



London Breed
Mayor

Micki Callahan
Human Resources Director

Date: March 1, 2019

To: The Honorable Civil Service Commission

Through: Micki Callahan *Kate HK For*
Human Resources Director

From: Sharon Lee, DBI
Bill Irwin, PUC
Jacquie Hale, DPH
Elena Baranoff, JUV
Cynthia Avakian, AIR
Simone Jacques, ASR
Marissa Bloom, ECN

Subject: **Personal Services Contracts Approval Request**

This report contains ten (10) 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 FY2018-2019	Total for FY2018-2019
\$346,195,000	\$229,123,750	\$1,399,705,138

Sharon Lee
Department Of Building Inspection
1660 Mission St., 6th Floor
San Francisco, CA 94103
(415) 575-6947

Bill Irwin
Public Utilities Commission
525 Golden Gate Ave., 8th Floor
San Francisco, CA 94102
BI: (415) 934-3975

Jacque Hale
Public Health
101 Grove Street Rom 307
San Francisco, CA 94102
(415) 554-2609

Elena Baranoff
Juvenile Probation
375 Woodside Ave
San Francisco, CA 94127
(415) 753-7560

Cynthia Avakian
Airport Commission
Contracts Administration Unit
POB 8097
San Francisco, CA 94128
(650) 821-2014

Simone Jacques
Assessor / Recorder
1 Dr Carlton B Goodlett Pl., Rm 190
San Francisco, CA 94102
(415) 554-5279

Marissa Bloom
Economic and Workforce Development
1 South Van Ness Ave., 5th floor
San Francisco, CA 94103
(415) 701-4887

Table of Contents
PSC Submissions

Regular PSCs	Department	Page
48904-18/19	Department of Building Inspection	1
40642-18/19	Public Utilities Commission	75
43138-18/19	Public Health	90
46063-18/19	Juvenile Probation	95
48319-18/19	Airport Commission	121
43232-18/19	Public Utilities Commission	139
Modification PSCs		
37035-18/19	Assessor Recorder	145
32756-17/18	Economic and Workforce Development	154
4161-08/09	Public Utilities Commission	165
49415-16/17	Public Utilities Commission	176

POSTING FOR

March 18, 2019

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

2019-03-18

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
48904 - 18/19	DEPARTMENT OF BUILDING INSPECTION	\$4,100,000.00	Contractor will continue to convert all of Department of Building Inspection paper-based plans and drawings, paper-based small documents and microfilm rolls into digital images and create an index of all digital documents that are retrievable through the Department's document management system. This data management will increase efficiency and effectiveness of the Department's records management process	July 1, 2019	June 30, 2028	REGULAR
40642 - 18/19	PUBLIC UTILITIES COMMISSION	\$1,500,000.00	San Francisco Public Utilities Commission (SFPUC) has developed an electronic bidding system, SFBid, for city contracts. This contract brought expert developers to develop the SFBid application. The developers have been working the project team of City employees, and under the direction of SFPUC Project Managers. Now, expert maintenance and further development services are needed to improve the application.	March 18, 2019	March 17, 2022	REGULAR
43138 - 18/19	PUBLIC HEALTH	\$6,000,000.00	Contractor(s) will provide as-needed, short-term, intermittent medical record data abstraction services to transfer the Department's legacy Electronic Health Record (EHR) and paper chart data to the new EHR system. Contractor(s) will abstract current clinical charts on an as-needed basis from files provided by the Department.	November 1, 2018	October 31, 2022	REGULAR
46063 - 18/19	JUVENILE PROBATION	\$350,000.00	Contractor will provide background investigation services for the Juvenile Probation Department (JPD) related to applicants' pre-employment background screening for sworn and non-sworn positions. Contractor will also investigate alleged employee misconduct, conduct unbecoming of a peace officer, and possible ethical, policy, and legal violations. Investigations may involve interviews with minors under the jurisdiction of the Juvenile Court, assigned to the Department, and potentially detained in Juvenile Hall.	January 1, 2019	December 31, 2022	REGULAR
48319 - 18/19	AIRPORT COMMISSION	\$325,000,000.00	The original system was procured through a construction project as part of San Francisco International Airport's Master Plan in the 1990s (Phase I-Airport Rail Transit Operating System - now know as "AirTrain") and Phase II Operations and Maintenance. The AirTrain System was substantially completed in 2002. Phase II started in 2003 and ended in 2009. The contract with Bombardier Transportation was later modified as a result of a settlement agreement from 2009 to 2019. The new contract will provide the required personnel, supplies and materials necessary to perform the administration and management of all operations and maintenance requirements of the AirTrain proprietary system. Operations and maintenance administration and management include: (a) Central Control Operations - Monitor and control train operations including scheduling and running of all trains; initiating and supervising train movement; and related activities such as the addition to or removal of trains from service. (b) Maintain fleet of 38 automated AirTrain vehicles - including all	July 1, 2019	June 30, 2034	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>mechanical, electrical, pneumatic and hydraulic systems.</p> <p>(c) Maintain 6 miles of dedicated guideway - including all mechanical, electrical, pneumatic and hydraulic systems</p> <p>(d) Provide employee training and certify/recertify central control operators and technicians.</p> <p>(e) Implement train and passenger emergency procedures and assist first responders in the event of an emergency.</p> <p>(f) Provide recovery personnel to remove disabled vehicles from service and respond to equipment failures throughout the system.</p> <p>(g) Collect, analyze, and report system data.</p> <p>(h) Conduct service availability monitoring.</p> <p>The original system was procured through a construction project in the 1990s (Phase I-Airport Rail Transit Operating System - now know as "AirTrain") and began operations and maintenance in 1998 (Phase II).</p>			
43232 - 18/19	PUBLIC UTILITIES COMMISSION	\$1,000,000.00	<p>This contract entails the processing of Class B biosolids (Class B levels have trace amounts of pathogens) into Class A biosolids (Class A Biosolids have been treated to eliminate pathogens). Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503 (the criteria that refers to the elimination of pathogens), the federal regulations which govern biosolids. The current contractor uses a proprietary technology to process Class B biosolids into Class A biosolids at a facility in Fairfield. This technology uses heat, alkali and high shear forces to create a Class A biosolids liquid fertilizer. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. The contractor must ensure all pertinent regulations are adhered to.</p>	May 15, 2019	May 14, 2022	REGULAR

TOTAL AMOUNT \$337,950,000



Posting For March 18, 2019

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2019-03-18

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
37035 - 18/19 - MODIFICATIONS	March 18, 2019	ASSESSOR / RECORDER -- ASR	\$125,000	\$200,000	The City and County of San Francisco Office of Assessor-Recorder (ASR) seeks to create a new map design, map annotation and layout for the annual Assessor Map Series based on the California State Board of Equalization Assessor's Handbook, Section 215 of 2010-04, Assessment Map Standards for Manual Systems. The production of these maps will be completed with ESRI GIS software tools.	01/01/2019	12/31/2020	REGULAR
32756 - 17/18 - MODIFICATIONS	March 18, 2019	ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN	\$220,000	\$320,000	The Office of Economic and Workforce Development (OEWD) is seeking nonprofit organizational development consultants to support the City's Nonprofit Capacity Building program. The selected consultants will guide organizational diagnostic assessments, provide business counseling and identify capacity-building resources including service providers and/or training services. Specifically, OEWD is seeking consultants with expertise in one or more of the following areas, as they relate to nonprofit capacity building: a. Organizational needs assessment & market analysis b. Strategy, vision & impact c. Leadership coaching d. Fund development & resource generation e. Board development f. Equity, diversity & cultural competence g. Staff recruiting, development and retention h. Financial planning, budgeting, oversight & operations i. Succession planning j. Risk assessment k. Organizational design & change management l. Mergers and strategic restructuring m. Evaluation and infrastructure for ongoing program & organizational assessment n. Volunteer management o. Technological infrastructure p. Nonprofit establishment and formation q. Industry specific expertise (i.e. economic development, workforce, arts, education, etc.)	02/18/2019	06/30/2021	REGULAR
4161-08/09 - MODIFICATIONS	March 18, 2019	PUBLIC UTILITIES COMMISSION -- PUC	\$1,900,000	\$9,400,000	Contract work consists of engineering design and cost estimates with additional environmental and permitting services for a Newark to San Francisco submarine High Voltage Direct Current (HVDC) power cable. The design work will include substation sites and transmission routes from the existing Newark Substation to a new substation on or near Treasure Island with additional possible connections in the Greater Bay Area. The	08/02/2019	03/31/2022	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					environmental work includes preparation of California Environmental Quality Act (CEQA) documents, environmental background reports and permit applications. Coordination and work plan preparation; environmental document scoping; environmental background and field studies; alternatives analysis; preparation of draft environmental documents; public review of draft environmental documents; response to public comments; preparation of final environmental documents; and mitigation monitoring plan preparation.			
49415 - 16/17 - MODIFICATIONS	March 18, 2019	PUBLIC UTILITIES COMMISSION -- PUC	\$6,000,000	\$18,000,000	The San Francisco Public Utilities Commission (SFPUC) has awarded three (3) agreements, at \$4 million each to perform specialized Engineering Design Services on an as-needed basis to supplement SFPUC and other City Staff. Civil, structural, electrical, mechanical engineering and other specialized engineering are needed to complete utility engineering projects. This modification is necessary because both PRO.0076.B and PRO.0076.C were used to provide services to provide assessments and/or design repairs to SFPUC facilities at Moccasin damaged by the March 2018 Storm Event.	04/17/2018	03/14/2023	REGULAR

TOTAL AMOUNT \$8,245,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF BUILDING INSPECTION -- DBI

Dept. Code: DBI

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

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

Type of Service: professional service

Funding Source: operating budget

PSC Amount: \$4,100,000

PSC Est. Start Date: 07/01/2019 PSC Est. End Date 06/30/2028

1. Description of Work

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

Contractor will continue to convert all of Department of Building Inspection paper-based plans and drawings, paper-based small documents and microfilm rolls into digital images and create an index of all digital documents that are retrievable through the Department's document management system. This data management will increase efficiency and effectiveness of the Department's records management process

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

California Health and Safety Code Section 19850-19853 (attached) requires departments of every city and county to maintain an official copy of all records for every building, during the life of the building, for which the department issued a building permit and provide them when requested. The scanning of paper plans, permits, job cards, certificates of final completion and related documents and conversion of microfilm rolls to digital images is absolutely necessary because digital images allow the department to access records rapidly, efficiently and effectively thereby improving customer service and more productive use of staff. Additionally, all digital images are indexed and retrieved through PaperVision which is the department's document management system that allows staff to import and edit scanned images for customers. A customized proprietary software program, called DG edit, specially developed by the contractor's software team allows this functionality. DG edit customized software utilizes 1,500 proprietary codes and modules in a 20 step post-scan process specially developed for DBI. Only the contractor's software development team has the knowledge of proprietary software codes used in DG Edit software program that will enable scanned images to be edited, cropped and imported into department's document management system Plan Set Scanning The task of scanning large documents requires special scanning equipment that can accommodate building plans and drawings both in size and in volume. Without plan set scanning service, the Department must return to storage of paper drawings and manual retrieval of records, which will result in an unavoidable backlog of issued plans/drawings thus impacting the levels of customer service provided. Without this scanning service, the Department must purchase expensive large scanning equipment to accommodate oversized documents, pay expensive maintenance and technical services costs. Department does not have sufficient space to store large paper plans nor have sufficient space to store large scanning equipment. Consequences of denial will impact customer service. Non-Plan Sets Scanning The task of scanning old and current paper records into digital images including permits, job cards, certificates of final completion requires special scanning equipment. Without this scanning service, Department must return to manual storage of paper records and manual retrieval of records which will result in laborious effort from staff thus impacting levels of customer service provided and unproductive use of staff. Microfilm Conversion Microfilm Conversion project is 99% complete; however, there is still a need to convert film rolls into digital images on a as-needed basis. The task of converting microfilms and aperture cards to digital images require the use of special and expensive scanning equipment and a customized repository to house images until transferred to Department's document management system. Without microfilm conversion service, the Department must store rolls of microfilm in cabinets and use microfilm readers for manual retrieval which will result in long wait times for customers to gain access to their information. For each above, a denial would not allow the department to access records previously scanned and uploaded due to the proprietary software.

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

This service was provided by current contractor to the Department under PSC #4057 07/08; PSC #4079 11/12; and PSC #4080 11/12. To date, contractor successfully scanned and converted 200,000 sheets of paper based plans into digital images every year

D. Will the contract(s) be renewed?

Yes, this service is an ongoing need.

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

This service has been provided by current contractor to the Department since 2007 under PSC #4057-07/08; PSC #4079-11/12; and PSC #4080-11/12. To date, contractor successfully scanned and converted 200,000 sheets of paper based plans into digital images annually. PSC #4057-07/08 and PSC 4079 11/12 was for scanning and digitizing building plans and drawings into electronic retrieval through Papervision, DBI's document management system. PSC 4080-11/12 was for conversion of microfilm and old paper records (job cards, certificates of completion, permits dating back to 1930s) into digital images for electronic retrieval through Papervision. This PSC 48901-18/19 request will combine both professional services into one contract. DBI will continue to have a need for scanning and digitizing building plans, drawings, permits etc. and microfilm into digital images.

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:

City does not possess equipment necessary for this work and does not possess the proprietary software.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The required skills are technical knowledge of large format scanning of building plans and drawings into digital images process and all related machinery and equipment.

B. Which, if any, civil service class(es) normally perform(s) this work? 1750, Microphoto/Imaging Technician; 1752, Sr. Microphoto/Imaging Tech.;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the City lacks large scanning and electronic imaging machines. The work is performed at the contractor's site using their own specialized equipment

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

Per City's Department of Technology (DT), it would not be feasible for the City to perform large in-house scanning and imaging work due to the initial investment to obtain scanning and imaging equipment (i.e., software, hardware and maintenance) does not justify the on-going cost to stay abreast and keep up with the constant rapid technological changes and advancements. Scanning and imaging equipment technology is very specific which makes it difficult for the City to stay current. This is also true with the conversion of microfilm to digital images equipment. In addition, the City does not currently have the technical support staff, scanning equipment, network or physical storage space to perform the task.

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

A. Explain why civil service classes are not applicable.

Civil Service classes exist that operate printing equipment but not the large format scanning and imaging equipment needed to provide the required work for department's customers

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class to perform this work. Even if civil service classifications can adapt to do the work; in addition to funding these positions, the City would also need to allocate funding for the purchase of specialized large size scanning equipment. A large scale building plan scanner cost approximately \$100,000 each at a total cost of \$500,000 for five scanners required to do the work. A microfilm-microfiche/aperture scanner costs \$100,000 each for a total of \$800,000 for eight required to do the work. A digital scanner cost \$100,000 each for total of \$500,000 for five to do the work. Total equipment purchase could potentially cost up to \$2M. Additionally, there are costs for annual equipment maintenance and repairs; annual software maintenance and licensing fees; associated special technical training costs from the manufacturer will also be required to operate equipment and other indirect costs associated with performing task in-house including technical support from City's Department of Technology. Equipment replacement and software compatibility between scanning equipment and document management system, as well as specialized technical assistance upgrades to the system, must be contracted through the provider of the equipment and there are no applicable civil service classes who can perform this work. Lastly, there is also insufficient office space to accommodate large size equipment. Additionally, all digital images are indexed and retrieved through department's document management system, called Papervision, that allows staff to import and edit scanned images for customers. A customized software program, called DG edit, specially developed by the contractor's software team allows this functionality. DG edit customized software utilizes 1,500 proprietary codes and modules in a 20 step post-scan process specially developed for DBI. Only the contractor's software development team has the knowledge of proprietary software codes used in DG Edit software program that will enable scanned images to be edited, cropped and imported into department's document management system

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided. The City lacks large format scanning equipment.

C. Are there legal mandates requiring the use of contractual services?
Yes. California Health and Safety Code Section 19850-19853 requires departments of every city and county to maintain an official copy of all records for every building, during the life of the building, for which the department issued a building permit and provide them when requested

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

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

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

7. **Union Notification:** On 12/20/2018, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021

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

Name: Sharon Lee Phone: 415-575-6947 Email: sharon.lee@sfgov.org

Address: 1660 Mission Street, Administration, 6th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48904 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

Lee, Sharon (DBI)

From: dhr-psccordinator@sfgov.org on behalf of sharon.lee@sfgov.org
Sent: Thursday, December 20, 2018 1:10 PM
To: Lee, Sharon (DBI); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sirí Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Lee, Sharon (DBI); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48904 - 18/19

RECEIPT for Union Notification for PSC 48904 - 18/19 more than \$100k

The DEPARTMENT OF BUILDING INSPECTION – DBI has submitted a request for a Personal Services Contract (PSC) 48904 - 18/19 for \$4,100,000 for Initial Request services for the period 07/01/2019 – 06/30/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/12304> 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)

Health and Safety code Section 19850-19853

HEALTH AND SAFETY CODE

SECTION 19850-19853

19850. The building department of every city or county shall maintain an official copy, which may be on microfilm or other type of photographic copy, of the plans of every building, during the life of the building, for which the department issued a building permit.

"Building department" means the department, bureau, or officer charged with the enforcement of laws or ordinances regulating the erection, construction, or alteration of buildings.

Except for plans of a common interest development as defined in Section 4100 or 6534 of the Civil Code, plans need not be filed for:

(a) Single or multiple dwellings not more than two stories and basement in height.

(b) Garages and other structures appurtenant to buildings described under subdivision (a).

(c) Farm or ranch buildings.

(d) Any one-story building where the span between bearing walls does not exceed 25 feet. The exemption in this subdivision does not, however, apply to a steel frame or concrete building.

19851. (a) The official copy of the plans maintained by the building department of the city or county provided for under Section 19850 shall be open for inspection only on the premises of the building department as a public record. The copy may not be duplicated in whole or in part except (1) with the written permission, which permission shall not be unreasonably withheld as specified in subdivision (f), of the certified, licensed or registered professional or his or her successor, if any, who signed the original documents and the written permission of the original or current owner of the building, or, if the building is part of a common interest development, with the written permission of the board of directors or governing body of the association established to manage the common interest development, or (2) by order of a proper court or upon the request of any state agency.

(b) Any building department of a city or county, which is requested to duplicate the official copy of the plans maintained by the building department, shall request written permission to do so from the certified, licensed, or registered professional, or his or her successor, if any, who signed the original documents and from (1) the original or current owner of the building or (2), if the building is part of a common interest development, from the board of directors or other governing body of the association established to manage the common interest development.

(c) The building department shall also furnish the form of an affidavit to be completed and signed by the person requesting to duplicate the official copy of the plans, which contains provisions stating all of the following:

(1) That the copy of the plans shall only be used for the maintenance, operation, and use of the building.

(2) That drawings are instruments of professional service and are incomplete without the interpretation of the certified, licensed, or registered professional of record.

(3) That subdivision (a) of Section 5536.25 of the Business and

Professions Code states that a licensed architect who signs plans, specifications, reports, or documents shall not be responsible for damage caused by subsequent changes to, or use of, those plans, specifications, reports, or documents where the subsequent changes or uses, including changes or uses made by state or local governmental agencies, are not authorized or approved by the licensed architect who originally signed the plans, specifications, reports, or documents, provided that the architectural service rendered by the architect who signed the plans, specifications, reports, or documents was not also a proximate cause of the damage.

(d) The request by the building department to a licensed, registered, or certified professional may be made by the building department sending a registered or certified letter to the licensed, registered, or certified professional requesting his or her permission to duplicate the official copy of the plans and sending with the registered or certified letter, a copy of the affidavit furnished by the building department which has been completed and signed by the person requesting to duplicate the official copy of the plans. The registered or certified letters shall be sent by the building department to the most recent address of the licensed, registered, or certified professional available from the California State Board of Architectural Examiners.

(e) The governing body of the city or county may establish a fee to be paid by any person who requests the building department of the city or county to duplicate the official copy of any plans pursuant to this section, in an amount which it determines is reasonably necessary to cover the costs of the building department pursuant to this section.

(f) The certified, licensed, or registered professional's refusal to permit the duplication of the plans is unreasonable if, upon request from the building department, the professional does either of the following:

(1) Fails to respond to the local building department within 30 days of receipt by the professional of the request. However, if the building department determines that professional is unavailable to respond within 30 days of receipt of the request due to serious illness, travel, or other extenuating circumstances, the time period shall be extended by the building department to allow the professional adequate time to respond, as determined to be appropriate to the individual circumstance, but not to exceed 60 days.

(2) Refuses to give his or her permission for the duplication of the plans after receiving the signed affidavit and registered or certified letter specified in subdivisions (c) and (d).

19852. The governing body of a county or city, including a charter city, may prescribe such fees as will pay the expenses incurred by the building department of such city or county in maintaining the official copy of the plans of buildings for which it has issued a building permit, but the fees shall not exceed the amount reasonably required by the building department in maintaining the official copy of the plans of buildings for which it has issued a building permit. The fees shall be imposed pursuant to Section 66016 of the Government Code.

19853. This chapter shall not apply to any building containing a

bank, other financial institution, or public utility.

Agreement to Convert microfilm and old paper-based documents into digital images

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

Agreement between the City and County of San Francisco and

BMI Imaging Systems, Inc.

This Agreement is made this 1st day of October, 2012, in the City and County of San Francisco, State of California, by and between: BMI Imaging Systems, Inc., 115 East Arques Avenue, Sunnyvale, CA 94085, 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 Department of Building Inspection ("Department") wishes to convert various sizes of its final paper-based plans/drawings into digital images and create an index of all imaged documents that are storable and retrievable through the PaperVision document management system; and,

WHEREAS, a Request for Proposal ("RFP") was issued on April 2, 2012, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4079-11/12 on February 6, 2012;

Now, THEREFORE, the parties agree as follows:

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from October 1, 2012 to June 30, 2017.

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

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

5. **Compensation.** Compensation shall be made upon approval of deliverables for work, as set forth in Section 4 of this Agreement, that the Director or his/her designated officer, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed one million dollars (\$1,000,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of Building Inspection as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. **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.

7. **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."

8. **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.municode.com/Library/clientCodePage.aspx?clientID=4201>. 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.

9. **Disallowance.** Left blank by agreement of the parties.

10. **Taxes**

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

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

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

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

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

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

11. **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.

12. 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.

13. 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.

14. 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.

15. 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.

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.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this 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. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. 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.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 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.

19. Liquidated Damages. Left blank by agreement of the parties.

20. Default; Remedies

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

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

- | | |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of

Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

21. Termination for Convenience

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

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

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

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

3) Terminating all existing orders and subcontracts.

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

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

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

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

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

1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct

costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

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

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

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |

- | | |
|--|---------------------------------------|
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

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

23. 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.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in 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.

25. 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: Patty Herrera
 Division Manager
 Department of Building Inspection
 1660 Mission Street
 San Francisco, CA 94103
 Tel: 415-558-6130
 Fax: 415-558-6402
 E-mail: patty.herrera@sfgov.org

To Contractor: Gordon Shiozaki
 Senior Account Executive
 BMI Imaging Systems, Inc.
 1115 East Arques Avenue
 Sunnyvale, CA 94085
 Tel: 800-359-3456 Ext 212

Fax: 408-736-4397

E-mail: gshiozaki@bmiimaging.com

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. 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.

29. 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.

30. 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.

31. 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.

32. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. **Compliance and Enforcement**

1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation

of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 20%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

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

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

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

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

35. **MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing

below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

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

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

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

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

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

42. 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.

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

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

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

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

44. Requiring Health Benefits for Covered Employees

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

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan

option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

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

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

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

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

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

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

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may

train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. **Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.**

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position

improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts.

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

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

49. 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.

50. 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.

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

52. **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. **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.

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

55. **Supervision of Minors.** Left blank by agreement of the parties.

56. **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.

57. **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.

58. **Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This

section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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

59. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure. Left blank by agreement of the parties.

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

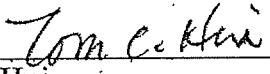
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

BMI Imaging Systems, Inc.



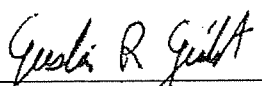
Tom Hui
Acting Director
Department of Building Inspection

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

Approved as to Form:

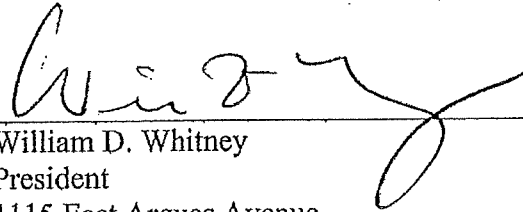
I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the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

Dennis J. Herrera
City Attorney

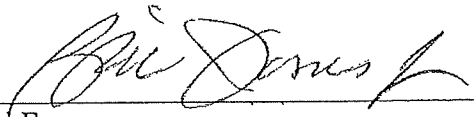


Gustin R. Gilbert
Deputy City Attorney

Approved:



William D. Whitney
President
1115 East Arques Avenue
Sunnyvale, CA 94085



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

City vendor number: 03073

Appendices

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

Appendix A Services to be provided by Contractor

1. Description of Services

Contractor agrees to provide the services described below all in accordance with the terms of its proposal dated May 4, 2012, which is hereby incorporated by reference as though fully set forth herein.

Contractor will convert all of the Department's paper-based plans/drawings into digital images and create an index of all imaged documents that are storable and retrievable through the PaperVision document management system. Plans/drawings may vary in sizes of 11"x17", 16"x24", 24"x36", 36"x42", 36"x48" and ranges between 10,000 to 12,000 pages/sheets per month. The work is to be done in accordance with the Scanning and Indexing Requirements furnished by the Department of Building Inspection.

Description of Material

The plan sets can be a single page document or multiple pages. The rolled plans will have the Permit Application Number written on the front side of the first sheet in each plan set so the number appears on the outside of the rolled set of plans.

Transport & Handling of Documents

- BMI will provide pick-up and delivery of the original material and deliverable media using BMI's drivers and vehicles as required by DBI at the DBI offices located at 1660 Mission Street, San Francisco.
- DBI will provide an inventory list of the plans being sent for conversion. The list includes the Permit Numbers that are contained in each box of plans.
- Documents will be transported to BMI's facility located at 1115 E. Arques Avenue, Sunnyvale, CA 94085.
- Boxes are logged into BMI's Job Traq production tracking system and are assigned a Job Number and Box Numbers.
- The DBI inventory will assist in recovery of a document for return to DBI and will serve as the point of reference for document destruction.
- At completion of each job and upon delivery of the media (CD/DVD), BMI will provide a delivery receipt that requires signature by authorized DBI personnel. A copy of the delivery receipt will be retained by both parties.
- The original documents will be destroyed upon written approval by DBI.
- Turnaround schedules will be determined as agreed upon by both BMI and DBI.

Document Preparation

- BMI will provide document preparation to include the un-rolling of plan sets, removal of staples.
- After scanning, the documents will be rolled but not re-stapled since the documents will be held for disposal.

- Documents attached to the plans and not scanned will be returned to the DBI with the delivery of the deliverable media.

Document Scanning

- All sheets will be scanned at a minimum of 200dpi resolution following the specifications as detailed in Appendix C, DBI's Scanning and Indexing Requirements for Building Plans.
- Title 24 Energy Calculations and Special Inspection requirements will be scanned as part of the Plans. Structural calculations, hydraulic calculations, and other attached documents will be removed and returned to DBI.
- The overall image format will be "bi-tonal TIFF Group 4" with the exception for grayscale images as required.
- Grayscale scanning will be provided for blue line drawings that contain excessive background on the sheet.
- A "Poor Quality" disclaimer will be scanned as the cover page for poor quality original documents.
- Images from each plan set will be formatted to DBI's document viewing and printing specifications per Appendix C.
- A linear scale will be added to each scanned image.

Indexing

- Each plan set will be indexed according to the specification that is detailed in Appendix C, DBI's Scanning and Indexing Requirements.
- DBI will provide BMI with complete electronic files from the DBI Permit Tracking System (PTS) that contain the indexing data for the Plans and Permit Applications.
- BMI indexes each plan set by manually double-keying the Permit Application Number that is written on the front sheet of the plan set and will populate the remaining index fields by a match and merge process using the DBI supplied PTS data.
- BMI will contact DBI to resolve issues that may occur during the indexing process to deliver a complete data set for each job.

Quality Control

- BMI will review scanned documents for accuracy and completeness before providing them to DBI.
- BMI will provide reviewable images/data on a Web access (QA server) on which will be the scanned documents for review by the DBI.
- DBI authorized personnel will be able to accept or reject data and images based on existing protocols.
- Corrections due to BMI error are corrected at no cost. Other modifications or requested inspections will be billable (as Lab Services) on delivery of media with those requested changes.
- DBI will have the ability to modify and correct the index data before acceptance.
- Upon acceptance by DBI to all of the files of a Data Group, the image files are committed to the deliverable media for delivery to DBI.

- The images from each Data Group are then transferred to BMI's Web Hosting server (Archive server) that will serve as a backup to the approved and delivered images.
- If any corrections are needed after upload to the Archive Server or final Paper Vision disks, BMI will so provide either at quoted rates for Lab Services.
- BMI shall maintain an archived copy of all completed files, with indexing, for at least 5 years.

Deliverable Media

- The images and associated index data will be delivered on re-writeable CD or DVD media that contain the PaperVision ER or other agreed upon software.
- Each disk will be labeled and delivered as per established requirements.
- Upon any delivery, BMI will provide a delivery receipt that requires signature by authorized DBI personnel. A copy of the delivery receipt will be retained by both parties.

Retrieval of Documents

- Special requests for a document while in process may be necessary. DBI will make the request by email with the description of the Application# and the Monthly Period of boxes that will contain the document.
- The document is retrieved, prepared and scanned.
- Delivery of the digital images of the document will be made via QA Server, FTP or email attachment, as detailed in DBI's request.
- A special request for the original document can be made. The original document is retrieved and will be delivered by a BMI driver, or overnight carrier, within 48 hours of the request.
- Charges for retrievals, scanning and delivery of the documents will apply.

Storage and Disposal of Documents

- BMI will store the original material for up to 90 days after delivery of the deliverable media to DBI.
- Following DBI's approval of a monthly batch on the QA Server, BMI will issue an Authorization To Destroy that requires signature by an authorized DBI staff person.
- Upon receipt of the signed Authorization to Destroy, the documents are taken by BMI to a paper recycling company for disposal.
- Should DBI require storage beyond the 90 day period or if there is a back log of material that must be stored, BMI has the capacity to store additional documents beyond normal volumes. Normal storage volume encompasses the storage of up to 150 boxes (50 boxes per month production).
- Storage charges will apply for any boxes over 150 residing at BMI that have not been authorized by DBI for destruction.

2. Reports

Contractor shall submit written reports as requested by the Department of Building Inspection. Format for the content of such reports shall be determined by the Department of Building Inspection. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Department of Building Inspection will be the Manager of the Records Management Division.

**Appendix B
Calculation of Charges**

BMI will submit monthly invoices to DBI detailing each batch of completed scanning. DBI will approve each invoice prior to payment.

<u>Item Description</u>	<u>Unit Cost</u>
TIFF Image Scanning @ 200dpi Resolution	
Pricing includes document preparation & insertion of scale based on historical costs of production.	
B - Size Sheets ~ 11" x 17"	\$ 0.80 / Sheet
C - Size Sheets ~ 16" x 24"	\$1.15 / Sheet
D - Size Sheets ~ 24" x 36"	\$1.20 / Sheet
E - Size Sheets ~ 36" x 42"	\$1.35 / Sheet
F - Size Sheets ~ 36" x 48"	\$1.40 / Sheet
Grayscale if needed add	\$0.50 / Sheet
Indexing (Key Permit # with Data March & Merge)	\$0.15 / Record
Media Mastering	
CD with Labeling	\$35 / CD
DVD with Labeling	\$50 / DVD
Authorized Paper Disposal / Recycling after 90 Days	Included
Storage for Boxes Over 150 Box Capacity (Optional)	\$10 / Box / Month
Pickup and Delivery	\$80 / Trip
Special Request for Documents	
Retrieve via Electronic Delivery	\$50 / Request

Hourly Rates

Basic Labor @ \$25 / Hour (ie: repair of document, extra document preparation)

Lab Services @ \$55 / Hour (ie: image enhancing, image rotation, indexing)

Technical Services @ \$75 / Hour (ie: manipulate DBI data, modify QA / DR server)

Programming Services @ \$225 / Hour (ie: write code to modify process)

The applicable hourly rate is determined by the nature of the request made by DBI.

Not To Exceed cost: \$1,000,000

Appendix C
Scanning and indexing requirements for Building plans, calculations and attachments

FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
I. 1	II. APPLKEY = APPLICATION #	<p>The Application Number is handwritten on the right-hand edge of the first page of the set of plans.</p> <ul style="list-style-type: none"> • In some instances, there will be more than one set of plans with the same application number with an alpha character such as S, S1, R2 written after the application number. These plan sets should be scanned and indexed individually as a separate set using the same application number followed by the alpha numeric number. <ul style="list-style-type: none"> ◦ For example, lines of indexing for this type of permit application numbers will show as follows: <ul style="list-style-type: none"> ▪ 201201011234 ▪ 201201011234S1 ▪ 201201011234R2 • Some plans may have more than one application number for the same address; in these instances, a line of indexing will be created for each permit application number. • Some plans may have more than one application number and multiple addresses; in these instances, a line of indexing will be created for each permit application number and address. <p>For further explanation of the procedure for this field, please call Records Management Division (RMD) staff.</p> <p>MANUAL ENTRY.</p>	Numeric / Alpha	17
I.		<p>Once application number is entered and matched with the Department of Building Inspection (DBI) Permit Tracking System (PTS) information, all other fields are populated from the database.</p> <p>Un-shaded fields are required fields. These fields are NOT to be left blank.</p> <ul style="list-style-type: none"> • If a required field cannot be identified or located on the document, that document will be marked for exception processing and authorized personnel at CCSF DBI will be contacted to resolve the issue. 		

Appendix C
Scanning and indexing requirements for Building plans, calculations and attachments

FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
		<ul style="list-style-type: none"> • An electronic copy of the image should be provided for DBI review, vendor personnel will await instructions before proceeding with that document. • If DBI is unable to verify data, enter NA on such field with the Department's approval, do not use space or slash when entering NA. <p>Shaded fields are optional fields, information should be included if available on PTS.</p> <ul style="list-style-type: none"> • If there is no information on a field, the field should be left empty; the word "Blank" should not be entered. <p>Exception: Fields #14, #15, and #17 – Vendor must enter the appropriate information manually (not from database). Please refer to the description on each field.</p> <p>Note: Since application numbers are handwritten on the plans, there is a greater chance of human error. If the application number is unreadable or does not match PTS, an electronic copy of the image should be provided for DBI review.</p>		

Appendix C
Scanning and indexing requirements for Building plans, calculations and attachments

FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
2	BLOCK = BLOCK NUMBER	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Numeric / Alpha	5
3	LOT = LOT NUMBER	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Numeric / Alpha	4
4	BUILD_NO	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE	Numeric / Alpha	8

Fields 5 – 12: For buildings with one lot number that have two or more house numbers, i.e. 10-12 Church St, DBI database will create one line of indexing for each house number (in this example: the database will create 10 Church St, and 12 Church St for the same permit application number). DBI requires a line of indexing per set of plans and address; for example,

- a. Buildings that may have two or more house numbers i.e. 10 – 12 Church Street will have a line of indexing for 10 Church Street and a line of indexing for 12 Church.
- b. If a document has two different addresses (i.e. a corner building may have 2 addresses with different street names, i.e. 2301 – 2303 Bryant & 2731 – 2737 21st Street), the document will be indexed twice.
For example: Appl. #200504069331 will be indexed twice under 2301 – 2303 Bryant Street and 2731 – 2737 21st Street.

Appendix C

Scanning and indexing requirements for Building plans, calculations and attachments

FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
5	LO_STREET_NO	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Numeric	6
6	LO_STR_SFX	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric/ Alpha	4
7	HI_STR_NO	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric	6
8	HI_STR_SFX	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric/ Alpha	4
9	STREET NAME	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Character	20
10	STREET_SFX	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Character	2
11	UNIT	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric/ Alpha	7
12	UNIT_SFX	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric/ Alpha	4
13	APP_TYPE	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Numeric	1
14	ROLL NUMBER = BOX NUMBER	Manual Entry	Character	12
		For a work sample, please use:		

Appendix C
Scanning and indexing requirements for Building plans, calculations and attachments

FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
		P0001 SAMPLE – 07/01/2012 For further explanation of the procedure for this field, please call RMD staff.		
15	DOC_TYPE	P for building plans. Manual Entry.	Character	1
16	DOC_DATE = ISSUE DATE	AUTOMATICALLY POPULATED FROM DBI DATABASE.	A.	8
17	SUB_FOLDER	Please name the folder as CCSF Building Plans Manual Entry.	Character	20

Appendix C

Scanning and indexing requirements for Building plans, calculations and attachments

DOCUMENT PREPARATION AND REASSEMBLY

- Plans are picked up at DBI – 1660 Mission Street, as needed.
- DBI authorized personnel will sign a vendor provided delivery receipt at time of delivery for any and all deliveries. Both parties keep a copy of the signed receipt for their records.
- Plans may be picked up in rolls or flattened.
- Structural calculations, hydraulic calculations, Title 24 Energy calculations, Special Inspection requirements attached to the plans must be scanned as part of the plans. Other documents shall be removed and returned to DBI.
- Plans are not returned to DBI. These are discarded 90 days after delivery has been made of CD/DVD and upon approval of DBI authorized staff.
- Turnaround will be agreed upon between vendor and the Department.

SCANNING SPECIFICATIONS

- Plans will be scanned at sufficient resolution to provide good quality images
 - If necessary, blue line drawings will be scanned at a different resolution such as gray scale to provide good quality images.
- The first page of the scanned plans should be the page containing the application number.
- Plans will be rotated to the correct orientation, right-reading orientation, and centered on the page.
- Entire image should be scanned / captured.
- No borders to be included to the images.
- Add a scale to each scanned image.
- Add a disclaimer as the cover page for poor original quality documents.
- When printed, the plans and scale should fit on an 11" X 17" sheet of paper, right-reading orientation.


ADDITIONAL REQUIREMENTS

- The Permit Tracking System database download is sent by MIS to vendors on a monthly basis the first week of each month and it contains all information needed to index documents. This database must be used to match the application numbers entered.
- Field number must correspond to the field order on the PaperVision search screen or any other program in use by the Department.
- If a required field cannot be located on the plans or information on the plans does not match the Permit Tracking System download, the plans will be marked for exception processing and authorized personnel at CCSF DBI will be contacted to resolve the issue.

Appendix C

Scanning and indexing requirements for Building plans, calculations and attachments

- An electronic copy of the image should be provided for DBI review, vendor personnel will await instructions before proceeding with that document.
- Provide online access to retrieve working documents for DBI's quality control, review, and approval.
- If DBI is unable to verify data, enter NA on such field with the Department's approval, do not use space or slash when entering NA.
- One Read / Write CD or DVD properly labeled delivered with PaperVision compatible indexing / database or other approved format as approved by CCSF DBI personnel.
- Datagroups / Sub Folder to be named **CCSF BUILDING PLANS**.

 BMI Imaging Systems, Inc. Second Amendment

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of March 2, 2017, in San Francisco, California, by and between **BMI Imaging Systems, 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 standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4079-11/12 on June 20, 2016;

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 October 1, 2012 between Contractor and City, as amended by the First amendment, dated August 1, 2015.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. 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 2. Section 2 - Term of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from October 1, 2012 to June 30, 2017.

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

Subject to Section 1, the term of this Agreement shall be from October 1, 2012 to June 30, 2019.

2b. Section 5. Section 5 - Compensation of the Agreement currently reads as follows:

Compensation shall be made upon approval of deliverables for work, as set forth in Section 4 of this Agreement, that the Director or his/her designated officer, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed two million four hundred fifty thousand dollars (\$2,450,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of Building Inspection as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

Compensation shall be made upon approval of deliverables for work, as set forth in Section 4 of this Agreement, that the Director or his/her designated officer, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed four million fifty thousand dollars (\$4,050,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of Building Inspection as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the

omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

2c. Sugar-Sweetened Beverage Prohibition. Section 62 is hereby added to the Agreement, as follows:

62. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2017.

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

CONTRACTOR

Recommended by:

BMI Imaging Systems, Inc.

ph/r

Tom C. Hui
Tom C. Hui
Director, S.E., C.B.O.
Department of Building Inspection

William D. Whitney
William D. Whitney
President
1115 East Arques Avenue
Sunnyvale, CA 94085

City vendor number: 03073

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Robb W. Kapla
Robb W. Kapla
Deputy City Attorney

Approved:

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

RECEIVED
17 MAY - 1 AM 10:35
PURCHASING DEPARTMENT

**Appendix B
Calculation of Charges**

BMI will submit monthly invoices to DBI detailing each batch of completed scanning. DBI will approve each invoice prior to payment.


<u>Item Description</u>	<u>Unit Cost</u>
TIFF Image Scanning @ 200dpi Resolution	
Pricing includes document preparation & insertion of scale based on historical costs of production.	
B - Size Sheets ~ 11" x 17"	\$ 0.80 / Sheet
C - Size Sheets ~ 16" x 24"	\$1.15 / Sheet
D - Size Sheets ~ 24" x 36"	\$1.20 / Sheet
E - Size Sheets ~ 36" x 42"	\$1.35 / Sheet
F - Size Sheets ~ 36" x 48"	\$1.40 / Sheet
Grayscale if needed add	\$0.50 / Sheet
Indexing (Key Permit # with Data March & Merge)	\$0.15 / Record
Media Mastering	
CD with Labeling	\$35 / CD
DVD with Labeling	\$50 / DVD
Authorized Paper Disposal / Recycling after 90 Days	Included
Storage for Boxes Over 150 Box Capacity (Optional)	\$10 / Box / Month
Pickup and Delivery	\$80 / Trip
Special Request for Documents	
Retrieve via Electronic Delivery	\$50 / Request

Hourly Rates

Basic Labor @ \$25 / Hour (ie: repair of document, extra document preparation)
 Lab Services @ \$55 / Hour (ie: image enhancing, image rotation, indexing)
 Technical Services @ \$75 / Hour (ie: manipulate DBI data, modify QA / DR server)
 Programming Services @ \$225 / Hour (ie: write code to modify process)

The applicable hourly rate is determined by the nature of the request made by DBI.

Not To Exceed cost: \$4,050,000

 BMI Imaging Systems, Inc. Third Amendment

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of March 2, 2017, in San Francisco, California, by and between **BMI Imaging Systems, 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 standard contractual clauses;

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 October 1, 2012 between Contractor and City, as amended by the:

- First amendment, dated August 7, 2013; and
- Second amendment, dated June 1, 2015.

1b. **Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. **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 2.** Section 2 - Term of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from October 1, 2012 to June 30, 2017.

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

Subject to Section 1, the term of this Agreement shall be from October 1, 2012 to June 30, 2019.

2b. **Section 5.** Section 5 - Compensation of the Agreement currently reads as follows:

Compensation shall be made upon approval of deliverables for work, as set forth in Section 4 of this Agreement, that the Director or his/her designated officer, in his or her sole discretion, concludes has been performed. Compensation shall be approved when the digital files are available on the Digital Real and BMI QA server for microfilm, and on the BMI QA server for paper documents. In no event shall the amount of this Agreement exceed two million seven hundred fifty thousand dollars (\$2,750,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of Building Inspection as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

Compensation shall be made upon approval of deliverables for work, as set forth in Section 4 of this Agreement, that the Director or his/her designated officer, in his or her sole discretion, concludes has been performed. Compensation shall be approved when the digital files are available on the Digital Real and BMI QA server for microfilm, and on the BMI QA server for paper documents. In no event shall the amount of this Agreement exceed five million dollars (\$5,000,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of Building Inspection as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

2c. Sugar-Sweetened Beverage Prohibition. Section 62 is hereby added to the Agreement, as follows:

62. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2017.

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.

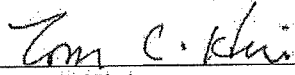
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

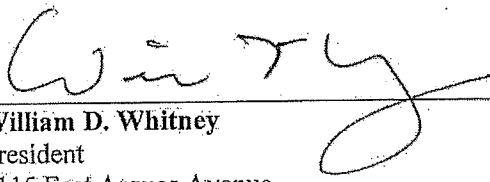
CONTRACTOR

Recommended by:

BMI Imaging Systems, Inc.



Tom C. Hui
Director, S.E., C.B.O.
Department of Building Inspection




William D. Whitney
President
1115 East Arques Avenue
Sunnyvale, CA 94085

City vendor number: 03073


Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Robb W. Kapla
Deputy City Attorney

Approved:



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

RECEIVED
17 MAY - 1 AM 9:56
PURCHASE DEPARTMENT

Appendix B Calculation of Charges

BMI will submit monthly invoices to DBI detailing each batch of completed scanning. DBI will approve each invoice prior to payment.

Paper Document Conversion:

- Document Scanning: \$0.15 per image
- Includes: Document preparation/back preparation, scanning, key permit #, upload to QA server, format to PaperVision, backup on BMI Archive and DR servers.
- Additional Indexing (Issue Date and Document Type): \$0.15 per record
- Media Creation: \$35 per CD (Batch)
\$50 per DVD (Batch)
- Pickup & Delivery: \$80 per trip (can be combined with other jobs)

Microfilm Conversion:

- 16mm & 35mm Roll Microfilm Scanning: \$70 per roll
- 16mm Roll Microfilm Scanning (Job Card Rolls): \$210 per roll
- Includes: Microfilm inspection, scanning, document separation, crop image, key permit #, format and upload to DigitalReel server, upload to QA Server, format to PaperVision, backup on BMI Archive Server.
- Additional Indexing: Job Cards @ \$0.09 per record
Permits @ \$0.15 per record
35mm Plans @ \$60 per roll
- Media Creation: \$35 per CD (Batch)
\$50 per DVD (Batch)
- Pickup & Delivery: \$80 per trip (can be combined with other jobs)

Hourly Rates

- Basic Labor @ \$25 per hour (i.e. repair of microfilm, extra document preparation)
- Lab Services @ \$55 per hour (i.e. image enhancing, image rotation, indexing)
- Technical Services @ \$75 per hour (i.e. manipulate DBI data, modify QA / DR server)
- Programming Services @ \$225 per hour (i.e. write code to modify process)

The applicable hourly rate is determined by the nature of the request made by DBI.

- Initial invoicing for microfilm scanning will occur upon upload to DigitalReel Server.
- Final invoicing will occur upon completion of any additional indexing and DBI approval for PaperVision delivery.

Not-to-Exceed cost: \$5,000,000

Previous PSCs

☐ PSC 4079-11/12 mod 2

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF BUILDING INSPECTIONDept. Code: DBIType of Request: Initial Modification of an existing PSC (PSC # 4079 11/12)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Scanning and Digitizing Building Plans/DrawingsFunding Source: Dept of Bldg Insp. Fee RevenuesPSC Original Approved Amount: \$1,750,000 PSC Original Approved Duration: 10/01/12 - 06/30/17 (4 years 39 weeks)PSC Mod#1 Amount: \$700,000 PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$1,600,000 PSC Mod#2 Duration: 07/01/17-06/30/19 (2 years)PSC Cumulative Amount Proposed: \$4,050,000 PSC Cumulative Duration Proposed: 6 years 39 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

To provide preparation indexing, scanning and electronic imaging services required to convert all paper-based building plans/drawings into digital images for electronic retrieval through PaperVision document management system. Drawings vary in sizes from 11x17 inches, 16x24 inches, 24x36 inches, 36x42 inches, and 36x48 inches.

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

California Health and Safety Code Section 19850-19853 (attached) requires departments of every city and county to maintain an official copy of the plans of every building, during the life of the building, for which the department issued a building permit and provide them when requested. Ongoing conversion of paper plans to digital allows the department to access records rapidly, efficiently and effectively thereby improving customer service and better use of existing staff. Without this continued service, the Department must return to storage of paper drawings, manual retrieval, and result in an inevitable backlog of issued plans/drawings; or purchase expensive equipment and hire additional staff to try to scan and index the oversized documents in-house.

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

Yes, thru PSC 4079-11/12 approval

D. Will the contract(s) be renewed?

Yes, this is an ongoing need.

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

California Health and Safety Code Section 19850-19853 requires departments of every city and county to maintain an official copy of the plans of every building, during the life of the building,

for which the department issued a building permit and provide them when requested. Ongoing conversion of paper plans to digital allows the department to access records rapidly, efficiently and effectively thereby improving customer service and better use of existing staff. Without this continued service, the Department must return to storage of paper drawings, manual retrieval, and result in an inevitable backlog of issued plans/drawings; or purchase expensive equipment and hire additional staff to try to scan and index the oversized documents in-house. This is an ongoing project. For example, during FY 2015-2016 the Department of Building Inspection has issued an average of 2,350 building permits a month which require the imaging and scanning services in order to make the documents readily available to staff and customers.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Large document scanning would require a big space for large scanning machines and two staff members per large document to hold plans while scanning to ensure that they are scanned straight. It would also require a lot of on-site storage for plans. The vendor currently stores 150 boxes of plans during the scanning and wait period, before the plans are destroyed. Prior to the Department outsourcing this service in February 2008, DBI discussed the matter with staff of the Department of Technology (DT). They have advised us that although they have contracts with Xerox, BMI and Ricoh, their contracts do not meet DBI requirements since they only do scanning of small size documents. Further, DT has indicated that it would not be feasible for the Department or the City to do the proposed work in-house due to heavy investments in the scanning and imaging technologies (i.e., software, hardware and maintenance) which continue to advance at a rapid pace and it is difficult for the Department and/or the City to stay current. In addition, the Department does not currently have the technical support, scanning equipment, network or physical storage space to perform the tasks.

B. Reason for the request for modification:

Modification is to request \$1.6 million in additional funds and a 2-year time extension to carry out the scanning of daily plans, received from customers through the building permit application process, that are to be kept by the department throughout the lifetime of the building pursuant to the California Health and Safety Codes 19850-19853. The scanning and indexing tasks are needed on a continuous basis so that the department will not have to store huge rolls of plans of various sizes (11" x 17", 16" x 24", 24" x 36", 36" x 42", and 36" x 48"), which, generally, cannot be reproduced/copied in-house upon customers' request. Ongoing conversion of paper plans to digital allows the department to access records, stored in the department's server, rapidly, efficiently and effectively thereby improving customer service and better use of existing staff.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor must have three (3) or more continuous years in business performing document scanning. The number and magnitude of prior completed projects, and experience should meet the quality, standards and specifications set forth by the City and County of San Francisco.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1750, Microphoto/Imaging Technician; 1752, Sr. Microphoto/Imaging Tech.;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor provides storage of plans while they are waiting to be scanned. Upon completion of scanning and QC process the plans are retained for ninety days. The work is performed at the contractor's site using their own specialized scanning equipment for large size document format.

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

Not Applicable

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

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

Large document scanning would require a big space for large scanning machines and two staff members per large document to hold plans while scanning to ensure that they are scanned straight. It would also require a lot of on-site storage for plans. The vendor currently stores 150 boxes of plans during the scanning and wait period, before the plans are destroyed. Prior to the Department outsourcing this service in February 2008, DBI discussed the matter with staff of the Department of Technology (DT). They have advised us that although they have contracts with Xerox, BMI and Ricoh, their contracts do not meet DBI requirements since they only do scanning of small size documents. Further, DT has indicated that it would not be feasible for the Department or the City to do the proposed work in-house due to heavy investments in the scanning and imaging technologies (i.e., software, hardware and maintenance) which continue to advance at a rapid pace and it is difficult for the Department and/or the City to stay current. In addition, the Department does not currently have the technical support, scanning equipment, network or physical storage space to perform the tasks. The Department plans to request at least two (2) 1408 positions to help with the quality control review, after the records have been converted, in the next budget cycle.

- 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: As stated above, 1750 and 1752 classifications can do the work; however, in addition for DBI to identify funding for the positions, it would also need funding for specialized equipment, technical training, technical service contracts, software licenses, space for the equipment and other costs associated with performing this task in-house.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No.
- C. Are there legal mandates requiring the use of contractual services?
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. Current agreement has not ended.

7. **Union Notification:** On 03/17/16, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous;

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

Name: Taras Madison Phone: 415-558-6239 Email: taras.madison@sfgov.org

Address: 1660 Mission Street, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4079 11/12

DHR Analysis/Recommendation:

06/20/2016

Commission Approval Required

Approved by Civil Service Commission

06/20/2016 DHR Approved for 06/20/2016

Previous PSCs

☐ PSC 4080-11/12 Mod 1

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF BUILDING INSPECTIONDept. Code: DBIType of Request: Initial Modification of an existing PSC (PSC # 4080 11/12)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Conversion of microfilm and old paper records to digital imagesFunding Source: Fee Revenue - Operating BudgetPSC Original Approved Amount: \$5,000,000PSC Original Approved Duration: 10/01/12 - 06/30/17 (4 years 39 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 10/01/12-06/30/19 (2 years)PSC Cumulative Amount Proposed: \$5,000,000PSC Cumulative Duration Proposed: 6 years 39 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

To convert all 16 mm and 35mm rolls of microfilm, and 250 boxes of old paper records dating back to 1906, containing building records into digital images for electronic retrieval through PaperVision document management system. The Department currently has 1,200 rolls of 16mm microfilm containing job cards, certificates of final completion, permits and miscellaneous documents, many of which date back mid 1930's. It is estimated that there are 2,500 frames per roll for a total of 3,000,000 frames with each roll likely to have 800 records to index for a total of 960,000 records. Further, the Department has 3,500 rolls of 35mm microfilm with plans dating back to 1940's. Each roll has approximately 500 frames per roll for a total of 1,750,000 frames and each roll will have approximately 50 records to index for a total of 175,000 records. Indexing, including researching missing information and quality control, of the converted records will be done by in-house staff.

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

California Health and Safety Code Section 19850-19853 (attached) requires departments of every city and county to maintain an official copy of all records for every building, during the life of the building, for which the department issued a building permit and provide them when requested. This conversion of microfilm to digital images allows the department to access records rapidly, efficiently and effectively thereby improving customer service and better use of existing staff while keeping these records in the same format as other more recent records. Without this service, the Department must continue to store rolls of microfilm in cabinets and use microfilm readers for manual retrieval which will result in a long wait for customers to gain access to the information, high personnel costs due to long research time spent by staff and increasing annual costs to replace and maintain the readers due to the outdated technology.

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?

If the Department needs to finish converting existing microfilm rolls and old documents.

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

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

As previously mentioned, the conversion of microfilms is a one-time activity, so that the department can store all building related documents into a digital format for easy storage and retrieval. The department needed to outsource the services because it does not have the expertise and equipment to do the conversion.

B. Reason for the request for modification:

This modification seek to add additional time (2 years) to allow the department to have the vendor finish the initial work.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must have three (3) or more continuous years in business performing microfilm conversion. The number and magnitude of prior completed projects, and experience should meet the quality, standards and specifications set forth by the City and County of San Francisco.

B. Which, if any, civil service class(es) normally perform(s) this work? 1750, Microphoto/Imaging Technician; 1752, Sr. Microphoto/Imaging Tech.;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor provides storage of microfilm and documents while they are waiting to be converted. Upon completion of the conversion and QC processes, the microfilm and old documents are retained by DBI. The work is performed at the contractor's site using their own specialized equipment.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

During the Department's discussion with staff of the Department of Technology (DT) on the subject of scanning, they have told us that it would not be feasible for the Department or the City to do the proposed work in-house due to heavy investments in the scanning and imaging

technologies (i.e., software, hardware and maintenance) which continue to advance at a rapid pace and it is difficult for the Department and/or the City to stay current. This is also true with the conversion of microfilm to digital images. In addition, the Department does not currently have the technical support, scanning equipment, network or physical storage space to perform the tasks.

- 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: As stated above, 1750 and 1752 classifications can do the work; however, in addition to DBI identifying funding for the positions, it would also need funding for specialized equipment, technical training, technical service contracts, software licenses, space for the equipment and other costs associated with performing this task in-house. The Department plans to hire staff to do the indexing, including researching missing information and quality control, and not invest in the technology needed to do the conversion itself.

6. Additional Information

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

No.

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

N/A

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

No.

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

No.

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

No.

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

Current work on-going.

- 7. Union Notification:** On 03/17/16, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; SEIU 1021 Miscellaneous;

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

Name: Taras Madison Phone: 415-558-6239 Email: taras.madison@sfgov.org

Address: 1660 Mission Street, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4080 11/12

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 05/16/2016

Previous PSCs

PSC 4057-07/08 mod 3

City and County of San Francisco
Department of Building Inspection



Edwin M. Lee, Mayor
Vivian L. Day, C.B.O., Director

DATE: May 30, 2012
TO: Maria Ryan, PSC Analyst
Department of Human Resources (Dept. 33)
FROM: Pamela J. Levin, Deputy Director of Administrative Services
Department of Building Inspection (Dept. #19)
RE: Request for Administrative Approval of PSC Modification (less than 50%)

A handwritten signature in black ink, appearing to read "Pamela J. Levin".

PSC No: 4057-07/08 Approval Date: November 19, 2007

Description of Service(s):

Original Approved Amount: \$ 240,000	Original Approved Duration: 01/01/08 – 12/31/09
Modification #1 Amount: \$ 500,000	Modification of Duration: 12/31/09 – 06/30/11
Modification #2 Amount: \$ 300,000	Modification of Duration: 06/30/11 – 06/30/12
Modification #3 Amount: \$ 0	Modification of Duration: 06/30/12 – 09/30/12
Total Amount as Modified: \$1,040,000	Total Duration as Modified: 01/01/08 – 09/30/12

Reason for the modification:

California Health and Safety Code Section 19850-19853 requires departments of every city and county to maintain an official copy of the plans of every building during the life of the building for which the department issued a building permit and provide them to property owners when requested. Due to space restriction, plan size (drawings vary in sizes from 11"x17", 16"x24", 24"x36", 36"x42", 36"x48", and approximately 10,000 to 12,000 pages/sheets per month), the Department of Building Inspection (the Department) opted to convert paper plans to digital format for electronic retrieval through Papervision document management system in order to allow access of records rapidly, efficiently and effectively, thereby, improving customer service and better use of existing staff.

The original contract entered with the contractor is currently set to expire at the end of June 2012. The Department, through a Request for Proposals issued on April 2, 2012, recently selected a vendor; however, the contract negotiation is currently on-going and may not be done in time to have a contract in place by the beginning of fiscal 2012-13. To avoid a lapse in services, the Department is requesting a three-month extension without increasing the cost of the contract to allow for the completion of the negotiation.

Without the short continuance of this contract, the Department must request that plans/drawings be sent back from the vendor and return to storage of paper drawings, manual retrieval, and an inevitable increase in backlog of issued, cancelled, and withdrawn plans/drawings. In addition, it

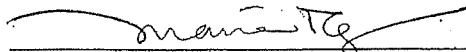
will be extremely difficult to meet the code requirements and to provide records to the public when requested.

Attachment: Copy of Approved PSC Summary

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: 6/4/12

By: 
FOR Micki Callahan, Human Resources Director

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: SF Bid System Maintenance and Development (PRO.0133)

Funding Source: SFPUC General Fund

PSC Duration: 3 years

PSC Amount: \$1,500,000

1. Description of Work

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

San Francisco Public Utilities Commission (SFPUC) has developed an electronic bidding system, SFBid, for city contracts. This contract brought expert developers to develop the SFBid application. The developers have been working the project team of City employees, and under the direction of SFPUC Project Managers. Now, expert maintenance and further development services are needed to improve the application.

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

San Francisco needed an eBid application to automate and standardize contracting processes across the City. Existing bidding systems were evaluated but did not satisfy city requirements, so consultant development services were needed to develop this application. We now need to extend that development contract to ensure that the SFPUC has expert maintenance and development services available. If this request is denied, the eBid project will remain incomplete and SFPUC desired improvements will not be possible.

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

This is a one-time maintenance and development contract to resolve user-requested/required modifications. The original PSC No. 44930-13/14 which concluded on 4/30/2016 and PSC No. 36185-15/16, which concluded on 6/14/2017. This contract is not expected to be renewed.

D. Will the contract(s) be renewed?

No.

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

not applicable

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

The consultant that built the eBid platform is uniquely equipped to perform maintenance and to provide improvements. The consultant has a higher level of knowledge of and experience with the application than another engineer or developer could achieve in time to perform needed maintenance and desired improvements. The consultant will be paid on an hourly, as-needed basis to address the needs of the end users.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Knowledge and understanding of the original software design utilized to develop the program is required. As before, City staff will lead the project but requires a consultant with previous knowledge of the platform and software development expertise to make the necessary modifications.

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

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

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

The consultants developed and designed the eBid system and are therefore the most knowledgeable about the eBid system and are uniquely equipped to provide the necessary maintenance and development services.

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 to make the required modifications. City staff is not available and do not have the required technical knowledge or familiarity with the application to make the modifications within the time frame required.

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. While there are existing civil service classifications that do similar type of work, there is not an ongoing need for dedicated staff to work on the project, thus it would not be practical to assign existing City staff to perform this work. This is a one-time, short duration project to make user requested modifications.

6. Additional Information

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

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

No. The consultant will continue to instruct City staff on how to use the system, but design and maintenance tasks for an application such as this are already within the capabilities of a 1043, IS Engineer-Senior. This class was unavailable at the onset of the project, but now that the class is available, it would be expected that future projects of a similar size/scope would be performed internally by engineers that already have the skills required.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. 21 Tech will perform the work pending sole source approval

7. **Union Notification:** On 01/16/2019, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40642 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Jackson, Shamica; amakayan@ifpte21.org; annie.wanless@sfgov.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Jackson, Shamica; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40642 - 18/19
Date: Wednesday, January 16, 2019 2:45:43 PM

RECEIPT for Union Notification for PSC 40642 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40642 - 18/19 for \$1,500,000 for Initial Request services for the period 03/18/2019 – 03/17/2022. 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/12440> 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)

Previous or Similar PSCs

☐ PSC No. 36185-15/16

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: SF Bid System Development Services (CS-373)

Funding Source: SFPUC General Fund

PSC Duration: 52 weeks

PSC Amount: \$0

1. Description of Work

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

San Francisco Public Utilities Commission (SFPUC) has developed an electronic bidding system, SFBid, for city contracts. This contract brought expert developers to develop the SFBid application. The developers have been working with the project team of City employees, and under the direction of SFPUC Project Managers. Now, expert maintenance and final development services are needed through the end of the project.

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

San Francisco needed an Ebid application to automate and standardize contracting processes across the City. Existing bidding systems were evaluated but did not satisfy city requirements, so consultant development services were needed to develop this application. We now need to extend that development contract to ensure that the SFPUC has expert maintenance and final development services. If this request is denied, the Ebid project will be incomplete and San Francisco will not fully achieve the goal of automating and standardizing contracting processes.

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

This service was provided in the past via PSC No. 44930-13/14, which expired on 4/30/2016.

D. Will the contract(s) be renewed?

No.

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

not applicable

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

The consultants developed and designed the EBid system and are therefore the most knowledgeable about the EBid system and best equipped to provide the necessary expert maintenance and final development services. Because the EBid system was designed and developed by Consultants, Civil Service classes today are not knowledgeable about the EBid system and cannot provide the necessary expert maintenance and final development services. Further, these services will not be necessary once the system is completed.

3. Description of Required Skills/Expertise

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

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

The consultants developed and designed the EBid system and are therefore the most knowledgeable about the EBid system and best equipped to provide the necessary expert maintenance and final development services.

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

A. Explain why civil service classes are not applicable.

The consultants developed and designed the EBid system and are therefore the most knowledgeable about the EBid system and best equipped to provide the necessary expert maintenance and final development services. At the beginning of this project, there were no available civil service classes that could perform the necessary specialized expert software development services. Because of this, Civil Service classes today are not knowledgeable about the EBid system and cannot provide the necessary expert maintenance and final development 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, there are already civil service classes that can do this type of work, but they do not have the specialized expertise to perform the work. Further, these services will not be needed once the EBid system is completed.

6. Additional Information

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

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. The training was already completed via SPC No. 44930-13/14, which expired on 4/30/2016.
- 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 05/26/2016, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 36185 - 15/16

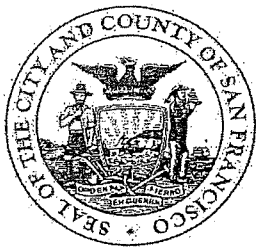
DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/14/2016

Previous or Similar PSCs

Notice of Action PSC No. 44930-13/14



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

April 11, 2014

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 40505-13/14; 41911-13/14; 45959-13/14; 45984-13/14; 44930-13/14; 4107-10/11 AND 4074-11/12.

At its meeting of **April 7, 2014** the Civil Service Commission had for its consideration the above matter.

The Commission approved the request for all PSCs. Adopted the report; notified the Office of the Controller and the Office of Contract Administration.
(Vote of 4 to 0)

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

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

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: Cynthia Avakian, Airport Commission
Cynthia Hamada, Municipal Transportation Agency
Lavena Holmes, San Francisco Port Commission
Shamica Jackson, Public Utilities Commission
Diane Lim, Adult Probation
Ben Rosenfield, Controller's Office
Jaci Fong, Contract Administrator
Commission File
Chron

POSTING FOR

April 7, 2014

PROPOSED PERSONAL SERVICES CONTRACTS -- REGULAR

Commission Hearing Date

2014-04-07

APPLY

PSC No.	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
40505 - 13/14	AIRPORT COMMISSION	\$300,000.00	Maintenance of San Francisco International Airport (SFO) four chillers (3,000-ton and 6,000 ton) within the Central Plant that provides cooling throughout the terminals and boarding areas. The 6,000-ton chiller is one of the largest centrifugal chillers on the West Coast. Explanation for 5 year term: SFO is planning on entering into a new 5 year contract to maintain the chillers in our Central Plant and that is why we are seeking approval for this term.	July 1, 2014	June 30, 2019
41911 - 13/14	AIRPORT COMMISSION	\$25,000,000.00	The work at San Francisco International Airport (SFO) includes a full range of Architectural and Engineering Services for planning, programming, design, engineering, and construction administrative services necessary to develop the functional and conceptual design components for the Terminal 1 Redevelopment Program (T1 Program) Enabling Projects, South Field and Plot 700 Projects. The projects include: 1) temporary Boarding Area B and Passenger Security Screening Checkpoint with all required Airport security and operational systems; 2) utility infrastructure upgrades and relocations; 3) security and special systems improvements; 4) various airport, airline and agency related tenant relocations; 5) airfield infrastructure and taxiway relocations; 6) South Field facility relocations including the fire house, vehicle screening checkpoint, ground transportation unit (GTU), Plot 700; and 6) demolition and hazardous material abatement.	April 7, 2014	December 31, 2018
45959 - 13/14	MUNICIPAL TRANSPORTATION AGENCY	\$3,000,000.00	The consultants will provide supplemental architectural and engineering services for extensive analysis, design, bid documents, and project management services necessary for facility restorations and equipment upgrades for 38 parking facilities and ground surface lots. However, the majority of the design and project management for the revenue bond funded capital improvement projects will be provided by in-house staffing resources from the San Francisco Municipal Transportation Agency (SFMTA) and San Francisco Department of Public Works (DPW).	June 1, 2014	May 31, 2018
45984 - 13/14	MUNICIPAL TRANSPORTATION AGENCY	\$490,000.00	The consultant will prepare the Project Study Report for the Southwest Subway/19th Avenue Project and advance conceptual engineering that is mandated by Caltrans. This contract work requires unique knowledge of the Caltrans requirements to approve projects on the State of California highways (such as 19th Avenue). Specialized technical work is needed in several areas, including rail engineering; transportation planning for traffic, pedestrians, bicyclists and public transit; funding strategies; and community involvement.	May 1, 2014	April 1, 2016
44930 - 13/14	PUBLIC UTILITIES COMMISSION	\$1,000,000.00	San Francisco Public Utilities Commission (SFPUC) is developing an electronic bidding system for city contracts which will eventually be available to all City Departments. This contract will bring on SharePoint and K2 expertise and expert developers to develop the SFBid application. The developers will work with the project team of city employees, and under the direction of SFPUC Project Managers. A transfer of knowledge to City employees is a requirement.	April 1, 2014	April 30, 2016

TOTAL AMOUNT \$29,790,000

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC Dept. Code: PUC

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

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

Type of Service: EBid System Development Services (CS-373)

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

1. Description of Work

A. Scope of Work:

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

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

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

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

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44930 - 13/14

DHR Analysis/Recommendation: 04/07/2014

Commission Approval Required

DHR Approved for 04/07/2014

-88- Approved by Civil Service Commission

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

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

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

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

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

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

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

YES NO

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

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

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

Address: 525 Golden Gate Ave. San Francisco, CA

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: As-needed / Temporary Clinical Data Migration and Chart Abstraction Staff Augmentation

Funding Source: General Fund

PSC Amount: \$6,000,000

PSC Est. Start Date: 11/01/2018 PSC Est. End Date 10/31/2022

1. Description of Work

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

Contractor(s) will provide as-needed, short-term, intermittent medical record data abstraction services to transfer the Department's legacy Electronic Health Record (EHR) and paper chart data to the new EHR system. Contractor(s) will abstract current clinical charts on an as-needed basis from files provided by the Department.

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

If services are denied, the accuracy of patient/client/consumer Electronic Health Records and clinical data charts may be compromised. Accurate and complete clinical chart data is essential for the medical professionals providing care to assess the medical needs, background and history of patients/clients/consumers across the Department. Inaccurate and incomplete clinical data may lead to even fatal consequences. Denial of services may cause interruptions and jeopardize the new Electronic Health Records system project, which is expected to go-live in Spring of 2019. Hospital staff operations and patient customer service may be negatively impacted, resulting in loss of revenues, decline in the quality of patient care, and failure to comply with accreditation, licensing and other regulatory requirements.

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

This is a new PSC.

D. Will the contract(s) be renewed?

Only if there is a continued need for 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):

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

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

B. Explain the qualifying circumstances:

Current civil service staff will be transitioning to the new Electronic Health Record platform and will perform their job duties in the new system while the contractor is migrating and abstracting legacy clinical data. The Department plans to continue the contract(s) only until all legacy clinical data is abstracted by the contractor.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Provision of services requires the ability to meet and/or assist the Department to meet all applicable healthcare regulatory requirements, including Health Insurance Portability and Accountability Act (HIPAA) requirements, requisite expertise in medical terminology and experience in understanding and identifying varied diagnoses in a diverse and complex environment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2112, Medical Records Technician; 2114, Medical Records Tech Sprv; 2218, Physician Assistant; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2273, Post M.D. 1; 2275, Post M.D. 2; 2312, Licensed Vocational Nurse; 2320, Registered Nurse; 2323, Clinical Nurse Specialist; 2588, Health Worker 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The proposed engagement will only last until all legacy clinical data is abstracted by the contractor. While the contractor is handling the legacy clinical data migration and abstraction, current civil service staff will be transitioning to the new Electronic Health Record platform and will perform their job duties in the new system.

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 are applicable, however the Department has a critical immediate need for chart abstraction and during the Electronic Health Record transition. The contractor will only provide as-needed, short-term, intermittent assistance services and will not be needed on an ongoing basis.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the contractor will only provide as-needed, short-term, intermittent assistance services.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. There is no training involved with this PSC. The contractor will provide staff to only complete chart abstraction. Such services are temporary and only required for a limited time.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 11/21/2018, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Management & Superv Local 21; Physicians and Dentists - 8CC; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SFIRA

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

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

Address: 1380 Howard Street, Room 421b San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43138 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

Hale, Jacquie (DPH)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Wednesday, November 21, 2018 3:52 PM
To: Hale, Jacquie (DPH); kcartermartinez@cirseiu.org; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; amakayan@ifpte21.org; tjenkins@uapd.com; jduritz@uapd.com; Wanless, Annie (HRD); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Li, Joanna (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43138 - 18/19

RECEIPT for Union Notification for PSC 43138 - 18/19 more than \$100k

The PUBLIC HEALTH – DPH has submitted a request for a Personal Services Contract (PSC) 43138 - 18/19 for \$6,000,000 for Initial Request services for the period 11/01/2018 – 10/31/2022. 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/12184> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION -- JUV

Dept. Code: JUV

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

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

Type of Service: Pre-Employment Background Investigations

Funding Source: general fund, state and federal funds

PSC Amount: \$350,000

PSC Est. Start Date: 01/01/2019

PSC Est. End Date: 12/31/2022

1. Description of Work

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

Contractor will provide background investigation services for the Juvenile Probation Department (JPD) related to applicants' pre-employment background screening for sworn and non-sworn positions. Contractor will also investigate alleged employee misconduct, conduct unbecoming of a peace officer, and possible ethical, policy, and legal violations. Investigations may involve interviews with minors under the jurisdiction of the Juvenile Court, assigned to the Department, and potentially detained in Juvenile Hall.

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

This service is necessary to support the hiring process of JPD and to investigate alleged employee misconduct. JPD must continue hiring staff (sworn and otherwise) to respond to the needs of the department. If denied, JPD could fall below mandated minimum staffing requirements levels. Simultaneously, JPD must investigate numerous cases of alleged employee misconduct and must respond to all complaints. At this time, JPD does not have the manpower to manage investigations.

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

This service has not been provided by a contractor in the past. It was handled internally by JPD's Human Resources Director (currently position is unfilled) and/or handled by the Deputy Director of Administrative Services, who does not have the capacity to manage investigations.

D. Will the contract(s) be renewed?

The contract may be renewed if there is availability of funds and if continued services are deemed necessary by the department.

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

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

Services are needed immediately to address the growing number of cases of alleged employee misconduct. JPD has not been able to fill a Director of Human Resources position with the experience needed to conduct investigations. Services required are on an as-needed, intermittent, or periodic basis.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must be, or must have a staff of a licensed private investigator, certified by a California Standards and Training for Corrections (STC) agency or any other similar law enforcement agency in order to investigate records from the criminal justice system, credit reporting agencies, and the Department of Motor Vehicles.

B. Which, if any, civil service class(es) normally perform(s) this work? 0380, Inspector, (Police Department);

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

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

The department requested assistance from the City's HR unit to facilitate the numerous grievances, both past and present, that have occurred. Because of the sheer number of grievances and internal background checks needed, the department would best be served by a consultant with experience and immediate availability to meet JPD's demand.

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

A. Explain why civil service classes are not applicable.

The service will be used on an as-needed basis depending on the number of background checks and/or investigations needed.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This service will be used on an as-needed basis depending on hiring needs of JPD and depending on the number of alleged misconduct by employees needing investigation.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided by contractor. The service does not entail nor does require that employees are trained.

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

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

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

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

No.

7. **Union Notification:** On 02/21/2019, the Department notified the following employee organizations of this PSC/RFP request:
SFPOA - Q2-Q50

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

Name: Elena Baranoff Phone: 415-753-7560 Email: Elena.Baranoff@sfgov.org

Address: 375 Woodside Avenue, Room 206 San Francisco, CA 94127

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46063 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

From: [Baranoff, Elena \(JUV\)](#)
To: ["Tony Montoya"](#)
Cc: [Choi, Suzanne \(HRD\)](#)
Subject: RE: Receipt of Notice for new PCS over \$100K PSC # 46063 - 18/19
Date: Monday, February 25, 2019 7:10:00 AM

Thank you so much, Tony. I appreciate your response!

Elena Baranoff
Principal Administrative Analyst
Finance & Administration – Contracts and Purchasing
SF Juvenile Probation Department
375 Woodside Avenue, Room 206
San Francisco, CA 94127
Tel: (415) 753-7695

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

From: Tony Montoya <tmontoya@sfpoa.org>
Sent: Sunday, February 24, 2019 9:37 AM
To: Baranoff, Elena (JUV) <elena.baranoff@sfgov.org>
Subject: Re: Receipt of Notice for new PCS over \$100K PSC # 46063 - 18/19

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

Good morning Elena,



There is not opposition from the SFPOA so please consider this response as approval for a 30 day waiver.

Please let me know if I may be of further assistance.

Sincerely,

Tony Montoya
President
San Francisco Police Officers Association

Sent from my iPad

From: dhr-psccordinator@sfgov.org on behalf of Elena.Baranoff@sfgov.org
To: [Baranoff, Elena \(JUV\); ecdemvoter@aol.com](mailto:Baranoff, Elena (JUV); ecdemvoter@aol.com); [Baranoff, Elena \(JUV\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Baranoff, Elena (JUV); DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 46063 - 18/19
Date: Thursday, December 6, 2018 3:27:01 PM

RECEIPT for Union Notification for PSC 46063 - 18/19 more than \$100k

The JUVENILE PROBATION -- JUV has submitted a request for a Personal Services Contract (PSC) 46063 - 18/19 for \$350,000 for Initial Request services for the period 01/01/2018 – 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/12276> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

Additional Attachment(s)

City and County of San Francisco
Request for Qualifications # JUV2018-09
for
Investigative Services
San Francisco Juvenile Probation Department



Date issued:
Pre-Submission Conference:
Proposal due:

September 6, 2018
September 17, 2018 at 10:00 a.m.
October 4, 2018 at 5:00 p.m.

RFQ #JUV2018-09 – Investigative Services for SF Juvenile Probation Department

TABLE OF CONTENTS

	<u>Page</u>
I. Introduction and Schedule	1
II. Scope of Services	3
III. Submission Requirements	4
IV. Evaluation and Selection Criteria	6
V. Pre-submission Conference, Contract Award and Written Questions	7
VI. Terms and Conditions for Receipt of Qualifications	8
VII. City Contract Requirements	12
VIII. Standard Forms	13
IX. San Francisco Juvenile Probation Department RFQ Cover Page	16
X. San Francisco Juvenile Probation Department Page Number Form	17

I. Introduction and Schedule

A. Introduction

Juvenile Probation Department (“JPD” or “Department”) of the City and County of San Francisco (“City”) announces its intent to seek qualifications from firms or individuals interested in contracting to provide investigative services for the Department related to applicants’ pre-employment background screening for sworn and non-sworn positions. The Department also has a need for investigations of alleged employee misconduct, conduct unbecoming of a peace officer, and possible ethical, policy, and legal violations. Investigations may involve interviews with minors under the jurisdiction of the Juvenile Court, assigned to the Department, and potentially detained in Juvenile Hall.

Completion of this solicitation will result in issuance of a pre-qualification list of firms or individuals based on the following verifiable criteria: experience, professional background, expertise in conducting investigation following Peace Officers’ Bill of Rights, background investigations, customer service, and cost of services. JPD will negotiate contracts from this pre-qualification list of firms or individuals.

JPD may at any time, during the period of October 1, 2018 to June 30, 2020, enter into agreement(s) with contractors to provide services as described in this RFQ. Contracts may have a term limit up to two years, plus two options to renew for one year each. Selection of qualified provider(s) from the pool will be made at JPD’s discretion, not rank by order of the RFQ scoring array. To be considered for contracts in investigative services, respondents must qualify for the pool.

The total available funding for this service is estimated to be \$100,000 annually. The source of funding for these services is a combination of state fund, federal fund, and City general funds. Payment for all services provided in accordance with provisions under this agreement shall be contingent upon the availability of funds. The City shall not be required to provide, nor guarantee any minimum amount of funding for these services, or guarantee a resulting contract following qualification for the pool of providers.

B. Background

The San Francisco Juvenile Probation Department employs approximately 215 staff comprised of management and administrative personnel, probation officers and their supervisors, and support staff. JPD’s mission is to serve the needs of youth and families who are referred to the department by providing competent strategies to promote the best interests of the youth within the sound network of public safety as outlined in the Welfare and Institutions Code.

All potential employees go through a screening process through the City’s Department of Human Resources. Candidates for hire at JPD are required to pass additional background investigations based on their classification to determine fitness for employment. All statements made by candidates are subject to verification, and deliberate inaccuracies or incomplete statements may bar the candidate from employment.

C. Schedule

The anticipated schedule for selection is as follows:

Proposal Phase	Date *
RFQ is issued by the City	September 6, 2018
Pre-Submission Conference	September 17, 2018 at 10:00 a.m.
Deadline for submission of written questions or requests for clarification	September 20, 2018 at 5:00 p.m.
Proposals due	October 4, 2018 at 5:00 p.m.

**Dates and times subject to change*

D. Definitions

BSCC	Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and technical assistance on a wide range of community corrections issues. (Penal Code sec. 6024-6025). In addition, the BSCC promulgates regulations for adult and juvenile detention facilities, conducts regular inspections of those facilities, develops standards for the selection and training of local corrections and probation officers, and administers significant public safety-related grant funding.
California Penal Code Section 830.5	Defines peace officer and peace officer authority while engaged in the performance of the duties of their respective employment and for the purpose of carrying out the primary function of their employment authority of employees.
Candidate	A person who is applying for employment at CCSF. Candidates are referred to Contractor for pre-employment background investigations.
City	City and County of San Francisco
Contractor	Proposer who is awarded a contract for services under this solicitation
JJC	Juvenile Justice Center (also known as Juvenile Hall)
Deputy Probation Officer (DPO)	Peace Officers responsible for supervising and counseling offenders, conducting general and pre-sentence investigations, preparing reports and recommendations for the Courts to assist in detention and sentencing decisions; supervises and counsel probationers to comply

	with Court Orders; performs intensive case management; and serves as liaison between the Department and the Courts, Sheriff's Department, State Department of Corrections and other agencies.
POBAR	Peace Officers Bill of Rights (CA Codes Government Code Section 3300-3311). POBAR imposes several procedural requirements with respect to process and procedures for law enforcement agencies conducting internal affairs investigations on peace (or public safety) officers.
POST	Peace Officer Standards and Training was established by Legislature in 1959 to set minimum selection and training standards for California law enforcement.
Proposer	Any entity submitting a proposal in response to this solicitation
SFJPD	City and County of San Francisco Juvenile Probation Department, also referred to as Juvenile Probation Department, Department, or JPD

II. Scope of Services

The Scope of Services provided herein is to be used as a general guide and is not intended to be a specific and detailed description of services solicited under this RFQ. JPD will negotiate the specific scope of services, budget, deliverables, and timeline with the Contractor(s) selected for contract award negotiations.

Proposals that do not meet the Minimum Qualifications will not be evaluated or eligible for contract award.

A. Pre-employment Background Investigations

Based upon industry standard's pre-employment background investigation criteria, Contractor will be required to investigate records held by the Criminal Justice system, Credit Reporting Agencies, Department of Motor Vehicles, as well as contacting current and previous employers and references.

All pre-employment background investigations shall be completed and returned to JPD within thirty calendar days (30) of the assignment. The complete report shall include a typewritten background biography synopsis, a complete package of personal documents collected, and a typewritten transcription of all reference contacts.

The reporting of the background investigation shall be consistent with requirements as established by the City & County of San Francisco and the California Commission on Peace Officer Standards and Training (POST) for peace officer classifications.

The following are tasks and activities deemed necessary for the pre-employment background investigations to take place:

1. In-person candidate interviews
2. Reference checks of candidates
3. Review of criminal history records, including final disposition
4. Determination of drug and alcohol use by candidates
5. Verification of credit history
6. Verification of civil records including Department of Motor Vehicles
7. Verification and investigation of current and former employment history
8. Verification of education requirements, birth, marriage, and dissolution claims
9. Preparation and submission of a pre-employment background investigation report for each candidate, along with all supporting documentation and forms

B. Additional As-Needed Services

Subject to JPD's approval, the contracts awarded under this solicitation may be amended in accordance with City requirements to include JPD requested as-needed assistance from the Contractor(s) that are related to the services described in this solicitation. The scope and cost of as-needed services will be determined and negotiated by JPD.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Respondents shall submit one (1) electronic PDF copy of the proposal to each of the following: **JPD.RFP@sfgov.org** and **elena.baranoff@sfgov.org**. Electronic file title should include RFQ number, agency name, number of files submitted (i.e. 1 of 4). **Submissions must be received by 5:00 p.m., on October 4, 2018. Late submissions will not be considered.**

Supplemental documents or revisions after the deadline will not be accepted.

JPD Contract Manager will confirm receipt of all Respondent submissions within one (1) business day after the deadline for receipt noted above.

B. Format

For word processing documents, text should be unjustified (i.e., with a ragged-right margin) using a 12-point serif font (e.g., Times New Roman, and not Arial), and page margins should be at least 1" on all sides (excluding headers and footers). There is no limitation on line spacing (i.e. single or double). *If you are submitting your proposal electronically, there is no need to submit paper documents.* Choose either electronic or paper submissions, but not both.

C. Content

Organizations interested in responding to this RFQ must submit the following information, in the order specified below. All response packages must be developed using the format below. This is necessary so that all response packages can receive fair and equal evaluation. Response packages not following the required format will not be considered. Information must be at a level of detail

that enables effective evaluation and comparison between response packages by the Evaluation Panel. The Agency must ensure that the response package addresses the Selection Criteria.

1. **RFQ Cover Page – (use form provided in Section IX)**
Submit the cover page signed by a person authorized to provide the scope of services contained in the proposal. Respondents (or authorized person) must sign and submit the cover page confirming that the representations made in the submission are true and accurate.
2. **Table of Contents**
Respondents are to use the Page Number Form provided (Section X) as the submission table of contents. This form will also be used to assist the review panel in finding the information in the response that corresponds to the evaluation criteria.
3. **Minimum Qualifications – no more than 3 pages**
All respondents must provide a *Minimum Qualifications Narrative* describing in detail how the proposing individual or organization meets each of the Minimum Qualifications. Any submissions failing to demonstrate these minimum qualifications will be considered non-responsive and will not be eligible for submission review or award of contract. (Refer to section IV, Item A).
4. **Experience and Capacity – no more than 5 pages (not including résumés and job descriptions)**. Provide information about you or your organization related to the following:
 - Describe in detail your (if individual consultant) or the organization's experience, professional qualifications, certificates, skill sets, and capacity for services identified in the RFQ for which you have applied.
 - For organizations only, describe the key individuals and their roles on your team who will perform the services as outlined in the Scope of Services. Provide résumés for key team members; explain their relevant experience and expertise; describe each member's general roles and responsibilities to achieve the Scope of Services in this RFQ. Include any specific certifications team members possess that uniquely position the organization to provide the services.
5. **Methodology/Project Approach to Services – no more than 4 pages**
Individuals or organizations should provide detailed information that describes how they intend to provide the requested services set forth in the Scope of Services. Please address the following:
 - How would your methodology successfully meet the needs of JPD?
 - What is your schedule and ability to complete the tasks and activities within JPD's required timeframe?
 - How would work assignments be delegated in your company?
6. **Prior Contract History (both public and private) – no more than 2 pages**
Individuals or organizations should submit a statement listing at least three (3) relevant contracts with a description of the services, which have been completed during the last three (3) years, along with the relevant contact information to be called as references. The statement must also list any failure or refusal to complete a contract, including details and dates. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

7. **Fee Proposal**

Submit a fee proposal for each cost per unit of services budget for the proposed services. Include a budget justification with detailed information as to why costs are necessary and how they are calculated.

8. **Completed Page Number Form (refer to Section X, page 17)**

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

Qualified respondents **must possess the minimum qualifications** listed below. (*Please note, this information must be provided for each individual*).

- **Experience with Scope of Services** described in this Solicitation with comparable agencies:
 - Experience in providing investigative services related to applicants' pre-employment background screening for sworn and non-sworn positions.
 - Experience conducting investigations into alleged employee misconduct, conduct unbecoming of a peace officer, and ethical, policy, and legal violations.
- **Experience is current**: occurred within five (5) years of the date of this Solicitation.
- **Experience of Key Personnel**: The proposed manager/consultant has documented experience successfully providing these services.
- Respondent must be a certified vendor with the City and County of San Francisco or able to become a certified vendor within ten (10) days after notice of intent to award a contract. Please go to the Office of Contract Administration website at <http://sfgov.org/oca/qualify-do-business> for more information; and
- Demonstrate the willingness and ability to comply with the City contracting requirements set forth in Section VII of this RFQ.

Please note: Agencies submitting proposals that have previously been contracted by the City and County of San Francisco and/or federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) to be considered responsive to this RFQ.

Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFQ.

B. Selection Criteria

A selection committee with expertise in the service areas identified in this RFQ will evaluate the responses. The City intends to evaluate the Qualifications *generally* in accordance with the criteria itemized below:

Total Possible Points: 100

1. Experience and Capacity 40 Points
 - Satisfactory description of professional qualifications, certificates, skill sets, and capacity for services in the area identified in the RFQ for which Respondent has applied. Include a discussion of staffing (experience, roles and responsibilities), as well as a brief description of your company history.

2. Methodology/Project Approach to Services 40 Points
 - How would your methodology successfully meet the needs of JPD? (10 points)
 - What is your schedule and ability to complete the tasks and activities within JPD's required timeframe? (10 points)
 - How would work assignments be delegated in your company? (10 points)
 - How would you satisfy reporting requirements per the scope of services? (10 points)

3. Prior Contract History (both public and private) 10 Points
 - Demonstrated successful performance under contract of work similar nature and scope to the work for which Respondent has applied under this RFQ within the last 3 years. Please provide disclosure of any litigation in connection with any contract.

4. Fee Proposal 10 Points
 - Submit a fee proposal for each cost per unit of services budget for the proposed services.
 - Include a budget justification with detailed information as to why costs are necessary and how they are calculated.

Please note: *Respondents must attain a minimum passing score of 70 points on their written proposal to be placed on the pre-qualified list in this RFQ for which they have applied.*

V. Pre-Submission Conference, Contract Award and Written Questions

A. Pre-Submission Conference

Interested providers are encouraged to attend a pre-submission conference **on Monday, September 17, 2018, at 10:00am at 375 Woodside Avenue, Room 247, (Main Conference Room), San Francisco.** All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFQ, please contact the individual designated in Section VI.B. All questions addressed will also be posted on the City website along with the answers.

B. Contract Award

Juvenile Probation Department reserves the right to select a provider from the list of eligible providers, with whom Department staff shall commence contract negotiations. The selection of any provider shall not imply acceptance by the City of all terms of the original 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 Juvenile Probation Department, in its sole discretion, may terminate negotiations with the provider and begin contract negotiations with another qualified provider of the City's choice.

C. Written Questions

Respondents are encouraged to submit written questions before the due date indicated below to the individual designated in Section VI.B. All questions will be addressed, and any available new information will be provided to respondents via email. **All written questions must be submitted on or prior to September 20, 2018, by 5:00 p.m.**

VI. Terms and Conditions for Receipt of Qualifications

A. Errors and Omissions in RFQ

Respondents are responsible for reviewing all portions of this RFQ. Respondents are to promptly notify the Department, in writing, if the respondent 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 intent to request written modification or clarification of the RFQ must be directed to: elena.baranoff@sfgov.org. **All written questions must be submitted on or prior to September 20, 2018, by 5:00 p.m.**

C. Objections to RFQ Terms

Should a respondent object on any ground to any provision or legal requirement set forth in this RFQ, the respondent must, not more than ten (10) 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 respondent 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 Change Notices, which will be posted on the website. The respondent shall be responsible for ensuring that the

proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the respondent consult the website frequently, including shortly before the proposal due date, to determine if the respondent has downloaded all Change Notices.

E. Term of Proposal

Submission of a proposal signifies that the proposed qualifications are valid for the entire lifespan of the pool of qualified providers.

F. Revision of Proposal

A respondent may revise a proposal on the respondent's own initiative at any time **before the deadline** for submission of proposals. The respondent 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 respondent.

At any time during the proposal evaluation process, the Department may require a respondent 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. Respondent's Obligations under the Campaign Reform Ordinance

Respondents must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the

contract is approved by the City elective officer or the board on which that City elective officer serves.

If a respondent is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the respondent is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, respondents should contact the San Francisco Ethics Commission at (415) 252-3100.

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

If a respondent is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the respondent must comply with Chapter 12L. The respondent must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to respondent's meetings and records, and (2) a summary of all complaints concerning the respondent's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in respondent's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. 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:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Qualifications;
4. 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;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFQ shall be implied from any failure by the City to recognize or take action on account of any failure by a respondent to observe any provision of this RFQ.

N. Local Business Enterprise Goals and Outreach

Due to county, federal and state funding for these services, LBE bid discounts **will not** be used in this RFQ.

VII. City Contract Requirements

A. Standard Contract Provisions

The successful respondent will be required to enter into a contract substantially in the form of the P-600, Agreement for Professional Services (<http://sfgov.org/oca/frequently-asked-questions-0>). Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Respondents are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful respondent will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code.

Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/>.

C. Minimum Compensation Ordinance (MCO)

The successful respondent will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful respondent will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F.

Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter.

Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

The successful respondent will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including 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. The successful respondent will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful respondent might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful respondent that the City has selected the respondent.

VIII. Standard Forms

A. How to become Eligible to Do Business with the City:

Before the City can award any award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms:

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City's supplier portal located at <https://sfcitypartner.sfgov.org/> :

1. Vendor Application Packet (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)
3. CMD 12B-101 Declaration of Nondiscrimination in Contracts and Benefits

C. Vendor Eligibility and Invoice Payment:

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.

D. Vendor Eligibility Forms:

<u>Form</u>	<u>Purpose/Info</u>	<u>Routing</u>
<u>CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</u>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	https://sfcitypartner.sfgov.org/
<u>Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation (Form CMD-12B-101)</u>	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's Contract Monitoring Division Equal Benefits web page.	https://sfcitypartner.sfgov.org/
<u>Vendor Profile Application</u>	Includes New Vendor Number Request Form and IRS Form W-9.	https://sfcitypartner.sfgov.org/

E. Supplemental Forms:

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration (pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements (pdf)	The solicitation requires the successful proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond (pdf)	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond (pdf)	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application (Contract Monitoring Division)	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/>.

IX. San Francisco Juvenile Probation Department RFQ Cover Page

NAME OF INDIVIDUAL OR ORGANIZATION: _____

IF ORGANIZATION, CONTACT PERSON NAME & TITLE: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

FEDERAL EMPLOYER #: _____

CITY VENDOR #: _____

SCOPE OF SERVICES APPLIED FOR IN THIS PROPOSAL:

I understand that Juvenile Probation Department (JPD) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies. Submission of a proposal signifies that the proposed qualifications are valid for the entire lifespan of the pool of qualified providers.

Signature of authorized representative(s):

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Submit an electronic copy to **JPD.RFP@sfgov.org** and **elena.baranoff@sfgov.org**

X. San Francisco Juvenile Probation Department Page Number Form

This form is also used to assist the review panel in finding the information in the response that corresponds to the evaluation criteria. For each item listed below, please list the page number(s) where the reviewer may find the answer(s) to the criteria.

	Evaluation and Selection Criteria	Page Number(s)
A.	Minimum Qualifications	
	<u>Experience with Scope of Services</u> described in this Solicitation with comparable agencies: 1) Experience in providing investigative services related to applicants' pre-employment background screening for sworn and non-sworn positions and 2) Experience conducting investigations into alleged employee misconduct, conduct unbecoming of a peace officer, and ethical, policy, and legal violations.	
	<u>Experience is current:</u> occurred within five (5) years of the date of this Solicitation.	
	<u>Experience of Key Personnel:</u> The proposed manager/consultant has documented experience successfully providing these services.	
	Statement that the Respondent is currently a certified vendor with the City and County of San Francisco or <i>is willing and able</i> to become a certified vendor within ten (10) days after notice of intent to award a contract.	
	Demonstrate the willingness and ability to comply with the City contracting requirements set forth in Section VII of this RFQ. (Provide Statement.)	
B1.	Experience and Capacity (40 Points)	
	Satisfactory description of professional qualifications, certificates, skill sets, and capacity for services in the area identified in the RFQ for which Respondent has applied. Include a discussion of staffing (experience, roles and responsibilities), as well as a brief description of your company history.	
B2.	Methodology/Project Approach to Services (40 Points)	
	How would your methodology successfully meet the needs of JPD? (10 pts)	
	What is your schedule and ability to complete the tasks and activities within JPD's required timeframe? (10 pts)	
	How would work assignments be delegated in your company? (10 pts)	
	How would you satisfy reporting requirements per the scope of services? (10 pts)	
B3.	Prior Contract History (both public and private) (10 Points)	
	Demonstrated successful performance under contract of work similar nature and scope to the work for which Respondent has applied under this RFQ within the last 3 years.	
B4.	Fee Proposal (10 Points)	
	Submit a fee proposal for each cost per unit of services budget for the proposed services. Include a budget justification with detailed information as to why costs are necessary and how they are calculated.	

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Operations and Maintenance of AirTrain System

Funding Source: Airport Operating Funds

PSC Amount: \$325,000,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 06/30/2034

1. Description of Work

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

The original system was procured through a construction project as part of San Francisco International Airport's Master Plan in the 1990s (Phase I-Airport Rail Transit Operating System - now know as "AirTrain") and Phase II Operations and Maintenance. The AirTrain System was substantially completed in 2002. Phase II started in 2003 and ended in 2009. The contract with Bombardier Transportation was later modified as a result of a settlement agreement from 2009 to 2019.

The new contract will provide the required personnel, supplies and materials necessary to perform the administration and management of all operations and maintenance requirements of the AirTrain proprietary system. Operations and maintenance administration and management include:

- (a) Central Control Operations - Monitor and control train operations including scheduling and running of all trains; initiating and supervising train movement; and related activities such as the addition to or removal of trains from service.
- (b) Maintain fleet of 38 automated AirTrain vehicles - including all mechanical, electrical, pneumatic and hydraulic systems.
- (c) Maintain 6 miles of dedicated guideway - including all mechanical, electrical, pneumatic and hydraulic systems
- (d) Provide employee training and certify/recertify central control operators and technicians.
- (e) Implement train and passenger emergency procedures and assist first responders in the event of an emergency.
- (f) Provide recovery personnel to remove disabled vehicles from service and respond to equipment failures throughout the system.
- (g) Collect, analyze, and report system data.
- (h) Conduct service availability monitoring.

The original system was procured through a construction project in the 1990s (Phase I-Airport Rail Transit Operating System - now know as "AirTrain") and began operations and maintenance in 1998 (Phase II).

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

If denied, the AirTrain system will cease to operate and SFO will be required to transport passengers, staff and others via alternative modes. This will cause an increase congestion on our roadways and possibly a loss in revenue by passengers seeking a more efficient operating airport.

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

The design of the Air Rail Transit System Guideway and Fixed Facilities extension (now know as AirTrain) and the design of the AirTrain/Bay Area Rapid Transit (BART) facilities were conducted under PSC 4144-99/00. The contract with Bombardier Transportation was later modified as a result of a settlement agreement for a collision that occurred in 2002.

D. Will the contract(s) be renewed?

Yes, if these services are still needed at SFO.

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

San Francisco International Airport (Airport or SFO) procured the AirTrain System via a construction project in excess of \$120 million back in the 1990s. These systems are not easily or frequently replaced. Because of the proprietary nature of the technology, no other firms will be able to operate or maintain this System. The Airport is negotiating a 15 year Agreement to contain costs over the next term and for this reason are requesting the 15 year term.

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:

SFO does not have access to the proprietary software to run the AirTrain so we need the Contractor to provide those services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Required skills include access to the proprietary software that runs the AirTrain system at SFO for the Central Control Operations. Central Control Operations monitors and controls train operations including scheduling and running of all trains; initiating and supervising train movement. Only staff with access to the software can do this work.

B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1920, Inventory Clerk; 7318, Electronic Maintenance Tech; 7334, Stationary Engineer; 9212, Airport Safety Officer; 9232, Airport Mechanical Maint Spry; 0932, Manager IV; 0933, Manager V;

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

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

None, since the City doesn't have access to the proprietary technology to run the trains.

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

A. Explain why civil service classes are not applicable.

The City has civil services classes but they don't have access to the proprietary technology to run the trains.

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, not at this time.

6. Additional Information

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

7. Union Notification: On 01/14/2019, the Department notified the following employee organizations of this PSC/RFP request:
Electrical Workers, Local 6; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; Stationary Engineers, Local 39

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48319 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Monday, January 14, 2019 11:19 AM
To: Cynthia Avakian (AIR); MRainsford@Local39.org; grojo@Local39.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; oashworth@ibew6.org; khughes@ibew6.org; Cynthia Avakian (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48319 - 18/19

RECEIPT for Union Notification for PSC 48319 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 48319 - 18/19 for \$325,000,000 for Initial Request services for the period 07/01/2019 -- 06/30/2034. 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/12019> 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: Christina Fong <christina@sfmea.com>
Sent: Friday, February 22, 2019 3:31 PM
To: Cynthia Avakian (AIR)
Cc: camaguey@sfmea.com (contact); raquel@sfmea.com (contact); DHR-PSCCoordinator, DHR (HRD)
Subject: Re: FW: Receipt of Notice for new PCS over \$100K PSC # 48319 - 18/19
Follow Up Flag: Follow up
Flag Status: Flagged

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

Hi Cynthia,

~~ME~~ MEA waives the notice period.

Best,
Christina

Christina Fong
Deputy Director
San Francisco Municipal Executives Association



870 Market Street, Suite 840 ~ San Francisco, CA 94102
415.989.7244 voice | 415.989.7077 fax
christina@sfmea.com

CONFIDENTIALITY NOTICE:

This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you have received this communication in error, please notify me by reply e-mail and immediately and permanently delete this message and any attachments without forwarding, printing or distributing it. Thank you in advance.

On Fri, Feb 22, 2019 at 3:20 PM Cynthia Avakian (AIR) <Cynthia.Avakian@flysf.com> wrote:

MEA,

Attached is a PSC request for the required personnel, supplies and materials necessary to perform the administration and management of all operations and maintenance requirements of the AirTrain proprietary system. This work has been contracted out since the system was installed in the 1990s. Two MEA represented members manage this work and will continue to do this in the future if this request is approved.

Would MEA please waive the notice period so that we can process this request at the March 18th Civil Service Commission meeting.

Please let me know if you have further questions.

Thanks,



Cynthia Avakian

Director, Contracts | Administration & Policy
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Tel 650-821-2014 | flysfo.com

[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#)

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of cynthia.avakian@flysfo.com

Sent: Monday, January 14, 2019 11:19 AM

To: Cynthia Avakian (AIR); MRainsford@Local39.org; grojo@Local39.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; oashworth@ibew6.org; khughes@ibew6.org; Cynthia Avakian (AIR); DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Notice for new PCS over \$100K PSC # 48319 - 18/19

RECEIPT for Union Notification for PSC 48319 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 48319 - 18/19 for \$325,000,000 for Initial Request services for the period 07/01/2019 – 06/30/2034. Notification of 30 days (60 days for

SEIU) is required.

Choi, Suzanne (HRD)

From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Monday, February 25, 2019 10:42 AM
To: Cynthia Avakian (AIR); Norman Ten
Cc: David Coleman (AIR); Lee Mitchell (AIR); DHR-PSCCoordinator, DHR (HRD); DHR Info
Subject: RE: REQUEST for Info - SFO PSC # 48319 - 18/19 - waiver requested

Hello Cynthia,
SEIU is okay with waiving 60 day notice for this PSC for in its current scope, amount and time frame.

Cheers,

XiuMin Li
Field Supervisor
SEIU 1021

Member Resource Center (MRC): 1-877-687-1021
Direct: 415-848-3686
SF Office Fax: 415-431-6241

Sign up to become a Union Member! Together We Rise Up! <http://bit.ly/SFMembershipForm>

From: Cynthia Avakian (AIR) [mailto:Cynthia.Avakian@flysfo.com]
Sent: Friday, February 22, 2019 4:21 PM
To: Norman Ten
Cc: David Coleman (AIR); Lee Mitchell (AIR); DHR-PSCCoordinator, DHR (HRD); XiuMin Li; David Canham
Subject: RE: REQUEST for Info - SFO PSC # 48319 - 18/19 - waiver requested

Norman,

Just checking back to see if you have any additional questions for me about the AirTrain PSC. Let me know.

Thanks,



Cynthia
Tel 650-821-2014

From: Cynthia Avakian (AIR)
Sent: Thursday, February 21, 2019 9:56 AM
To: 'Norman Ten'
Cc: David Coleman (AIR); Lee Mitchell (AIR); DHR-PSCCoordinator, DHR (HRD); 'XiuMin Li'; 'David Canham'

Subject: FW: REQUEST for Info - SFO PSC # 48319 - 18/19 - waiver requested

Importance: High

Norman,

I was told that in January 2019, our 9212 in Airfield Operations staff were converted to 9213. Attached is the list of people and contact phone numbers for staff in the 9212 class at SFO. These people are in our Aviation Security section not related to AirTrain Operations and Maintenance section. We do not have anyone in the 1920 Inventory Clerk class here at SFO.

This PSC will provide the required personnel, supplies and materials necessary to perform the administration and management of all operations and maintenance requirements of the AirTrain proprietary system. Operations and maintenance administration and management include:

- (a) Central Control Operations - Monitor and control train operations including scheduling and running of all trains; initiating and supervising train movement; and related activities such as the addition to or removal of trains from service.
- (b) Maintain fleet of 38 automated AirTrain vehicles - including all mechanical, electrical, pneumatic and hydraulic systems.
- (c) Maintain 6 miles of dedicated guideway - including all mechanical, electrical, pneumatic and hydraulic systems
- (d) Provide employee training and certify/recertify central control operators and technicians.
- (e) Implement train and passenger emergency procedures and assist first responders in the event of an emergency.
- (f) Provide recovery personnel to remove disabled vehicles from service and respond to equipment failures throughout the system.
- (g) Collect, analyze, and report system data.
- (h) Conduct service availability monitoring.

NOTE: We will not post the names and contact information in the PSC Database because of the sensitive nature of this information.

Please let me know if you have further questions.

Thanks,



Cynthia Avakian

Director, Contracts | Administration & Policy
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Tel 650-821-2014 | flysfo.com

[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#)

From: Iris Goh (AIR)

Sent: Thursday, February 21, 2019 9:41 AM

To: David Coleman (AIR); Cynthia Avakian (AIR)

Cc: Janis Ito (AIR)

Subject: RE: REQUEST for Info - SFO PSC # 48319 - 18/19 - waiver requested

David and Cynthia,

Please see attached 9212 Aviation Security Analyst work contact information. We currently do not have any 1920 Inventory Clerk.

Please let me know if you have any questions.

Thanks!
Iris
1-2919

From: Cynthia Avakian (AIR)
Sent: Wednesday, February 20, 2019 11:09 AM
To: 'Norman Ten'
Cc: David Coleman (AIR); Lee Mitchell (AIR); DHR-PSCCoordinator, DHR (HRD); XiuMin Li; David Canham
Subject: RE: REQUEST for Info - SFO PSC # 48319 - 18/19 - waiver requested

Of course. Just let me know when.

Thanks,



Cynthia
Tel 650-821-2014

From: Norman Ten [<mailto:norman.ten@seiu1021.org>]
Sent: Wednesday, February 20, 2019 11:08 AM
To: Cynthia Avakian (AIR)
Cc: David Coleman (AIR); Lee Mitchell (AIR); DHR-PSCCoordinator, DHR (HRD); XiuMin Li; David Canham
Subject: Re: REQUEST for Info - SFO PSC # 48319 - 18/19 - waiver requested

Thanks Cynthia. I'm juggling an unexpected family death, plans, and work. May I call you this late afternoon for I have a question?

Norm Ten
Field Representative
SEIU Local 1021
415-848-3660 Desk
510-409-6268 Cell

On Feb 20, 2019, at 10:42 AM, Cynthia Avakian (AIR) <Cynthia.Avakian@flysfo.com> wrote:

Hi Norman,

Just following up on this request to waive the remaining notice requirement for this PSC. Let me know if you have any questions for me.

Thanks,

<image001.png>

Cynthia

Tel 650-821-2014

From: Cynthia Avakian (AIR)

Sent: Friday, February 15, 2019 3:55 PM

To: 'Norman Ten'

Cc: David Coleman (AIR); Lee Mitchell (AIR); DHR-PSCCoordinator (DHR-PSCCoordinator@sfgov.org)

Subject: RE: REQUEST for Info - SFO PSC # 48319 - 18/19 - waiver requested

Norman,

The only SEIU classes who could possibly do the work listed on this PSC are: 1920 Inventory Clerk and 9212 Aviation Security Analyst. This work will not displace any SFO staff since this work is on the proprietary Bombardier system that we use to operate our AirTrain system.

Please let me know if you have further questions.

Thanks,

<image001.png>

Cynthia Avakian

Director, Contracts | Administration & Policy

San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128

Tel 650-821-2014 | flysfo.com

[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#)

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

From: Norman Ten [<mailto:norman.ten@seiu1021.org>]

Sent: Friday, February 15, 2019 1:52 PM

To: Cynthia Avakian (AIR)

Cc: David Coleman (AIR)

Subject: REQUEST for Info - SFO PSC # 48319 - 18/19 - waiver requested

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

Hi Cynthia,

The Union is requesting for info regarding your waiver request. Please send names and the classification of SEIU 1021 members, who may be affected by this waiver, by the end of the day, Monday, February 25, 2019.

Thanks,

Norm Ten
Field Representative
SEIU Local 1021
415-848-3660 Desk
510-409-6268 Cell

> Subject: RE: Receipt of Notice for new PCS over \$100K PSC # 48319 - 18/19

>

> Xiu Min and David,

>

> The Airport is requesting a waiver of the 60 day notice for PSC 48319-18/19 for Operations and Maintenance of the AirTrain system. We would like to have this request at the March 4, 2019 Civil Service Commission meeting, if possible.

>

> Please let me know if you have further questions.

>

> Thanks,

>

>

>

> Cynthia Avakian

> Director, Contracts | Administration & Policy San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128 Tel 650-821-2014 | flysfo.com

>

> Facebook | Twitter | YouTube | Instagram | LinkedIn -----Original Message-----

> From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of cynthia.avakian@flysfo.com

> Sent: Monday, January 14, 2019 11:19 AM

> To: Cynthia Avakian (AIR); MRainsford@Local39.org; grojo@Local39.org; Ricardo.lopez@sfgov.org; Basconillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; oashworth@ibew6.org; khughes@ibew6.org; Cynthia Avakian (AIR); DHR-PSCCoordinator, DHR (HRD)

> Subject: Receipt of Notice for new PCS over \$100K PSC # 48319 - 18/19

>

> RECEIPT for Union Notification for PSC 48319 - 18/19 more than \$100k

>

> The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 48319 - 18/19 for \$325,000,000 for Initial Request services for the period 07/01/2019 – 06/30/2034. Notification of 30 days (60 days for > SEIU) is required.

>

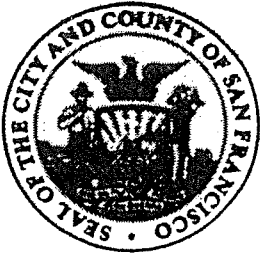
> After logging into the system please select link below, view the information and verify receipt:

>

>

<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F12019&data=02%7C01%7Ccynthia.avakian%40flysfo.com%7C5421d898484f41f9636f08d6938fe29a%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C636858643539213872&reserved=0> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

CO APR 21 AM 10:48

April 18, 2000

KAREN CLOPTON
PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

ROSABELLA SAFONT
VICE PRESIDENT

**SUBJECT: REVIEW OF REQUESTS FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACTS NUMBERS 4143-99/00
THROUGH 4148-99/00.**

DONALD A. CASPER
COMMISSIONER

At its meeting of April 17, 2000 the Civil Service Commission had for its consideration the above matter.

MORGAN R. GORRONO
COMMISSIONER

It was the decision of the Commission to adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser.

ADRIENNE PON
COMMISSIONER

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

KATE FAVETTI
EXECUTIVE OFFICER

CIVIL SERVICE COMMISSION

KATE FAVETTI
Executive Officer

Attachment

cc: David Curto, Department of Human Services
Gabe Karol, Airport Commission
John Marquez, Building Inspection
Vernon Nulph, Department of Human Resources
Edwina Young, District Attorney
Commission File

POSTING FOR
March 31, 2000

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC#	Department	Amount	Description of work	Type of Approval	Duration
4143-99/00	District Attorney	\$7,855,964	To provide computer systems project management, operation support, systems analysis, programming services and expert consulting required to maintain the Family Support Bureau's automated operating system (CASES).	Regular	06/30/2005
4144-99/00	Airport Commission	\$2,218,750	To provide engineering/architectural design services at the San Francisco International Airport for the extension of the AirTrain (people mover) System to Lot DD.	Regular	12/02/2003
4145-99/00	Airport Commission	\$1,250,000	To conduct the Offshore Runway Construction Concepts Competition necessary to solicit and encourage environmentally sensitive, innovative ideas and solutions to the challenges of designing construction methods for runway alternatives.	Regular	09/24/2000
4146-99/00	Human Services	\$310,000	To conduct an academic research project on the effectiveness of certain family and children services. Research activities include formulating the research question, establishing research design and protocols for data gathering and conducting surveys.	Regular	06/30/2002



PERSONAL SERVICES CONTRACT SUMMARY



DATE: March 17, 2000

DEPARTMENT NAME: AIRPORT COMMISSION DEPARTMENT NUMBER: 27

TYPE OF APPROVAL: EXPEDITED REGULAR (OMIT POSTING _____)

CONTINUING ANNUAL

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

TYPE OF SERVICE: Engineering Architectural Services

FUNDING SOURCE: Capital Improvement Program Funds

PSC AMOUNT: \$2,218,750.00 PSC DURATION: 4/17/00 - 12/2/03

1. DESCRIPTION OF WORK

- A. Concise description of proposed work:
Provide engineering/architectural design services for the extension of the AirTrain (people mover) System to Lot DD, including structural, architectural, mechanical, and electrical criteria developed previously during the elevated guideway design as part of the Master Plan Expansion Program.
- B. Explain why this service is necessary and the consequences of denial.
Services are necessary to development of Airport's AirTrain System. Without contract, the people mover system cannot be built.
- 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):
PSC #026R-94/95 for \$14,000,000.00 approved 5/1/95.
- D. Will the contract(s) be renewed?
Contract may be modified to cover changes in schedule or increases in scope of similar nature.

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

<u>Local 21</u>	<u>Robin Susseff</u>	<u>3-27-00</u>
Union Name	(Signature of person mailing/faxing form)	(Date)
<u> </u>	<u> </u>	<u> </u>
Union Name	(Signature of person mailing/faxing form)	(Date)

RFP sent to: _____ on _____

Union Name

Date

Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC #: 4144-99/00

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

PSC FORM 1 (7/96)

Approved 4/17/00

3. **DESCRIPTION OF REQUIRED SKILLS/EXPERTISE**

A. Specify required skills and/or expertise:

1. Expertise, knowledge and experience in structural engineering principals for bridge designs, seismic codes, architectural elements and related mechanical/electrical systems infrastructure requirements for an automated people mover system.
2. Knowledge and experience in construction cost estimating, project scheduling, specification preparation, project management and construction administration services.

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

Some CSC classes can perform parts of the above Scope of Work as follows:
 Engineering classes: 5208, 5210, 5218, 5219, 5240, 5242, 5256, 5258
 Architectural classes: 5268, 5270

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

Yes, the consultant will provide office facilities, computer systems, proprietary software, and CAD facilities.

4. **WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM**

A. Explain why civil service classes are not applicable: PUC, Public Transportation & DPW have been contacted and are unable to provide personnel at this time to perform work. Additionally, design requires a staff of highly specialized engineers and draftspersons knowledgeable and experience in the applicable bridge design criteria to meet the schedule for implementation of the AirTrain Extension to Lot DD.

B. Would it be practical to adopt a new civil service class to perform this work? Explain. No. The limited amount of work related to the design of elevated light rail system structures does not support the development of specialized engineering classifications to perform this work.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employees? - Describe training and indicate approximate number of hours. - Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.	<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? <i>Airport Resolution #00-0100</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? <i>Transit Guideway Consultants</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Gabe Karol

 Signature of Departmental Personal Services Contract Coordinator

Gabe Karol (650) 821-2074

 Print or Type Name Telephone Number

Human Resources
 Airport Commission
 P.O. Box 8097
 San Francisco, CA 94128

 Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Biosolids Beneficial Reuse

Funding Source: WWE Biosolids Management Operating Budget

PSC Amount: \$1,000,000

PSC Est. Start Date: 05/15/2019

PSC Est. End Date 05/14/2022

1. Description of Work

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

This contract entails the processing of Class B biosolids (Class B levels have trace amounts of pathogens) into Class A biosolids (Class A Biosolids have been treated to eliminate pathogens). Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503 (the criteria that refers to the elimination of pathogens), the federal regulations which govern biosolids. The current contractor uses a proprietary technology to process Class B biosolids into Class A biosolids at a facility in Fairfield. This technology uses heat, alkali and high shear forces to create a Class A biosolids liquid fertilizer. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. The contractor must ensure all pertinent regulations are adhered to.

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

The City's wastewater treatment plants separates solids out from influent and sends them to anaerobic digesters where they are biologically treated. The resulting material is called biosolids, a nutrient rich material which is used as a fertilizer. On average the city produces 175 wet tons of biosolids a day. It is important to have diverse outlets for the reuse of this material. By creating a Class A liquid fertilizer, the Wastewater Enterprise further diversifies the use of biosolids. Additionally, Solano County ordinances require the Wastewater Enterprise to convert a portion of the biosolids produced to a Class A product in order to use biosolids for agriculture in the county. Agricultural use of biosolids in Solano County is an important part of Wastewater Enterprise's (WWE) biosolids management. This service is necessary to ensure compliance with the Solano County ordinance which requires SFPUC WWE to convert a portion of the biosolids produced to a Class A product in order to use biosolids for agriculture in the county. Without this service the WWE enterprise will not have an economically viable outlet for their biosolids.

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

This service has always been provided through an OCA-generated contract.

D. Will the contract(s) be renewed?

Yes.

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

This PSC request is for three years. It is possible a modification to increase the sum of the contract would be made towards the end of this contract's term limit to ensure continued service. Not extension in the duration of the contract would be made past the requested PSC duration of 5/14/2022 as this is the term limit of the contract.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This service requires a large, technologically advanced facility to process Class B biosolids into a Class A biosolid liquid fertilizer which the City does not possess. The City also does not possess the equipment needed for subsurface injection of this fertilizer.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This service requires a facility capable of converting Class B biosolids to Class A biosolids. The service also requires agreements with farmers and ranchers for the reuse of the Class A biosolids products as a fertilizer. The application of the Class A biosolids requires specialized equipment and an agronomist to determine application rates.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor provides a facility capable for processing Class B biosolids into a Class A biosolids liquid fertilizer. The contractor also has specialized application equipment for subsurface injection of this fertilizer and agreements with farmers and ranchers.

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

Wastewater Enterprise has not made an effort to obtain these services through available resources within the city.

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

A. Explain why civil service classes are not applicable.

The city does not own the specialized facility which performs this service, does not have agreements with farmers and ranchers, and does not have specialized application equipment.

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, since the city would still not have the requisite facilities and equipment to fully accomplish this work and meet the regulatory standards.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. The contractor will not train City employees as there is no intention for this service to be performed by City employees nor a facility which City employees could operate.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. The contract, 63001, is currently performed by Lystek. It was not previously known to Wastewater Enterprise that this contract needed PSC approval. PSC approval is being requested for the extension of this contract.

7. **Union Notification:** On 01/24/2019, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43232 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Jackson, Shamica; annie.wanless@sfgov.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmllocal300.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); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; iduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LIUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Jackson, Shamica; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43232 - 18/19
Date: Thursday, January 24, 2019 5:46:06 PM

RECEIPT for Union Notification for PSC 43232 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 43232 - 18/19 for \$1,000,000 for Initial Request services for the period 05/15/2019 – 05/14/2022. 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/12485> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ASSESSOR / RECORDER

Dept. Code: ASR

Type of Request: Initial Modification of an existing PSC (PSC # 37035 - 18/19)

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

Type of Service: Data conversion for GIS parcel map

Funding Source: ASR continuing funds

PSC Original Approved Amount: \$75,000

PSC Original Approved Duration: 01/01/19 - 12/31/20 (2 years)

PSC Mod#1 Amount: \$125,000

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$200,000

PSC Cumulative Duration Proposed: 2 years

1. Description of Work

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

The City and County of San Francisco Office of Assessor-Recorder (ASR) seeks to create a new map design, map annotation and layout for the annual Assessor Map Series based on the California State Board of Equalization Assessor's Handbook, Section 215 of 2010-04, Assessment Map Standards for Manual Systems. The production of these maps will be completed with ESRI GIS software tools.

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

If this project is approved and the scope of work is successfully completed, the ASR will be able to:

- Facilitate map updates using the parcel geometry from CAD files created by the San Francisco Department of Public Works.
- Create, edit and place ASR map and parcel dimension annotation, by hand, to suit ASR purposes.
- Generate one or multiple blocks of the annual map series per Section 215 requirements.
- Simplify the annotation and map production process in ArcGIS Pro moving forward.

If this PSC is denied, the ASR will not be able to perform a mapping that is vital our assessment function. This will delay parcel splits and mergers that occur after changes in ownership thereby delaying assessment and taxation.

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, the services have not been provided

D. Will the contract(s) be renewed?

The Department expects the project to be complete within one year and the contract is not expected to be renewed.

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

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

This project requires thousands of hours of transcription work executed in a short period of time. Since this is a one-time effort, it would not be practical to employ tens of employees with no subsequent need for their services. The size of the work makes it impractical to task existing staff take on this task, in addition to their normal work load.

B. Reason for the request for modification:

The \$75,000 estimated budget used for the initial PSC was too low. We received proposals on our RFP and cost estimates ranged from \$157K to \$597K. We are planning to move forward with the lowest bidder, but will ask to increase the PSC to \$200,000 to account for unforeseen conditions. The scope of work will not change.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: This particular task is manually intensive, and all City analysts range from overqualified to extremely overqualified for this work. Additionally, their current work load would not allow timely or cost effective completion of this work. ASR has an immediate need to create these maps that will then be maintained by ASR on a go-forward basis.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 5364, Engineering Associate 1; 5366, Engineering Associate 2;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
This is a one time, short term project
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, there are already classifications that can perform this work

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

None

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

No.

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

No

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

No

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

No.

7. **Union Notification:** On 02/01/19, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, 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: Simone Jacques Phone: 415-554-5279 Email: simone.jacques@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 37035 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of simone.jacques@sfgov.org
To: [Jacques, Simone \(ASR\); Wanless, Annie \(HRD\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR \(HRD\)](mailto:Jacques, Simone (ASR); Wanless, Annie (HRD); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Modification Request to PSC # 37035 - 18/19 - MODIFICATIONS
Date: Friday, February 1, 2019 3:55:18 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The ASSESSOR / RECORDER -- ASR has submitted a modification request for a Personal Services Contract (PSC) for \$125,000 for services for the period January 1, 2019 – December 31, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/12529>

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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ASSESSOR / RECORDER -- ASRDept. Code: ASRType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Data conversion for GIS parcel mapFunding Source: ASR continuing fundsPSC Duration: 2 yearsPSC Amount: \$75,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The City and County of San Francisco Office of Assessor-Recorder (ASR) seeks to create a new map design, map annotation and layout for the annual Assessor Map Series based on the California State Board of Equalization Assessor's Handbook, Section 215 of 2010-04, Assessment Map Standards for Manual Systems. The production of these maps will be completed with ESRI GIS software tools.

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

If this project is approved and the scope of work is successfully completed, the ASR will be able to:

- Facilitate map updates using the parcel geometry from CAD files created by the San Francisco Department of Public Works.
- Create, edit and place ASR map and parcel dimension annotation, by hand, to suit ASR purposes.
- Generate one or multiple blocks of the annual map series per Section 215 requirements.
- Simplify the annotation and map production process in ArcGIS Pro moving forward.

If this PSC is denied, the ASR will not be able to perform a mapping that is vital our assessment function. This will delay parcel splits and mergers that occur after changes in ownership thereby delaying assessment and taxation.

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.

Prior to 2016, ASR Block maps were drawn and maintained in CAD or by hand on printed pdf documents. In 2016, the Department of Technology contracted with an outside vendor through the Technology Marketplace to scan 5,700 C-size (17in x 22in) PDF drawings of San Francisco's ASR Block maps. The 2016 map scans were georeferenced, and a table of map scale and rotation (relative to the San Francisco Coordinate System of 2013) was made. In 2017, parcel dimensions were attributed with the dimension text for each parcel boundary line feature in GIS. This involved 526,507 parcel line segments, and each line was attributed with the dimension for the left and right side of each boundary line.

D. Will the contract(s) be renewed?

The Department expects the project to be complete within one year and the contract is not expected to be renewed.

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This project requires thousands of hours of transcription work executed in a short period of time. Since this is a one-time effort, it would not be practical to employ tens of employees with no subsequent need for their services. The size of the work makes it impractical to task existing staff take on this task, in addition to their normal work load.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This particular task is manually intensive, and all City analysts range from overqualified to extremely overqualified for this work. Additionally, their current work load would not allow timely or cost effective completion of this work. ASR has an immediate need to create these maps that will then be maintained by ASR on a go-forward basis.

B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 5364, Engineering Associate 1; 5366, Engineering Associate 2;

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?

ASR is working closely with the Department of Technology, San Francisco Geographic Information Systems Program (SFGIS) and Public Works on this project. SFGIS is supporting ASR in drafting the project requirements, and will help evaluate the proposals once received. However neither Department has the capacity to take on the full scope of work. We need thousands of hours of transcription work executed in a short period of time. Since this is a one-time effort, it would not be practical to employ new employees with no subsequent need for their services. The size of the work makes it impractical to task existing staff take on this task, in addition to their normal work load.

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

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, there are already classifications that can perform this work

6. Additional Information

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

No.

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

No. Deliverables of this project will not need training. Any training that might be needed will be conducted by Department of Technology SFGIS Team on a go-forward basis.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 11/07/2018, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Professional & Tech Engrs, Local 21

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

Name: Simone Jacques Phone: 415-554-5279 Email: simone.jacques@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 37035 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/03/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT

Dept. Code: ECN

Type of Request: Initial Modification of an existing PSC (PSC # 32756 - 17/18)

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

Type of Service: Consulting - Nonprofit Capacity Building

Funding Source: General Fund

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 01/15/18 - 01/15/21 (3 years 1 day)

PSC Mod#1 Amount: \$220,000

PSC Mod#1 Duration: 02/18/19-06/30/21 (23 weeks 4 days)

PSC Cumulative Amount Proposed: \$320,000

PSC Cumulative Duration Proposed: 3 years 23 weeks

1. Description of Work

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

The Office of Economic and Workforce Development (OEWD) is seeking nonprofit organizational development consultants to support the City's Nonprofit Capacity Building program. The selected consultants will guide organizational diagnostic assessments, provide business counseling and identify capacity-building resources including service providers and/or training services. Specifically, OEWD is seeking consultants with expertise in one or more of the following areas, as they relate to nonprofit capacity building:

- a. Organizational needs assessment & market analysis
- b. Strategy, vision & impact
- c. Leadership coaching
- d. Fund development & resource generation
- e. Board development
- f. Equity, diversity & cultural competence
- g. Staff recruiting, development and retention
- h. Financial planning, budgeting, oversight & operations
- i. Succession planning

- j. Risk assessment
- k. Organizational design & change management
- l. Mergers and strategic restructuring
- m. Evaluation and infrastructure for ongoing program & organizational assessment
- n. Volunteer management
- o. Technological infrastructure
- p. Nonprofit establishment and formation
- q. Industry specific expertise (i.e. economic development, workforce, arts, education, etc.)

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

The Department issued a Request for Qualifications (RFQ) in September 2017 to develop a qualified consultant pool with the depth of experience necessary to deliver high quality services tailored to the diverse needs of local nonprofits. The goal of this RFQ is to maintain necessary services and resources for San Francisco residents by stabilizing nonprofits. Nonprofits in need of capacity-building services often need rapid deployment of services. The consequence of denial would be that some nonprofits may choose lesser-quality services that will exacerbate instability, or will have to redirect resources from community services, resulting in either instability or diminished services for San Francisco residents.

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

This service has not been performed in the past.

D. Will the contract(s) be renewed?

Unknown at this time.

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

2. Reason(s) for the Request

A. Display all that apply.

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

Explain the qualifying circumstances:

This is anticipated to be a one-time short term project requiring a wide variety of skill sets and expertise. These services need to be deployed rapidly and with varying degrees of depth, and would best be delivered by a series of consultants that can flex their approach to the specific needs of the nonprofits in need.

B. Reason for the request for modification:

Modification is requested to add \$220,000 to original authorization and extend approval through 6/30/2021.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: 3 years verifiable experience providing coaching, business development, capacity building and/or training services to nonprofit clients and a minimum of 10 nonprofit clients directly assisted.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
This project is short term and requires specific skills.
- 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 project is short term.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No training is necessary, however, the contractor will work with city staff to design the structure of the application for assistance and to conduct outreach to nonprofit sub-sectors. Through this work the city staff (#9774 Senior Community Development Specialist I) will gain knowledge of the methodology used to assess nonprofit capacity building needs, as well as the barriers nonprofits face to successfully acting upon knowledge and resources gained through capacity building. Time spent reviewing reports on methodology and outcomes is approximately 20 hours.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

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

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

7. Union Notification: On 01/14/19, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: Marissa Bloom Phone: 415-701-4887 Email: marissa.bloom@sfgov.org

Address: 1 South Van Ness Ave, 5th Floor, San Francisco, CA, 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32756 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 32756 - 17/18 - MODIFICATIONS

dhr-psccordinator@sfgov.org on behalf of marissa.bloom@sfgov.org

Mon 1/14/2019 9:57 AM

To: Bloom, Marissa (ECN) <marissa.bloom@sfgov.org>; ecassidy@ifpte21.org <ecassidy@ifpte21.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; Collins, Jenny (ECN) <jenny.collins@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>;

PSC RECEIPT of Modification notification sent to Unions and DHR

The ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN has submitted a modification request for a Personal Services Contract (PSC) for \$220,000 for services for the period January 1, 2019 – June 30, 2021. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/12307>

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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN

Dept. Code: ECN

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

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

Type of Service: Consulting - Nonprofit Capacity Building

Funding Source: General Fund

PSC Duration: 3 years 1 day

PSC Amount: \$100,000

1. Description of Work

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

The Office of Economic and Workforce Development (OEWD) is seeking nonprofit organizational development consultants to support the City's Nonprofit Capacity Building program. The selected consultants will guide organizational diagnostic assessments, provide business counseling and identify capacity-building resources including service providers and/or training services. Specifically, OEWD is seeking consultants with expertise in one or more of the following areas, as they relate to nonprofit capacity building:

- a. Organizational needs assessment & market analysis
- b. Strategy, vision & impact
- c. Leadership coaching
- d. Fund development & resource generation
- e. Board development
- f. Equity, diversity & cultural competence
- g. Staff recruiting, development and retention
- h. Financial planning, budgeting, oversight & operations
- i. Succession planning
- j. Risk assessment
- k. Organizational design & change management
- l. Mergers and strategic restructuring
- m. Evaluation and infrastructure for ongoing program & organizational assessment

- n. Volunteer management
- o. Technological infrastructure
- p. Nonprofit establishment and formation
- q. Industry specific expertise (i.e. economic development, workforce, arts, education, etc.)

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

The Department issued a Request for Qualifications (RFQ) in September 2017 to develop a qualified consultant pool with the depth of experience necessary to deliver high quality services tailored to the diverse needs of local nonprofits. The goal of this RFQ is to maintain necessary services and resources for San Francisco residents by stabilizing nonprofits. Nonprofits in need of capacity-building services often need rapid deployment of services. The consequence of denial would be that some nonprofits may choose lesser-quality services that will exacerbate instability, or will have to redirect resources from community services, resulting in either instability or diminished services for San Francisco residents.

- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**
 This specific scope of services has not been provided in the past.

- D. Will the contract(s) be renewed?**
 Unknown at this time.

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

2. Reason(s) for the Request

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

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

- B. Explain the qualifying circumstances:**

This is anticipated to be a one-time short term project requiring a wide variety of skill sets and expertise. These services need to be deployed rapidly and with varying degrees of depth, and would best be delivered by a series of consultants that can flex their approach to the specific needs of the nonprofits in need.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:** 3 years verifiable experience providing coaching, business development, capacity building and/or training services to nonprofit clients and a minimum of 10 nonprofit clients directly assisted.

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

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

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

The Department has met with staff from the San Francisco Arts Commission(SFAC), Mayor's Office of Housing and Community Development (MOHCD), Department of Children, Youth and their Families (DCYF), the Controller's Office to discuss their nonprofit capacity building resources. Some services are being offered through a Request for Proposals that will expire soon. Nonprofits have expressed interest in a larger selection of providers including providers with leadership transition and experience working in community-focused and/or culturally-specific organizations.

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

A. Explain why civil service classes are not applicable.

This project is short term and requires specific skills.

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 project is short term.

6. Additional Information

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

No.

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

No. No training is necessary, however, the contractor will work with city staff to design the structure of the application for assistance and to conduct outreach to nonprofit sub-sectors. Through this work the city staff (#9774 Senior Community Development Specialist I) will gain knowledge of the methodology used to assess nonprofit capacity building needs, as well as the barriers nonprofits face to successfully acting upon knowledge and resources gained through capacity building. Time spent reviewing reports on methodology and outcomes is approximately 20 hours.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 10/27/2017, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Marissa Bloom Phone: 415-701-4887 Email: marissa.bloom@sfgov.org

Address: 1 South Van Ness Ave, 5th Floor San Francisco, CA, 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32756 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/14/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 4161-08/09)

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

Type of Service: Power Engineering Design and Environmental Analysis Services (CS-991)

Funding Source: Hetch Hetchy Power Capital

PSC Original Approved Amount: \$3,000,000 PSC Original Approved Duration: 01/01/10 - 07/15/12 (2 years 27 weeks)

PSC Mod#1 Amount: \$2,000,000 PSC Mod#1 Duration: 07/16/12-08/15/14 (2 years 4 weeks)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 08/16/14-03/01/19 (4 years 28 weeks)

PSC Mod#3 Amount: \$2,500,000 PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: no amount added PSC Mod#4 Duration: 03/02/19-08/01/19 (21 weeks 5 days)

PSC Mod#5 Amount: \$1,900,000 PSC Mod#5 Duration: 08/02/19-03/31/22 (2 years 34 weeks)

PSC Cumulative Amount Proposed: \$9,400,000 PSC Cumulative Duration Proposed: 12 years 13 weeks

1. Description of Work

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

Contract work consists of engineering design and cost estimates with additional environmental and permitting services for a Newark to San Francisco submarine High Voltage Direct Current (HVDC) power cable. The design work will include substation sites and transmission routes from the existing Newark Substation to a new substation on or near Treasure Island with additional possible connections in the Greater Bay Area. The environmental work includes preparation of California Environmental Quality Act (CEQA) documents, environmental background reports and permit applications. Coordination and work plan preparation; environmental document scoping; environmental background and field studies; alternatives analysis; preparation of draft environmental documents; public review of draft environmental documents; response to public comments; preparation of final environmental documents; and mitigation monitoring plan preparation.

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

The SFPUC has been directed by the Board of Supervisors and the Mayor to develop City-owned transmission projects including the Newark-San Francisco Project and the Potrero-Embarcadero Project with a "transmission-only" solution to expedite closure of the Potrero Power Plant. Denial would not provide the SFPUC the opportunity to complete this requirement.

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

Services have been provided in the past through earlier PSC request. See 4161-08/09

D. Will the contract(s) be renewed?

No.

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

The SFPUC Power Enterprise resolved multiple, complex business factors to move forward with the transmission work. These factors involved major issues including the expiration of the Interconnection Agreement with PG&E in 2015, policies associated with use of the California Independent System Operator (CAISO) grid for transmission, potential participation by SFPUC as a Participating Transmission Owner (PTO) with CAISO, and many other complex considerations. These business factors needed to be resolved before the project could move forward with the project. Before the construction phase could begin, the transmission analysis, design, permitting and environmental analysis had to be resolved.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

This project requires complex, specialized and technical skills.

B. Reason for the request for modification:

The construction phase of the substructure work for the Bay Corridor Transmission Distribution (BCTD) Project has not yet been completed. The capacity increase and extension are necessary to support the design, engineering and installation of the electrical power substation to interconnect with PG&E and distribute to SFPUC customers. The consultant for CS991 has not been continuously working on this project due to gaps in the different phases of the project and business factors that needed to be addressed before the project design could commence. The preliminary report prepared by the consultant was completed in March 2012. This report analyzed various transmission options with respect to technical, environment, permitting and economic factors. While the work being done by the consultant was paused, the SFPUC Power Enterprise was resolving multiple, complex business factors to move forward with the transmission work. These factors involved major issues including the expiration of the Interconnection Agreement with PG&E in 2015, policies associated with use of the California Independent System Operator (CAISO) grid for transmission, potential participation by SFPUC as a Participating Transmission Owner (PTO) with CAISO, and many other complex considerations. These business factors needed to be resolved before the project could move forward. Before the construction phase could begin, the transmission analysis, design, permitting and environmental analysis had to be resolved. The consultant was not able to begin work until January 2016, which included performing preliminary engineering, cost estimating, environmental permitting and constructability reviews for a planned electrical distribution project that would serve SFPUC Power Enterprise customers along the Bayside of San Francisco. Construction of the distribution system infrastructure, consisting of duct banks and conduits, commenced in February 2018. The

substation is required to interconnect the infrastructure for delivering the electricity to SFPUC customers. The substation will reduce the transmission voltage from 220,000 volts (220 kV) to the distribution voltages of 12,000 volts (12 kV) and 13,400 volts (13.4 kV) for the safe delivery of electricity to our customers. The consultant is familiar with the project and has done preliminary reviews for different sites within the city for locating the substation. The consultant is familiar with the requirements for a compact substation due to the space constraints for the substation. For continuity, the consultant for CS991 will be best suited for the development of the electrical line design including, site and elevation plans, wiring diagrams, and detailed technical equipment specifications for a fully functional power substation. The consultant is keenly familiar with the project details as they prepared and completed the design bases for the project. The consultant will also provide design support during the construction of the substation based on their familiarity of the overall BCTD Project. If not extended, there will not be anyone that can provide clarifications to the contractor performing the construction of the project. There have been site specific conditions that have been encountered during the construction which the current consultant was able to address to mitigate based on their research and design bases. A new contract will create a significant knowledge gap that would delay the project, thus affecting the completion of the BCTD project to provide electric service to SFPUC customers.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Please see additional attachment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5278, Planner 2; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Please see additional attachment.
- 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: Please see additional attachment.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No training will be provided due to the complex, specialized and technical nature of this project.

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

7. **Union Notification:** On 01/29/19, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4161-08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

Irwin, William

From: dhr-psccoordinator@sfgov.org on behalf of irwin@sfwater.org
Sent: Tuesday, January 29, 2019 4:17 PM
To: Irwin, William; amakayan@ifpte21.org; annie.wanless@sfgov.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Jackson, Shamica; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 4161-08/09 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$1,900,000 for services for the period August 2, 2019 -- March 31, 2022. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrrupal/node/960>

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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 4161-08/09)

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

Type of Service: Power Engineering Design and Environmental Analysis Services (CS-991)

Funding Source: Hetch Hetchy Power Capital

PSC Original Approved Amount: \$3,000,000

PSC Original Approved Duration: 01/01/10 - 07/15/12 (2 years 27 weeks)

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

PSC Mod#1 Duration: 07/16/12-08/15/14 (2 years 4 weeks)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 08/16/14-03/01/19 (4 years 28 weeks)

PSC Mod#3 Amount: \$2,500,000

PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: no amount added

PSC Mod#4 Duration: 03/02/19-08/01/19 (21 weeks 5 days)

PSC Cumulative Amount Proposed: \$7,500,000

PSC Cumulative Duration Proposed: 9 years 30 weeks

1. Description of Work

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

Contract work consists of engineering design and cost estimates with additional environmental and permitting services for a Newark to San Francisco submarine High Voltage Direct Current (HVDC) power cable. The design work will include substation sites and transmission routes from the existing Newark Substation to a new substation on or near Treasure island with additional possible connections in the Greater Bay Area. The environmental work includes preparation of California Environmental Quality Act (CEQA) documents, environmental background reports and permit applications. Coordination and work plan preparation; environmental document scoping; environmental background and field studies; alternatives analysis; preparation of draft environmental documents; public review of draft environmental documents; response to public comments; preparation of final environmental documents; and mitigation monitoring plan preparation.

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

The SFPUC has been directed by the Board of Supervisors and the Mayor to develop City-owned transmission projects including the Newark-San Francisco Project and the Potrero-Embarcadero Project with a "transmission-only" solution to expedite closure of the Potrero Power Plant. Denial would not provide the SFPUC the opportunity to complete this requirement.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
This service is currently being provided via PSC No.4161-08/09.

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

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The SFPUC Power Enterprise resolved multiple, complex business factors to move forward with the transmission work. These factors involved major issues including the expiration of the Interconnection Agreement with PG&E in 2015, policies associated with use of the California Independent System Operator (CAISO) grid for transmission, potential participation by SFPUC as a Participating Transmission Owner (PTO) with CAISO, and many other complex considerations. These business factors needed to be resolved before the project could move forward with the project. Before the construction phase could begin, the transmission analysis, design, permitting and environmental analysis had to be resolved.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

This project requires complex, specialized and technical skills.

B. Reason for the request for modification:

The construction phase of the substructure work for the Bay Corridor Transmission Distribution (BCTD) Project has not yet been completed. The capacity increase and extension is necessary to provide technical construction support during construction. The consultant for CS-991 has not been continuously working on this project due to gaps in the different phases of the project and business factors that needed to be addressed before the project design could commence. The preliminary report prepared by the consultant was completed in March 2012. This report analyzed various transmission options with respect to technical, environment, permitting and economic factors. While the work being done by consultant was paused, the SFPUC Power Enterprise was resolving multiple, complex business factors to move forward with the transmission work. These factors involved major issues including the expiration of the Interconnection Agreement with PG&E in 2015, policies associated with use of the California Independent System Operator (CAISO) grid for transmission, potential participation by SFPUC as a Participating Transmission Owner (PTO) with CAISO, and many other complex considerations. These business factors needed to be resolved before the project could move forward with the project. Before the construction phase could begin, the transmission analysis, design, permitting and environmental analysis had to be resolved. For the above reasons, the consultant did not commence work until January 2016 to perform preliminary engineering, cost estimating, environmental permitting and constructability reviews for a planned electrical distribution project that would serve SFPUC Power Enterprise customers along the Bayside of San Francisco. Construction of the distribution system did not begin February 2018 and is scheduled to be completed in June 2021. The consultant is keenly familiar with the project details as they prepared and completed the design bases for the project. If not extended, there will be no one

that can provide clarifications to the contractor performing the construction of the project. There have been site specific conditions that have been encountered during the construction which the current consultant was able to address to mitigate based on their research and design bases. A new contract will create a significant knowledge gap that would delay the project, thus affecting the completion of the BCTD project to provide electric service to SFPUC customers.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Please see additional attachment.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5278, Planner 2; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.
Please see additional attachment.

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: Please see additional attachment.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No training will be provided due to the complex, specialized and technical nature of this project.

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

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

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

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

7. **Union Notification:** On 12/04/18, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4161-08/09

DHR Analysis/Recommendation:

01/07/2019

Commission Approval Required

Other

01/07/2019 DHR Approved for 01/07/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 49415 - 16/17)

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

Type of Service: As-Needed Engineering Design Services (PRO.0076)

Funding Source: SFPUC Individual Projects

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

PSC Original Approved Duration: 04/17/18 - 03/14/23 (4 years 47 weeks)

PSC Mod#1 Amount: \$3,000,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$6,000,000

PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$18,000,000

PSC Cumulative Duration Proposed: 4 years 47 weeks

1. Description of Work

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

The San Francisco Public Utilities Commission (SFPUC) has awarded three (3) agreements, at \$4 million each to perform specialized Engineering Design Services on an as-needed basis to supplement SFPUC and other City Staff. Civil, structural, electrical, mechanical engineering and other specialized engineering are needed to complete utility engineering projects.

This modification is necessary because both PRO.0076.B and PRO.0076.C were used to provide services to provide assessments and/or design repairs to SFPUC facilities at Moccasin damaged by the March 2018 Storm Event.

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

Some of these projects require expertise which is not available from City employees. If these services are not available, SFPUC design projects cannot be completed.

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

This service is currently being provided by PSC No. 49415-16/17.

D. Will the contract(s) be renewed?

No.

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

Contract No. PRO.0076 is a Public Works As-Needed Professional Services Contract subject to a maximum Contract term of not more than five years per the administrative code.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Engineers in current civil classifications perform some of the more routine engineering work. These as-needed services will be utilized when specialized engineering will be required that is not normally performed by engineers in these current civil service classifications, such as design of pipeline seismic fault crossings, and corrosion engineering. Services will also be utilized when the need for engineering design is temporarily beyond the capacity of current resource levels within the SFPUC and other City engineering staff (i.e., DPW).

B. Reason for the request for modification:

This modification is necessary because both PRO.0076.B and PRO.0076.C were used to provide services to provide assessments and/or design repairs to SFPUC facilities at Moccasin damaged by the March 2018 Storm Event.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Civil, structural, electrical and mechanical engineering in: designing water and wastewater conveyance and treatment facilities, and power facilities. Areas of expertise needed include geotechnical engineering, building information modeling, transient hydraulic analysis, and trenchless technology.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5364, Engineering Associate 1;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Engineers in current civil classifications perform some of the more routine engineering work. These as-needed services will be utilized when specialized engineering will be required that is not normally performed by engineers in these current civil service classifications, such as design of pipeline seismic fault crossings, and corrosion engineering. Services will also be utilized when the need for engineering design is temporarily beyond the capacity of current resource levels within the SFPUC and other City engineering staff (i.e., DPW). Other City departments, such as Public Works, will be contacted prior to utilizing any of the requested funding if the work does not solely fall under the "specialty" category.

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: Engineers are needed to perform specialized engineering design for projects and to provide support during peak work load. Note that for specialized engineering services such as Building Information Modeling (BIM), for example, SFPUC staff are independently undergoing training and SFPUC is also trying to hire new staff with

BIM expertise. As soon as SFPUC (or other City Departments) has the resources that has BIM expertise, we will no longer use the As-Needed Engineering Contracts for these particular services.

6. Additional Information

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

No.

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

There is no training under this Agreement because the work will not be transitioned back to the City given that the work is only needed on an as-needed basis and such expertise is not found within City staff. However, note that for specialized engineering services such as BIM, for example, SFPUC staff are independently undergoing training and SFPUC is also trying to hire new staff with BIM expertise. As soon as SFPUC (or other City Departments) has the resources that has BIM expertise, we will no longer use the As-Needed Engineering Contracts for these particular services.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 02/12/19, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49415 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/18/2019

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of SJackson@sfgwater.org
To: Jackson, Shamica; amakayan@ifpte21.org; annie.wanless@sfgov.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 49415 - 16/17 - MODIFICATIONS
Date: Tuesday, February 12, 2019 1:27:22 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$6,000,000 for services for the period April 17, 2018 – March 14, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/10150>

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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 49415 - 16/17)

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

Type of Service: As-Needed Engineering Design Services (PRO.0076)

Funding Source: SFPUC Individual Projects

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

PSC Original Approved Duration: 11/01/17 - 10/31/22 (5 years)

PSC Mod#1 Amount: \$3,000,000

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$12,000,000

PSC Cumulative Duration Proposed: 5 years

1. Description of Work

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

The San Francisco Public Utilities Commission (SFPUC) intends to award up to three (3) agreements, at \$3 million each to perform specialized Engineering Design Services on an as-needed basis to supplement SFPUC and other City Staff. Civil, structural, electrical, mechanical engineering and other specialized engineering are needed to complete utility engineering projects.

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

Some of these projects require expertise which is not available from City employees. If these services are not available, SFPUC design projects cannot be completed.

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 previously approved under PSC #48099-13/14, CS-386.

D. Will the contract(s) be renewed?

No.

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

Contract No. PRO.0076 is a Public Works As-Needed Professional Services Contract subject to a maximum Contract term of not more than five years per the administrative code.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Engineers in current civil classifications perform some of the more routine engineering work. These as-needed services will be utilized when specialized engineering will be required that is not

normally performed by engineers in these current civil service classifications, such as design of pipeline seismic fault crossings, and corrosion engineering. Services will also be utilized when the need for engineering design is temporarily beyond the capacity of current resource levels within the SFPUC and other City engineering staff (i.e., DPW).

B. Reason for the request for modification:

To align the PSC amount with the Contract amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Civil, structural, electrical and mechanical engineering in: designing water and wastewater conveyance and treatment facilities, and power facilities. Areas of expertise needed include geotechnical engineering, building information modeling, transient hydraulic analysis, and trenchless technology.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5364, Engineering Associate 1;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Engineers in current civil classifications perform some of the more routine engineering work. These as-needed services will be utilized when specialized engineering will be required that is not normally performed by engineers in these current civil service classifications, such as design of pipeline seismic fault crossings, and corrosion engineering. Services will also be utilized when the need for engineering design is temporarily beyond the capacity of current resource levels within the SFPUC and other City engineering staff (i.e., DPW). Other City departments, such as Public Works, will be contacted prior to utilizing any of the requested funding if the work does not solely fall under the "specialty" category.
- 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: Engineers are needed to perform specialized engineering design for projects and to provide support during peak work load. Note that for specialized engineering services such as Building Information Modeling (BIM), for example, SFPUC staff are independently undergoing training and SFPUC is also trying to hire new staff with BIM expertise. As soon as SFPUC (or other City Departments) has the resources that has BIM expertise, we will no longer use the As-Needed Engineering Contracts for these particular services.

6. Additional Information

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

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

There is no training under this Agreement because the work will not be transitioned back to the City given that the work is only needed on an as-needed basis and such expertise is not found within City staff. However, note that for specialized engineering services such as BIM, for example, SFPUC staff are independently undergoing training and SFPUC is also trying to hire new staff with BIM expertise. As soon as SFPUC (or other City Departments) has the resources that has BIM expertise, we will no longer use the As-Needed Engineering Contracts for these particular services.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 09/26/17, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49415 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/22/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: As-Needed Engineering Design Services (PRO.0076)Funding Source: SFPUC Individual ProjectsPSC Duration: 4 years 47 weeksPSC Amount: \$9,000,000**1. Description of Work**

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

The San Francisco Public Utilities Commission (SFPUC) has awarded three (3) agreements, at \$4 million each to perform specialized Engineering Design Services on an as-needed basis to supplement SFPUC and other City Staff. Civil, structural, electrical, mechanical engineering and other specialized engineering are needed to complete utility engineering projects.

This modification is necessary because both PRO.0076.B and PRO.0076.C were used to provide services to provide assessments and/or design repairs to SFPUC facilities at Moccasin damaged by the March 2018 Storm Event.

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

Some of these projects require expertise which is not available from City employees. If these services are not available, SFPUC design projects cannot be completed.

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 previously approved under PSC #48099-13/14, CS-386.

D. Will the contract(s) be renewed?

No.

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

Contract No. PRO.0076 is a Public Works As-Needed Professional Services Contract subject to a maximum Contract term of not more than five years per the administrative code.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Engineers in current civil classifications perform some of the more routine engineering work. These as-needed services will be utilized when specialized engineering will be required that is not normally performed by engineers in these current civil service classifications, such as design of pipeline seismic fault crossings, and corrosion engineering. Services will also be utilized when the need for engineering design is temporarily beyond the capacity of current resource levels within the SFPUC and other City engineering staff (i.e., DPW).

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Civil, structural, electrical and mechanical engineering in: designing water and wastewater conveyance and treatment facilities, and power facilities. Areas of expertise needed include geotechnical engineering, building information modeling, transient hydraulic analysis, and trenchless technology.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5364, Engineering Associate 1;
- 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?

These as-needed services will be utilized when specialized engineering that is not normally performed by engineers in these current civil service classifications, such as design of pipeline seismic fault crossings, and corrosion engineering, is required. Services will also be utilized when the need for engineering design is temporarily beyond the capacity of current resource levels within the SFPUC and other City engineering staff (i.e., The Department of Public Works (DPW) and other City departments).

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

- A. Explain why civil service classes are not applicable.
Engineers in current civil classifications perform some of the more routine engineering work. These as-needed services will be utilized when specialized engineering will be required that is not normally performed by engineers in these current civil service classifications, such as design of pipeline seismic fault crossings, and corrosion engineering. Services will also be utilized when the need for engineering design is temporarily beyond the capacity of current resource levels within the SFPUC and other City engineering staff (i.e., DPW). Other City departments, such as Public Works, will be contacted prior to utilizing any of the requested funding if the work does not solely fall under the "specialty" category.
- 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. Engineers are needed to perform specialized engineering design for projects and to provide support during peak work load. Note that for specialized engineering services such as Building Information Modeling (BIM), for example, SFPUC staff are independently undergoing training and SFPUC is also trying to hire new staff with BIM expertise. As soon as SFPUC (or other City Departments) has the resources that has BIM expertise, we will no longer use the As-Needed Engineering Contracts for these particular services.

6. Additional Information

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

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

No. There is no training under this Agreement because the work will not be transitioned back to the City given that the work is only needed on an as-needed basis and such expertise is not found within City staff. However, note that for specialized engineering services such as BIM, for example, SFPUC staff are independently undergoing training and SFPUC is also trying to hire new staff with BIM expertise. As soon as SFPUC (or other City Departments) has the resources that has BIM expertise, we will no longer use the As-Needed Engineering Contracts for these particular services.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 06/26/2017, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49415 - 16/17

DHR Analysis/Recommendation:

action date: 08/21/2017

Commission Approval Required

Approved by Civil Service Commission

08/21/2017 DHR Approved for 08/21/2017