fire/medical evaluator reviews every dispatcher on two medical calls and one fire call each month, again based on about 60 minutes of telephone and radio traffic.

Quality assurance (QA)/QI modules are available as an integrated component of modern logger software. The module enables the evaluator to retrieve and/or monitor operator activity in a more effective manner. An integrated QI module should give users the ability to customize QA forms and perform scoring online, which can then be shared electronically with authorized stakeholders. Evaluation tools should include the capability to include all facets of media, including screen capture.

2. CAD System

DEM presently is deployed with TriTech Command CAD v2.9. Interface DLR system to CAD system is not currently in place. The new DLR system may include functions ranging from simple association of recorded media to CAD incident numbers or comprehensive recording of screen activity.

3. NG9-1-1 Phone System

DEM is also in the process of migrating to an Intrado VIPER call-handling system capable of supporting the industry's migratory path to NG9-1-1. Intrado Power 9-1-1 and Power MIS systems have been selected and is currently under implementation with tentative cutover planned around late fall of 2016.

4. Motorola Radio

DEM currently is deployed with Motorola ASTRO 25 release 7.7 and records talkgroup audio and console select audio only as analog input. There is a current radio procurement project but due to the timing of implementation, the proposed DLR will have to interface to the current system and accommodate future integration with the new Motorola P25 Phase 2 system around 2018.

There is a desire for the DLR solution to incorporate metadata from a selected radio provider, i.e. Motorola Air Traffic Information Access (ATIA) or comparable data from other industry radio vendors.

The system must be capable of logging up to 384 audio sources for radio.

C. Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFQ is issued by the DEM	April 5, 2016 _____
Deadline for submission of written questions or requests for clarification	April 15, 2016 _____
Answers to be posted on City's website:	April 21, 2016 _____
Proposals due	May 12, 2016 _____
Vendor Selected	around June 15, 2016

II. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. At a minimum, the new system shall include all existing functionality of the current NICE Logging Recorder system.

A. Vendor Tasks and Responsibilities

The selected vendor shall perform the following tasks:

a) Appoint a Project Manager (PM) as the primary interface to the City. The PM shall be available via cell phone from contract award through Final Acceptance. For times when the PM is unavailable, the vendor shall identify an alternate contact.

b) Deliver the final design documentations/implementation plan with 30 days of contract award. The final Design Documentation shall include a minimum a detailed list of all equipment to be procured, description of how the equipment is to be installed and configured, channel plan showing which recording channels are to be recorded on each recording module, list of all documentation to be provided to the City, and description of all external interface connections to DLR system.

c) Deliver the detailed Project Schedule with 30 days of contract award. The detailed Project Schedule shall be an expansion of the of preliminary Project Schedule and shall identify specific dates for significant project activities.

d) Deliver the Acceptance Test Plan (ATP) within 60 days of contract award which provides a method for testing, validating, and documenting all DLR system requirements contained in this document.

e) Procure all necessary hardware, software, and services for a fully functional system.

f) Install all equipment to meet UBC zone 4 seismic requirements for essential facilities.

g) Setup and configure all necessary equipment to provide a fully functional turn-key system.

h) Connect DLR system in parallel with existing NICE system so as to provide no degradation or interruption to the existing recording capabilities.

i) Provide a complete channel map (e.g. excel spreadsheet) showing installed connection of recording channels to recording modules with the following fields as minimum: source, name or alias, description, record mode, source, recorder #, recorder channel, punchblock #, punch block pin #s , and redundant recorder #.

j) Conduct acceptance testing as required and provide testing documentations to the City for approval. Acceptance testing shall involve two phases: a pre-test by the vendor to validate all functions contained in the ATP (provide the initials of contract personnel conducting the test) and a City-witnesses test that validates all functions contained in the ATP.

k) Provide technical training (and technical manuals) on site at the CECC for up to 10 people.

l) Provide user training (with user manuals) on site at the CECC for up to 12 people.

m) Disconnect/remove the existing NICE equipment within three (3) months after Final Acceptance.

n) Under Warranty, provide 24/hour/365 day telephone(technical) support form System Cutover and continuing until one year after Final Acceptance.

o) Under Warranty, provide (1) 24 hour/365 day on-site technical support to include parts and labor require maintaining 100% system operation from System Cutover and continuing until one year after Final Acceptance and (2) free installation and configuration of software updates and bug fixes. On-site response time for Priority 1 system failures shall not exceed 4 hours. A priority 1 system failure is defined as any malfunction which cause a loss of continuous recording, archiving, or call record retrieval capability on multiple channels or positions.

p) Provide the option to purchase up to seven (7) years of additional 24 hour /365 day on site technical support equivalent to that provided under the Warranty agreement.

For all documentation or submittals delivered to the City, the City will have ten (10) business days to review and accept/reject the documentation. If the documentation is rejected, the Vendor will have 10 business days to make corrections and resubmit. Under no circumstances shall the vendor be given an extension of the Project Schedule due to rejected documentation.

B. City Tasks and Responsibilities

The City will perform the following tasks:

- a) Appoint a Project Manager as the primary interface to the vendor.
- b) Provide site access and access to existing documentation as requested.
- c) Review and provide comments to add/or approve vendor's submittals within 10 business days of submission.
- d) Provide floor space in an existing air-conditioned equipment room for recorder equipment installation up to two (2) cabinets with 2 20A circuits each.
- e) Provide desktop space for installation of playback workstations in separate room(s) from the recorder equipment.
- f) Provide 110V AC UPS power outlets within 6 feet of installation location at standard 3-prong power receptacles.
- g) Provide CAT-6 cabling for interconnection of playback workstation components within the CECC.
- h) Provide punchblocks in the equipment room for connection of the selected vendor's equipment to the Digital and Analog audio circuits.
- i) Assign personnel to participate in Acceptance testing.
- j) Provide certification to the vendor that DLR system delivery, installation, and configuration is completed sufficient to allow commencement of acceptance testing.
- k) Provide Final Acceptance Certificate to the vendor upon satisfactory completion of all project activities including but not limited to:
 - a. Delivery, installation, and configuration of all DLR system hardware and software.
 - b. Delivery of all system documentation.

c. Delivery of all user and technical manuals.

d. Completion of acceptance testing.

e. Commencement of Warranty support.

l) Provide payment of all approved invoices within 30 days of receipt by the City's Project Manager.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 5:00 p.m., on May 12, 2016. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with Sheriff at the front desk at 1011 Turk Street or mailed to:

SFDEM Project Management Office
1011 Turk St. CA, San Francisco 94102

Proposers shall submit seven (7) copies of the proposal and two copies, separately bound, of required CMD Forms in a sealed envelope clearly marked **SFDEM DLR** to the above location. A copy of email submission is required and the email address to be sent to is jun.chen@sfgov.org. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

B. Format

The department will place proposals in three-ring binders for the review panel. Please use three-hole recycled paper, print double-sided to the maximum extent practical, and bind the proposal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).

If your response is lengthy, please include a Table of Contents.

You must also submit an electronic version of the proposal.

C. Required Content

Firms interested in responding to this RFQ must submit the following information, in the order specified below:

a) Introduction and Executive Summary (up to [2] pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

b) Project Approach (up to [5] pages)

Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Assignment of work within your firm's work team.

c) Firm Qualifications (up to [5] pages)

Provide information on your firm's background and qualifications which addresses the following:

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. A description of not more than four projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or subconsultants are proposed provide the above information for each. Bids will not be accepted from companies that have been in this business less than 5 years.

d) Team Qualifications (up to [10] pages)

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

e) References (up to [5] pages)

Provide references for the lead consulting firm, lead project manager, and all subconsultants, including the name, address, contact person with title, and telephone number, system model and version, Final Acceptance Date, Number of recording channels, Number of playback workstations, Total System Storage Capacity of at least five(5) but no more than five (5) recent clients (preferably other public safety agencies with the similar size and requirements).

f) Fee Proposal

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

Please provide a fee proposal in the format as defined in Appendix B as the detailed itemized cost and all three (3) forms defined by OCA (Form 1 for product, Form 2 for professional services, and Form 3 for maintenance and technical support as the summary) in a sealed envelope that includes the following:

- a. Total fee for each of the disciplines identified in the Scope of Work with a not-to- exceed figure;
- b. Cost for each optional functions not included in the base product, and
- c. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

g) Project Schedule

The vendor shall provide a preliminary Project Schedule that shows all significant activities from Contract Award through Final Acceptance. The City requires maximum six-month duration from Contract Award through Cutover. At a minimum, the preliminary Project schedule shall contain the following activities:

- a. Project kickoff
- b. Detailed system design phase

- c. Equipment delivery
- d. Equipment installation
- e. Acceptance testing (minimum four-week period)
- f. Parallel operations with no Priority 1 system failures (minimum four-week period)
- g. DLR system cutover
- h. Final Acceptance
- i. Decommissioning/removal of existing NICE System with data converted if possible.

h) Response to the System Requirement Matrix

a. Vendor shall use the format defined in Appendix A and respond all rows in column D indicating whether complied or not and/or column E explaining how the system functions per the requirement. Please note, if the vendor will be selected, this response will be part of the part of the Contract. A soft copy of excel spreadsheet with your response will required to be sent as part of your submission in email as indicated in section III.A.

i) Additional Information

- a. Sample copies of the user and technical manuals
- b. Description of the DLR system redundancy design as well as the backup, recovery and failover plan. The redundancy design shall demonstrate compliance with fault the tolerance requirements in Appendix A.
- c. Detailed listing of the recommended spare parts which would be provided under Appendix A.
- d. Detailed description of the Vendor's Dispatcher Assessment (QA) software (if available)
- e. Standard Service Level Agreement (SLA) for after cutover Maintenance and Technical Support

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

Minimum experience and qualifications requirements for submitting proposals include:

1. The DLR system proposed must have all the features described in Appendix A the system requirement list.
2. The bidder must have been in the business of supplying public safety logging recorder systems for at least five recent consecutive five (5) years as well as installation in PSAPs with similar size of SFDEM.
3. Bids must meet all the submission requirement in Section V.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in both business and technical areas. The City intends to evaluate the proposals generally in accordance with the criteria itemized below in three (3) categories: Company Qualification, Production Evaluation and Cost Evaluation. Each has up to 50 points resulted the overall total score 150. Up to five (5) of the firms with the highest scoring proposals will be interviewed by the committee to make the final selection.

1. For Company Qualification:

- a) **Project Approach ([10] points)**
 - a. Understanding of the project and the tasks to be performed, etc.
 - b. Reasonableness of work schedule and fee proposal.
- b) **Assigned Project Staff ([10] points)**
 - a. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person; and
 - b. Professional qualifications and education; and
 - c. Workload, staff availability and accessibility.
- c) **Experience of Firm and Subconsultants ([10] points)**
 - a. Expertise of the firm and subconsultants in the fields necessary to complete the tasks; and
 - b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
 - c. Experience with similar projects; and
 - d. Results of reference checks.
- d) **Oral Interview ([20] points)**

Following the evaluation of the written proposals, Up to five (5) proposers receiving the highest scores will be invited to an oral interview. The interview will consist of standard questions asked of each proposer.

2. For Product Evaluation:

As required in Section III.C.h, Reponse to Append D will be evaluated. Points will be awarded as follows:

Mandatory Requirements	40 points
Enhancement & Optional Requirements	10 points
Total Available:	50 points

3. For Cost Evaluation:

The vendor with the lowest system price that provides all the required features will be awarded 50 points. Other vendors will be awarded less than 50 points in an amount proportional to how much higher their bid price is in comparison to the lowest bidder. i.e.:

$$\text{Lowest bid price} / \text{Price being scored} \times 50 \text{ points} = \text{Score}$$

Example:

$$\$10,000 / \$12,000 \times 50 \text{ points} = 42 \text{ points.}$$

V. Pre-proposal Questions and Answers (Q&A) and Contract award

A. Pre-Proposal Q&A

Proposers are encouraged to submit questions or request of clarification of this RFQ in written format via email to jun.chen@sfgov.org no later than April 15. All questions will be addressed in written format and posted on this website no later than April 21. It is proposer's responsibility to check the website timely to get updated information, change notices as well answers to questions submitted by all proposers.

B. Contract Award

The **DEM** will issue a Notice of Intent to the vendor with the highest score and shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the **DEM**, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFQ

Proposers are responsible for reviewing all portions of this RFQ. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFQ

Inquiries regarding the RFQ and all oral notifications of an intent to request written modification or clarification of the RFQ, must be directed via email to:

Jun.chen@sfgov.org

C. Objections to RFQ Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFQ, the proposer must, not more than ten calendar days after the RFQ is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The Department may modify the RFQ, prior to the proposal due date, by issuing Bid Addendum(s), which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department 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 Bid Addendum(s).

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFQ or excuse the vendor from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Submissions of the RFQ will become the property of the City and may be used by the City in any way deemed appropriate.

I. Reservations of Rights by the City

The issuance of this RFQ does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

- a) Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- b) Reject any or all proposals;
- c) Reissue a Request for Proposals;
- d) Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the proposals;
- e) Procure any materials, equipment or services specified in this RFQ by any other means; or
- f) Determine that no project will be pursued.

Appendix A

DLR System Requirement Matrix

See attached excel spreadsheet titled:

Legend:

M: Mandatory

E: Enhancement function

O: Optional function

**Appendix B
Format of Cost Proposal**

See attached spreadsheet titled as Appendix B DLR Cost Proposal Format

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: Maintenance/Warranty and Professional Services

Funding Source: Operating Budget

PSC Amount: \$450,000

PSC Est. Start Date: 06/01/2016 PSC Est. End Date 06/30/2021

1. Description of Work

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

XybiX systems is a manufacturer of proprietary workstation for 9-1-1 call centers. Department of Emergency Management (DEM) purchased the existing workstations in 2008 and need to renew the maintenance service for another 5 years. DEM has currently 42 XybiX workstations installed in use for 24/7/365 with over 200 dispatchers since workstations meet ergonomic functional standards to accommodate a range of dispatchers. The equipment requires adjustments and reconfiguration hourly to suit the ergonomic requirements of various staff members assigned to workstation as well as the business flow. The demands on the workstations require service such as having lifts, cable tray and environmental control units connected to the workstations. Under the new contract, XybiX will furnish parts and dispatch factory trained technician when repairs/replacements are required. The new contract will extend the life of the equipment an additional 5 years.

DEM is also in the process of expand the dispatch center with 8 extra positions in year 2017-2018. This contract includes the expansion services with XybiX to cover the expansion need.

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

XybiX workstations are manufacturer specific to meet the demands of a 9-1-1 dispatch center providing dispatchers with automatic height adjustable lifts whether sitting or standing. Workstations also provide environmental temperature control with built in filtering to mitigate dust and individual lighting control. DEM answers over 3000 calls daily with a minimum staffing of 30 dispatchers, supervisors and watch coordinators per shift. It is imperative that all workstations be fully operational for a Public Safety emergency event. The service contract will guarantee delivery of parts and service need to ensure operation of the 9-1-1 call center.

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

The original bid/award was issued in 02/2008 under blanket PO BPED08000010 which included extended warranty service for additional 4 years with expiration 02/2013. DEM purchased annual maintenance service via individual contract with XybiX for year 2013-2016. The current maintenance contract will be expired on 06/30/2016.

D. Will the contract(s) be renewed?

It may not since DEM plans to issue a Request for Proposal (RFP) to replace the entire workstations for the 9-1-1 call center around 2018-2019.

**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.
see attachment**

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:

As described in part 2 of this request, the work defined in this contract can not be performed by any civil service classification.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Manufacturer's certification for service technician.

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:
Contractor will provide parts and services needed to maintain existing workstations in DEM's 9-1-1 call center.

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

This type of design and service work is not available under a civil service classification.

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

A. Explain why civil service classes are not applicable.

Due to proprietary nature of the workstations being purchased by the City, civil service classes will not be able to perform warranty and maintenance services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This is warranty/maintenance services for the product designed and implemented by 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.
This is proprietary work which will not be available for Civil Service employees to be trained. Therefore, there is no training was included in the original 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 03/29/2016, 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 St. San Francisco, CA, 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44779 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2016

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org
To: [RECEIPT for Union Notification for PSC 44779 - 15/16 more than \\$100k](mailto:Lee,William(ECD);amakayan@ifpte21.org;jb@local16.org;Lopez-Barrios,Ricardo(PDR);Basconcillo,Katherine(PUC);Sandeep.lal@seiu1021.me;pcamarillo_seiu@sbcglobal.net;Carey.dall@seiu1021.org;richardisen@gmail.com;Wendy.Frigillana@seiu1021.org;pscreview@seiu1021.org;joe.brenner@seiu1021.org;agonzalez@iam1414.org;ted.zarzecki@seiu1021.net;leah.berlanga@seiu1021.org;gail@sfflocal798.org;cityworker@sfcwu.org;davidmkersten@gmail.com;djohnson@nccmialocal300.org;hodlocal@parbell.net;ahlood@cirseiu.org;pkarinen@nccrc.org;tony@dc16.us;stevek@bac3-ca.org;xiumin.li@seiu1021.org;Poon.Sin.Yee(HSA)(DSS);smcgarry@nccrc.org;rmitchell@twusf.org;grojo@local39.org;jduritz@uapd.com;staff@sfmea.com;mike@dc16.us;khughes@ibew6.org;L21PSCReview@ifpte21.org;sfsmsa@gmail.com;mshelley@dc16.us;david.canham@seiu1021.org;jtanner940@aol.com;Larry.Bradshaw@seiu1021.org;L21PSCReview@ifpte21.org;LIUNA.local261@gmail.com;local200twu@sbcglobal.net;speedy4864@aol.com;camaguey@sfmea.com;ecdemvoter@aol.com;tiva.thlang@seiu1021.org;Chen,Jun(ECD);Isen,Richard(TIS);DHR-PSCCoordinator,DHR(HRD)
Subject: Receipt of Notice for new PCS over $100K PSC # 44779 - 15/16
Date: Tuesday, March 29, 2016 10:50:23 AM</p><hr/></div><div data-bbox=)

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 44779 - 15/16 for \$450,000 for Initial Request services for the period 06/01/2016 -- 06/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/6166> 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)



Edwin M. Lee
Mayor

Department of Emergency Management
1011 Turk Street, San Francisco, CA 94102

Division of Emergency Communications
Phone: (415) 558-3800 Fax: (415) 558-3843

Division of Emergency Services
Phone: (415) 487-5000 Fax: (415) 487-5043



Anne Kronenberg
Executive Director

MEMORANDUM

TO: Suzanne Choi, DHR PSC Coordinator
Department of Human Resources

FROM: Jun Chen, Manager, PMO *JC*
Department of Emergency Management

DATE: December 18, 2015

RE: PSC Duration for 5 Years – Xybix Maintenance and Professional Services

The Department of Emergency Management (DEM) has submitted a PSC request (#44779-15/16) for Maintenance/Warranty and Professional services related to the maintenance and support services for 9-1-1 call dispatcher stations.

DEM provides 911 emergency and non-emergency Police, Fire and emergency medical call taking and dispatch services for the City and County of San Francisco. In order to fulfill these critical public safety functions, DEM is currently equipped with 48 work stations in the call center which are in operation on a 24x7 basis. The current Xybix workstations were purchased/installed in year 2008 and have a useful life between 10-15 years. DEM is now in the planning process to obtain funds to replace these 48 workstations in year 2018-2019. We anticipate about 2 year project planning and implementation, thus DEM will need the maintenance/support of current Xybix workstations covered until year 2021.

Given the consideration of the above plan, DEM is requesting that the duration of this PSC request be allowed for five (5) years in order to allow planning and implementation of the 9-1-1 call stations for dispatch floor.

If you have any questions regarding this matter, please feel free to contact me at 415-558-3890.



CITY AND COUNTY OF SAN FRANCISCO ✓
CONTRACT MONITORING DIVISION

S.F. ADMINISTRATIVE CODE CHAPTERS 12B and 14B
WAIVER REQUEST FORM
(CMD-201)

Send completed waiver requests to:
cmd.waiverrequest@sfgov.org or
CMD, 30 Van Ness Avenue, Suite 200, San Francisco, CA
94102

FOR CMD USE ONLY	
Request Number:	8217
2016 APR 27 PM 3:22	CONTRACT MONITORING DIVISION

➤ Section 1. Department Information

Department Head Signature: [Signature] Anne Kronenberg
Executive Director

Name of Department: Department of Emergency Management

Department Address: 1011 Turk St.

Contact Person: Jun Chen

Phone Number: 558-3890 E-mail: jun.chen@sfgov.org

➤ Section 2. Contractor Information

Contractor Name: Xybix Systems, Inc. Vendor No.: 426114

Contractor Address: 8207 SouthPark Circle, Littleton CO 80120

Contact Person: Ken Carson Contact Phone No.: (303) 683-5656

➤ Section 3. Transaction Information

Date Waiver Request Submitted: 04/25/2016 Type of Contract: Maintenance Services

Contract Start Date: 06/01/2016 End Date: 06/30/2021 Dollar Amount of Contract \$ \$ 435,200.00

➤ Section 4. Administrative Code Chapter to be Waived (please check all that apply)

~~Chapter 12B~~

Chapter 14B Note: Employment and LBE subcontracting requirements may still be in force even when a 14B waiver (type A or B) is granted.

➤ Section 5. Waiver Type (Letter of Justification must be attached, see Check List on back of page.)

- A. Sole Source
- B. Emergency (pursuant to Administrative Code §6.60 or 21.15)
- C. Public Entity
- D. No Potential Contractors Comply (Required) Copy of waiver request sent to Board of Supervisors on: _____
- E. Government Bulk Purchasing Arrangement (Required) Copy of waiver request sent to Board of Supervisors on: _____
- F. Sham/Shell Entity (Required) Copy of waiver request sent to Board of Supervisors on: _____
- G. Subcontracting Goals
- H. Local Business Enterprise (LBE)

CMD/HRC ACTION	
12B Waiver Granted: _____	14B Waiver Granted: <input checked="" type="checkbox"/>
12B Waiver Denied: _____	14B Waiver Denied: _____
Reason for Action: <u>Vendor is the only entity authorized to maintain 911 dispatch furniture.</u>	
CMD Staff: <u>[Signature]</u>	Date: <u>4/27/16</u>
CMD Director: <u>[Signature]</u>	Date: <u>4/28/16</u>
HRC Director (12B Only): _____	Date: _____

Sole Source Waiver Request

Administrative Code Section 21.5(b) provides that commodities or services available only from a sole source shall be procured in accordance with Purchaser's regulations. Purchaser's regulations provide that, "If a department needs a commodity or service which is unique and which is known to be provided by only one vendor, then only one price quotation is solicited from the single vendor. The requesting department must submit documentation to the Purchaser justifying the transaction as a sole source. From time to time, the Purchaser may conduct a formal bid to determine the continuing validity of the sole source determination." (Procurement Instruction 12.06, Exhibit A, Section IX.D, dated April 28, 1989)

Directions: Use this form to justify a sole source transaction. The department requestor must complete the information below and attach a written memo with appropriate supporting documentation to justify this request. The memo must provide specific and comprehensive information that explains why the requested transaction should be considered a sole source. Departments are encouraged to consult with the Human Rights Commission and the City Attorney prior to submitting this request.

Department: Department of Emergency Management Date Submitted: December 18, 2013
Contact: Jo Ann Hicks Phone: 558-3831
Vendor Name: Xybiz System Inc. Vendor #: 74183
Type of Contract: Commodity Professional Service X Non-Professional Service
Amount: \$ 132,000 ADPICS Doc #: BPED1400016

Vertical stamp: RECEIVED DEPARTMENT OF EMERGENCY MANAGEMENT

Describe the product or service:

Xybiz System Inc. is the manufacture and distributor of ergonomic height adjustable 9-1-1 dispatch furniture. The contract with Xybiz for maintenance service and parts replacement expired February 2013 and cannot be extended an additional 5 years. The current Xybiz workstations are more than 5 years old and in service 24 hours a day supporting mission critical systems for 9-1-1 call taking and dispatch personnel. Department of Emergency Management will not be replacing or upgrading the existing furniture for at least five years, therefore continued ongoing maintenance service with Xybiz is critical to our 9-1-1 Dispatch center.

Has the Human Rights Commission granted a sole source waiver on this transaction?
No, a waiver was granted by the Civil Service Commission notice of action under contract number PSC 4093-07/08 February 4, 2008 when the workstations were originally purchased and installed. Xybiz is Chapter 12B compliant.
If yes, when was the sole source granted? Please attach a copy of the HRC Waiver.

Check the appropriate statement. Attach a memo and documentation to address the questions following each statement.

X Goods or services are available from only one source.

Xybiz dispatch furniture is custom manufactured requiring certified service technicians to replace equipment components. Department of Emergency Management works directly with Xybiz to order parts and schedule service technicians to complete the repairs. The Division of Emergency Communications has over 200 Dispatchers/Call Takers. At any given time those employees can be assigned to any one of 42 workstations requiring adjustment and reconfiguration hourly to meet the ergonomic requirements of various staff members to the workstation.

Explain why this is the only product or service that will meet the City's needs. Why is this the only vendor or contractor that can provide the services or products? What steps were taken to verify that the goods or services are not available from another source? Explain what efforts were made to obtain the best possible price. Why do you feel the price to be fair and reasonable? How was this vendor chosen? How long has the vendor been providing goods or services for your department?

The Xybiz workstations are manufactured specific to meet the demands of 9-1-1 dispatch centers providing dispatchers with automatic height adjustable lifts meeting the wide range of user dimensions, typically from a 5th percentile female to a 95th percentile male. The height adjustments provide each Dispatcher the ability to select the appropriate height adjust whether sitting or standing. The keyboard and the monitor tables each provide separate adjusts based on dispatcher's ergonomic requirements. A temperature controlled storage unit houses all computer equipment needed for 9-1-1 call taking and dispatching. Workstations provide environmental temperature controls allowing dispatchers to adjust lighting and climate controls with built in filtering to mitigate dust.

INSTRUCTIONS:

The Sole Source request must be approved before the department makes a commitment to the vendor, and before funds are encumbered. If the Sole Source request is denied, the department will be advised to conduct a competitive process to select the vendor/contractor. If the Sole Source request is to extend an existing professional service contract, attach a copy of the original contract and any prior sole source determinations made by HRC or Purchasing. When processing professional service contracts and modifications for signature, attach the approved sole source waiver form to the contract documents.

This form is required for every transaction, contract, or contract modification that the department wishes to be treated as a sole source. For additional information call the Purchaser assigned to your department.

The Department Head must sign this request before it is sent to OCA-Purchasing.

This Sole Source request is being submitted by:

Anne Kronenberg
Executive Director

Department Head Signature: [Signature]

Date: 12/18/2013

Name of Department: Department of Emergency Management

Vendor is the sole manufacturer & distributor of customized parts & service technicians to maintain warranty for custom designed workstations that meet the mission critical demands of all dispatchers. Price for additional 5 years is in line with annual

OCA Review and Approval: warranty pricing per original calculation of charges, Appendix

Sole Source Approved: Sole Source Denied:

Reason for Determination

(Continued) Original contract included provision for additional 5 years of service, but couldn't be utilized due to break in service.

OCA Staff: [Signature]

Date: 12/27/2013

OCA Staff: _____

Date: _____

OCA Director: N. Zuli / FOR JACI FONG

Date: 01/07/2014

serien 9560 in file. Taxes current 12b compliant.
This is for a five year extended warranty for custom work stations. Warranty is a continuation of warranty department has already had for 5yrs. with same vendor. Work stations are proprietary furniture of this vendor.
copy of original Blanket attached, Attached is agreed upon pricing for contract including warranty from April 1, 2008. Warranty includes quarterly maintenance as well as 4(Four) hour response for major service. These work stations were designed for City by Xybix furniture with components which were design for this use only.
copy of original scope of work attached where custom design was required

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 (Omit Posting)

Type of Service: 9-1-1- Dispatch furniture Maintenance

Funding Source: 1GAGFAAA PSC Duration: 5 years 27 weeks
PSC Amount: \$132,000 PSC Est. Start Date: 12/18/2013 PSC Est. End Date: 06/30/2019

1. Description of Work

A. Scope of Work:

Xybix Systems, Inc. is a manufacturer and distributor of proprietary workstation furniture for 9-1-1 call centers. Department of Emergency Management (DEM) purchased the existing dispatch furniture under contract in 2008. The contract has expired requiring a new service maintenance contract for the next 5 years for parts and services. The Xybix workstations meet ergonomic functional standards to accommodate a range of Dispatchers from a 5th percentile female to a 95th percentile male. DEM has 42 work stations in use 24 hours a day 7 days a week with over 200 Dispatchers. The equipment requires adjustments and reconfiguration hourly to suit the ergonomic requirements of various staff members assigned to a work station. The demands on the workstations require service repair to lifts, cable tray, and environmental control units connected to the workstations. Under the new contract, Xybix will furnish parts and dispatch factory trained technician when repairs are required. The new contract will extend the life of the equipment an additional 5 years. A RFP will be developed in 2018 to replace all workstations.

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

The Xybix workstations are manufactured specific to meet the demands of a 9-1-1 dispatch center providing dispatchers with automatic height adjustable lifts to meet each Dispatcher height adjust requirements whether sitting or standing. Workstations provide environmental temperature control with built in filtering to mitigate dust and individual lighting control per workstation. DEM answer over 3,000 calls daily with a minimum staffing per shift of 30 Dispatchers, Supervisors and Watch Coordinators. It is imperative that all workstations be fully operational for a Public Safety emergency event. The service contract will guarantee delivery of parts and service.

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

The original bid/award was issued in February 2008 under blanket PO BPED08000010. The bid included extended warranty service for an additional 4 years with contract expiration February 2013. Approval was obtained from a Civil Service Commission notice of action for contract number PSC 4039-07/08 February 4, 2008.

D. Will the contract(s) be renewed? Yes. Will issue a RFP in 2018.

2. Union Notification: On 12/18/2013, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44212 - 13/14

DHR Analysis/Recommendation:

03/17/2014

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 03/17/2014

July 2013

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Manufacturers Certification for service technicians.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Contractor will provide parts and services to maintain existing furniture at DEM.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Due to proprietary nature of the workstations being purchased by the City, civil service classes will not be able to perform warranty and maintenance services.

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

No. because this is a warranty and maintenance services for the product designed and implemented by the vendor.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/10/2014 BY:

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Transit Vehicle Farebox Replacement and Upgrade

Funding Source: Grants and Local Funds

PSC Amount: \$40,000,000

PSC Est. Start Date: 06/15/2016

PSC Est. End Date 06/14/2031

1. Description of Work

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

The consultant will provide fareboxes, a Revenue Transfer and Collection System, which includes mobile safes to securely collect and transport revenues, Ancillary Field Equipment for servicing fareboxes when vehicles are in revenue service and not in the divisions, and a Data Collection and Reporting System, to track individual fare transactions and support analyses of farebox revenues. The Transit Vehicle Farebox System (TVFS) project will revamp the San Francisco Municipal Transportation Agency's (SFMTA) cash fare revenue collection system onboard its vehicles.

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

The SFMTA requires new fareboxes to replace existing ones from 1991 that are reaching the end of their useful lives. In addition, these new fareboxes will provide meaningful, accurate data at the transaction level to assist in revenue reconciliation and ridership analysis. The consequences of denying this procurement will be that the existing fareboxes will continue to break down, the SFMTA will not have sufficient fareboxes to accommodate new buses and light rail vehicles, and the SFMTA may not be able to collect all fare revenue.

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.

A related service for farebox refurbishment was provided in 2008 via PSC # 4137-07/08.

D. Will the contract(s) be renewed?

No. The TVFS contract will be for a term of five years, with two five-year extension options for a maximum of fifteen 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.

The TVFS contract will be for a term of five years, with two five-year extension options for a maximum of fifteen years. The expected lifespan of the fareboxes is 15 years.

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:

There are no civil service classes that manufacture Farebox Systems. Due to the specialized nature of the TVFS, involving proprietary equipment, software and hardware unique to the transit industry, there are only a handful of national and international firms that manufacture farebox equipment and provide supporting systems.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The consultant must possess specialized expertise in the manufacturing of fareboxes (sophisticated hardware and electronics), revenue collections equipment (including a mobile vault, mobile safe and garage computers), software systems (to assist in data collection and farebox maintenance), annual preventative maintenance support, and subsystem module warranty and misuse repair.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7318, Electronic Maintenance Tech; 7329, Electr Maint Tech Asst Sprv; 7430, Asst Electronic Main Tech;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Fareboxes and ancillary equipment, not limited to portable data units, portable electronic keys, mobile vaults, mobile bins, spare parts, cables and software. The expected lifespan of the fareboxes is 15 years

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

Once the TVSF is installed, these classifications will continue to support farebox maintenance: 7430 Assistant Electronic Maintenance Technician; 7318 Electronic Maintenance Technicians; and, 7329 Electronic Maintenance Technician Assistant Supervisor. However, changes in farebox technology will necessitate additional training to familiarize staff with the new equipment and software systems and the contractor would perform second-line preventative maintenance work, annual preventative maintenance work, and subsystem module warranty and misuse repair.

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

- A. Explain why civil service classes are not applicable.
There are no civil service classes that manufacture Farebox Systems. Due to the specialized nature of the TVFS, involving proprietary equipment, software and hardware unique to the transit industry, there are only a handful of national and international firms that manufacture farebox equipment and provide supporting systems.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The Farebox System market is small and requires a high level of technical expertise specific to the proprietary equipment the SFMTA is procuring. Civil Service classes do not manufacture this type of equipment, but will perform maintenance as they currently provide. Under the proposed contract, the vendor must provide a five-year warranty consistent for all hardware, software and installation work with the duration of the original term of the contract with extended warranty options.

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

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

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

7. **Union Notification:** On 03/10/2016, the Department notified the following employee organizations of this PSC/RFP request:
Transport Workers Union, L 200, SEIU Local 1021, SEIU 1021 Miscellaneous, Professional & Tech Engrs, Local 21, Electrical Workers, Local 6, Transport Workers Union, L 200, SEIU Local 1021, SEIU 1021 Miscellaneous, Professional & Tech Engrs, 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: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40379 - 15/16

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 06/06/2016

Civil Service Commission Action:

Receipt of Union Notification(s)

Hamada, Cynthia

From: dhr-psccordinator@sfgov.org on behalf of cynthia.hamada@sfmta.com
Sent: Thursday, March 10, 2016 12:48 PM
To: Hamada, Cynthia; local200twu@sbcglobal.net; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Lopez, Ricardo; Basconcillo, Katherine A; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; khughes@ibew6.org; Hamada, Cynthia; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 40379 - 15/16

RECEIPT for Union Notification for PSC 40379 - 15/16 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 40379 - 15/16 for \$40,000,000 for Initial Request services for the period 06/15/2016 -- 06/14/2031. 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/6572> 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)



March 10, 2016

Attachment for PSC # 40379-15/16

5. **ADDITIONAL INFORMATION** (if "yes", attach explanation) Yes No
- B. Will the contractor train City and County employees? (x) ()
- Describe training and indicate approximate number of hours.
 - Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

The contractor will conduct on-site, end-user training for the SFMTA employees to demonstrate hardware and software functionality, for one to five days based on requirements of the job duties of each classification.

- Transit Operations
9139 Transit Supervisor, approximately 50 employees.
- Farebox Maintenance
7430 Assistant Electronic Maintenance Technician, 7318 Electronic Maintenance Technicians, approximately 10-15 employees.
- Revenue Collections
9110 Fare Collections Receiver, 9116 Senior Fare Collections Receiver, and 9117 Principal Fare Collections Receiver, approximately 15 employees.
- Information Technology
1042 IS Engineer, 1043 IS Engineer-Senior, 1044 IS Engineer-Principal, approximately 5 employees.



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

4135 07/08 \$150K
4136 07/08 \$239,470-
4137 07/08 \$19M

April 23, 2008

NOTICE OF CIVIL SERVICE COMMISSION ACTION

ALICIA D. BECERRIL
PRESIDENT

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4131-07/08 THROUGH 4149-07/08; AND 1003-08/09.

DONALD A. CASPER
VICE PRESIDENT

At its meeting of April 21, 2008 the Civil Service Commission had for its consideration the above matter.

MORGAN R. GORRONG
COMMISSIONER

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.

MARY Y. JUNG
COMMISSIONER

It was the decision of the Commission to:

YU-YEE WU
COMMISSIONER

- (1) Postpone PSC #4134-07/08 to the meeting of May 19, 2008 at the request of the Department of Human Resources.
(2) Adopt the Human Resources Director's report on PSC #s 4141-07/08, 4142-07/08 and 4143-07/08. Notify the offices of the Controller and the Purchaser. Note: The Public Utilities Commission to submit a report in 30 days to the Commission on their discussions with IFPTE Local 21.
(3) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser.

ANITA SANCHEZ
EXECUTIVE OFFICER

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

CIVIL SERVICE COMMISSION

Anita Sanchez
ANITA SANCHEZ
Executive Officer

Attachment

- c: Shawn Allison, Department of Telecommunications & Information Services
Parveen Boparai, Municipal Transportation Agency
Eugene Clendinen, District Attorney
Micki Callahan, Human Resources Director
Connie Chang, Public Utilities Commission
Gordon Choy, Department of Public Works
Sharrica Jackson, Public Utilities Commission
Jennifer Johnston, Department of Human Resources
Galen Leung, San Francisco International Airport
Julian Low, Mayor's Office of Business & Economics
Joan Lubamersky, Administrative Services
Patti Martin, Department of Human Resources
Jonathan Nelly, Department of Human Resources
Shawn Wallace, Police
Commission File
Chron

POSTING FOR
April 21, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4132-07/08	27	Airport Commission	Regular	\$84,000.00	Will provide pre-employment drug testing services and drug & alcohol testing for reasonable suspicion, random, post-accident, return-to-duty and follow-up testing.	31-Aug-16
4133-07/08	27	Airport Commission	Regular	\$120,000.00	Will provide services to assess business, management, infrastructure, construction safety, supply logistics, community relationship and stakeholder risks and to propose mitigation measures to improve the Airport's risk profile.	30-Apr-10
4134-07/08	33	Department of Human Resources	Regular	\$7,500,000.00	Will provide complete workers' compen. adjusting services, including investigation and adjudication of claims, data recording, payment processing, support of both litigation and rehabilitation processes, case estimate evaluation and preparation of reports.	31-Jul-11
4135-07/08	35	Municipal Transportation Agency	Regular	\$150,000.00	Will provide an off-site facility to collect pre-employment, post-accident, return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for MTA employees and contractors in compliance with DOT/FTA.	30-Jun-11
4136-07/08	35	Municipal Transportation Agency	Regular	\$239,470.00	Will provide 110 Muni diesel and electric coaches with Automatic Passenger Counting (APC) equipment. This equipment will count boardings and alighting to determine accurate ridership numbers.	31-Dec-08
4137-07/08	35	Municipal Transportation Agency	Regular	\$19,000,000.00	Will provide a 27-month fare box refurbishment project, which includes 15 months installation of refurbished fare boxes on all revenue vehicles and back-end system and 12 months post-installation system support, for a total amount not to exceed \$19 mill.	30-Sep-10
4138-07/08	38	Police Department	Regular	\$600,000.00	Will provide Phlebotomy services 24 hours per day, 7 days a week, to conduct blood draws at various locations on suspected drunk drivers for law enforcement agencies in the City and County of San Francisco.	30-Jun-12
4139-07/08	38	Police Department	Regular	\$850,000.00	Will provide the San Francisco Police Department with psychological evaluations of final entry level police officer candidates and refinement of predictive validity assessment procedures.	30-Jun-12

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 24, 2008

DEPARTMENT NAME: Municipal Transportation Agency (SFMTA) DEPARTMENT NUMBER: 35

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

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

TYPE OF SERVICE: SFMTA Farebox System Refurbishment Project

FUNDING SOURCE: State Bond

PSC AMOUNT: \$19,000,000.00 PSC DURATION: June 2, 2008 – September 30, 2010

1. **DESCRIPTION OF WORK**

A. Concise description of proposed work:

The sole source vendor will conduct a 27-month fare box refurbishment project, which includes 15 months installation of refurbished fare boxes on all revenue vehicles and the back-end system and 12 months post-installation system support, for a total amount not to exceed \$19 million. The refurbishment will be done on fare boxes, driver control unit (DCU), probing/vaulting equipment, and data system (central computer system and depot computer). SFMTA selects the refurbishment option over the complete replacement option based on the constraint of funding, return on investment, technology availability, as well as required time length to complete the project.

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

In 1990, through a competitive bidding process conducted by the City's Purchasing Department, the City entered into an agreement with Cubic Transportation Systems, Inc. (Cubic) for the purchase of fare boxes. Over the past 17 years, Cubic has been the sole source contractor providing additional fare boxes to support the growth of fleet when needed. Since fare boxes are far beyond the intended 10-year useful life cycle, many fare boxes break down reportedly, and the fare collection system worn-out parts consistently need replacement. This has become a critical service issue as well as a revenue collection issue. If this service is denied, these long-standing issues will continue severely impacting SFMTA's ability to achieve the service goals mandated by voters.

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

This service has not been provided in the past.

D. Will the contract(s) be renewed:

No.

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

N/A
Union Name Signature of person mailing / faxing form Date

Union Name Signature of person mailing / faxing form Date

RFP sent to N/A, on _____, on _____
Union Name Date Signature

PSC# 4137-07108 FOR DEPARTMENT OF HUMAN RESOURCES USE

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Specific skills and expertise to design a compatible refurbishment system to match the existing fare box collection system and to complete the installation and testing without jeopardizing the Muni services and operation of the existing fare collection system.

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

None.

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

No, the contractor will refurbish all current fare boxes on Muni revenue vehicles.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The fare box collection system is proprietary in design, no third party is allowed to copy, modify, or re-design the fare box system. Due to intellectual Property (IP) restrictions, the original designer can only conduct security concern and system integration requirements, the proposed refurbishment.

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

It is not cost effective to conduct the refurbishment system design and installation in house as the City does not have the technology or the economy of scale to conduct the production and service.

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

Yes No

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

() (X)

B. Will the contractor train City and County employees?

() (X)

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

() (X)

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

() (X)

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

(X) ()

Will seek SFMTA Board approval at its meeting of April 15, 2008.

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

() (X)

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

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

(415) 554-4160
Telephone Number

San Francisco Municipal Transportation Agency, Human Resources

401 Van Ness Ave., #320, San Francisco, CA 94102
Address

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: Custom Web (Drupal) Development Services

Funding Source: General funds & enterprise funds

PSC Duration: 5 years 1 week

PSC Amount: \$7,500,000

1. Description of Work

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

The primary objective of this project is to enhance the citywide Web Content Management (WCM) solution to ensure that is both scalable and customizable to address the growing needs of the City's websites while offering the flexibility required to satisfy City departments' unique needs. The project envisions a qualified pool of web development vendors working with City staff to build custom solutions and enhancing the 100+ City websites created over the years by City departments.

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

This project will allow the City to implement a customizable Web content management solution that offers the flexibility to build fully custom websites beyond the capabilities currently available. Please see the entire response to 1B in the uploaded attachment.

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

Whenever City Departments have sought custom web solutions they have leveraged or built external web products without fully appreciating critical security and support requirements thus exposing the City and themselves to great risks. Given the City departments' increasing demand for custom websites, the Department of Technology is seeking to create a one stop shop that can (in partnership with a selected list of partners) offer sophisticated custom solutions in order to service DT's wide customer base of City departments.

D. Will the contract(s) be renewed?

No. There is no plan to renew at this time unless City departments' requirements will change substantially.

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 of Technology Web Services Team expect the effort to build custom websites city-wide to take about 5 years. We project that 50 City websites are in need of customization with an average of 10 custom web projects completed each year by a pool of vendors with highly specialized Drupal expertise. We expect each individual project to take on average 3 months. As such, the 5 year time frame is necessary to satisfy the bent-up demand within the City for custom and more dynamic websites.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

The required web development skills set: Open Source Frameworks; Drupal Core & OpenPub WCM, Drupal Modules, PHP, MySQL, Responsive Web technologies, Apache, Memcache, Varnish, SSL, AWS, HTML/CSS, Javascript/Jquery.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Open Source Frameworks, Drupal Core & OpenPub WCM, Drupal Modules, PHP, MySQL, Responsive Web technologies, Apache, Memcache, Varnish, SSL, AWS, HTML/CSS, Javascript/Jquery.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-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?

Given the demand for custom web solutions citywide, DT Web Services Team currently does not have the necessary skill sets to take on the projects at this time.

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

A. Explain why civil service classes are not applicable.

Given the huge variation and continuous innovation of web and open source technologies, the City's Department of Technology Web services staff will need to work with vendors for these services as the team does not have the required skill sets. This partnership with a pool of vendors will ensure that DT staff can provide a comprehensive web solution to Departments.

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, a new civil service class is not required to perform this work. Department of Technology will continue to invest in transferring knowledge from the vendor to the DT Web Services Team who will be responsible for working with City departments.

6. Additional Information

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

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

Training to DT Web Services Team will be delivered on the projects as the DT team work collaboratively with outside vendors and subject matter experts.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 04/07/2016, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21, Architect & Engineers, Local 21,

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

Name: Jolie Gines Phone: 415 581 3974 Email: jolie.gines@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42585 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2016

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
To: [Gines, Jolie](mailto:Gines,Jolie); richardisen@gmail.com; L21PSCReview@ifpte21.org; [Wong, Fan-Wa \(TIS\)](#); [Isen, Richard \(TIS\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42585 - 15/16
Date: \ Thursday, April 07, 2016 2:09:13 PM

RECEIPT for Union Notification for PSC 42585 - 15/16 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 42585 - 15/16 for \$7,500,000 for Initial Request services for the period 06/20/2016 – 06/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/6693> 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)

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

This project will allow the City to implement a customizable Web content management solution that offers the flexibility to build fully custom websites beyond the capabilities currently available.

PROBLEM: As a result of the limitations of our current system, many City departments already have or are considering outsourcing their entire web operations to external vendors completely bypassing the City's web services offered by the Department of Technology (DT).

SOLUTION: As a first phase the City has implemented a new basic web content management solution. Pursuing this enhanced solution will allow the City to deeply customize their websites and accommodate the different needs of City Departments. Specifically Departments will work in partnership with City staff at the Department of Technology (supported by a vendor) to deliver highly customized web services.

CONSEQUENCES OF DENIAL: Without this solution, the Department of Technology will be unable to build fully custom websites which City departments are pursuing as a top priority. The result of a denial will see an acceleration of City departments building their own websites solution outside the basic City web system. There are already over a dozen of external systems and almost half a dozen of City departments preparing to move outside and setup their own web solutions if we are not able to assist building custom website. Using a central solution administered by DT allows the City to leverage the buying power of all city agencies to maximize the value of its spend. Converting to a higher-end solution allows DT to better service the disparate needs of its wide customer base of City departments.



City and County of San Francisco

Department of Technology ("DT")

REQUEST FOR QUALIFICATIONS FOR Custom Drupal Solutions RFQ#DT2016-CUSTOMD

CONTACT: Dept. of Technology, dt.contracts@sfgov.org

City Background

San Francisco is the fourth largest city in California and serves as a center for business, commerce and culture for the West Coast. The City and County of San Francisco ("the City") established by Charter in 1850; is a legal subdivision of the State of California with the governmental powers of both a city and a county under California law. The City's powers are exercised through a Board of Supervisors serving as the legislative authority, and a Mayor and other independent elected officials serving as the executive authority.

The City seeks responses from firms demonstrating successful experience providing custom Drupal development services. These services will be used to assist City departments and agencies enhance their online presence. Specifically City departments may utilize the services of the selected consultants for Drupal customization services. Respondents must have experience delivering Drupal custom services for large organizations such as the City and County of San Francisco, as described later in this document.

Intent of this Request for Qualification (RFQ)

It is the intent of the Department of Technology (DT) to create a pre-qualified list of firms from which interested City departments may choose prospective contractors on an as needed basis.

Anticipated Contract Period

Respondents pre-qualified under this RFQ will remain eligible for consideration and contract negotiation on an as needed basis for five years from the pre-qualification notification date. Firms pre-qualified under this RFQ are not guaranteed a contract.

Subcontracting Requirement

The Local Business Enterprise (LBE) sub-consulting goal for this Request For Qualifications (RFQ) and resulting contract(s) may be waived. However, the City strongly encourages responses from qualified LBEs. Pursuant to Admin Code Chapter 14B, rating bonuses will be in effect for any Proposers who are certified as a Small- or Micro-LBE. See the RFQ Attachment II for more information.

Schedule*

RFQ Issued	04-25-2016
Pre-Proposal Conference	05-03-2016 (2pm PT)
Deadline for RFQ Questions	05-10-2016 (5pm PT)
Deadline for RFQ Answers	05-13-2016 (5pm PT)
Deadline for RFQ Responses	05-25-2016 (5pm PT)
Notice of intent to establish pre-qualified list	06-23-2016 (5pm PT)

*Dates are subject to change.

RFQ Questions and Communications

To ensure fair and equal access to information about this RFQ, e-mail your questions to dt.contracts@sfgov.org. Questions must be in writing and received by the Deadline for RFQ Questions. No questions will be accepted after this time with the exception of City vendor requirement questions.

A summary of the questions and answers pertaining to this solicitation will be emailed to proposers by the Deadline for RFQ Answers and posted on the following websites:

- <http://mission.sfgov.org/OCABidPublication>

Pre-proposal Conference

To allow CCSF to discuss the RFQ with and answer any questions submitted by Respondents and to provide for and equitable dissemination of information, DT will host a Pre-Proposal Conference at the following time and location:→

Date: Tuesday May 3, 2016; Time: 2:00 pm – 4:00 pm
Location: CCSF Dept. of Technology, Conf. Room TBD
1 South Van Ness, 2nd Floor
San Francisco, CA 94103

Respondents may dial into the meeting using the below call-in number and participant code:

Call-In Number: TBD Participant Code: TBD

1. Introduction

1.1 General terms used in this RFQ.

The "Respondent" refers to any entity submitting a response to this Request for Qualifications ("RFQ") to be considered for inclusion on a pre-qualified vendor list. The "Contractor" refers to the Respondent(s) awarded contracts for services under this RFQ.

1.2 Statement of Need and Intent

What Does the City Seek? The City and County of San Francisco seeks responses from qualified firms demonstrating successful experience providing custom Drupal development services. These services will be used to assist City departments and agencies enhance their online presence. Specifically City departments may utilize the services of the selected consultants for Drupal customization services in one or more Service Areas outlined in the table below:

NUMBER	SERVICE AREA
1	Drupal theme design services
2	Drupal custom development services
3	Drupal custom hosting and support services (for highly customized solutions)

With Whom Will Consultants Work? Consultants will work with the Department of Technology ("DT") and/or staff from other City departments.

What is the City's Intent with this RFQ? Based on responses to this RFQ, it is the intent of the City to create a pre-qualified list of firms from which the City may select prospective Contractors on an as-needed basis for services indicated below in Section 2, Scope of Work. The City may use the pre-qualified list, at its sole and absolute discretion, for selection of firms and negotiations of contracts for four years following establishment of the pre-qualification notification date. Contracts issued to pre-qualified firms will have terms of varying lengths depending on the City's needs. The City reserves the right to procure services similar or identical to the services specified in this RFQ by any other means. No pre-qualified Respondent is guaranteed a contract.

2. Scope of Work

This scope of work is a general guide to the work the City expects to be performed, and is not a complete listing of all services that may be required or desired. The City is soliciting qualifications to create a pre-qualified list of Drupal custom service providers that may be selected to deliver services described in this RFQ in 3 Service Areas: 1) Drupal theme design services; 2) Drupal custom development services; 3) Drupal custom hosting and support services (for highly customized solutions).

To minimize duplication of effort and to allow the City to coordinate data requests and data available for the multiple projects solicited within this RFQ, as well as for previous and future projects, the selected Contractors' findings and data may be shared by the City with other City Contractors, as deemed appropriate by the City.

The Respondent(s) selected through this procurement process are expected to work cooperatively with DT and other City departments. Implementation of custom Drupal solutions will occur over a protracted period of time as individual CCSF departments activate their online initiatives.

What if My Firm is Interested in Being Considered for More than One of the Service Areas listed in Section 1.1? Respondents are asked to indicate the Service Areas for which they would like to be considered in RFQ Attachment V, Response Template. Given the broad range of possible opportunities, we encourage firms to respond for all Service Areas for which they meet or exceed minimum qualifications as described in this RFQ. Please note that qualifications are evaluated separately for each Service Area.

Is My Firm Expected to Propose for a Specific Project? No. DT will create a list of service providers to draw from for a diverse set of possible projects that may require a range of different and varied experience. Each firm should demonstrate its capabilities by providing Prior Project Descriptions as part of Attachment V. The City will negotiate the scope of services, budget, deliverables, and timeline for each project it decides to pursue. There is no guarantee of a minimum amount of work or compensation for any of the Respondents selected for pre-qualification. The City may select Contractors from the pre-qualified list in its sole and absolute discretion.

Does the City prefer firms to form a large group or consortium to cover more services, or to focus on an area of expertise and respond individually? The City prefers individual firm responses focused on the Service Areas that the firm and its lead staff can demonstrate possession of appropriate qualifications. For any proposed Respondent partnerships, at least 60% of proposed work effort on the City's projects must come from the lead Respondent firm.

3. Response Requirements

3.1 Time and Place for Submission of Responses

Responses and all related materials must be received by **5:00pm PT on Wednesday, May 25, 2016**. Responses may be delivered to:

DT Contracts
Dept. of Technology
City and County of San Francisco
1 South Van Ness, 2nd Floor
San Francisco, CA 94103

Postmarks will not be considered in judging the timeliness of submissions. Responses submitted by e-mail will not be accepted. Late submissions will not be considered, including those submitted late due to mail or delivery service failure.

3.2 Response Package

The following items must be included in your response and packaged in a box or envelope clearly marked **RFQ#DT2016-CUSTOMD Custom Drupal Solutions RFQ**.

Complete, but concise responses, are recommended for ease of review by the Evaluation Team. Responses should provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled.

- A. **One (1) flash disk or CD-ROM containing entire contents of response, including all RFQ Attachments.** All files should be submitted in unprotected PDF or Word format. Electronic files must include signatures, where applicable. In order to be considered your response must include the following documents: 1) the RFQ Attachment I Terms signed; 2) All required LBE forms outlined in RFQ Attachment II signed; 3) All required Administrative Forms outlined in RFQ Attachment III signed; 4) Your response to City requirements using the Response template provided in RFQ Attachment V. To summarize, the RFQ attachments include:

<i>RFQ Attachment I</i>	Acknowledgement of RFQ Terms and Conditions
<i>RFQ Attachment II</i>	City's CMD Local Business Enterprise (LBE) Forms
<i>RFQ Attachment III</i>	City's Administrative Requirements
<i>RFQ Attachment IV</i>	City's Agreement Terms and Conditions (<i>for future reference</i>)
<i>RFQ Attachment V</i>	Response Template

- B. **Five (5) complete printed copies of RFQ Attachment V.** The pages may be bound by a method of the Respondent's choosing. Respondents are advised to review RFQ Attachments I through IV before completing RFQ Attachment V to ensure they can meet the City's requirements.

4. Evaluation Criteria

This section describes the guidelines used for analyzing and evaluating the responses and for Respondent pre-qualification. It is the City's intent to pre-qualify Respondent(s) that provide the best overall qualifications to the City inclusive of fee considerations. Consultant firms selected for pre-qualification are not guaranteed a contract. This RFQ does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the pre-qualified list is inadequate to satisfy its needs.

4.1 Evaluation Team

City representatives will serve as the Evaluation Team responsible for evaluating Respondents. Specifically, the team will be responsible for the evaluation and rating of the responses for pre-qualification, for conducting reference checks, and for interviews, if desired by the City.

4.2 Minimum Qualifications for all Service Areas

Respondents that wish to become certified for any Service Area must take the following steps to verify compliance with minimum qualifications.

A. Respondents that wish to become certified for any Service Area must meet all the minimum requirement applicable to all Service Areas as listed in *RFQ Attachment V – Section 2.A*.

B. For each Service Area for which your firm is submitting a proposal, each Respondent should indicate its intent to become a qualified vendor in *RFQ Attachment V – Section 2.B*. Demonstrated expertise is required in at least one of the Service Areas to be considered as a qualified vendor.

C. Respondents seeking to be become a qualified vendor must fill out and meet all the minimum qualifications for the specific Service Area in which they seeking to be qualified – see *RFQ Attachment V – Sections 2.C, 2.D, 2.E*.

4.3 Evaluation Criteria for Pre-qualification

Each RFQ response that meets the Minimum Qualifications will be evaluated in accordance with the criteria below. A Respondent must receive a score of 70 points or above out of the 100 total possible points for each Service Area to be pre-qualified for that Service Area. There is no numerical limit to the number of firms that may be pre-qualified.

4.3.1 Firm Qualifications – 20 points

- a) Respondent's company profile summary
- b) Respondent's expertise demonstrating ability to support City departments.
- c) Respondent's service delivery processes and methodologies.
- d) Respondent's key service delivery personnel
- e) Respondent's top project references

4.3.2 Completeness of Response Submission – 10 points

- a) Response concisely but comprehensively addresses all RFQ requirements.
- b) Response is professionally presented and contains organized content and format.

4.3.3 Ability to Satisfy Specific Service Area Requirements – 40 points

- a) Respondent provided affirmative responses to all Service Area requirements.
- b) Respondent meets in full, rather than partially, all Service Area requirements.

4.3.4 Value of Responses to Service Area Capabilities – 30 points

- a) Respondent provided full, understandable and appropriate answers to questions.
- b) Respondent demonstrated technical expertise and capability to satisfy Service Areas requirements.

4.4 Contractor Selection Processes

Respondents that all meet the minimum qualifications and score 70 points and above for each Service Area will be added to the pre-qualified list for as-needed services in that Service Area. Due to the varied nature of the services to be performed, the City reserves the right to contract with any or all pre-qualified Respondents.

Selection Interviews

Following the Response Evaluation process, Respondents may be invited to interviews with the Evaluation Team. Interviews, if pursued by the City, will consist of standard questions asked of selected Respondents, and specific questions regarding individual proposals.

The City has sole and absolute discretion over whether interviews will be conducted or not to select Respondents for contract negotiations.

Reference Checks

Reference checks, including, but not limited to, prior clients may be used to determine the applicability of Respondent experience to the services the City is requesting and the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Respondent's problem-solving, project management and communication abilities, as well as performance on deliverables and outcomes, and effectiveness in meeting or exceeding project objectives.

Other Terms and Conditions

The selection of any pre-qualified Respondent for contract negotiations shall not imply acceptance by the City of all terms of the response, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time with any pre-qualified Respondent, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining pre-qualified Respondents.

The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to a firm's projects before and throughout the contract term. The City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables.

5. Protest Procedures

5.1 Protest of Non-Responsiveness Determination

Within five (5) working days of the City's issuance of a notice of non-responsiveness, any consultant firm that has submitted a response and believes that the City has incorrectly determined that its response is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5th) working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

5.2 Protest of Establishment of Pre-Qualified Consultant List

Within five (5) working days of the City's issuance of a notice of intent to establish a pre-qualified consultant list, any consultant firm that has submitted a responsive response and believes that the City has incorrectly selected another Respondent for pre-qualification may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5th) working day after the City's issuance of the notice of intent to establish a pre-qualified consultant list.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

5.3 Delivery of Protests

All protests must be received by the specified date and time deadline. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) or by fax will not be considered.

Protests must be delivered to:

E-mail: dt.contracts@sfgov.org

Mail: Custom Drupal Services RFQ
 DT Contracts
 Dept. of Technology
 City and County of San Francisco
 1 South Van Ness, 2nd Floor
 San Francisco, CA 94103

5.4 Protest Review

DT will confirm receipt of notice of protest by Proposer.

If a Proposer submits a complete and timely protest, DT will review the notice of protest soon after receipt of the protest to determine the validity of the notice, including, but not limited to: (a) receipt by the due date; (b) inclusion of a written statement specifying in detail each and every one of the grounds asserted for the protest; (c) whether it is signed by an individual authorized to represent the Proposer; (d) citation of the law, rule, local ordinance, procedure or RFP provision on which the protest is based; and (e) specification of facts and evidence sufficient for the City to determine the validity of the protest. The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that was not included in the initial protest, but which could have been raised at that time, then the City may not consider such new grounds or new evidence. The review shall be an informal process conducted by the DT or its designee and will be based upon the information submitted by the Respondent in its protest letter. DT will notify the Respondent in writing of its decision at the conclusion of the review. The decision of DT is final. The evaluation of proposals will not be delayed or postponed to allow for completion of a protest process.

Protests not received within the time and manner specified will not be considered. A Proposer's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in any other legal proceeding.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ASSESSOR / RECORDER -- ASR

Dept. Code: ASR

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

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

Type of Service: Social Security Number (SSN) Truncation for Official Records from 1980 to 1999

Funding Source: Social Security Truncation Fund

PSC Amount: \$852,000

PSC Est. Start Date: 07/01/2016

PSC Est. End Date 06/30/2018

1. Description of Work

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

The proposed work is a one-time project to

- a. identify Social Security Numbers (SSN) on publicly available official records between 1980 and 1999;
- b. truncate the first five digits of any SSN found; and
- c. provide a redacted version of the image for public viewing, and an original, un-redacted version for official City use.

The Assessor-Recorder's existing vendor, BMI Imaging Systems, stores and manages electronic images of the Office of the Assessor-Recorder's Official Records from January 1, 1980 through December 31, 1999, using its proprietary Digital Reel website platform. This contract will require the vendor to truncate records from the estimated 7,699,397 images of Official Records for the 20-year period. The scope of work also includes upgrading to the most recent current version of BMI Imaging Systems Digital Reel software, and a re-imaging of the microfilm to improve optical character recognition of various document characteristics including the SSN identification for more accurate truncation. The project is expected to be completed within twelve months.

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

This service is necessary to comply with a state-mandated deadline. By December 31, 2017, all California Counties are required to truncate Social Security Numbers (SSNs) on official records dating back to January 1, 1980. All of San Francisco's original microfilm copies of Official Records and Marriage Certificates through 1999 – approximately 5,315 rolls of microfilm – were imaged into electronic format by BMI ("Contractor") under a prior contract in the early 2000s and are available to the public from City Hall computers via Contractor's hosted web application, Digital Reel. There are an estimated 7,699,397 images of Official Records between 1980 through 1999 that may need social security numbers truncated.

- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**
No.

D. Will the contract(s) be renewed?

No. This effort is a one-time project to comply with a state mandate. Only the Official Records for the 20-year backfile period will be processed.

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:

1. A vendor is needed to provide this service for the short-term project of SSN truncation of backfile images of Official Records. 2. This service is necessary to comply with a state mandate by December 31, 2017 to truncate Social Security Numbers (SSNs) on official records dating back to January 1, 1980. 3. The City lacks the office space, equipment and technical skills to complete the short-term project. The office would have to recruit, hire and train exempt temporary workers and supervisors who would then be released from employment after the project is completed, as well as procure special equipment and facilities.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The vendor will use high-performance Meikel Mach X Roll Film scanners to re-image the backfile microfilm. These scanners have high optical resolution, highly refined precision lenses, and can deliver fast output. The vendor can then quickly run the images through redaction software that they have configured to identify SSNs, and also use a database of Grantors and Grantees to manually index the first page of each record to the Document Number to support a manual review of document types that are likely to contain SSNs. In addition, management/supervisory experience in organizing and overseeing high-volume imaging operations is key to ensuring that the work is done on a timely basis and at high quality levels for both public and official City use.

B. Which, if any, civil service class(es) normally perform(s) this work? 1752, Sr. Microphoto/Imaging Tech.; 4213, ASR-Office Assistant; 4214, Assessor-Recorder Office Spec;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The backfile SSN truncation project will be completed at the vendor's facilities and will be done using several high-performance scanners to image microfilm. The vendor also has software to improve and enhance image quality, index each image to departmental specifications, and identify and truncate SSNs.

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

The department has spoken to other City departments that have completed similar projects, which do not have available resources including equipment, software, space, or personnel to accommodate this short-term, high-volume work.

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 one-time, short-term project and the City lacks the resources including office space, equipment, software and technical skills to use civil service classes. The City also lacks the available supervisors to manage and organize this intensive effort in the allotted project timeframe. The office would have to recruit, hire and train exempt temporary workers and supervisors who would then be released from employment after the project is completed as well as procure special equipment and facilities.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. It would not be practical to adapt a new civic service class to perform this one-time 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 contract? If so, please explain what that will entail; if not, explain why not.
Training employees is not needed for this one-time project.

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

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

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

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

7. **Union Notification:** On 03/11/2016, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous, 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: Simone Jacques Phone: 415-554-5279 Email: simone.jacques@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 190 San Francisco, CA, 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48921 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required
DHR Approved for 06/06/2016

Receipt of Union Notification(s)

Jacques, Simone (ASR)

From: Jacques, Simone (ASR)
Sent: Monday, March 14, 2016 1:15 PM
To: Choi, Suzanne (HRD)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 48921 - 15/16

Hi,

FYI I just found the notification from Friday. It went to my junk mail for some reason.

Simone

Simone Jacques
Budget and Finance Director
Office of the Assessor-Recorder
Phone: (415) 554-5279

"With integrity we work together to build a better San Francisco through superior customer service, fair property taxation and the preservation of public records."

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

From: dhr-psccoordinator@sfgov.org [mailto:dhr-psccoordinator@sfgov.org] On Behalf Of simone.jacques@sfgov.org
Sent: Friday, March 11, 2016 4:05 PM
To: Jacques, Simone (ASR) <simone.jacques@sfgov.org>; Lopez-Barrios, Ricardo (PDR) <ricardo.lopez@sfgov.org>; Basconciillo, Katherine (PUC) <kbascncillo@sfgwater.org>; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA) (DSS) <sin.yee.poon@sfgov.org>; david.canham@seiu1021.org; jtanner940@aol.com; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; Jacques, Simone (ASR) <simone.jacques@sfgov.org>; isen, Richard (TIS) <richard.isen@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>
Subject: Receipt of Notice for new PCS over \$100K PSC # 48921 - 15/16

RECEIPT for Union Notification for PSC 48921 - 15/16 more than \$100k

The ASSESSOR / RECORDER – ASR has submitted a request for a Personal Services Contract (PSC) 48921 - 15/16 for \$852,000 for Initial Request services for the period 07/01/2016 – 06/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/6584> 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

Choi, Suzanne (HRD)

From: Nettles, Michael (ASR)
Sent: Thursday, May 05, 2016 5:07 PM
To: Ed Kinchley; Whitley, Gigi (ASR)
Cc: XiuMin Li; Jacques, Simone (ASR); Nettles, Michael (ASR)
Subject: RE: PSC # 48921 - 15/16
Attachments: BMI Contract Summary.pdf

Hi Ed,

Below, please find the answers to your questions regarding PSC 48921:

1. *Was there an RFP process, or do you want to offer the contract to BMI without an RFP process?*

The Office of the Assessor-Recorder is following the appropriate City process for amending its contract with its existing City vendor, which does not require conducting a new RFP process. BMI Imaging Systems currently hosts and maintains the electronic images of historic Official Recorded Documents on its servers, enabling the public to search and retrieve those documents using BMI's proprietary software.

2. *Since BMI Imaging Systems has an existing contract with the Assessor-Recorder's office to do related work, please send us a copy of the contract summary for the existing contract with them.*
See attached.
3. *You mentioned in the meeting that you considered asking BMI to identify the documents with records that require truncation, then doing the actual truncation work in-house with additional staff, e.g. Category 18 exempt employees, due to the time-limited nature of the work. You explained that you decided against this because it would require training new staff, and due to space restraints. We would appreciate seeing any estimates you came up with re additional space and personnel needs to do this part of the work in-house.*

As we discussed at the April 6 meeting, the decision not to perform this work with in-house staff was determined based on the following factors:

- 1) Lack of equipment – ASR does not have the specialized equipment necessary to convert official records from analog microfilm format to digital format.
 - 2) Lack of software – ASR does not have the software to analyze, flag, extract, and redact Social Security Numbers (SSN) from digital images that have been converted from microfilm.
 - 3) Lack of technical expertise – ASR does not have the technical expertise to source the lease or purchase of this equipment and software, nor the expertise to efficiently utilize the equipment and software. ASR would need to hire an outside consultant to engage in the process of determining hardware and software requirements, and to train managers and staff on the use of such equipment. Such an endeavor would delay completion of the project beyond the state-mandated deadline.
 - 4) Lack of supervision – ASR does not have the managerial capacity to oversee this short-term project.
 - 5) Lack of facility/space – ASR does not have the physical space to perform this work, including storage of microfilm reels.
 - 6) Temporary nature of this project – This is a one-time, time-sensitive project.
 - 7) Time sensitivity of this project – There is a State-mandated deadline to complete this project in 2017.
4. *We had some discussion about your need to contract-out the aspects of the work needed to meet the December 31, 2017 state deadline. But we failed to ask why in-house staff could not do the additional work that Simone*

had explained in her March 18th email were additional services that made it necessary to ask for a contract for 5 years, rather than ending at the time of the state deadline:

- cropping archived official records (1980 - 1999, ~6,578,000 images) so that they are more easily viewable by the public on the Digital Reel software
- rescanning archived marriage certificates (1980 - 1999, ~697 images) and indices and enabling optical character recognition of the images so that the public can search by more than just document number
- outputting of Tiff images from marriage certificates

Can in-house staff provide these services? If not, why not.

No, in-house staff cannot provide these services. Similar to the response to question #3, ASR does not possess the hardware, software, equipment, physical space, or technical expertise to perform these processes. There is not a manual verification process included as part of the BMI services that could be broken out to be performed by in-house staff.

If BMI were to also provide these services, is there any reason they could not do this additional work by the end of December 2017?

The five-year scope of the contract is an estimate. ASR would consider reducing the proposed length of this contract to end in June 30, 2018, (e.g. a 2-year contract).

5. *Hasn't the Department been aware of this state requirement for 5 or 6 years? Could the Department have done more of this work in-house if additional staff had been hired in the appropriate classes, rather than waiting until now and asking to contract it out?*

Like many state mandates, the Department did not have the funding or resources to begin the historic record truncation work when the law passed, which is why local agencies were given until 2017 to come into compliance. Additionally, the decision to work with a contractor was determined based on the lack of equipment, software/hardware, physical space and technical expertise rather than the availability of staff.

As we discussed at the April 6 meeting, this State-mandated initiative included several phases. The first was to implement a new procedure for day-forward redaction on SSNs, starting in January 1, 2009. The second phase was to truncate the SSNs on historic records. Both phases required significant research and preparation, including the recruiting, hiring, and training of IT staff to determine the scope of this project, assess ASR's current systems and capabilities, and recommend/implement new processes.

As we also discussed, the funding for this State-mandated initiative was not available at the onset of the project and a new fee was enacted to fund both the day-forward truncation of SSNs and the historic document SSN truncation. As of FY2013-14, the Department did not have enough revenue in the SSN Truncation fund to proceed with truncating records from 1980 through 2008. The Controller's Office estimated the Department would likely have enough available revenue to proceed with the project at the end of FY2013-14 (June 2014), given estimates of more than \$900,000 to complete the project. In FY2014-2015, a new Assessor-Recorder was elected and new senior management personnel were hired, including a new Deputy Director of Administration and Finance and a new IT Director. When the new IT director started in December 2014, ASR had no internal IT personnel for the Recorder Division to support daily operations or start new project. Planning for the project began in earnest in early FY2015-16, once new IT personnel were hired.

6. *Where did the 4% come from? I understand the 4% to be the percentage of total images for the 20-year period that have Social Security numbers that need to be truncated. I assume this 4% came from BMI. Have they already identified the images that have SSNs that need to be truncated? If not, how do they know it is 4%?*

The 4 percent estimate was calculated based on current day-forward documents requiring SSN truncation. This data was provided to Recorder Division Manager Kurt Fuchs by ASR employees Edward Smith and Dominador Magsino. The actual number on historic records is estimated to be higher than 4 percent, given that the use of

SSNs on documents was much more prevalent in the past than it is today (e.g. new protections on personal identification numbers). ASR will not know exactly how many documents have SSNs until the vendor processes the 7.6 million or more images.

7. *Are there appropriate job classes working in other City Departments who may be available to help get the work done to meet this December 2017 deadline? As you know, City Departments often "work order" projects for other City Departments.*

As explained in response #3, the primary limitation is not lack of staff, but rather the lack of equipment, software/hardware, technical expertise, supervision, facility and space, temporary nature of this project, and time sensitivity of this project.

I hope this information is helpful. Please let me know if I can be of any further assistance.

Best,

Michael Nettles

Senior Personnel Analyst
Office of the Assessor-Recorder
City & County of San Francisco
w 415.554.5256
f 415.554.7869
michael.nettles@sfgov.org

"With integrity we work together to build a better San Francisco through superior customer service, fair property taxation and the preservation of public records."

From: Ed Kinchley [mailto:Ed.Kinchley@seiu1021.org]

Sent: Friday, April 15, 2016 3:07 PM

To: Nettles, Michael (ASR) <michael.nettles@sfgov.org>; Whitley, Gigi (ASR) <gigi.whitley@sfgov.org>

Cc: XiuMin Li <XiuMin.Li@seiu1021.org>; Jacques, Simone (ASR) <simone.jacques@sfgov.org>

Subject: RE: PSC # 48921 - 15/16

Hi Michael and Gigi,

Thank you for meeting with us last week. The meeting was very helpful for us to better understand why you want this contract, and what the contractor will be asked to do.

We have a number of additional questions and requests for information.

Was there an RFP process, or do you want to offer the contract to BMI without an RFP process?

Since BMI Imaging Systems has an existing contract with the Assessor-Recorder's office to do related work, please send us a copy of the contract summary for the existing contract with them.

You mentioned in the meeting that you considered asking BMI to identify the documents with records that require truncation, then doing the actual truncation work in-house with additional staff, e.g. Category 18 exempt employees, due to the time-limited nature of the work. You explained that you decided against this because it would require training new staff, and due to space restraints. We would appreciate seeing any estimates you came up with re additional space and personnel needs to do this part of the work in-house.

We had some discussion about your need to contract-out the aspects of the work needed to meet the December 31, 2017 state deadline. But we failed to ask why in-house staff could not do the additional work that Simone had explained in her March 18th email were additional services that made it necessary to ask for a contract for 5 years, rather than ending at the time of the state deadline:

- cropping archived official records (1980 - 1999, ~6,578,000 images) so that they are more easily viewable by the public on the Digial Reel software
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Can in-house staff provide these services? If not, why not.

If BMI were to also provide these services, is there any reason they could not do this additional work by the end of December 2017?

Hasn't the Department been aware of this state requirement for 5 or 6 years? Could the Department have done more of this work in-house if additional staff had been hired in the appropriate classes, rather than waiting until now and asking to contract it out?

Where did the 4% come from? I understand the 4% to be the percentage of total images for the 20-year period that have Social Security numbers that need to be truncated. I assume this 4% came from BMI. Have they already identified the images that have SS#s that need to be truncated? If not, how do they know it is 4%?

Are there appropriate job classes working in other City Departments who may be available to help get the work done to meet this December 2017 deadline? As you know, City Departments often "work order" projects for other City Departments.

We would appreciate your assistance in getting us this information.

Sincerely,
Ed Kinchley
Field Representative
SEIU 1021

From: Jacques, Simone (ASR) [<mailto:simone.jacques@sfgov.org>]
Sent: Tuesday, March 22, 2016 2:53 PM
To: Ed Kinchley; Nettles, Michael (ASR)
Cc: XiuMin Li
Subject: RE: PSC # 48921 - 15/16

The PSC has not yet been scheduled as we're still in the Union review period. We are aiming for the June 6th CSC meeting.

Simone

Simone Jacques
Budget and Finance Director
Office of the Assessor-Recorder
Phone: (415) 554-5279

"With integrity we work together to build a better San Francisco through superior customer service, fair property taxation and the preservation of public records."

From: Ed Kinchley [mailto:Ed.Kinchley@seiu1021.org]
Sent: Tuesday, March 22, 2016 1:49 PM
To: Nettles, Michael (ASR) <michael.nettles@sfgov.org>
Cc: Jacques, Simone (ASR) <simone.jacques@sfgov.org>; XiuMin Li <XiuMin.Li@seiu1021.org>
Subject: RE: PSC # 48921 - 15/16

Hi Michael,

We are available in the morning on April 6th, 10am or 10:30am. I will need Diane Cirrincione and Edward Smith released for the meeting, and for half an hour prior to the meeting so we have a little time to prepare for the meeting.

Is this PSC already scheduled for a Civil Service Commission meeting?

Thank you,
Ed Kinchley
SEIU 1021

From: Nettles, Michael (ASR) [mailto:michael.nettles@sfgov.org]
Sent: Tuesday, March 22, 2016 12:44 PM
To: Ed Kinchley
Cc: Jacques, Simone (ASR)
Subject: RE: PSC # 48921 - 15/16

Hi Ed,

We'd be happy to meet regarding this contract. Do you have any availability Wednesday, April 6th?

Best,

Michael Nettles

Senior Personnel Analyst
Office of the Assessor-Recorder
City & County of San Francisco
w 415.554.5256
f 415.554.7869
michael.nettles@sfgov.org

"With integrity we work together to build a better San Francisco through superior customer service, fair property taxation and the preservation of public records."

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

From: Ed Kinchley [mailto:Ed.Kinchley@seiu1021.org]
Sent: Tuesday, March 22, 2016 10:42 AM
To: Jacques, Simone (ASR) <simone.jacques@sfgov.org>
Cc: XiuMin Li <XiuMin.Li@seiu1021.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: RE: PSC # 48921 - 15/16

Simone,

We would like to set up a meeting with management from the Department to better understand the need for this contract, and the possible impact it will have on our members. I will want to bring 2 or 3 of our members who are familiar with related work currently done in the department.

Please let us know when this will be possible.

Sincerely,
Ed Kinchley

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

From: Jacques, Simone (ASR) [mailto:simone.jacques@sfgov.org]

Sent: Friday, March 18, 2016 3:48 PM

To: Ed Kinchley

Cc: XiuMin Li; DHR-PSCCoordinator, DHR (HRD)

Subject: RE: PSC # 48921 - 15/16

Hi Ed,

Great questions. Yes the \$852,000 is for the entire contract term (5 years). We have included time beyond the December 2017 deadline because there are additional services that we may take advantage of should funds become available. These services are not bound by the SSN truncation state mandate and we aren't sure when we might move on that portion of the work.

Those additional services include:

- cropping archived official records (1980 - 1999, ~6,578,000 images) so that they are more easily viewable by the public on the Digial Reel software
- rescanning archived marriage certificates (1980 - 1999, ~697 images) and indices and enabling optical character recognition of the images so that the public can search by more than just document number
- outputting of Tiff images form marriage certificates

Thanks,

Simone

Simone Jacques
Budget and Finance Director
Office of the Assessor-Recorder
Phone: (415) 554-5279

"With integrity we work together to build a better San Francisco through superior customer service, fair property taxation and the preservation of public records."

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

From: Ed Kinchley [mailto:Ed.Kinchley@seiu1021.org]

Sent: Friday, March 18, 2016 3:15 PM

To: DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Jacques, Simone (ASR) <simone.jacques@sfgov.org>

Cc: XiuMin Li <XiuMin.Li@seiu1021.org>

Subject: PSC # 48921 - 15/16

Hi Simone,

This is to ask a couple of initial questions re PSC # 48921 - 15/16.

First, the Summary says it is necessary to do this work because of a state-mandated deadline: 12/31/17. But if the deadline is December 2017, why do they need a 5 year contract?

Second, am I correct in assuming the \$852,000 is for the first Fiscal Year of the contract? Or is that for the entire 5 years?

We may have additional questions later.

Thank you,
Ed Kinchley
Field Representative
SEIU 1021

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of simone.jacques@sfgov.org
Sent: Friday, March 11, 2016 4:05 PM
To: simone.jacques@sfgov.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; Wendy Frigillana; PSCreview; Joe Brenner; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; XiuMin Li; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; Tiya Thlang; Larry Bradshaw; simone.jacques@sfgov.org; richard.isen@sfgov.org; dhr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 48921 - 15/16

RECEIPT for Union Notification for PSC 48921 - 15/16 more than \$100k

The ASSESSOR / RECORDER -- ASR has submitted a request for a Personal Services Contract (PSC) 48921 - 15/16 for \$852,000 for Initial Request services for the period 07/01/2016 -- 06/30/2021. Notification of 30 days (60 days for SEIU) is required.

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


<http://apps.sfgov.org/dhrdrupal/node/6584> 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)

CARMEN CHU
ASSESSOR-RECORDER



SAN FRANCISCO
OFFICE OF THE ASSESSOR-RECORDER

To: Department of Human Resources PSC Coordinator
From: Simone Jacques, Budget and Finance Director 
Subject: Request to schedule Civil Service Commission Meeting
Date: May 17, 2016

Assessor-Recorder Managers met with representatives from the Union on 4/6/16 and subsequently responded to all of their follow-up questions. The last response was provided via email on Thursday 5/5/2016. One of the Union's concerns was the length of the contract. To allay that concern we have reduced the contract duration from five years to two years. We have heard nothing further from the Union since our 5/5 email and would like to be calendared for the 6/6/2016 CSC meeting.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of March 27, 2014, in San Francisco, California, by and between **BMI Imaging System, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below);
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update the Department's liaison in Appendix A;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated March 4, 2013 between Contractor and City.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 3. Section 3, **Term of the Agreement**, currently reads as follows:

3. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from April 1, 2013 to March 31, 2014 with three one year options to extend at the City's sole and absolute discretion.

Such section is hereby amended in its entirety to read as follows:

3. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from April 1, 2013 to March 31, 2017.

2b. Section 10. Section 10, **Payment**, currently reads as follows:

10. Payment. Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 5 of this Agreement, that the Assessor-Recorder, 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 **twenty thousand one hundred dollars and no cents (\$20,100.00)**. 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. In no event shall City be liable for interest or late charges for any payments.

Such section is hereby amended in its entirety to read as follows:

10. Payment. Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 5 of this Agreement, that the Assessor-Recorder, 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 **eighty thousand four hundred dollars and no cents (\$80,400.00)**. 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. In no event shall City be liable for interest or late charges for any payments.

2c. Section 26c. Section 26c, Disposition of City Content, currently reads as follows:

26c. Disposition of City Content. Upon expiration or termination of this Agreement for any reason other than as provided for in Section 26(a), within thirty (30) calendar days following termination or expiration of this Agreement, city may request that Contractor provide a complete copy of the hosted City Content, as such may be updated or modified, to City in a non-proprietary machine-readable format. Contractor will comply in a timely manner with such request, provided that City pays all costs associated with such copying, as calculated at a reasonable time-and-materials rate. If City elects to use other hosting option, including on-premise hosting and hosting by other third parties, Contractor will assist the City in the transition to ensure uninterrupted access to the data. The Contractor shall be required to cooperate in the transition of the hosted City Content as to ensure uninterrupted access to the data by City employees and members of the public. Contractor shall also fully cooperate in the transition of the hosted services to on-premise hosting or to any contractor awarded the services in the future, including but not limited to, providing to the City services support and expertise, provided that City pays all costs of and associated with such services, as calculated at a reasonable time-and-materials rate, and providing the City with any export services necessary for the transition.

Such section is hereby amended in its entirety to read as follows:

26c. Disposition of City Content. Upon expiration or termination of this Agreement for any reason other than as provided for in Section 26(a), within thirty (30) calendar days following termination or expiration of this Agreement, city may request that Contractor provide a complete copy of the hosted City Content, as such may be updated or modified, to City in a non-proprietary machine-readable format specified by City. City may also request, no more than

once per calendar year, a representative sample of the City Content for testing purposes. Contractor will comply in a timely manner with such request, provided that City pays all costs associated with such copying, as calculated at a reasonable time-and-materials rate. If City elects to use other hosting option, including on-premise hosting and hosting by other third parties, Contractor will assist the City in the transition to ensure uninterrupted access to the data. The Contractor shall be required to cooperate in the transition of the hosted City Content as to ensure uninterrupted access to the data by City employees and members of the public. Contractor shall also fully cooperate in the transition of the hosted services to on-premise hosting or to any contractor awarded the services in the future, including but not limited to, providing to the City services support and expertise, provided that City pays all costs of and associated with such services, as calculated at a reasonable time-and-materials rate, and providing the City with any export services necessary for the transition.

2d. Section 27. Section 27, Notices to the Parties, currently reads as follows:

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

To City: Kimberlee Kimura
Chief Administrative Officer
Office of the Assessor-Recorder
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Kimberlee.Kimura@sfgov.org

To Contractor: William Whitney
Chief Executive Officer
BMI Imaging Systems, Inc.
1115 East Arques Avenue
Sunnyvale, CA 94085

Any notice of default must be sent by registered mail.

Such section is hereby amended in its entirety to read as follows:

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

To City: Gigi Whitley
Deputy Director for Administration and Finance
Office of the Assessor-Recorder
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Gigi.Whitley@sfgov.org

To Contractor: William Whitney
Chief Executive Officer
BMI Imaging Systems, Inc.
1115 East Arques Avenue
Sunnyvale, CA 94085

Any notice of default must be sent by registered mail.

2e. Appendix A, Section 2. Appendix A, Section 2, Services to be provided by Contractor, currently reads as follows:

2. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the **Office of the Assessor-Recorder** will be **Mr. Blair Adams**.

Such section is hereby amended in its entirety to read as follows:

2. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the **Office of the Assessor-Recorder** will be **Ms. Christina Lee**.

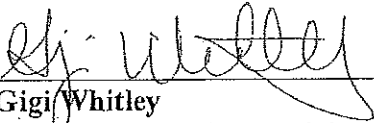
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

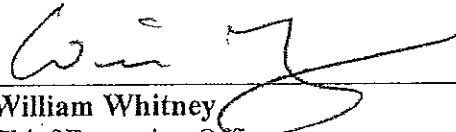
Recommended by:



Gigi Whitley
Deputy Director for Administration and
Finance
Office of the Assessor-Recorder

CONTRACTOR

BMI Imaging Systems, Inc.



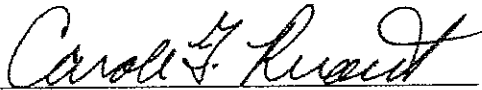
William Whitney
Chief Executive Officer

City vendor number: **C02158**

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Carole F. Ruwart
Deputy City Attorney

Approved:



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

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

Software as a Service Agreement
between the City and County of San Francisco and

BMI Imaging Systems, Inc.

This Agreement is made this 4th day of March, 2013, in the City and County of San Francisco, State of California, by and between: **BMI Imaging Systems, Inc., 1115 E. Arques Ave., Sunnyvale, CA 94085-3941**, 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 Office of the Assessor-Recorder ("Department") wishes to license a certain software application and obtain hosting services; and,

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

Now, THEREFORE, the parties agree as follows:

1. DEFINITIONS

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

Agreement	This document and any attached appendices and exhibits, including any future written and executed amendments.
City Website	Means the Website that provides End User access to the (i) Licensed SaaS Application, and (ii) City Content.
City Content	The San Francisco Assessor-Recorder Land Records from 1906-1999, the Marriage Licenses/Indices, and any other materials provided by City to Contractor during the term of this Agreement.
Contractor's Website	Means the Contractor's collection of interlined Web pages with the intended starting file called a "home page."

Disabling Code	Means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the End User's access to the SaaS Application through the City's Website and/or End User's processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.
End User	Any City employee or member of the public accessing the SaaS Application through the City's Website and/or End User's processing environment.
Major Release	Means a SaaS Application release that makes significant improvements in the functionality or performance of the SaaS Application. Typically, for a software product, the first number to the left of the decimal shows a Major Release in the numerical designation thereof.
SaaS Application	The computer program resident on Contractor's servers that provides the Services described in Appendix A and that may be accessed by End Users through the City's Website and/or End User's processing environment.
Services	Means the provision of the hosted services to be performed by the Contractor as described in Appendix A, "Services to be Provided by Contractor."
Specifications	The functional and operational characteristics of the SaaS Application as described in Contractor's current published product descriptions and technical manuals.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Office of the Assessor-Recorder. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Office of the Assessor-Recorder, unless otherwise indicated by the context.

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

end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

3. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from April 1, 2013 to March 31, 2014 with three one year options to extend at the City's sole and absolute discretion.
4. **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.
5. **Services Contractor Agrees to Perform.** During the Term of this Agreement, Contractor will perform all of the Services specified below:
 - a. The Contractor agrees to perform the services provided for in Appendix A, "Services to be Provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein.
 - b. Provide all hardware, software and other equipment at Contractor's hosting site as described in Exhibit 1 or any Description of Services (and any applicable disaster recovery site) as necessary to host the City's Content and deliver the SaaS Application described in Exhibit 1 or in the Description of Services.
 - c. Provide End User access to the SaaS Application and City Content pursuant to the license grant in Section 7.
 - d. Create the City's Website by personalizing the Contractor's Website with the City's Content.
 - e. Comply with the Service Level Obligations described in Exhibit 1 or in the Description of Services.
 - f. Maintain the correct operation and updates of the SaaS Application, Contractor's Website, City's Website and provide maintenance and support services as specified in this Agreement.
 - g. Provide Disaster Recovery Services as described in Section 23(d) and Exhibit 2.
6. **City's Responsibilities.** During the Term of this Agreement, City shall:
 - a. Provide the Contractor with City Content to be hosted.
 - b. Specify the identity of City's employee End Users permitted restricted access to the SaaS Application and their level of approved access.
7. **LICENSE**
 - a. **License Grant.** Subject to the payment of the fees described herein, Contractor hereby grants to City and End Users, a non-exclusive, worldwide license to use, display, and execute the SaaS Application and City Software during the Term and any renewals thereof, if any.

b. **Click-Wrap Disclaimer.** No 'click to accept' agreement that may be required for the End User access to the SaaS Application or Contractor's Website and no 'terms of use' or 'privacy policy' referenced therein or conditioned for use of the SaaS Application or Contractor's Website shall apply. Only the provisions of this Agreement shall apply to City's End Users for access thereto and use thereof. The Parties acknowledge that each End User may be required to click "Accept" as a condition of access to the Contractor or City's Website, but the provisions of such 'click to accept' agreement and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for each such End User.

c. **SaaS Application Title.** City acknowledges that title to the SaaS Application shall at all times remain with Contractor, and that City has no rights in the SaaS Application except those expressly granted by this Agreement. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any SaaS Application or any related materials or Documentation by Contractor.

8. Warranties of Contractor.

a. **Compliance with Description of Services.** Contractor represents and warrants that the SaaS Application specified in this Agreement and all updates and improvements to the SaaS Application will comply in all material respects with the specifications and representations specified in this Agreement (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) or set forth (i) herein or in any amendment hereto, and (ii) the Service specifications including updates thereto.

b. **Title.** Contractor represents and warrants to City that it is the lawful owner or licensee of all programs, materials and property used by it in the performance of the Services contemplated hereunder and has the right to permit City access to or use of the SaaS Application and each component thereof.

c. **Disabling Code.** Contractor represents and warrants that the Services, SaaS Application, and any information, reports or other materials provided to End Users as a result of the operation of the Services, including future enhancements and modifications thereto, shall be free of any Disabling Code at the time of their receipt by End Users.

d. EXCEPT AS EXPRESSLY INDICATED IN THIS AGREEMENT AND SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SAAS APPLICATION OR SERVICE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Contractor's Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Contract may be terminated by City upon ten days written notice. Such termination does not waive any other legal remedies available to City.

10. **Payment.** Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 5 of this Agreement, that the Assessor-Recorder, 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 **twenty thousand one**

hundred dollars and no cents (\$20,100.00). 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. In no event shall City be liable for interest or late charges for any late payments.

11. 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.

12. 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."

13. 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=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. 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.

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

15. 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.

16. **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.

17. **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.

18. **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.

19. Insurance

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

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

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

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

4) Technology Errors and Omissions Liability. Contractor shall obtain and maintain throughout the duration of the contract technology errors and omissions liability coverage with limits of \$1,000,000 per occurrence/loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, stored or transmitted in electronic form.

b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.

c) Liability arising from the introduction of a computer virus into, or otherwise causing damage to the District's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional period of three (3) years following termination of the contract.

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

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a

waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

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

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

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are 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.

20. Indemnification.

a. **Indemnification and General Liability.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this 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 and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or

employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

b. 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 SaaS Application infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed SaaS Application constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement. In the event a final injunction is obtained against City's use of the Licensed SaaS Application by reason of Infringement, or in Contractor's opinion City's use of the Licensed SaaS Application 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 SaaS Application as contemplated hereunder, (b) replace the Licensed SaaS Application with a non-infringing, functionally equivalent substitute Licensed SaaS Application, or (c) suitably modify the Licensed SaaS Application to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed SaaS Application. 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 this Agreement for the license of such infringing Licensed SaaS Application. Any unauthorized modification or attempted modification of the Licensed SaaS Application by City or any failure by City to implement any improvements or updates to the Licensed SaaS Application, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the Licensed SaaS Application with products or data of the type for which the Licensed SaaS Application was neither designed nor intended to be used.

21. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

22. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 10 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.

23. Force Majeure.

a. Liability. No Party shall be liable for any default or delay in the performance of its obligations under this Agreement: (i) if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"), (ii) 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 as described below in Section 23(d)).

b. Duration. In such event, 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.

c. Effect. If any event under Section 23(a), above substantially prevents, hinders, or delays performance of the Services as critical for more than fifteen (15) consecutive days, then at City's option: (i) City may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) City may terminate this Agreement without liability to City or Contractor as of a date specified by City in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from City for costs or expenses incurred by Contractor as a result of any force majeure condition which lasts longer than three (3) days.

d. Disaster Recovery. In the event of a disaster, as defined below, Contractor will be responsible for providing disaster recovery services in accordance with the provisions of the disaster recovery plan attached as Exhibit 2 hereto, or as otherwise set forth in this Agreement or any Statement of Work. Notwithstanding Section 23(a), a Force Majeure Event shall not excuse Contractor of its obligations for performing disaster recovery services as provided in this Section. In the event that a disaster occurs and Contractor fails to restore the hosting services within 24 hours of the initial disruption to Services, City may, in its discretion, deem such actions to be a material default by Contractor incapable of cure, and City may immediately terminate this Agreement. For purposes of this Agreement, a "disaster" shall mean an interruption in the hosting services or the inability of Contractor to provide City with the SaaS Application hosting services for any reason that could be remedied by relocating the SaaS Application hosting services to a different physical location outside the proximity of its primary data center.

24. Proprietary or Confidential Information.

a. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

b. Nondisclosure. The receiving party of proprietary or Confidential Information agrees and acknowledges that it shall have no proprietary interest in the Confidential Information and will not disclose, communicate nor publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the disclosing party, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing party. The receiving party shall take all necessary steps to ensure that the Confidential Information is securely maintained. The receiving party's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event the receiving party becomes legally compelled to disclose any of the Confidential Information, it shall provide the disclosing party with prompt notice thereof and shall not divulge any information until the disclosing party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing party are unsuccessful, or the disclosing party otherwise waives its right to seek such remedies, the receiving party shall disclose only that portion of the Confidential Information which it is legally required to disclose.

c. Data Security. Contractor shall at all times during the Term provide and maintain up-to-date security with respect to (a) the Services, (b) the City's Website, (c) Contractor's physical facilities, and (d) Contractor's networks, to prevent unauthorized access or "hacking" of City's Confidential Information. Contractor shall provide security for its networks and all internet connections consistent with best practices observed by well-managed SaaSs working in the financial services industry, and Contractor will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. Contractor will maintain appropriate safeguards to restrict access to City's Confidential Information to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor. For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., "firewalls" or similar barriers) and password protected access to the City's Confidential Information. For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City's Confidential Information. Contractor also will establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the City's Confidential Information from unwarranted disclosure. City agrees that Contractor has no ability to determine use of or to restrict access to City Content once City SaaS Administrators have granted access to any user. City agrees that restrictions on use of content after content has come to a user authorized by City SaaS Administrators will be solely the responsibility of the City and

Contractor shall bear no liability in any fashion for the release of data originating from City authorized users.

d. **Loss or Unauthorized Access.** Contractor will promptly notify City of any actual or potential exposure or misappropriation of City's Content (any "Leak") that comes to Contractor's attention. Contractor will cooperate with City and with law enforcement authorities in investigating any such Leak, at Contractor's expense. Contractor will likewise cooperate with City and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Contractor's expense, except to the extent that the Leak was caused by City. The remedies and obligations set forth in this section are in addition to any other City may have.

e. **Ownership of City Content.** While the Licensed SaaS Application provided pursuant to this Agreement is the proprietary information and property of Contractor, Contractor acknowledges and agrees that City owns the City Content stored within the Licensed SaaS Application, that End Users have a right to access and retrieve such City Content at any time, and that any access to and use of such City Content by Contractor shall be for the sole purpose of providing the Hosting Services pursuant to this Agreement. Any other use by Contractor is strictly prohibited.

25. **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.

26. Termination

a. **Basis for Termination by Contractor.** Contractor shall have the right to terminate this Agreement if City is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of ninety (90) days after the last day payment is due; provided, however, that written notice is given to City by Contractor of the expiration date of the ninety-day (90) delinquency period at least ten (10) days prior to the expiration date or, to terminate this Agreement if City commits any other breach of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice by Contractor of such breach.

b. **Basis for Termination by City.** City shall have the right, without further obligation or liability to Contractor: (i) to immediately terminate this Agreement if Contractor commits any breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City in the same manner as if City ceased to use SaaS Application due to infringement under Section 20(b); or (ii) to terminate this Agreement upon thirty (30) days prior written notice for City's convenience and without cause, provided that except for termination due to an uncured breach as set forth in this Section and in the event of Infringement, City shall not be entitled to a refund of any amounts previously paid under this Agreement.

c. **Disposition of City Content.** Upon expiration or termination of this Agreement for any reason other than as provided for in Section 26(a), within thirty (30) calendar days following termination or expiration of this Agreement, City may request that Contractor provide a complete copy of the hosted City Content, as such may be updated or modified, to City in a non-proprietary machine-readable format. Contractor will comply in a timely manner with such request, provided that City pays all costs associated with such copying, as calculated at a reasonable time-and-materials rate. If City elects to use other hosting option, including on-premise hosting and hosting by other third parties, Contractor will assist the City in the transition to ensure uninterrupted access to the data. The Contractor shall be required to cooperate in the transition of the hosted City Content as to ensure uninterrupted access to the data by City employees and members of the public. Contractor shall also fully cooperate in the transition of the hosted services to on-premise hosting or to any contractor awarded the services in the future, including but not limited to, providing to the City services support and expertise, provided that City pays all costs of and associated with such services, as calculated at a reasonable time-and-materials rate, and providing the City with any export services necessary for the transition.

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

- | | |
|---|--|
| 13. Submitting False Claims; Monetary Penalties. | 24. Proprietary or Confidential Information of City |
| 14. Taxes | 25. Protection of Private Information. |
| 15. Payment Does Not Imply Acceptance of Work. | 36. Non-Waiver of Rights. |
| 16. Responsibility for Equipment | 37. Modification of Agreement |
| 18. Independent Contractor; Payment of Taxes and Other Expenses | 38. Administrative Remedy for Agreement Interpretation |
| 19. Insurance | 39. Agreement Made in California; Venue. |
| 20. Indemnification | 40. Construction |
| 21. Incidental and Consequential Damages. | 41. Entire Agreement |
| 22. Liability of City. | |

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

To City: Kimberlee Kimura
 Chief Administrative Officer
 Office of the Assessor-Recorder
 City and County of San Francisco
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102
 Kimberlee.Kimura@sfgov.org

To Contractor: William Whitney
Chief Executive Officer
BMI Imaging Systems, Inc.
1115 East Arques Avenue
Sunnyvale, CA 94085

Any notice of default must be sent by registered mail.

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

29. 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.

30. 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.

31. 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.

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

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

34. 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.

35. 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 constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

36. 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.

37. 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.

38. 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.

39. 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.

40. **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.
41. **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.
42. **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.
43. **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.
44. **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
45. **SaaS 70 Audit.** During the Term of the Agreement, Contractor will provide, on a semi-annual basis, the SaaS 70 Type II Audit report ("Audit Reports") it receives from its hosting service provider as follows: (a) the Audit Reports will include a 180 day (six month) testing period; and (b) the Audit Reports will be available to City no later than 30 days after they are received by Contractor. Upon City's written request, Contractor will provide a so-called "negative assurance opinion" to City as soon as said opinion is received from Contractor's hosting service provider. Contractor shall on a semi-annual basis, and otherwise as reasonably requested by City: (i) provide the foregoing Audit Reports to City and (ii) request such "negative assurance opinions" on City's behalf.


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

CITY

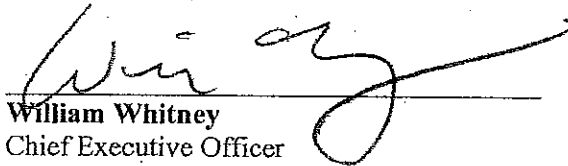
CONTRACTOR

Recommended by:

BMI Imaging Systems, Inc.



Kimberlee Kimura
Chief Administrative Officer
Office of the Assessor-Recorder



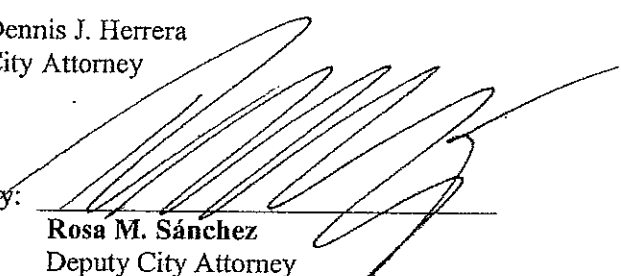
William Whitney
Chief Executive Officer

City vendor number: **CO2158**

Approved as to Form:

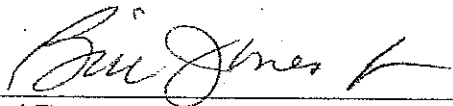
Dennis J. Herrera
City Attorney

By:



Rosa M. Sánchez
Deputy City Attorney

Approved:



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

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

Exhibits

- 1: Service Level Obligations
- 2: Disaster Recovery Plan

Appendix A
Services to be provided by Contractor

1. Description of Services

Contractor shall perform services as described in this Appendix A. The San Francisco Assessor-Recorder Land Records from 1906-1999 and/or other materials provided by City to Contractor shall be referred to as "City's Content". The results of digital or photographic reproduction processes, of City's Content, that can be viewed by the End Users on a computer screen shall be referred to as the "Imaged Product". City shall be given unlimited Internal User Licenses – Browser Ver 5.0.

a. HOSTING CITY'S CONTENT/IMAGED PRODUCT:

Contractor shall provide a minimum hardware storage configuration of RAID 5 on which will be stored the Imaged Product. Contractor shall provide this hardware configuration in both of its two (2) hosting locations, with one configuration available at any one time at least 99.9% of normal business hours.

b. ACCESS SERVICES:

Contractor shall allow access to the Imaged Product to End Users via the City's Website and/or End User's processing environment from one or more of Contractor's data repositories. Contractor shall provide City Designated Master Administrator Rights to create other Master Administrators, Administrators or End Users. City Designated Master Administrators or others as approved by City Master Administrator shall issue passwords to City's employee End Users authorizing these employees to view City's Content. Adding or removing City employee End Users will be at the discretion of the Assessor-Recorder Master Administrator or his/her designee(s). Members of the public authorized to view the Imaged Product will be able to do so through the Website created by Contractor for City for public viewing.

c. HOSTED SERVICES AVAILABILITY: Contractor shall provide City with no less than twenty-four (24) hours notice prior to hosted SaaS Application unavailability due to planned maintenance (other than during Contractor's standard maintenance window outside of normal business hours or over the weekend). Contractor shall provide as much notice as is practicable under the circumstances for updates and fixes which must be applied on a more urgent basis. Contractor will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, Contractor warrants that the hosted SaaS Application will be generally available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each calendar month during which the availability of the hosted SaaS Application does not achieve the established standard, Contractor will provide a credit as set forth in Exhibit 1, provided substandard availability is identified by City in writing or by e-mail to Contractor and can be objectively verified.

d. MAINTENANCE

(1) Regular Maintenance or System Upgrades. Contractor shall perform preventative maintenance of the SaaS Application, its servers and other facilities in accordance with its normal maintenance schedules and procedures. Contractor shall follow the maintenance notifications detailed in section (c.) "Hosted Services Availability", above.

(2) Unscheduled Maintenance. Contractor shall provide as much notice as is practicable under the circumstances for updates and fixes which must be applied on a more urgent basis. Contractor will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

e. CUSTOMER SUPPORT. City may contact Contractor either by telephone, e-mail and/or other means agreed to by Contractor and City, for operational and technical support pertaining to the services provided under this Agreement. Such support shall be provided on Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, excluding Contractor holidays. Contractor holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, and the day after Christmas Day. Contractor will provide City with a toll-free telephone number for support. Support shall be unlimited as to time, provided support requests from City are reasonable and are requested within the hours indicated above.

2. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Office of the Assessor-Recorder will be **Mr. Blair Adams**.

**Appendix B
Calculation of Charges**

Contractor shall be paid one thousand six hundred and seventy five dollars and no cents (\$1,675.00) per month for the hosting of City Content and SaaS Application services.

EXHIBIT 1
Service Level Obligations

1. **System Availability and Performance.** Contractor warrants that the hosted SaaS Application will be generally available no less than ninety-nine point nine percent (99.9%) of each calendar month. The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. "Uptime" is calculated per calendar month as Total Up-Time divided by (Maximum Up-Time minus Excluded Down-Time) times 100. A credit will be provided to City as an account credit, which may be applied to amounts owed to Contractor by City for future hosting services.

<u>Uptime</u>	<u>Equivalent in Minutes</u> <small>(Based on 43,200 Minutes per Month)</small>	<u>Credit</u>
Greater than or equal to 99.9%	Less than or equal to 43 minutes/month	0% Credit
Less than 99.9% to 99.0%	44 minutes to 430 minutes/month	15% Credit
Less than 99.0% to 95.0%	431 minutes to 2,150 minutes/month	35% Credit
Less than 95.0%	More than 2,150 minutes /month	100% Credit

2. **Hosting Services; Data Center.**

The location of the data center that will be used to host the SaaS Application is as follows:

Primary data center: **Raging Wire**
Striker Avenue
Sacramento, CA 95834

Back-up data center: **BMI Imaging Systems, Inc.**
1115 East Arques Avenue
Sunnyvale, CA 94085

In the event that the location of the data center used to host the SaaS Application is changed, Contractor shall provide City with prior written notice of said change and disclose the address of the new facility. Any such new primary facility shall be located within the United States. The Data Centers referenced above are subcontractors that are approved by City.

In the event Contractor changes the foregoing hosting provider, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement hosting provider. The replacement hosting provider shall be a reputable hosting provider comparable to Contractor's current hosting provider, and said replacement hosting provider shall be located within the United States. The replacement hosting provider shall perform a SAAS 70 Type II Audit at least semi-annually and said audit shall be provided to City in accordance with Section 67 of the Agreement.

EXHIBIT 2
Disaster Recovery Plan

Disaster Recovery Plan is limited to two RAID 5 copies of the data in each data center (Sacramento/Sunnyvale). Contractor shall declare "disaster" status within twenty-four (24) hours of an event that causes a complete loss of service for twenty-four (24) hours or more, and will have a backup service running in the back-up facility within forty-eight (48) hours of such declaration. Both facilities are constantly polling requests and are virtually continuously accessible. In the event both centers are incapacitated, a complete set of City's Content shall be re-built by Contractor, from Contractor's own archived hard drives, within two (2) weeks of the catastrophic event.