



Mark Farrell
Mayor

Micki Callahan
Human Resources Director

Date: April 20, 2018

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director

From: Cynthia Avakian, AIR
Alexander Burns, DPW
John Tsutakawa, DSS
Elaine Walters, FIR
Rod Goree, MTA
Shamica Jackson/Bill Irwin, PUC
Taraneh Moayed, PUC
Sheila Arcelona, DAT
Jolie Gines, TIS
Jacquie Hale, DPH

Subject: **Personal Services Contracts Approval Request**

This report contains seventeen (17) 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 FY2017-2018	Total for FY2017-2018
\$122,071,160	\$837,083,071	\$3,490,907,420

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Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)

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POSTING FOR**May 07, 2018****PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2018-05-07

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
47195 - 17/18	AIRPORT COMMISSION	\$6,500,000.00	Contractor will provide civil engineering support services for airfield and facilities improvement projects at San Francisco International Airport ("SFO" or "Airport"), including but not limited to tasks in the planning, design development, and construction support phases. Anticipated tasks include pavement analysis and data management for runways and taxiways; storm drainage system studies; existing building, bridge, and site renovations; new building and site construction for primary and support facilities; and special studies, investigations, technical services and reports.	May 8, 2018	December 31, 2023	REGULAR
49329 - 17/18	AIRPORT COMMISSION	\$7,000,000.00	The San Francisco International Airport ("SFO" or the "Airport") is looking to contract services for wildlife natural resources planning. Work may include complex environmental analyses, assessments, compliance monitoring and reporting tasks requiring specialized environmental planning expertise and familiarity of federal, state, and local planning, especially those pertaining to airports. These tasks may include, but are not limited to: obtaining regulatory permits and approvals; assisting with consultations with agencies and public outreach; producing environmental studies; performing specialized resource investigations; and monitoring of construction sites and project mitigation sites in accordance with appropriate federal, state, and local environmental regulations.	July 1, 2018	June 30, 2025	REGULAR
45579 - 17/18	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$6,000,000.00	Consultants will perform highly specialized geotechnical engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; supplemental testing such as seismic borehole logging, seismic refraction profiling, and corrosion testing and evaluation; preparing reports for new and existing building/bridge foundations; recommendations for designing foundation systems, excavation support and underpinning systems, retaining wall systems, embankments, and ground improvements such as grouting, deep soil mixing and dewatering; and other geotechnical/geological consultation related work. The maximum term will be 5 years each. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.	April 1, 2018	December 31, 2024	REGULAR
47466 - 17/18	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$6,000,000.00	Consultants will perform highly specialized structural engineering tasks that include non-linear analysis, condition assessment reports, field investigations, peer reviews, value engineering, and consultation for various types of structures within Seismic Zone 4. The maximum term will be 5 years each. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.	April 1, 2018	December 31, 2024	REGULAR
41654 - 17/18	HUMAN SERVICES	\$132,000.00	Contractor will customize a software tool to assist Family and Children's Services (FCS), a division of Human Services Agency (SF-HSA), in recruiting and approving resource families to serve as foster parents for children and youths. This tool will be used by prospective foster	July 1, 2018	June 30, 2020	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>parents, FCS staff, and key partners providing training and other services for resource families.</p> <p>The development of the web-based software tool will include system maintenance and support of the content pages and an interactive portal that allows encrypted file transfer for review and approval of prospective foster parent applicants. The tool will be supported by computer, tablet, or mobile device and be fully translated in Spanish language version. Contractor will conduct website maintenance, software upgrades, renew domain name and SSL certificates, update online content, and provide training to users. The portal page requires data/file uploads, digital signature capability, tracks application progress, able to create unlimited login accounts and support multiple users' access at the same time, email capabilities, and generate reports. Developer will work closely with FCS in system design, framework, and upgrades.</p>			
41782 - 17/18	HUMAN SERVICES	\$35,000,000.00	Oversight and maintenance of the CalWIN computer system for the administration of public benefit programs along with the integrated processing and mailing expenses related to CalWIN client correspondences.	July 1, 2018	June 30, 2023	REGULAR
43367 - 17/18	HUMAN SERVICES	\$26,000,000.00	Services are for the design, access, and support of information technology system solutions for the Human Services Agency. Information technology system solutions are defined as technology based systems that assist the HSA staff and clients by providing Database Applications; Client Management Software; Management Information Systems; Client Assessment Systems; Program Evaluation Systems; Program Assessment Systems ; IT System Consulting; Cloud Services;Transportation Management/Scheduling Software; Website Creation & Content Development Applications; and other ancillary services including training, technical support, installations, and upgrades of HSA's information technology system solutions.	July 1, 2018	June 30, 2023	REGULAR
40521 - 17/18	FIRE DEPARTMENT	\$300,000.00	The San Francisco Fire Department (SFFD) has 42 emergency generators located at 42 Fire Stations/locations. Repair, maintenance, and testing of the San Francisco Fire Department Emergency Generators is an integral part of maintaining optimal operational readiness in the event of an emergency. When these generators are inoperable due to mechanical issues or needing repairs or basic maintenance, our mission is compromised.	June 1, 2018	June 1, 2020	REGULAR
47422 - 17/18	MUNICIPAL TRANSPORTATION AGENCY	\$2,000,000.00	To provide an off-site facility to collect pre-employment, post-accident, return-to-duty, and reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors. Also, to provide a mobile on-site facility to collect random, follow-up, reasonable suspicion and post-accident breath and urine samples in compliance with DOT/FTA Drug and Alcohol Testing Regulations.	May 1, 2018	April 30, 2023	REGULAR
43527 - 17/18	PUBLIC UTILITIES COMMISSION	\$1,200,000.00	The work under this agreement includes identifying underutilized and other SFPUC properties that are candidates for revenue enhancement; assessing land economics; assessing project and entitlement feasibility; making entitlement applications; building and sustaining local government and community relationships to generate project support; securing necessary local government entitlement approvals outside of San Francisco; analyzing and resolving complex title issues and boundary issues; performing appraisals and providing pre-acquisition and pre-disposition services.	September 1, 2018	August 30, 2023	REGULAR
45583 - 17/18	PUBLIC UTILITIES COMMISSION	\$12,000,000.00	The consultant will perform detailed analyses of facility energy use patterns and provide specialized energy-efficiency retrofit	January 1, 2019	December 30, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>recommendations and cost-benefit analysis for Heating, Ventilation, and Air Conditioning (HVAC), controls, and lighting retrofits. Consultant will support retrofit implementation with specialized design, performance specifications, and construction support services, along with project commissioning, benchmarking, building retro-commissioning, LEED Certification, energy system training, and measurement and verification services. Consultant also will provide city design teams with "better than code" design recommendations to incorporate energy efficiency into new construction and major renovations of municipal buildings, water/wastewater facilities and other City facilities. The consultant also will provide technical support for developing and managing new energy efficiency programs, along with financial analysis, environmental services, and guidance of new and emerging energy technologies.</p>			
48916 - 17/18	PUBLIC UTILITIES COMMISSION	\$289,160.00	<p>The San Francisco Public Utilities Commission ("SFPUC") is headquartered at 525 Golden Gate Avenue in San Francisco, California. The building's Lutron Quantum Lighting Control and Energy Management System ("Lutron Lighting System") installed by Webcor on or about 2012 at a cost of approximately \$3,325,000, is manufactured by Lutron Electric Inc. ("Lutron Electric").</p> <p>The Lutron Lighting System is a highly technical and proprietary system that provides total light management by bringing together the most complete line of lighting controls, digital ballasts, LED drivers, and sensors together under one software umbrella. Since its installation in 2012, SFPUC has not been able to secure a contract by which to maintain its Lutron Lighting System. At this time, we have negotiated a five year contract with Maltby Electric Supply Co. Inc. ("Maltby"), the only entity authorized by the system's manufacturer, to provide the system maintenance services required for the system to continue operating properly. The services will consist of: Software Upgrade Services, Annual System Support Service and As-Needed Technical Support. Please see attached documents for details regarding scope of each type of service.</p> <p>This purchase has been authorized by the Office of Contract Administration under Section 21.30 of the San Francisco Administrative Code.</p>	June 1, 2018	May 31, 2023	REGULAR
40072 - 17/18	MUNICIPAL TRANSPORTATION AGENCY	\$7,000,000.00	<p>The San Francisco Municipal Transportation Agency (SFMTA) is seeking a contractor who will provide as-needed consulting services to provide technical assistance concerning the transit operation Conduent software system's function, maintenance, testing and system performance, reliability and safety certification.</p> <p>When the SFMTA launched the transit operation dispatch system in November 2016, Conduent, Inc.'s computer aid dispatch system software, services, and hardware were introduced as a compatible solution for transit operation dispatch and automatic vehicle location solution. Conduent hardware was deployed throughout on SFMTA revenue vehicles, as well as at the fixed end servers, while Conduent software was installed and implemented to ensure systems' compatibility. This deployment to the entire revenue fleet is to be completed by the end of June 30, 2018.</p> <p>The transit operation dispatch system encompasses Conduent software and hardware products already used by SFMTA systems. Conduent products already deployed need updates and especially the development of new features and functionalities to ensure compatibility with migrations and integrations with upcoming new systems currently being implemented for Intellex and Central Subway Projects.</p>	June 1, 2018	May 31, 2027	REGULAR

TOTAL AMOUNT \$109,421,160



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

2018-05-07

APPLY

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

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

TOTAL AMOUNT \$12,650,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: As-Needed Civil Engineering Support Services

Funding Source: Airport Operating Funds

PSC Amount: \$6,500,000

PSC Est. Start Date: 05/08/2018

PSC Est. End Date 12/31/2023

1. Description of Work

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

Contractor will provide civil engineering support services for airfield and facilities improvement projects at San Francisco International Airport ("SFO" or "Airport"), including but not limited to tasks in the planning, design development, and construction support phases. Anticipated tasks include pavement analysis and data management for runways and taxiways; storm drainage system studies; existing building, bridge, and site renovations; new building and site construction for primary and support facilities; and special studies, investigations, technical services and reports.

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

Along with the aging infrastructure, the Airport continues to experience strong passenger growth, both of which require the Airport to upgrade its facilities and infrastructure to improve safety for Airport personnel and the travelling public, operational efficiency, and meet forecast demand. A consultant with airport expertise is needed to support design staff to ensure proper and timely development and implementation of tasks. Denial may potentially cause project delays and impair safety, which will affect customer service, and result in lost revenues.

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 previously approved and provided through a contract, most recently under PSC No. 44655 – 13/14.

D. Will the contract(s) be renewed?

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

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

Duration is requested in order to fulfill contract period.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

The Airport's Civil Engineering Section does not have the expertise in analyzing pavement conditions, geotechnical engineering skills, and expertise in hydrology for evaluating storm drainage systems. In an event of an emergency, SFO wants to ensure that resources with expertise staff lacks are immediately available.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Civil engineering firms with specialized experience in airfield design and development; underground utility locating; geotechnical engineering, airfield pavement condition analysis and data management; drainage system evaluation, and structural engineering.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5241, Engineer; 5362, Engineering Assistant; 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?

The Airport sent a Notice of Intent to City departments on 11/08/2017 to inquire if other City departments would be interested in providing these services. Department of Public Works (DPW) expressed their interest in providing geotechnical services; therefore, we will contact DPW first when we need geotechnical support.

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

A. Explain why civil service classes are not applicable.

The existing classifications do not have the required expertise and specialized skills related to the field of airport pavement failure analysis, condition assessment, and design evaluation; conduct pavement surveys in accordance with ASTM D5340-12 Standard Test Method for Airport Pavement Condition Index Surveys; utilization of the Airport Pavement Management Program (PMP) as required per FAA AC 150/5380-7B to store, maintain, and report on information such as pavement inventory, history of work performed, and Pavement Condition Index; and underground utility locating. Contracted work will be supervised by City project managers with the appropriate expertise in managing Airport asset development and construction, including airfield work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, these as-needed projects do not justify permanent specialized staffing.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. The contractor will provide City staff the following trainings: Training 1 – Pavement design utilizing a software program for locations such as roadways and parking lots. Anticipated hours of training are eight (8) hours for 5201, 5203, 5207, and 5421. Training 2 – Visual inspection and condition analysis of pavement core samples from geotechnical investigations for non-structural foundation tasks. Anticipated hours of training per task are an hour for 5201, 5203, 5207, and 5421.

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

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

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

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

7. **Union Notification:** On 03/09/2018, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47195 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Cynthia Avakian (AIR); tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Parada, Lucina (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47195 - 17/18
Date: Friday, March 09, 2018 6:47:17 PM

RECEIPT for Union Notification for PSC 47195 - 17/18 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 47195 - 17/18 for \$6,500,000 for Initial Request services for the period 05/08/2018 – 12/31/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10769> 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)

ASTM D5340 - 12 

Standard Test Method for Airport Pavement Condition Index Surveys

Active Standard ASTM D5340 | Developed by Subcommittee: [E17.42](#)

Book of Standards Volume: [04.03](#)

	Format	Pages	Price	
	PDF	55	\$74.00	 ADD TO CART
	Hardcopy (shipping and handling)	55	\$74.00	 ADD TO CART
	Standard + Redline PDF Bundle 	110	\$88.80	 ADD TO CART

[Historical Version\(s\)](#) - view previous versions of standard

[ASTM License Agreement](#)

[Shipping & Handling](#)

[MORE E17.42 STANDARDS](#)

[RELATED PRODUCTS](#)

[STANDARD REFERENCES](#)

[REPRINTS AND PERMISSIONS](#) 

Significance and Use

4.1 The PCI is a numerical indicator that rates the surface condition of the pavement. The PCI provides a measure of the present condition of the pavement based on the distress observed on the surface of the pavement which also indicates the structural integrity and surface operational condition (localized roughness and safety). The PCI cannot measure the structural capacity, neither does it provide direct measurement of skid resistance ~~or~~ roughness. It provides an objective and rational basis for determining maintenance and repair needs and priorities. Continuous monitoring of the

PCI is used to establish the rate of pavement deterioration, which permits early identification of major rehabilitation needs. The PCI provides feedback on pavement performance for validation or improvement of current pavement design and maintenance procedures.

1. Scope

- 1.1 This test method covers the determination of airport pavement condition through visual surveys of asphalt-surfaced pavements, including porous friction courses, and plain or reinforced jointed portland cement concrete pavements, using the Pavement Condition Index (PCI) method of quantifying pavement condition.
- 1.2 The PCI for airport pavements was developed by the US Army Corps of Engineers through the funding provided by the U.S. Air Force **(1, 2, 3)**.² It is further verified and adopted by FAA **(4)**, and the U.S. Naval Facilities Engineering Command **(5)**.
- 1.3 The values stated in inch-pound units are to be regarded as standard. The values given in parentheses are mathematical conversions to SI units that are provided for information only and are not considered standard.
- 1.4 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use. Specific precautionary statements are given in Section 6.*

Keywords

ICS Code

ICS Number Code 93.120 (Construction of airports)

Referencing This Standard

Link Here

<http://www.astm.org/cgi-bin/resolv>

Link to Active (This link will always route to the current Active version of the standard.)

<http://www.astm.org/cgi-bin/resolv>

DOI: 10.1520/D5340-12

Citation Format

ASTM D5340-12, Standard Test Method for Airport Pavement Condition Index Surveys, ASTM International, West Conshohocken, PA, 2012, www.astm.org



Federal Aviation Administration

150/5380-7B - Draft AC 150/5380-7B, Airport Pavement Management Program Document Information

« [Back to Advisory Circulars Main Page \(www.faa.gov/regulations_policies/advisory_circulars/index.cfm\)](http://www.faa.gov/regulations_policies/advisory_circulars/index.cfm)

150/5380-7B - Draft AC 150/5380-7B, Airport Pavement Management Program

Date Issued

May 23, 2014

Responsible Office

AAS-100, Office of Airport Safety & Standards - Airport Engineering Division

(http://www.faa.gov/about/office_org/headquarters_offices/arp/offices/aas/aas100/)

Description

This AC discusses the Airport Pavement Management Program (PMP) concept, its essential components, and how it is used to make cost-effective decisions about pavement maintenance and rehabilitation (M&R).

- 150/5380-7B (http://www.faa.gov/documentLibrary/media/Advisory_Circular/draft_150_5380_7B.pdf) (PDF, 438 KB)
- Industry Letter for Draft AC 150/5380-7B
(http://www.faa.gov/documentLibrary/media/Advisory_Circular/draft_150_5380_7B_letter.pdf) (PDF, 130 KB)
- Comments Matrix for Draft AC 150/5380-7B
(http://www.faa.gov/documentLibrary/media/Advisory_Circular/draft_150_5380_7B_comments_matrix.xlsx)
(MS Excel, 36 KB)
- Asphalt Surfaced Airfields Distress Manual
(http://www.faa.gov/documentLibrary/media/Advisory_Circular/Asphalt-Surfaced-Airfields-Distress-Manual.pdf) (PDF, 1.9 MB)
- Concrete Surfaced Airfields Distress Manual
(http://www.faa.gov/documentLibrary/media/Advisory_Circular/Concrete-Surfaced-Airfields-Distress-Manual.pdf) (PDF, 1.6 MB)



U.S. Department
of Transportation
Federal Aviation
Administration

Advisory Circular

Subject: Airport Pavement Management
Program (PMP)

Date: DRAFT
Initiated by: AAS-100

AC No: 150/5380-7B
Change:

1 **1. What is the purpose of this advisory circular (AC)?**

2 This advisory circular (AC) discusses the Airport Pavement Management Program (PMP)
3 concept, its essential components, and how it is used to make cost-effective decisions about
4 pavement maintenance and rehabilitation (M&R). The terms “pavement management program
5 (PMP),” “pavement maintenance-management program (PMMP),” and “pavement management
6 system (PMS)” are interchangeable.

7 A PMP is a set of defined procedures for collecting, analyzing, maintaining, and reporting
8 pavement data. A PMP assists airports in finding optimum strategies for maintaining pavements
9 in a safe serviceable condition over a given period for the least cost. A PMP should take into
10 account not only inspection procedures and condition assessment, maintenance protocols and
11 procedures, management and oversight of completed works, but also staff competence needs.

12 **2. Does this AC cancel any prior ACs?**

13 This AC cancels AC 150/5380-7A, Airport Pavement Management Program, dated September 1,
14 2006.

15 **3. To whom does this AC apply?**

16 **a.** This AC is intended for airport owners, state aviation organizations, engineers, and
17 maintenance personnel responsible for implementing a PMP. Obligated airports must perform a
18 detailed inspection of airfield pavements at least once a year for the PMP. If a pavement
19 condition index (PCI) survey is performed, as set forth in ASTM D5340, Standard Test Method
20 for Airport Pavement Condition Index Surveys, the frequency of the detailed inspections by PCI
21 surveys may be extended to three years. The PMP inspections are in addition to routine
22 maintenance inspections for operations.

23 **b.** The Federal Aviation Administration (FAA) recommends the guidance in this AC. Use
24 of this AC is mandatory for all projects funded with federal grant monies through the Airport
25 Improvement Program (AIP) and/or with revenue from the Passenger Facility Charges (PFC)
26 Program. See Grant Assurance No. 34, Policies, Standards, and Specifications, and PFC
27 Assurance No. 9, Standards and Specifications.

28 AIP Grant Assurance No. 11, Pavement Preventive Maintenance, requires an airport sponsor to
29 assure or certify that it has implemented an effective airport pavement maintenance management
30 program and it assures that it will use such program for the useful life of any pavement
31 constructed, reconstructed or repaired with Federal financial assistance at the airport with respect
32 to projects approved after January 1, 1995. The basic requirements for the PMP are defined in
33 this AC. FAA Order 5100.38, Airport Improvement Program Handbook, provides guidance and
34 sets forth policies and procedures for the administration of the AIP including eligibility and
35 justification requirements.

36 **4. What are the principal changes in this AC?**

- 37 **a.** Included airfield inspection frequency requirement in paragraph 3.a, above, and
38 Appendix A.
- 39 **b.** Added information on requirements to implement a PMP in paragraph 3.b, i.e., AIP Grant
40 Assurance 11.
- 41 **c.** Added discussion on pavement preservation concept and new Figure 2 to paragraph 2.0.
- 42 **d.** Added new Appendix A, Pavement Management Program (PMP), which addresses
43 minimum PMP requirements. This information was previously included in AC 150/5380-6,
44 Guidelines and Procedures for Maintenance of Airport Pavements.
- 45 **e.** Added new Appendix B, Pavement Condition Index (PCI) Method.
- 46 **f.** Added new Appendix C, Paver™ Distress Identification Manuals, with link to manuals.
- 47 **g.** Updated Appendix D, Related Reading Material.

48 **5. Where can I send comments or suggestions to the AC?** Send comments or suggestions for
49 improving this AC to—

50 Manager, Airport Engineering Division
51 Federal Aviation Administration
52 ATTN: AAS-100
53 800 Independence Avenue SW
54 Washington DC 20591

55 **6. Where can I get copies of this AC?**

56 All Office of Airport Safety and Standards ACs are available online at:
57 http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/.

58 **Michael J. O'Donnell**
59 Director of Airport Safety and Standards

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80 **1.0 Background.**

81 Historically, some airport owners have made decisions about pavement maintenance and
82 rehabilitation (M&R) based on immediate need or experience rather than long-term planning or
83 documented data on effective M&R methods. This approach did not allow the airport owner to
84 evaluate the cost effectiveness of alternative M&R strategies, and it led to the inefficient use of
85 available M&R funds.

86 Every airport owner must decide the most cost effective way to allocate available funds. This
87 has typically been done based on either experience or the existing condition of the pavement.
88 Using the experience approach, the airport staff applies M&R procedures which their experience
89 indicates is the best solution for the problem. This approach typically results in the repeated
90 application of a few select alternatives which may not lead to a preferred rehabilitation strategy,
91 considering pavement performance and life-cycle cost. Using the existing condition approach,
92 the pavement network is evaluated by its condition indicators. M&R alternatives, based on these
93 indicators, are chosen based solely on the condition of the pavement, which may not be the most
94 efficient alternative, and does not take into account life-cycle cost comparisons between M&R
95 alternatives.

96 Because these approaches have worked reasonably well in the past, some airports have adopted
97 them as standard procedures. Due to limited funds for M&R and new technologies offering
98 additional options, these approaches fail to answer some basic questions. For example, if you are
99 planning a pavement rehabilitation project such as an overlay, how do you make the best
100 decision if funds are only available to do a full 4-inch overlay over half the pavement in need of
101 M&R in a given funding year? Will there be sufficient funding in the next funding cycle to
102 complete the full 4-inch overlay on the remaining pavements? Should you do a 2-inch overlay
103 over all the pavement this year? What is the effect on the pavement since these decisions impact
104 future pavement conditions? What course(s) of action do you take and what are the
105 consequences?

106 The selection of the best course of action can be determined based on the predicted effects of
107 each action. For example, by placing a thin overlay on all pavements, there will be an immediate
108 improvement to all the pavements. However, due to rapid deterioration of the overlays, there
109 will probably be a need for further rehabilitation in a short period of time. If, in addition to other
110 pavements needing work, some of the overlaid pavements need rehabilitation action again next
111 year, the overall condition of the pavement network will eventually deteriorate. Alternatively, if
112 a few selected pavements receive the full thickness overlay, they will not need rehabilitation for
113 many years. During subsequent years, remaining pavements can then receive full thickness
114 overlays, so the number of pavements needing rehabilitation will ultimately decrease. With this
115 strategy, however, overall pavement condition will be worse in the short term because pavements
116 that were not overlaid will continue to deteriorate until they are rehabilitated.

117 To determine which of these actions is preferable, you must be able to predict the future
118 consequences of the various scenarios. This requires an understanding of the life span of the
119 M&R method selected, i.e., in our example, a thick (e.g., 4-inch) versus thin (2-inch) overlay.
120 Airports must also have a good understanding of the rate of pavement deterioration, with and

121 without maintenance, and the causes of current pavement deterioration such as environmental or
122 pavement loading conditions. Predicting consequences of M&R scenarios requires experience
123 and the application of best practices and engineering judgment in the decision-making process.

124 The implementation of a pavement management program (PMP) improves the decision-making
125 process, expands its scope, allows for feedback based on choices made, and ensures that
126 consistent decisions are made throughout an organization. If the consequences are predicted
127 using a predetermined methodology, such as a PMP, it becomes possible to analyze previous
128 predictions and improve on the prediction procedure over a period of time—regardless of
129 management or staff turnover.

130 **2.0 Airport Pavement Management Program (PMP).**

131 A PMP provides a consistent, objective, and systematic procedure for establishing facility
132 policies, setting priorities and schedules, allocating resources, and budgeting for pavement
133 maintenance and rehabilitation. It can also quantify information and provide specific
134 recommendations for actions required to maintain a pavement network at an acceptable level of
135 service while minimizing the cost of maintenance and rehabilitation. A PMP not only evaluates
136 the present condition of a pavement, but also predicts its future condition through the use of a
137 pavement condition indicator. By projecting the rate of deterioration, a life-cycle cost analysis
138 can be made for various alternatives to determine the optimal time to apply the best M&R
139 alternative and avoid higher M&R costs in the future.

140 Figure 1 illustrates how pavement typically deteriorates and the relative cost of rehabilitation at
141 various times throughout its life. A pavement generally performs well for the majority of its life,
142 after which it reaches a “critical condition” and begins to deteriorate rapidly. Maintaining and
143 preserving a pavement in good condition versus rehabilitating a pavement in fair to poor
144 condition is four to five times less expensive and increases pavement useful life. The number of
145 years a pavement stays in “good” condition before reaching the point of rapid deterioration
146 depends on several factors, including construction type and quality, pavement use, climate, and
147 maintenance.

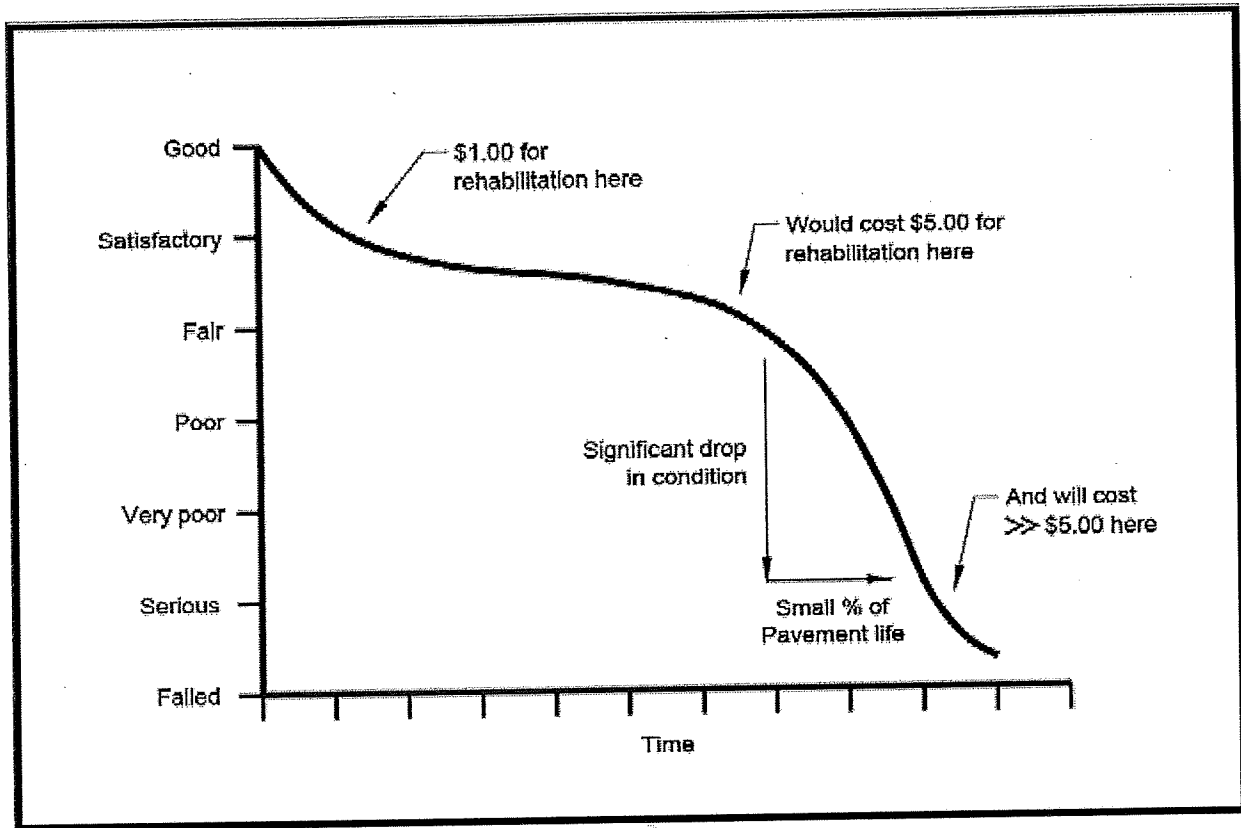


Figure 1. Typical Pavement Condition Life Cycle.

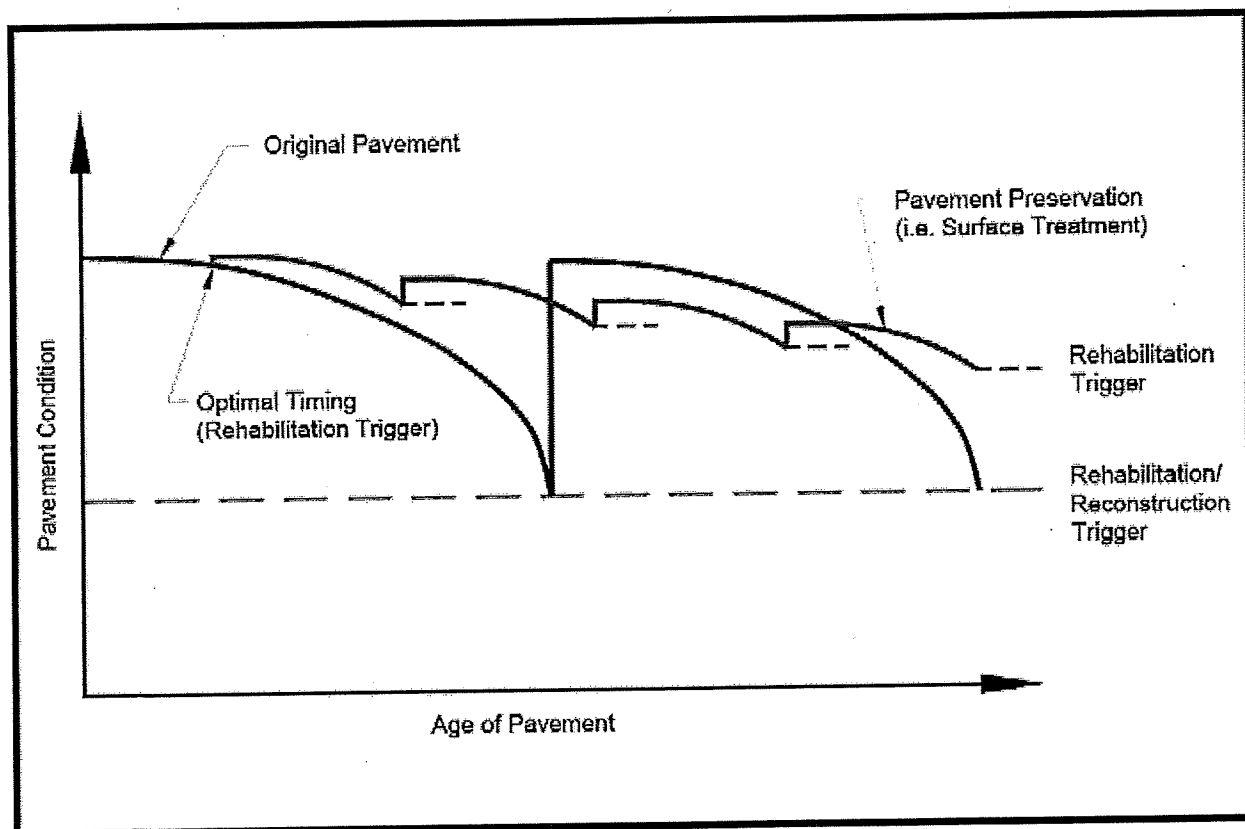
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150 Figure 1 also shows that the ideal time for major rehabilitation is just as a pavement’s rate of
 151 deterioration begins to increase. Maintenance and rehabilitation solutions would be easy to plan
 152 if pavements exhibited clear signs they had reached this point, but unfortunately, they do not.
 153 The shape of the deterioration curve, and the optimal maintenance and repair points, vary
 154 considerably within a pavement network. A pavement experiencing a sudden increase in
 155 operations or aircraft loading will have a tendency to deteriorate more rapidly than a pavement
 156 deteriorating solely from environmental causes. A pavement deteriorating from environmental
 157 damage may have a number of cracks that need filling, but still remain structurally sound.
 158 Conversely, this same pavement may be in the early stages of load damage deterioration, which
 159 can only be detected with testing. Because it is difficult to determine when a pavement has
 160 reached the critical condition, a PMP can help identify the optimal rehabilitation point and help
 161 decision-makers target available resources where they will be most effective. The PMP can do
 162 this by making use of data from a pavement condition rating system that will predict future
 163 conditions and indicate whether the distress is load or environmentally related.

164 Information on pavement deterioration, by itself, is not sufficient to answer questions involved in
 165 selecting cost-effective M&R strategies. For example, should a pavement be sealed, recycled, or
 166 resurfaced? This type of decision requires information on the cost of various M&R procedures
 167 and their effectiveness. Effectiveness in this case means the proposed solution targets the
 168 pavement deficiency, improves the pavement condition, recovers the M&R costs, and extends
 169 the useful life of the pavement.

170 A PMP will enable a user to store pavement condition and maintenance information in a
 171 database and use the program's resources to determine the most cost-effective solution for
 172 pavement maintenance issues.

173 Figure 2 illustrates the pavement preservation concept, which begins with the application of
 174 M&R techniques early in a pavement's life. An effective pavement preservation program
 175 addresses pavements while they are still in good condition and before any serious damage
 176 occurs. By applying a cost-effective treatment at the right time, the pavement condition is
 177 improved. The cumulative effect of systematic, successive preservation treatments is to
 178 minimize or eliminate costly repairs and postpone costly rehabilitation and reconstruction.
 179 During the life of a pavement, the cumulative cost of the series of pavement preservation
 180 treatments is substantially less than the cost of the more extensive, higher cost of reconstruction
 181 and generally more economical than the cost of major rehabilitation. Additionally, performing a
 182 series of successive pavement preservation treatments during the life of a pavement is less
 183 disruptive to users than the long closures normally associated with reconstruction projects.



184

185

Figure 2. Pavement Preservation Concept.

186 When implementing a PMP, note the distinction between rehabilitation and routine maintenance
 187 activities. Routine maintenance is required to preserve the pavement to achieve the design life of
 188 the pavement. Routine maintenance consists of work that is planned and performed by airport
 189 maintenance on a routine basis to maintain and preserve the condition of the airport pavements.
 190 This includes items such as yearly crack sealing and daily inspections of the airport pavement
 191 system.

192 **2.1 Benefits of a PMP.**

193 A PMP can provide several benefits, including—

- 194 • Increased pavement useful life.
- 195 • An objective and consistent evaluation of the condition of a network of pavements.
- 196 • A systematic and documentable engineering basis for determining M&R needs.
- 197 • Identifying budget requirements necessary to maintain pavement functionality.
- 198 • Documentation on the present and future condition of the pavements.
- 199 • Life Cycle Cost Analysis for various M&R alternatives.
- 200 • Identifying the impact on the pavement if no major repairs are performed.

201 **2.2 Components of a PMP.**

202 To take full advantage of a PMP, pavement condition information must be collected and
 203 periodically updated. Alternative rehabilitation strategies must be identified along with decision
 204 criteria and a maintenance policy that will determine which rehabilitation procedures are
 205 employed. Further, the PMP must contain models for prediction of performance, cost of
 206 alternate strategies, and optimization procedures that consider the entire pavement life cycle.

207 A system for accomplishing these objectives includes—

- 208 • A systematic means for collecting and storing information regarding existing pavement
 209 structure and pavement condition.
- 210 • An objective and repeatable system for evaluating pavement condition.
- 211 • Procedures for predicting future pavement condition.
- 212 • Procedures for modeling both past and future pavement performance conditions.
- 213 • Determine the M&R budget required to keep a pavement at a specified pavement
 214 condition index (PCI) level or the M&R budget required to improve to a target PCI level.
- 215 • Procedures for determining budget requirements to meet management objectives, such as
 216 maintaining a minimum pavement condition.
- 217 • Procedures for formulating and prioritizing M&R projects.

218 The components of a PMP include—

219 **2.2.1 Database.** There are several elements critical to making good pavement M&R
 220 decisions: pavement inventory; pavement structure; M&R history, including costs; information
 221 on the condition of a pavement; and traffic data. This data can be stored in a PMP database.

222 **2.2.1.1 Pavement Inventory.** Location of all runways, taxiways, and aprons; dimensions;
 223 type of pavement; year of construction and/or most recent major rehabilitation; and whether
 224 Federal financial assistance was used to construct, reconstruct, or repair the pavement.

225 **2.2.1.2 Pavement structure.** Knowing when the pavement was originally built, the
 226 structural composition (material and thickness), and subsequent overlays, rehabilitation, etc., is
 227 key to analyzing problems and designing solutions. “As built” records should provide this
 228 information. If they are not available or if records are suspect, it may be necessary to perform

229 nondestructive and/or destructive testing to determine the existing pavement's thickness and
230 composition of the structural layers. Additional information regarding the pavements structural
231 load bearing capacity, e.g., pavement classification number (PCN) may be beneficial. Additional
232 information on PCN is available in AC 150/5335-5, Standardized Method of Reporting Airport
233 Pavement Strength – PCN.

234 2.2.1.3 **M&R history.** A history of M&R performed and its associated costs will provide
235 valuable information on the effectiveness of various M&R procedures on pavements.

236 2.2.1.4 **Pavement condition data.** A fundamental component of any PMP is the ability to
237 track pavement condition. This requires an evaluation process that is objective, systematic, and
238 repeatable. A pavement condition rating system, such as the PCI rating system described in
239 ASTM D5340, Standard Test Method for Airport Pavement Condition Index Surveys (see
240 Appendix B for an overview of PCI), provides a rating of the surface condition of a pavement
241 with implications of structural performance. Regular collection of pavement condition data is
242 essential for tracking pavement performance, modeling pavement performance, and determining
243 when to schedule M&R. Changes in pavement conditions, as documented in routine pavement
244 inspections, may require a need for a more detailed PCI survey.

245 2.2.1.5 **Traffic data.** Data about the number of operations and type of aircraft using the
246 pavement is beneficial when analyzing probable causes of deterioration and when evaluating
247 alternate M&R procedures.

248 2.2.2 **System capabilities.**

249 2.2.2.1 **Predicting future pavement condition.** A PMP must be capable of predicting future
250 pavement condition. Condition predictions are necessary in developing optimum, multi-year
251 M&R plans.

252 2.2.2.2 **Determining optimum M&R plans for a given budget.** A PMP should be capable
253 of producing an optimum M&R plan that identifies where and when M&R is required and
254 approximately how much it will cost. This data will assist in setting priorities that fit
255 predetermined M&R budgets.

256 2.2.2.3 **Determining budget requirements to meet management objectives.** A PMP
257 should be capable of determining the budget requirements to meet specified management
258 objectives. Typical management objectives include maintaining pavements above a specified
259 condition and eliminating major M&R requirements over a specified number of years.

260 2.2.2.4 **Facilitating the formulation and prioritization of M&R projects.** In addition to
261 developing optimum M&R plans at the network level, a PMP should facilitate the formulation
262 and prioritization of M&R projects. Engineering judgment, however, remains a key component
263 in transforming the optimum M&R plans into practical executable projects.

264 2.3 PMP Management levels.

265 Managing a pavement system effectively requires decision-making at two levels: network and
266 project. PMP software (paragraph 3.0) can be used to assist in making pavement management
267 decisions.

268 2.3.1 **Network-level management.** In network-level management, questions are answered
269 about short-term and long-term budget needs, the overall condition of the network (current and
270 future), and pavements to be considered at the project level. Decisions are made about the
271 management of an entire pavement network. For example, local consideration, might comprise
272 all the pavements on an airport and, for state consideration, all the pavements in the state airport
273 system.

274 2.3.1.1 **Using PMP software at the network level.** In addition to providing an automated
275 tool for storing information about specific pavements, PMP software includes the ability to
276 produce standard or customized user-defined reports. These reports can help the user make
277 decisions about inspection scheduling, pavements needing rehabilitation, budget forecasting,
278 routine maintenance projects, current pavement conditions, and future condition predictions.

279 2.3.1.2 **Condition prediction.** Condition prediction is used as the basis for developing
280 inspection schedules and identifying pavements requiring maintenance or rehabilitation. Once
281 pavements requiring future work have been identified, a budget for the current year and for
282 several years into the future can be developed. By using an agency's prioritization scheme,
283 maintenance policy, and M&R costs and then comparing the budget to the actual funds available
284 for the current year, the software produces a list of potential projects. This list becomes the link
285 into project-level management.

286 2.3.2 **Project-level management.** In project-level management, decisions are made about
287 the most cost-effective M&R alternative for the pavements identified in the network analysis. At
288 this level, each specified pavement should have a detailed condition survey. A project normally
289 consists of multiple pavement sections and may include different M&R actions for different
290 sections. Roughness and friction measurements may be useful for project development.
291 Nondestructive and/or destructive tests may be necessary to determine the pavement's load-
292 carrying capacity.

293 2.3.2.1 **Using PMP software at the project level.** PMP software can use a number of
294 engineering measurements to quantify a pavement's condition. Nondestructive test data, friction
295 measurements, roughness measurements, and drainage information may be entered into the PMP
296 database. This information is used to identify feasible alternatives that can correct existing
297 deficiencies. The various alternatives identified, including no action, are then compared on a
298 life-cycle cost basis. The results, combined with budget and management constraints, produce
299 the current year's maintenance and repair program.

300 2.3.2.2 **Roughness.** Roughness measurements can be helpful when there is evidence of
301 roughness, usually in the form of frequent pilot complaints. Roughness measurement is of
302 greater value when the pavement is in very good condition with little or no distress. It has less
303 value if reconstruction is imminent.

304 2.3.2.3 **Friction.** Friction measurements should be made on a periodic basis to measure
305 the skid-resistance of runway pavement due to the accumulation of contaminants, chiefly rubber,
306 on the pavement surface; and the mechanical wear and polishing action from aircraft tires rolling
307 or braking on the pavement. AC 150/5320-12, Measurement, Construction, and Maintenance of
308 Skid Resistant Airport Pavement Surfaces, provides recommendations for friction measurements.

309 2.4 Reports.

310 There are numerous reports that can be developed using the data from a PMP. PMP software can
311 assist in the decision-making process by allowing the user to run standard reports. Standard and
312 customized reporting functions vary among PMP software packages. PMP software should
313 allow the user to customize the reports to include only the pavements and/or conditions of
314 interest and to generate various budget/condition scenarios. Reports and their use typically
315 include the following:

316 2.4.1 **Inventory Report.** This report lists all pavements in a network and contains
317 information such as surface type, location, area, and pavement function, i.e., runway, taxiway,
318 apron.

319 2.4.2 **Inspection Scheduling Report.** This report allows the user to schedule inspections
320 based on minimum acceptable condition levels and rates of deterioration. The PMP should have
321 annual detailed inspections and include provisions for less comprehensive daily, weekly, and
322 monthly inspections.

323 2.4.3 **Pavement Condition Report.** This report provides the user with a tabulation of
324 pavement condition for the current and future years. The report provides the condition of
325 individual pavement sections and the overall network condition. The projected condition is used
326 to assist in planning future maintenance and repair needs and to inform management of present
327 and future conditions.

328 2.4.4 **Budget Planning Report.** This report allows the user to project the budgets required
329 to maintain the pavement network above a user-specified condition level. For each pavement
330 selected, the report predicts the year in which the minimum condition or PCI will be reached and
331 calculates the cost of repair.

332 2.4.5 **Network Maintenance Report.** This report uses the agency's maintenance strategy,
333 which is stored in the database, and applies it to the distresses identified in the latest PCI survey.
334 This report can be used to estimate both the type and cost of routine maintenance for the
335 development of an annual work plan.

336 2.4.6 **Economic Analysis Report.** This report can assist the user in selecting the most
337 cost-effective alternative for a pavement repair. For each feasible alternative, the user must input
338 initial costs, periodic maintenance costs, one-time future maintenance costs, interest rates, and
339 discount rates. The program performs a life-cycle cost analysis and provides the user with a
340 means of comparing the effectiveness of the various repair alternatives. The program allows the
341 user to vary interest rates, repair costs, and timing so their effect on alternatives can be analyzed.

342 2.4.7 **Other Reports.** Based upon local needs and conditions, other customized reports
343 may be beneficial.

344 **3.0 PMP Software.**

345 When developing a PMP, airports can use any of several existing software options. PMP
346 software allows for storage of pavement condition history, nondestructive testing data, and
347 construction and maintenance history, including cost data. It provides many capabilities,
348 including evaluation of current conditions, prediction of future conditions, identification of M&R
349 needs, inspection scheduling, economic analysis, and budget planning. PMP software can be
350 tailored to each airport based on past performance of the alternatives.

351 **3.1 MicroPAVER™.**

352 MicroPAVER™ is a PMP application developed by the U.S. Army Construction Engineering
353 Research Laboratory sponsored by the FAA. MicroPAVER™ development and updating is
354 supported by the FAA, Federal Highway Administration, U.S. Army, U.S. Air Force, and U.S.
355 Navy to meet current user needs. MicroPAVER™ provides pavement management capabilities
356 to (1) develop and organize the pavement inventory; (2) assess the current condition of
357 pavements; (3) develop models to predict future conditions; (4) report on past and future
358 pavement performance; (5) develop scenarios for M&R based on budget or condition
359 requirements; (6) performs life cycle cost analysis; and (7) plan projects. Additional information
360 on the PMP software is available at the following website:
361 <http://www.paverteam.com/Project%20Management/Paverteam/Index.htm>.

362 **3.2 FAA PAVEAIR.**

363 FAA PAVEAIR is a web-based airport PMP using the concept originally developed in
364 MicroPAVER™ that provides users with historic and current information about airport
365 pavement construction, maintenance and management. The program offers users a planning tool
366 capable of modeling airport pavement surface degradation due to external effects such as traffic
367 and the environment. The program can be used with other FAA pavement applications to give
368 users input to determine repair scheduling and strategies. FAA PAVEAIR is accessible at the
369 following website: <https://faapaveair.faa.gov>.

370 **3.3 Other PMP Software.**

371 Various firms have developed similar software using the concept originally developed in
372 MicroPAVER™ that provides pavement evaluation and management services. Any software
373 that meets the minimum requirements for a PMP as described in Appendix A is acceptable.

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Appendix A. Pavement Management Program (PMP).

377 **A-1.0** An effective PMP specifies the procedures to be followed to assure that proper
378 preventative and remedial pavement maintenance is performed. The program must identify
379 funding or anticipated funding and other resources available to provide remedial and preventive
380 maintenance activities. An airport owner may use any format deemed appropriate, but the
381 program must, as a minimum, include the following:

382 **A-1.1. Pavement inventory.** The following must be depicted:

- 383 • Location of all runways, taxiways, and aprons
- 384 • Dimensions
- 385 • Type of pavement
- 386 • Year of construction and/or most recent major rehabilitation
- 387 • Whether Federal financial assistance was used to construct, reconstruct, or repair
- 388 the pavement.

389 **A-1.2. PMP Pavement Inspection Schedule.** Airports must perform a detailed inspection of
390 airfield pavements at least once a year for the PMP. If a pavement condition index
391 (PCI) survey is performed, as set forth in ASTM D5340, Standard Test Method for
392 Airport Pavement Condition Index Surveys, the frequency of the detailed inspection
393 by PCI surveys may be extended to three years.

394 **A-1.3. Record keeping.** The airport must record and keep on file complete information
395 about all detailed inspections and maintenance performed until the pavement system
396 is replaced. The types of distress, their locations, and remedial action, scheduled or
397 performed, must be documented. The minimum information recorded must include:

- 398 • Inspection date
- 399 • Location
- 400 • Distress types
- 401 • Maintenance scheduled or performed

402 **A-1.4. Information retrieval.** An airport owner may use any form of record keeping it
403 deems appropriate if the information and records produced by the pavement survey
404 can be retrieved, as necessary.

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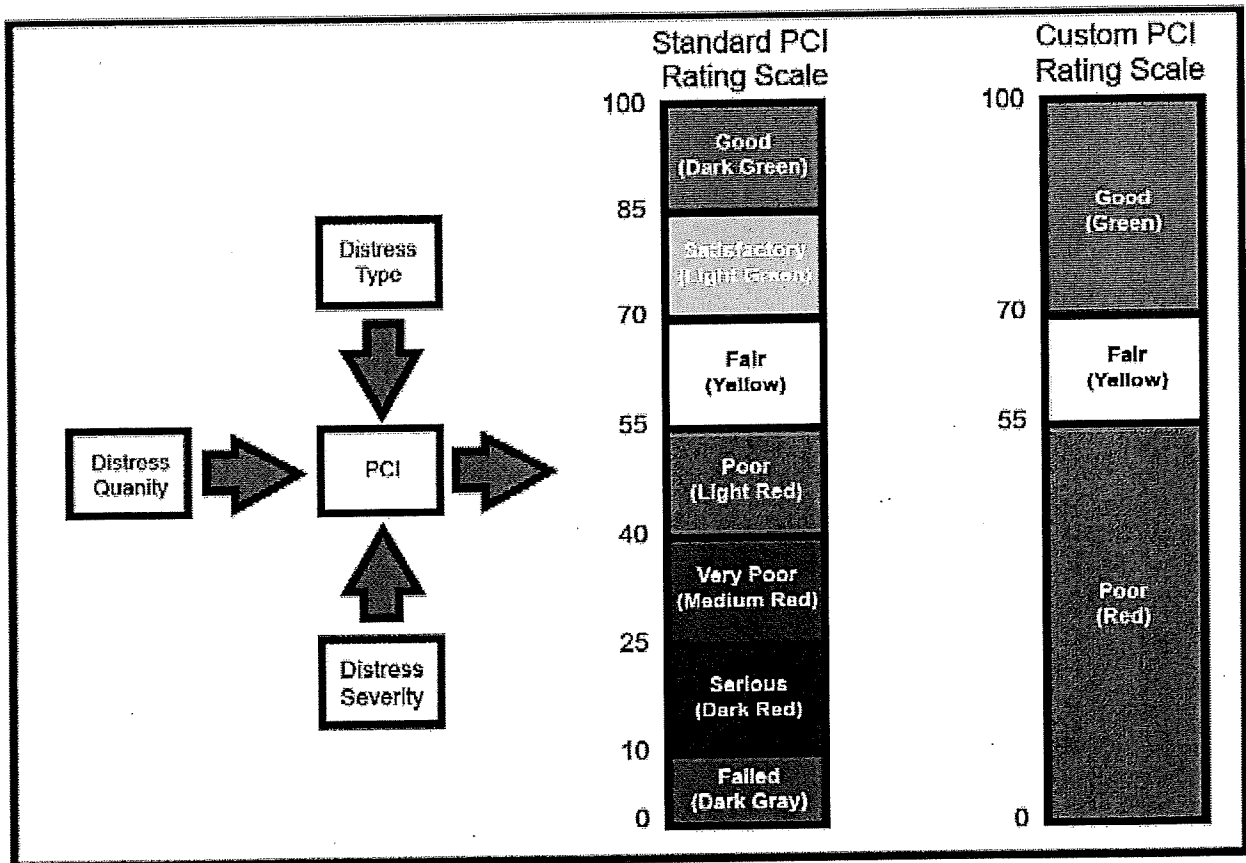
Appendix B. Pavement Condition Index (PCI) Method.

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B-1.0 Most PMP software use the PCI method. ASTM has adopted the PCI as a pavement condition rating standard for airfield pavements. ASTM D5340, Standard Test Method for Airport Pavement Condition Index Surveys, covers the determination of airport pavement condition through visual surveys of pavement using the PCI method to quantify pavement condition. ASTM D6433, Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys, covers the determination of road and parking lot pavement condition.

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B-2.0 The PCI is a numerical indicator that reflects the structural integrity and surface operational condition of a pavement. It is based on an objective measurement of the type, severity, and quantity of distress. By projecting the rate of deterioration, a life-cycle cost analysis can be performed for various M&R alternatives. Not only can the best alternative be selected, but the optimal time of application can also be determined. The PCI values range from 0 to 100, as shown in Figure B-1 where 0 indicates a failed pavement and 100 is a new pavement.



420

Figure B-1. Example of PCI Rating Scales.

421 **B-3.0** The distress types for hot mix asphalt (HMA) and PCC pavements are identified in
422 ASTM D5340; which describes each distress type, severity levels, and measurement of each
423 distress. This information is also included in the PAVER™ Distress Identification Manuals
424 referenced in Appendix C in this AC, as well as the MicroPAVER™ and PAVEAIR programs.

425

Appendix C. PAVERTM Distress Identification Manuals.426
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428
429
430
431

C-1.0 This appendix includes a link to the PaverTM Distress Identification Manuals developed by the U.S. Army Corps of Engineers Army Engineering Research and Development Center – Construction Engineering Research Laboratory (USACE ERDC-CERL). The manuals contain distress definitions, severity levels, and measuring methods for asphalt and concrete surfaced airfields, respectively. The information in these manuals can be used to determine the PCI of airfield pavements.

432
433

- The Asphalt Surfaced Airfields PAVERTM Distress Identification Manual contains distress definitions and measurement methods for asphalt surfaced airfields.

434
435

- The Concrete Surfaced Airfields PAVERTM Distress Identification Manual contains distress definitions and measuring methods for concrete surfaced airfields.

436
437

C-2.0 The manuals are available at the FAA Airports website:
http://www.faa.gov/airports/resources/advisory_circulars/index.cfm.

438

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439

Appendix D: Related Reading Material.

440

D-1.0 Electronic copies of the latest versions of the following FAA publications are available on the FAA website at <http://www.faa.gov/airports>.

441

442

- AC 150/5320-5, Airport Drainage Design.

443

- AC 150/5320-6, Airport Pavement Design and Evaluation.

444

445

- AC 150/5320-12, Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces.

446

- AC 150/5335-5, Standardized Method of Reporting Airport Pavement Strength – PCN.

447

448

- AC 150/5370-11, Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements.

449

- AC 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements.

450

- AC 150/5380-9, Guidelines and Procedures for Measuring Airfield Pavement Roughness.

451

- FAA Order 5100.38, Airport Improvement Program Handbook.

452

D-2.0 Copies of ASTM Standards can be obtained from ASTM International at <http://www.astm.org/>.

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- ASTM D5340, Standard Test Method for Airport Pavement Condition Index Surveys.

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- ASTM D6433, Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.

457

D-3.0 Pavement Management for Airports, Roads, and Parking Lots, M.Y. Shahin, Second Edition, Springer, 2005.

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459

D-4.0 Transportation Research Circular No. E-C127, Implementation of an Airport Pavement Management Program (2/2008). A copy of the publication is available at the following website: <http://onlinepubs.trb.org/onlinepubs/circulars/ec127.pdf>.

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D-5.0 Airport Cooperative Research Program (ACRP) Synthesis 22, Common Airport Pavement Maintenance Practices. A copy of the publication is available at the following website:

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http://www.trb.org/Publications/Blurbs/Common_Airport_Pavement_Maintenance_Practices_165167.aspx.

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D-6.0 Unified Facilities Criteria (UFC) 3-270-08, Pavement Maintenance Management. A copy of the publication is available at the following website:

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http://www.wbdg.org/ccb/DOD/UFC/ufc_3_270_08.pdf.

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR Dept. Code: AIR

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

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

Type of Service: As-Needed Engineering Support Services

Funding Source: AIR-Operating Funds PSC Duration: 5 years 34 weeks
PSC Amount: \$5,000,000 PSC Est. Start Date: 11/03/2014 PSC Est. End Date: 06/30/2020

1. Description of Work

A. Scope of Work:

Contractor will provide engineering support services for airfield projects at San Francisco International Airport (SFO), including, but not limited to: special design services, studies, surveys and reports for projects in the planning and design development phases. Anticipated tasks include general, civil, electrical, mechanical, and utility engineering as related to airfield design. Engineering support for airfield improvement projects are required for runway, taxiway, apron, infield, and roadway pavements; underground infrastructure; industrial waste, sewer, and drainage pump stations; and telecommunication and high voltage infrastructure.

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

Along with aging infrastructure, SFO continues to experience strong passenger growth, both of which require the Airport to maintain and improve airfield infrastructure to operational efficiency and safety; and meet forecasted demand. A Contractor with airfield expertise is needed to ensure proper and timely development and implementation of tasks. Denial will cause project delays, which will affect aircraft operations and customer service, and result in lost revenues.

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. This is a new request.

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

2. Union Notification: On 08/08/2014, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44655 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/06/2014

10/06/2014

Approved by Civil Service Commission

-32- 10/06/2014

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
Engineering firms with specialized experience in airfield design and development; utility locating and engineering; geotechnical engineering; airfield pavement design; navigational aids and airfield lighting design; drainage, sewer, water, and industrial waste pump station design; gas line relocation design; aviation fuel line abandonment, removal, and relocation design; telecommunications and high voltage infrastructure design; and system integration.
- B. Which, if any, civil service class(es) normally perform(s) this work?
5201,5203,5207,5211,5218,5241,5364,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
To be determined based on the nature of the task.

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
The existing classifications do not have the required expertise and specialized skills related to the field of airport design and development. Contracted work will be supervised by City project managers with the appropriate expertise in managing Airport asset development and construction, including airfield work.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No, these as-needed projects are temporary in nature and do not justify permanent staffing.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 09/09/2014 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com
Address: PO Box 8097 San Francisco, CA 94128

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: Wildlife Natural Resources Services

Funding Source: Airport Operating Funds

PSC Amount: \$7,000,000

PSC Est. Start Date: 07/01/2018

PSC Est. End Date 06/30/2025

1. Description of Work

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

The San Francisco International Airport ("SFO" or the "Airport") is looking to contract services for wildlife natural resources planning. Work may include complex environmental analyses, assessments, compliance monitoring and reporting tasks requiring specialized environmental planning expertise and familiarity of federal, state, and local planning, especially those pertaining to airports. These tasks may include, but are not limited to: obtaining regulatory permits and approvals; assisting with consultations with agencies and public outreach; producing environmental studies; performing specialized resource investigations; and monitoring of construction sites and project mitigation sites in accordance with appropriate federal, state, and local environmental regulations.

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

SFO must meet the regulatory requirements of multiple federal and state regulatory and natural resource agencies. These agencies require mitigation of any impacts to wetlands, threatened and endangered species, and shoreline development. If the Airport fails to comply with these permit conditions, the Airport is subject to fines and other legal actions.

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 previously provided through a contract, most recently under PSC #4152-08/09.

D. Will the contract(s) be renewed?

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

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

This is for a Request for Qualifications and contracts can be up to five years.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Wide range of expertise needed to support project reviews and permitting remains on-call in nature and not all technical expertise needed are the same for all projects. Some services requires specialized permits. However, the need for these services the person to have a valid permit from the U.S. Fish and Wildlife Service while others requires different technical and educational qualifications to be deemed by the FAA as a Wildlife Biologist conducting wildlife hazard assessments for airports. The need for these services remain intermittent and depends on the scope of a project.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Ability to develop environmental review/disclosure documents, obtain regulatory permits and approvals for development with wetland fill; perform specialized natural resource investigations and prepare related reports based on those studies. Monitor construction and maintenance of airport facilities, public access and environmental mitigation projects within an airport environment. Requires specialized environmental planning expertise particularly with airport regulations. Familiarity with permitting process and consultation to ensure compliance with federal, state, regional, and local agency mandates.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2483, Biologist; 2484, Biologist III; 2485, Supv Biologist; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review;
- 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. The work needed to be performed at the Airport is unique in context and setting. There are not civil service classes with this specialized expertise.

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

- A. Explain why civil service classes are not applicable.
Existing civil service classes do not have the specialized knowledge and expertise related to an Airport environment.
- 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 specialized knowledge and expertise related to the Airport environment will be required only for the duration of the project.

6. Additional Information

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

**7. Union Notification: On 03/09/2018, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21**

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49329 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: [Cynthia Avakian \(AIR\)](mailto:Cynthia.Avakian@air.com); tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; [Parada, Lucina \(AIR\)](mailto:Parada.Lucina@air.com); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator@dhr.com)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49329 - 17/18
Date: Friday, March 09, 2018 6:42:48 PM

RECEIPT for Union Notification for PSC 49329 - 17/18 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 49329 - 17/18 for \$7,000,000 for Initial Request services for the period 07/01/2018 – 06/30/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10599> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 11, 2013

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

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

TYPE OF REQUEST: [] INITIAL REQUEST [X] MODIFICATION: [PSC 4152-08/09]

TYPE OF SERVICE: Environmental Planning Services

FUNDING SOURCE: Airport Operating, Capital Funds, and Federal Grant

Original PSC AMOUNT: \$3,750,000 Original PSC Duration: 7/1/09 - 6/30/14
Admin. Mod. 1 Amount: \$1,400,000 Admin. Mod. 1 Duration: 7/1/14 - 3/1/16
Proposed Mod. 2 Amount: \$3,900,000 Proposed Mod. 2 Duration: 3/2/16 - 6/30/18
TOTAL PSC AMOUNT: \$9,050,000 TOTAL PSC DURATION: 7/1/09 - 6/30/18

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Complex environmental analyses, assessments, compliance monitoring and reporting tasks requiring specialized environmental planning expertise and familiarity of federal, state, and local environmental regulations, especially those pertaining to airports; and performing airport sustainability and climate change planning. These tasks may include, but are not limited to: obtaining regulatory permits and approvals; consultation with regulatory agencies and public outreach; producing environmental studies, disclosure; performing specialized natural resource investigations; performing technical analyses and modeling; conducting specialized environmental monitoring; conducting specialized environmental studies and providing recommendations; monitoring of construction sites and airport-managed environmental mitigation sites in accordance with appropriate federal, state, regional and local environmental regulations.

B. Explain why this service is necessary and the consequences of denial: SFO must meet the regulatory requirements of agencies including but not limited to the Federal Aviation Administration (FAA), U. S. Army Corps of Engineers, U. S. Fish and Wildlife Service, U.S. Environmental Protection Agency, California Department of Fish and Wildlife, SF Bay Regional Water Quality Control Board, and the Bay Conservation and Development Commission. These agencies require mitigation of any impacts on wetlands, threatened and endangered species, shoreline development, and adherence to mitigation requirements in their environmental decision documents. If the Airport fails to comply with these permit conditions, the Airport is subject to fines and other legal actions. For FAA-issued mitigation measures, Airport would be in default of federal grant assurances.

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):
These services have been provided PSC approval # 4152-08/09.

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

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

IFPTE, Local 21 Union Name Signature of person mailing/faxing form Date 3/11/2013
Cynthia P. Avakian Apr 10 2013 10:03 PM
RFP sent to: IFPTE, Local 21 on May 1, 2009 Cynthia P. Avakian
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4152-08/09
STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

Approved 5/6/13

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: Ability to develop environmental review/disclosure documents, obtain regulatory permits and approvals for development with wetland fill; perform specialized natural resource investigations and prepare related reports based on those studies. Monitor construction and maintenance of airport facilities, public access and environmental mitigation projects within an airport environment. Requires specialized environmental planning expertise particularly in an airport environment. Familiarity with the Airport environmental permitting process and consultation to ensure compliance with federal, state, regional, and local agency mandates.

B. Which, if any, civil service class normally performs this work? Planner III and IV (5298 and 5299) manage the work products prepared by technical specialists in fields such as wildlife biology, specializing in wetland and threatened and endangered species, airport environmental planning including airport sustainability and climate change planning, air quality, and aircraft noise. The Biologist series (2483, 2484, and 2485) work on projects related to "freshwater, estuarine and marine environments and watershed resources"; however, the City does not have a USFWS-permitted biologist authorized to handle the SF Garter Snake and CA Red Legged Frog or a FAA-certified Airport Wildlife Biologist to assist Airport Planning staff with implementation of the Airport Wildlife Hazard Management Plan. Three Airport Planning staff will oversee and manage the projects; however, these Airport projects would not require these technical experts on a full time basis. Since 2009, one new Planner II (5278) hire has been assisting Planner III and IV with managing work products.

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: The specialized knowledge and expertise related to the Airport environment will be required only for the duration of the project. The various areas of technical expertise required to support Airport staff does not overlap. For example, a wetlands biologist will often not have the expertise in airport wildlife biology experience that requires FAA Certification. However, these disparate biological sources are required for the Airport wetland permit authorization under the Clean Water Act, Endangered Species Act, and the FAA Part 139 requirements for the Wildlife Hazard Management Plan.

B. Would it be practical to adopt a new civil service class to perform this work? Explain. No, since civil services classes exist.

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

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

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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- Describe the training and indicate approximate number of hours.

Contractor will provide about 80 hours of training on FAA's Integrated Noise Modeling (INM) and Emissions and Dispersion Modeling System (EDMS) modeling tools for aircraft noise and air emissions analyses of aviation sources. These are models required for use in FAA environmental documents as documented in FAA Orders 1050.1E and 5050.4B. The purpose of the training is to assist Airport Planning staff to critically review contractor-prepared analyses and results for use in environmental documents. However, contractors must prepare environmental analyses for the FAA and SF Planning Department to avoid any conflict of interest, per federal and state guidelines.

- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained.

Airport Planners will receive about 80 hours (EDMS air emissions and INM noise modeling); and Airport Noise Abatement Specialists will receive about 40 hours (INM noise modeling only).

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

<input checked="" 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"/>
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E. Has a board or commission determined that contracting is the most effective way to provide this service? No, however, the Airport Commission has approved Resolution #13-0017 to issue a RFP/RFQ for these services.

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? RFP/Qs will be issued and contractors may be awarded new contracts.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Cynthia P. Avakian Cynthia Avakian
Apr 10 2013 10:03 PM

Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

(650) 821-2014

Print or Type Name

Telephone Number

Airport Commission, Contracts Administration Unit
P.O. Box 8097, San Francisco, CA 94128

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Geotechnical Engineering Services No. 2

Funding Source: Departmental Work Orders

PSC Amount: \$6,000,000

PSC Est. Start Date: 04/01/2018

PSC Est. End Date 12/31/2024

1. Description of Work

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

Consultants will perform highly specialized geotechnical engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; supplemental testing such as seismic borehole logging, seismic refraction profiling, and corrosion testing and evaluation; preparing reports for new and existing building/bridge foundations; recommendations for designing foundation systems, excavation support and underpinning systems, retaining wall systems, embankments, and ground improvements such as grouting, deep soil mixing and dewatering; and other geotechnical/geological consultation related work. The maximum term will be 5 years each. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

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

Services are needed to assist DPW on difficult or unique projects that require specialized expertise beyond the capabilities of existing staff and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs. Public Works' responsiveness could also be negatively impacted for the mitigation of emergencies such as landslides or rockfalls.

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.

Previous contracts for As-Needed Geotechnical Engineering Services were awarded to: AGS, Inc.; Geotechnical Consultants, Inc.; Arup / RYCG, JV; and ENGEO / Terra Engineers, Inc., JV under PSC # 4085-08/09.

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 additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

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

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Requires licensed geotechnical engineers with expertise and familiarity with public works projects; expertise in current engineering and construction practices, such as plan, specification, and cost estimate preparation, field investigation, constructability analysis, peer reviews, reports and studies, and the ability to provide professional services to the City on short notice, such as during mitigation of landslide/rockfall emergencies.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide appropriate field exploration, and laboratory testing equipment.

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

The City does not have resources available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contracts will only be utilized when and if the work cannot be prudently performed by internal staff.

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

- A. Explain why civil service classes are not applicable.
Civil service classifications are applicable and City staff will be utilized whenever feasible. Consultants will only be used to augment City staff on as-needed basis to meet abrupt scheduling demands, when the workload exceeds department resources, when specialized expertise is not available through City staff, or during the occurrence of emergency events. Such workload is expected to be seasonal but unpredictable (e.g., responding to landslide, rockfall or other emergencies at multiple locations.)
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations such as those that occur during an earthquake.

6. Additional Information

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

7. **Union Notification:** On 03/07/2018, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45579 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

Cheng, Paul (DPW)

From: dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org
Sent: Wednesday, March 07, 2018 9:23 AM
To: Burns, Alexander (DPW); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Cheng, Paul (DPW); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 45579 - 17/18

RECEIPT for Union Notification for PSC 45579 - 17/18 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 45579 - 17/18 for \$6,000,000 for Initial Request services for the period 04/01/2018 – 12/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10789> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request: Initial Modification of an existing PSC (PSC # 4085-08/09)

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

Type of Service: Geotechnical Engineering Services on an As-Needed Basis

Funding Source: Departmental Work Orders

PSC Original Approved Amount: \$3,000,000

PSC Original Approved Duration: 05/01/09 - 05/01/14 (5 years 1 day)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 04/15/09-08/01/14 (13 weeks 1 day)

PSC Mod#2 Amount: \$500,000

PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$3,000,000

PSC Mod#3 Duration: 04/15/09-12/31/17 (3 years 21 weeks)

PSC Mod#4 Amount: \$500,000

PSC Mod#4 Duration: no duration added

PSC Mod#5 Amount: \$1,500,000

PSC Mod#5 Duration: no duration added

PSC Mod#6 Amount: \$6,000,000

PSC Mod#6 Duration: 01/01/18-12/31/20 (3 years 1 day)

PSC Mod#7 Amount: \$2,000,000

PSC Mod#7 Duration: 01/01/21-02/22/21 (7 weeks 4 days)

PSC Cumulative Amount Proposed: \$16,500,000

PSC Cumulative Duration Proposed: 11 years 42 weeks

1. Description of Work

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

Consultants will perform highly specialized geotechnical engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; supplemental testing such as seismic borehole logging, seismic refraction profiling, and corrosion testing and evaluation; preparing reports for new and existing building/bridge foundations; recommendations for designing foundation systems, excavation support and underpinning systems, retaining wall systems, embankments, and ground improvement such as grouting, deep soil mixing and dewatering; and other geotechnical/geological consultation related work. The Department of Public Works (DPW) intends to award three (3) or more as-needed contracts, each not to exceed \$1,000,000.

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

Services are needed to assist DPW on difficult or unique projects that require specialized geotechnical / geological engineering expertise beyond the capabilities of existing staff, and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase

construction costs. DPW's responsiveness could also be negatively impacted for the mitigation of emergencies such as landslides or rockfalls.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
Yes, through original PSC 4085-08/09.

D. Will the contract(s) be renewed?
PSC will be renewed when a new solicitation is needed.

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

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:

These are as-needed services only and will be utilized when the City needs to augment City staff during peak workload periods, use for those projects that require specialized expertise and knowledge, and emergency situations, such as those that may occur during landslides or rockfalls.

B. Reason for the request for modification:

To increase the capacity of current existing Geotechnical Engineering contracts by up to 50% and extend the duration to accommodate the actual contract duration as awarded. This increase in capacity is to meet the demands of a number of major projects requiring geotechnical services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Requires licensed geotechnical engineers with expertise and familiarity with public works projects; expertise in current engineering and construction practices; familiarity with the natural geotechnical formation of San Francisco; and the ability to provide service to the City on short notice.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The Contractor will provide appropriate field exploration and laboratory testing 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.

Civil service classifications are applicable and City staff will be utilized when feasible. Consultants will only be contacted to meet abrupt scheduling demands when the workload exceeds City resources, or during the occurrence of emergency events. Such workload is expected to be seasonal but unpredictable (e.g., responding to landslide, rockfall or other emergencies at multiple locations).

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations, such as those that may occur during landslides or rockfalls.

6. Additional Information

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

7. Union Notification: On 07/30/17, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4085-08/09

DHR Analysis/Recommendation:
Commission Approval Not Required
Approved by DHR on 08/09/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS Dept. Code: DPW

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4085-08/09)

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

Type of Service: Geotechnical Engineering Services on an As-Needed Basis

Funding Source: Departmental Work Orders

Table with 2 columns: PSC Amount and PSC Duration. Rows include PSC Original Amount (\$3,000,000), PSC Mod#1-6 amounts and durations, and PSC Cumulative Amount Proposed (\$14,500,000 and 11 years 35 weeks).

1. Description of Work

A. Scope of Work:

Consultants will perform highly specialized geotechnical engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; supplemental testing such as seismic borehole logging, seismic refraction profiling, and corrosion testing and evaluation; preparing reports for new and existing building/bridge foundations; recommendations for designing foundation systems, excavation support and underpinning systems, retaining wall systems, embankments, and ground improvement such as grouting, deep soil mixing and dewatering; and other geotechnical/geological consultation related work. The Department of Public Works (DPW) intends to award three (3) or more as-needed contracts, each not to exceed \$1,000,000.

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

Services are needed to assist DPW on difficult or unique projects that require specialized geotechnical / geological engineering expertise beyond the capabilities of existing staff, and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs. DPW's responsiveness could also be negatively impacted for the mitigation of emergencies such as landslides or rockfalls.

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

Yes, this service has been provided through current PSC 4085-08/09. We have been utilizing geotechnical exploration and laboratory testing on an as-needed basis for many years

D. Will the contract(s) be renewed? PSC will be renewed when a new solicitation is needed.

2. Union Notification: On 03/03/15, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4085-08/09

DHR Analysis/Recommendation: 04/06/2015

Commission Approval Required Approved by Civil Service Commission

DHR Approved for 04/06/2015 -5304/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Requires licensed geotechnical engineers with expertise and familiarity with public works projects; expertise in current engineering and construction practices; familiarity with the natural geotechnical formation of San Francisco; and the ability to provide service to the City on short notice.

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

5207,5241,

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

Yes. The Contractor will provide appropriate field exploration and laboratory testing equipment.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classifications are applicable and City staff will be utilized when feasible. Consultants will only be contacted to meet abrupt scheduling demands when the workload exceeds City resources, or during the occurrence of emergency events. Such workload is expected to be seasonal but unpredictable (e.g., responding to landslide, rockfall or other emergencies at multiple locations).

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

No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations, such as those that may occur during landslides or rockfalls.

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

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

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

ON 03/03/15 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Structural Engineering Services No. 2

Funding Source: Departmental Work Orders

PSC Amount: \$6,000,000 PSC Est. Start Date: 04/01/2018 PSC Est. End Date 12/31/2024

1. Description of Work

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

Consultants will perform highly specialized structural engineering tasks that include non-linear analysis, condition assessment reports, field investigations, peer reviews, value engineering, and consultation for various types of structures within Seismic Zone 4. The maximum term will be 5 years each. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

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

Services are needed to assist DPW on difficult or unique projects that require specialized expertise beyond the capabilities of existing staff and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs.

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.

Previous contracts for As-Needed Structural Engineering Services were awarded to: Structus, Inc.; Gerwick / OLMM, JV; Biggs Cardosa / Ansari, JV; Rutherford + Chekene / Tennebaum – Manheim Engineers, JV; SOHA Engineers / M. Bittleston Engineers, JV under PSC # 4102–10/11.

D. Will the contract(s) be renewed?

No.

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

The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This service will only be required on an as-needed basis when the City staff does not have the capacity to fulfill all project requests, causing delays, or if specialized services are required, or in case of emergencies/disasters.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Requires licensed structural engineers with expertise and familiarity with public works projects; expertise in current engineering and construction practices, such as plan,

specification, and cost estimate preparation, field investigation, constructability analysis, peer reviews, reports and studies, and the ability to provide professional services to the City on short notice, such as during mitigation of earthquake emergencies and prevention of impending structural collapses.

B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide physical modeling software, and testing equipment for specific tasks.

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

The City does not have resources available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contracts will only be utilized when and if the work cannot be prudently performed by internal staff.

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

A. Explain why civil service classes are not applicable.

Civil service classes are applicable and City staff will be utilized whenever feasible. Consultants will only be used to augment City staff on as-needed basis to meet abrupt scheduling demands, when the workload exceeds department resources, when specialized expertise is not available through City staff, or during the occurrence of emergency events.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations such as those that occur during an earthquake.

6. Additional Information

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

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

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

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

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

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

7. **Union Notification:** On 03/08/2018, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47466 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

Cheng, Paul (DPW)

From: dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org
Sent: Thursday, March 08, 2018 7:52 AM
To: Burns, Alexander (DPW); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Cheng, Paul (DPW); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47466 - 17/18

RECEIPT for Union Notification for PSC 47466 - 17/18 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 47466 - 17/18 for \$6,000,000 for Initial Request services for the period 04/01/2018 – 12/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/10786> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKSDept. Code: DPWType of Request: Initial Modification of an existing PSC (PSC # 4102 10/11)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Civil/Structural Engineering Services on an As-Needed BasisFunding Source: Departmental Work OrdersPSC Original Approved Amount: \$8,000,000PSC Original Approved Duration: 07/01/11 - 12/31/16 (5 years 26 weeks)PSC Mod#1 Amount: \$2,000,000PSC Mod#1 Duration: 12/31/16-01/09/17 (1 week 2 days)PSC Mod#2 Amount: \$2,000,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: \$15,000,000PSC Mod#3 Duration: 01/09/17-03/31/20 (3 years 11 weeks)PSC Mod#4 Amount: \$8,000,000PSC Mod#4 Duration: no duration addedPSC Mod#5 Amount: \$5,500,000PSC Mod#5 Duration: 03/31/20-09/30/21 (1 year 26 weeks)PSC Cumulative Amount Proposed: \$40,500,000PSC Cumulative Duration Proposed: 10 years 13 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Consultants will perform highly specialized (1) civil engineering tasks that include roadway, curb ramp, and sewer site improvement design, pier and marina renovation related work, traffic and speed data collection; (2) hydrologic engineering tasks that include preparation of sewer system strategic planning, flood control improvements modeling, new developments review, watershed wide system studies, overflow and cumulative impact studies, water quality modeling; and (3) structural engineering tasks that include non-linear analysis, condition assessment reports, field investigations, peer reviews, value engineering, and consultation for various types of structures within Seismic Zone 4. The Department of Public Works (DPW) intends to award four (4) as-needed contracts not to exceed \$2,000,000 and a maximum term of 5 years each. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

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

Services are needed to assist DPW on difficult or unique projects that require specialized expertise beyond the capabilities of existing staff and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
Yes, the original PSC was approved on 5/2/2011

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

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

2. Reason(s) for the Request

A. Display all that apply

Explain the qualifying circumstances:
no response from department

B. Reason for the request for modification:

To award Micro-LBE contracts for additional capacity needed in Civil Engineering, and for anticipated increase of 50% on current contracts.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Requires licensed civil and structural engineers with expertise and familiarity with public works projects; expertise in current engineering and construction practices, such as plan, specification, and cost estimate preparation, field investigation, constructability analysis, peer reviews, reports and studies, and the ability to provide professional services to the City on short notice, such as during mitigation of earthquake emergencies and prevention of impending structural collapses.

B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The Contractor will provide appropriate land survey, diving, and testing equipment for specific tasks, physical modeling software, and traffic counting 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.

Some Civil Service classes are not able to do the more specialized work on difficult or unique projects that require expertise beyond the capabilities of existing staff. However, City staff will be utilized when feasible. Consultants will only be contacted to meet abrupt scheduling demands, when the workload exceeds department resources, when specialized expertise is not available through City staff or during the occurrence of emergency events.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations such as those that occur during an earthquake.

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.
- 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.
Add'l work performed by Consultants currently under contract.

7. Union Notification: On 10/15/15, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4102 10/11

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/26/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS Dept. Code: DPW

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4102 10/11)

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

Type of Service: Civil/Structural Engineering Services on an As-Needed Basis

Funding Source: Departmental Work Orders

PSC Original Approved Amount: \$8,000,000

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

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

PSC Mod#3 Amount: \$15,000,000

PSC Mod#4 Amount: \$8,000,000

PSC Cumulative Amount Proposed: \$35,000,000

PSC Original Approved Duration: 07/01/11 - 12/31/16 (5 years 26 w

PSC Mod#1 Duration: 12/31/16-01/09/17 (1 week 2 days)

PSC Mod#2 Duration: no duration added

PSC Mod#3 Duration: 01/09/15-03/31/20 (3 years 11 weeks)

PSC Mod#4 Duration: no duration added

PSC Cumulative Duration Proposed: 8 years 39 weeks

1. Description of Work

A. Scope of Work:

Consultants will perform highly specialized (1) civil engineering tasks that include roadway, curb ramp, and sewer site improvement design, pier and marina renovation related work, traffic and speed data collection; (2) hydrologic engineering tasks that include preparation of sewer system strategic planning, flood control improvements modeling, new developments review, watershed wide system studies, overflow and cumulative impact studies, water quality modeling; and (3) structural engineering tasks that include non-linear analysis, condition assessment reports, field investigations, peer reviews, value engineering, and consultation for various types of structures within Seismic Zone 4. The Department of Public Works (DPW) intends to award four (4) as-needed contracts not to exceed \$2,000,000 and a maximum term of 5 years each. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

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

Services are needed to assist DPW on difficult or unique projects that require specialized expertise beyond the capabilities of existing staff and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs.

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

Yes, the original PSC was approved on 5/2/2011

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

2. Union Notification: On 06/05/15, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4102 10/11

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Requires licensed civil and structural engineers with expertise and familiarity with public works projects; expertise in current engineering and construction practices, such as plan, specification, and cost estimate preparation, field investigation, constructability analysis, peer reviews, reports and studies, and the ability to provide professional services to the City on short notice, such as during mitigation of earthquake emergencies and prevention of impending structural collapses.

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

5203,5207,5241,5211,5218,5219,

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

Yes. The Contractor will provide appropriate land survey, diving, and testing equipment for specific tasks, physical modeling software, and traffic counting equipment.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Some Civil Service classes are not able to do the more specialized work on difficult or unique projects that require expertise beyond the capabilities of existing staff. However, City staff will be utilized when feasible. Consultants will only be contacted to meet abrupt scheduling demands, when the workload exceeds department resources, when specialized expertise is not available through City staff or during the occurrence of emergency events.

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

No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations such as those that occur during an earthquake.

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

YES NO

A. Will the contractor directly supervise City and County employee? YES NO

B. Will the contractor train City and County employee? YES NO

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

D. Are there federal or state grant requirements regarding the use of contractual services? YES NO

E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Add'l work performed by Consultants currently under contract. YES NO

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

ON 06/05/15 BY:

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS Dept. Code: DPW

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4102 10/11)

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

Type of Service: Civil/Structural Engineering Services on an As-Needed Basis

Funding Source: Departmental Work Orders

PSC Original Approved Amount: \$8,000,000

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

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

PSC Mod#3 Amount: \$15,000,000

PSC Mod#4 Amount:

PSC Cumulative Amount Proposed: \$27,000,000

PSC Original Approved Duration: 07/01/11 - 12/31/16 (5 years 26 w

PSC Mod#1 Duration: 12/31/16-01/09/17 (1 week 2 days)

PSC Mod#2 Duration: no duration added

PSC Mod#3 Duration: 01/09/15-03/31/20 (3 years 11 weeks)

PSC Mod#4 Duration:

PSC Cumulative Duration Proposed: 8 years 39 weeks

1. Description of Work

A. Scope of Work:

Consultants will perform highly specialized (1) civil engineering tasks that include roadway, curb ramp, and sewer site improvement design, pier and marina renovation related work, traffic and speed data collection; (2) hydrologic engineering tasks that include preparation of sewer system strategic planning, flood control improvements modeling, new developments review, watershed wide system studies, overflow and cumulative impact studies, water quality modeling; and (3) structural engineering tasks that include non-linear analysis, condition assessment reports, field investigations, peer reviews, value engineering, and consultation for various types of structures within Seismic Zone 4. The Department of Public Works (DPW) intends to award four (4) as-needed contracts not to exceed \$2,000,000 and a maximum term of 5 years each. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

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

Services are needed to assist DPW on difficult or unique projects that require specialized expertise beyond the capabilities of existing staff and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs.

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

Yes, the original PSC was approved on 5/2/2011

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

2. Union Notification: On 08/14/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4102 10/11

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 09/15/2014

09/15/2014

Approved by Civil Service Commission

-66- 09/15/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Requires licensed civil and structural engineers with expertise and familiarity with public works projects; expertise in current engineering and construction practices, such as plan, specification, and cost estimate preparation, field investigation, constructability analysis, peer reviews, reports and studies, and the ability to provide professional services to the City on short notice, such as during mitigation of earthquake emergencies and prevention of impending structural collapses.

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

5203,5207,5241,5211,5218,5219,

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

Yes. The Contractor will provide appropriate land survey, diving, and testing equipment for specific tasks, physical modeling software, and traffic counting equipment.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Some Civil Service classes are not able to do the more specialized work on difficult or unique projects that require expertise beyond the capabilities of existing staff. However, City staff will be utilized when feasible. Consultants will only be contacted to meet abrupt scheduling demands, when the workload exceeds department resources, when specialized expertise is not available through City staff or during the occurrence of emergency events.

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

No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations such as those that occur during an earthquake.

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

YES NO

- A. Will the contractor directly supervise City and County employee?
- B. Will the contractor train City and County employee?
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services?
- E. Has a board or commission determined that contracting is the most effective way to provide this service?
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Add'l work performed by Consultants currently under contract.

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 08/14/14 BY:

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Resource Family Approval (RFA) Recruitment Webpage & Portal

Funding Source: 100% General Fund

PSC Duration: 2 years

PSC Amount: \$132,000

1. Description of Work

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

Contractor will customize a software tool to assist Family and Children's Services (FCS), a division of Human Services Agency (SF-HSA), in recruiting and approving resource families to serve as foster parents for children and youths. This tool will be used by prospective foster parents, FCS staff, and key partners providing training and other services for resource families.

The development of the web-based software tool will include system maintenance and support of the content pages and an interactive portal that allows encrypted file transfer for review and approval of prospective foster parent applicants. The tool will be supported by computer, tablet, or mobile device and be fully translated in Spanish language version. Contractor will conduct website maintenance, software upgrades, renew domain name and SSL certificates, update online content, and provide training to users. The portal page requires data/file uploads, digital signature capability, tracks application progress, able to create unlimited login accounts and support multiple users' access at the same time, email capabilities, and generate reports. Developer will work closely with FCS in system design, framework, and upgrades.

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

This service is necessary to conform to the Continuum of Care Reform, mandated by AB403. It allows FCS staff to recruit and approve resource families to serve as foster parents for foster youths in the care system. The tool serves to complete training, obtain health exams and criminal background clearances and ensure that their homes are safe and appropriate for permanent homes for children in care. The approval process is complex and involves tracking extensive data, and is conducive to online automation. Denial of this service will risk a foster child's welfare outcome.

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 under current contract that will expire on June 30, 2018 with PSC 2001-08/09.

D. Will the contract(s) be renewed?

Yes, this service/contract is expected to be renewed pending funding availability.

- 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 a short term project with some as-needed trouble shooting over time.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This service requires expertise in web design and database including product management, user experience research, and system design in content and visuals. Additionally, develop front-end and back-end designs for efficiency and application/screening approval process. Contractor must provide technical training and support of the system and have possession of proprietary software.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;

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

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

This proprietary software is not available from 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.

This specialized work requires proprietary software.

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

6. Additional Information

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

No.

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

Yes. Training on use of the system will be provided by Contractor. At least once monthly for system updates, as needed by request of FCS staff/caseworkers.

- 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 contract will expire 6/30/2018 and will be renewed for 2 years.

7. Union Notification: On 03/02/2018, 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: John Tsutakawa Phone: 415-557-6299 Email: john.tsutakawa@sfgov.org

Address: 1650 Mission Street, Suite 300 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41654 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

Ng, Judy (HSA)

From: Tsutakawa, John (HSA)
Sent: Friday, March 02, 2018 2:56 PM
To: Ng, Judy (HSA); Broussard, Alicia (HSA)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 41654 - 17/18

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of john.tsutakawa@sfgov.org
Sent: Friday, March 02, 2018 2:54 PM
To: Tsutakawa, John (HSA); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Ng, Judy (HSA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41654 - 17/18

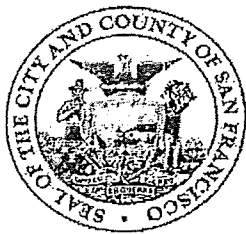
RECEIPT for Union Notification for PSC 41654 - 17/18 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 41654 - 17/18 for \$132,000 for Initial Request services for the period 07/01/2018 – 06/30/2020. 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/10743> 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

EDWIN M. LEE
MAYOR

Sent Via Electronic Mail

GINA M. ROCCANOVA
PRESIDENT

August 19, 2016

KATE FAVETTI
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

DOUGLAS S. CHAN
COMMISSIONER

SUBJECT: **HUMAN SERVICES AGENCY'S ANNUAL REPORT ON
CONTRACTS AWARDED UNDER PERSONAL SERVICES
CONTRACTS WITH CONTINUING APPROVAL - PERSONAL
SERVICE CONTRACT NUMBERS 2000-08/09 THROUGH 2009-
08/09 AND 4078-10/11 THROUGH 4082-10/11.**

SCOTT R. HELDFOND
COMMISSIONER

At its meeting on **August 15, 2016** the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report.

MICHAEL L. BROWN
EXECUTIVE OFFICER

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

CIVIL SERVICE COMMISSION

MICHAEL L. BROWN
Executive Officer

Cc: John Tsutakawa, Human Services Agency
Alicia Broussard, Human Services Agency
Arata Goto, Human Services Agency
Laurie Juengert, Human Services Agency
Katherine Basconcello, SEIU, Local 1021
Paul Camarillo, SEIU, Local 1021
David Canham, SEIU, Local 1021
Wendy Frigillana, SEIU, Local 1021
Emma Gerould, SEIU, Local 1021
Amy Hal, SEIU, Local 1021
David Kersten, SEIU, Local 1021
Sandeep Lal, SEIU, Local 1021
Xiu Min Li, SEIU, Local 1021
Ricardo Lopez, SEIU, Local 1021
Amihan Makayan, IFPTE Local 21
Sin Yee Poon, SEIU, Local 1021
Joseph Tanner, SEIU, Local 1021
Alex Tonisson, IFPTE Local 21
Thomas Vitale, SEIU, Local 1021
Ted Zarzecki, SEIU, Local 1021
Commission File
Chron

City and County of San Francisco

Civil Service Commission

Agenda for Regular Meeting

August 15, 2016

2:00 p.m.

ITEM 1.0.

(1) CALL TO ORDER AND ROLL CALL

President Gina M. Roccanova

REGULAR AGENDA

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting and are located in the Civil Service Commission office at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102.

(13) Report on Continuous Testing Pilot Rule 211 and 311. (File No. 0260-16-1) – Action Item

Recommendation: Adopt the report.

(14) Human Services Agency's Annual Report on Contracts Awarded under Personal Services Contracts with Continuing Approval—Personal Services Contracts Numbers 2000-08/09 through 2309-08/09 and 4078-10/11 through 4082-10/11. (File No. 0261-16-8) – Action Item

PSC #	Contract	Description of Work	Duration
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	Amount		
2000-08/09	\$7,500,000	Recruiting appropriate families throughout the Bay Area and other counties, providing orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system	7/1/2009 --- Continuing
2001-08/09	\$65,000,000	Will provide training, respite, care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities.	7/1/2009 --- Continuing
2002-08/09	\$26,500,000	Will provide services to Community-based family resource centers that operate to serve all parents for specific parenting skills, parenting guides, crisis counseling and intervention.	7/1/2009 --- Continuing
2003-08/09	\$160,000,000	Multiple contractors provide services listed above to low-income and homeless CalWORKS families, or families of children involved in the child welfare system through partnerships with other state licensed providers, in-home providers in or outside of San Francisco county	12/7/2015--- Continuing

PSC #	Contract Amount	Description of Work	Duration
2004-08/09	\$230,000,000	supportive housing services including, money management, property management including pre-move in housing inspections and survey of conditions, rental subsidies, case management and support services to help individuals and families maintain their housing, eviction prevention services, tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing. Clients include recipients of SSI, SSA, PAES, CalWORKs, seniors, younger adults with disabilities, and/or low-incomes	12/7/2015--- Continuing
2005-08/09	\$38,500,000	WIN provide outreach, counseling, employment services, vocational training, work readiness, referral and placement services, job retention support and follow-up to Cal Works and PAES(Personal Assisted Employment Services) and other low-income individuals.	7/1/2009 --- Continuing
2006-08/09	\$30,495,000	Services in support of the Agency include the following legal services such as process service, arbitration, Fair Hearing Officer services, and other specialized legal services not provided by the City Attorney, courier service, fiscal intermediary, credit checks, equipment maintenance and repairs, property management services, on-demand and supplemental translation and interpretation services, media and communications services including outreach to targeted populations served by the Agency, grant writing, program planning and evaluation, technical writing, environmental and industrial assessment services including ergonomics, mediation and dispute resolutions services, substance abuse compliance monitoring testing and paternity testing, criminal background checks, security services, population surveys, management information services, time study information system, business process mapping, one time document imaging conversion projects for archiving and transition to paperless system technology solutions for agency operations, off hours transportation services specialized transportation including health and safety transportation and shuttle service	1/4/2016 --- Continuing
2007-08/09	\$327,750,000	Will provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS as mandated.	7/1/2009 --- Continuing

2008-08/09	\$75,750,000	Will provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meal/groceries, laundry facilities, and voluntary case management.	7/1/2009 — Continuing
2009-08/09	\$14,050,000	To provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets	7/1/2009 — Continuing
4078-10/11	\$5,336,700	Services include facilities and staffing to run various community-based adult day care centers and centers servicing seniors suffering from Alzheimer's disease	7/1/2011— Continuing
4079-10/11	\$8,469,075	Services include provision of legal counseling, and representation, including but not limited to naturalization application and processing, for seniors and younger disabled adults.	7/1/2011— Continuing
4080-10/11	\$14,260,320	Services include staffing and assistance in the form of case management. The provisions of case management include access or care coordination- including arranging services, developing and monitoring care management plans and coordinating services among providers- servicing functionally impaired seniors, adults with disabilities and their families	7/1/2011— Continuing
4081-10/11	\$50,019,330	Services include facilities and staffing to run various community based courses focused on physical health, socialization, financial advice, elderly abuse prevention, and emergency services. The target populations served by these programs are seniors and adults with disabilities. These services include the Community Living Fund established by the Board of Supervisors Resolution # 10-0832.	7/1/2011— Continuing
4082-10/11	\$57,500,000	Contractors will provide and distribute food and food benefits to low income San Francisco residents. Food distributions services will include but not limited to home delivered, congregate meals, emergency food bags, and food pantries, emergency home delivered meals, free meals, and senior grocery bags	7/1/2011— Continuing

February 2, 2009: Postponed Personal Services Contract Numbers 2000-08/09 through 2009-08/09 to the meeting of March 2, 2009 at the request of SEIU Local 1021.

March 2, 2009: Postponed Personal Services Contract Numbers 2002-08/09; 2003-08/09 and 2005-08/09 to the meeting of March 16, 2009 at the request of SEIU Local 1021. The Commission stipulated this will be the last continuance granted.

(14) Cont'd.

Adopted the Human Resources Director's report on Personal Services Contract Numbers 2000-08/09; 2001-08/09, 2004-08/09, and 2007-08/09 through 2009-08/09 on the condition that: 1) IFPTE Local 21 and the Human Services Agency meet to discuss their concerns regarding funding options for the transition of work performed by Class 2819 and 2822 Health Educators and Assistant Health Educators back to the City, in conjunction with the Department of Public Health; 2) a written report on the progress submitted to the Civil Service Commission no later than six (6) months (September 7, 2009); and 3) Human Services Agency continue to meet and discuss in good faith with IFPTE Local 21 other classifications, the work of which could possibly be transitioned back to the City.

Adopted the Human Resources Director's report on Personal Services Contract #2005-08/09.

March 16, 2009:

Adopted the Human Resources Director's report for "Continuing" approval [for Personal Services Contract Numbers 2002-08/09, 2003-08/09 and 2005-08/09] on the following conditions: 1) Should the Human Services Agency propose to change contractors and award contracts to outside parties other than those identified in connection with this Commission's approval of these three personal services contracts, it will notify all affected bargaining units prior to the change in contractors; 2) Should the Human Services Agency propose to amend or modify any contract awarded under these three personal services contracts, it shall notify all affected bargaining units prior to the modification or amendment being effectuated; 3) At the time the Human Services Agency publishes Requests for Proposals for any contract to be awarded under the scope of any of these three personal services contracts, it shall send a hard copy of the Request for Proposals to the affected bargaining units; and 4) If any affected bargaining unit, as a result of any such notification wishes to discuss the change, amendment, modification or award with the Human Services Agency, the Human Services Agency shall meet and discuss in good faith with the affected bargaining units.

September 21, 2009:

Accepted the oral report [from the Human Services Agency on the status of the conditional approval of Personal Services Contract Numbers 2000-08/09, 2001-08/09, 2004-08/09, and 2007-08/09 through 2009-08/09].

(14) Cont'd.

August 17, 2015: Adopted the report.

Recommendation: Adopt the report.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: CalWIN System and CalWIN Client Correspondence Subsystem

Funding Source: County, State, Federal

PSC Amount: \$35,000,000

PSC Est. Start Date: 07/01/2018

PSC Est. End Date 06/30/2023

1. Description of Work

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

Oversight and maintenance of the CalWIN computer system for the administration of public benefit programs along with the integrated processing and mailing expenses related to CalWIN client correspondences.

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

These services are required to process and manage client and court mandated information, and are necessary for the day to day operation of the Agency. Without these services, operations would be interrupted and the Agency could not fulfill welfare and institutions code compliance.

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

Services were previously approved through PSC 2006-08/09.

D. Will the contract(s) be renewed?

Yes, based upon funding, performance and procurement.

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.

Generally, the HSA issues contracts for an initial 3 year period with an option to renew for an additional 2 years depending on performance, need, and fund availability.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This is a large scale IT project that requires both technological knowledge as well as knowledge on a particular field of social services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Creating and maintaining IT based supportive systems is a very specialized service in programming and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system and compliance mandates.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior; 1404, Clerk;

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 services are highly specialized and mostly proprietary business solutions that are used by multiple counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system.

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

A. Explain why civil service classes are not applicable.

These services are mostly proprietary business solutions that are used by multiple counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the system.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No as the work needed would need to span and coordinate with multiple municipalities and/or the project is highly specialized and would best to be performed by an independent organization that has specific expertise with similar projects.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. Training is for end-users of the CalWIN system. These are mostly online or in-application but can be intermittently on-site a few times per year as needed. End-users are HSA staff and others who work directly with HSA clients.

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.
Yes. Approve \$79,319,190 from 2/1/15-1/31/25

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 01/26/2018, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; 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: John Tsutakawa Phone: 415-557-6299 Email: john.tsutakawa@sfgov.org

Address: 1650 Mission St #300 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41782 - 17/18

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 05/07/2018

Civil Service Commission Action:

Receipt of Union Notification(s)

From: Tsutakawa, John (HSA)
To: Kashani, David (HSA)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 41782 - 17/18
Date: Friday, January 26, 2018 4:34:11 PM

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of john.tsutakawa@sfgov.org

Sent: Friday, January 26, 2018 4:33 PM

To: Tsutakawa, John (HSA); sarah.wilson@seiu1021.org; peter.masiak@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, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David (HSA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41782 - 17/18

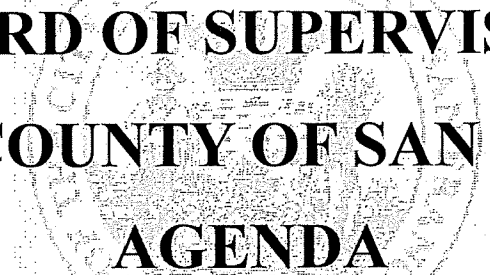
RECEIPT for Union Notification for PSC 41782 - 17/18 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 41782 - 17/18 for \$35,000,000 for Initial Request services for the period 07/01/2018 – 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10595> 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)



BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
AGENDA

**Legislative Chamber, Room 250
City Hall, 1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689**

Tuesday, February 10, 2015 - 2:00 PM

Regular Meeting

LONDON BREED, PRESIDENT
JOHN AVALOS, DAVID CAMPOS, JULIE CHRISTENSEN, MALIA COHEN,
MARK FARRELL, JANE KIM, ERIC MAR, KATY TANG, SCOTT WIENER, NORMAN YEE

Angela Calvillo, Clerk of the Board

Agendas of the Board of Supervisors are available on the internet at www.sfbos.org

BOARD COMMITTEES

Committee Membership

Budget and Finance Committee
Supervisors Farrell, Tang, Mar

City and School District Select Committee
Supervisors Kim, Yee, Campos, Commissioners Mendoza-McDonnell, Fewer, Wynns

Government Audit and Oversight Committee
Supervisors Yee, Christensen, Breed

Land Use and Economic Development Committee
Supervisors Cohen, Wiener, Kim

Neighborhood Services and Safety Committee
Supervisors Mar, Campos, Christensen

Rules Committee
Supervisors Avalos, Tang, Cohen

Meeting Days

Wednesday
10:00 AM

4th Thursday
3:30 PM

1st and 3rd Thursday
10:30 AM

Monday
1:30 PM

1st and 3rd Thursday
2:00 PM

2nd and 4th Thursday
11:00 AM

First-named Supervisor is Chair, Second-named Supervisor is Vice-Chair of the Committee.

ROLL CALL AND PLEDGE OF ALLEGIANCE

AGENDA CHANGES

COMMUNICATIONS

SPECIAL ORDER 2:00 P.M. - Mayor's Appearance Before The Board

Pursuant to Charter Section 3.100(7), the Mayor shall appear, in person, at one regularly scheduled meeting of the Board of Supervisors each month to engage in formal policy discussions with members of the Board. This item will be read at the Board Meeting on the second Tuesday of each month, unless rescheduled by the Mayor and the Board President. The Mayor and the Board may not discuss matters that have already been considered in Committee and that are on the Board's Agenda as an action item.

By supermajority vote of the Board of Supervisors (8 votes), the Board may, by oral motion, allow an eligible District Supervisor to ask a question that was not previously posed if the question relates to a sudden or unexpected incident or occurrence raising formal, time-sensitive policy questions that were not anticipated prior to the posting of this agenda. Public comment for this item will take place during general public comment.

1. 150133**[Formal Policy Discussions - February 10, 2015]**

Pursuant to Charter, Sections 2.103 and 3.100(7), and Administrative Code, Section 2.11, the Mayor shall answer the following eligible questions submitted from Supervisors representing Districts 1 and 11. The Mayor may address the Board initially for up to five minutes. Discussion shall not exceed five minutes per Supervisor.

1. Mr. Mayor, alongside many of my board colleagues and our environmental and community organizations, I am grateful to learn about your commitments last week in support of renewable energy and advancing CleanPowerSF.

Following this past weekend's March for Real Climate Leadership held in Oakland and over a decade of delay, we are closer than ever to realizing the environmental and economic benefits a true 21st Century energy system can provide. San Francisco can now reestablish itself as a national leader on climate action.

Your statements have established that you want a complete plan for providing clean energy to San Franciscans no later than December 2015. However, a final plan cannot be determined until other concrete steps are taken to advance the program.

A report ordered by our Local Agency Formation Commission and developed by EnerNex, an independent consultant, details actions the City must take prior to finalizing its plan for CleanPowerSF:

1. Procuring energy contracts.
2. Determining administrative costs
3. Establish a not-to-exceed rate

These steps will ensure that the leadership and administrative framework for CleanPowerSF are established and would allow for better estimates pertaining to basic costs and the ultimate cost for a build out plan.

Will you work with the Board of Supervisors and the Public Utilities Commission to take these preliminary steps by the summer as the final plan for CleanPowerSF is developed in order to successfully launch a program by the end of the year? (Supervisor Mar, District 1)

2. Mr. Mayor, I am excited by your recent announcement of your support for CleanPowerSF, and last week's joint SFPUC-LAFCo meeting was an encouraging first step towards making that a reality. It seems we all agree that current environment offers many new advantages to launch CleanPowerSF this year.

Unfortunately, for many residents, the only thing they will remember about CleanPowerSF is IBEW Local 1245's deceptive misinformation campaign from 2013. Can we work together to promote our new vision for CleanPowerSF? Will you put funds in your budget for a robust media campaign to promote public awareness of CleanPowerSF as part of the City's efforts on climate change? And will you work with the PUC to expand their Project Learning Grants program to give youth summer jobs to do culturally-targeted outreach on CleanPowerSF? (Supervisor Avalos, District 11)

Discussion: The Mayor shall DISCUSS eligible questions with the Board of Supervisors.

CONSENT AGENDA

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Board of Supervisors and will be acted upon by a single roll call vote of the Board. There will be no separate discussion of these items unless a member of the Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

Questions on the Consent Agenda are on final passage, first reading, adoption, or approved, as indicated.

Items 2 through 7

Recommendations of the Land Use and Economic Development Committee

Present: Supervisors Wiener, Cohen

- 2. 110548 **[Planning Code - Zoning Map - Signs, Awnings, Canopies, and Marquees]**
Sponsor: Wiener
 Ordinance amending the Planning Code to consolidate the definitions and controls for awnings, canopies, and marquees into a single section and revise the controls for certain zoning districts; require a Business Sign to be removed or brought into conformity with the Code when the business ceases operation, moves, or a new building is constructed; prohibit the relocation of General Advertising Signs into the Van Ness corridor and specified Neighborhood Commercial Districts; and add The Embarcadero to the list of Scenic Streets where General Advertising Signs are prohibited; amending the Zoning Map to conform with the Code amendments; affirming the Planning Department's California Environmental Quality Act determination; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

02/03/2015; PASSED, ON FIRST READING.

Question: Shall this Ordinance be FINALLY PASSED?

- 3. 141237 **[Planning Code - Procedure for Requesting Modification of Code Requirements or Planning Department Practices and Procedures to Accommodate a Disability]**
Sponsors: Wiener; Mar
 Ordinance amending the Planning Code to establish a process for making and acting upon requests for reasonable modification of a Planning Code requirement or a Department policy, practice, or procedure to accommodate a disability pursuant to federal and state fair housing laws; and affirming the Planning Department's California Environmental Quality Act determination and making findings of consistency with the City's General Plan, and the eight priority policies of Planning Code, Section 101.1.

02/03/2015; PASSED, ON FIRST READING.

Question: Shall this Ordinance be FINALLY PASSED?

4. 141264 [General Plan Amendments - Urban Forest Plan (Phase 1: Street Trees)]**Sponsor: Wiener**

Ordinance amending the General Plan by amending Policy 3.6 of the Recreation and Open Space Element to reflect the adoption by reference of the Urban Forest Plan (Phase 1: Street Trees); affirming the Planning Department's determination under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

02/03/2015; PASSED, ON FIRST READING.

Question: Shall this Ordinance be FINALLY PASSED?

5. 150003 [Planning Code - Zoning Map Amendment - 1600-1612 Cortland Avenue]**Sponsor: Campos**

Ordinance amending the Zoning Map to rezone a parcel located at 1600-1612 Cortland Avenue from Heavy Commercial and Industrial Protection Zone Special Use District to Production Distribution and Repair - General; and making environmental findings pursuant to the California Environmental Quality Act, Planning Code, Section 302 findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

02/03/2015; PASSED, ON FIRST READING.

Question: Shall this Ordinance be FINALLY PASSED?

Present: Supervisors Cohen, Wiener, Kim

6. 150037 [Interim Zoning Controls - Moderate Scale Neighborhood Commercial Transit (NCT-3) District - Parcels along Market Street West of Octavia Boulevard]**Sponsor: Wiener**

Resolution imposing interim zoning controls for an 18-month period requiring Conditional Use authorization for Limited Financial Service and Business or Professional Service uses in the Moderate Scale Neighborhood Commercial Transit (NCT-3) District for parcels along Market Street, west of Octavia Boulevard; and making environmental findings, and findings of consistency with the General Plan, and with the eight priority policies of Planning Code, Section 101.1.

Question: Shall this Resolution be ADOPTED?

7. 150091 [Supporting California Assembly Bill 96 (Atkins and Lara) - Prohibiting the Sale of Ivory and Rhinoceros Horn]**Sponsors: Wiener; Tang**

Resolution supporting California State Assembly Bill 96, co-authored by Speaker of the State Assembly Atkins and State Senator Lara, which prohibits the sale of ivory and rhinoceros horn in California.

Question: Shall this Resolution be ADOPTED?

Introduced at the Request of a Department

Pursuant to Rules of Order of the Board of Supervisors, Section 2.7.1, Department Heads may submit proposed legislation to the Clerk of the Board, in which case titles of the legislation will be printed at the rear of the next available agenda of the Board.

PROPOSED RESOLUTIONS**150105 [Affirming Categorical Exemption - San Francisco International Airport - Plot 700 Development Project]**

Resolution affirming categorical exemption under the California Environmental Quality Act for the San Francisco International Airport Plot 700 Development Project. (Airport Commission)

01/26/2015; RECEIVED FROM DEPARTMENT.

02/10/2015; RECEIVED AND ASSIGNED to the Land Use and Economic Development Committee.

150106 [Lease Agreement - Swissport Cargo Services, L.P. - West Field Cargo Building 632 and Related Areas on Plot 9 - \$2,345,996]

Resolution approving Lease Agreement No. 14-0263 between Swissport Cargo Services, L.P., and the City and County of San Francisco, acting by and through its Airport Commission, for approximately 19,048 square feet of exclusive use space in West Field Cargo Building 632, with an estimated minimum rent of \$2,345,996, a three-year initial term and two one-year options to extend the term to commence following Board approval. (Airport Commission)

01/28/2015; RECEIVED FROM DEPARTMENT.

02/10/2015; RECEIVED AND ASSIGNED to the Budget and Finance Committee.

150107 [Contract Approval - T1 Cubed a Joint Venture - Professional Services for the Airport's Terminal 1, New Boarding Area B Project - Not-to-Exceed \$29,000,000]

Resolution approving Airport Contract 10010.41, Project Management Support Services for the San Francisco International Airport, Terminal 1, New Boarding Area B Project between T1 Cubed, a Joint Venture, consisting of Parsons Brinckerhoff, Inc., and AGS, Inc., and the City and County of San Francisco, acting by and through its Airport Commission, in the not to exceed amount of \$29,000,000 to commence following Board approval with a contract duration of six years, pursuant to Charter, Section 9.118(b). (Airport Commission)

01/28/2015; RECEIVED FROM DEPARTMENT.

02/10/2015; RECEIVED AND ASSIGNED to the Budget and Finance Committee.

150108

[Agreement - Hewlett Packard Enterprise Services, LLC - County CalWIN Consortium - \$79,319,190]



Resolution requesting continued membership in the 18 County CalWIN Consortium and the renewal of the Hewlett Packard Enterprise Services, LLC, contract with the Consortium as a result of the new procurement of the Hewlett Packard contract by the State of California, and retroactively authorizing the Director of the Human Services Agency to expand the expenditure authority from \$53,019,909 for an additional amount of \$26,299,281 the project budget including this extension is totaling to \$79,319,190 from February 1, 2015, through January 31, 2025.

01/27/2015; RECEIVED FROM DEPARTMENT.

02/10/2015; RECEIVED AND ASSIGNED to the Budget and Finance Committee.

150109

[Settlement of Unlitigated Claim - Zendesk, Inc. - \$239,467.46]

Resolution approving the settlement of the unlitigated claim filed by Zendesk, Inc. against the City and County of San Francisco for \$239,467.46; claim was filed on November 17, 2014. (City Attorney)

02/02/2015; RECEIVED FROM DEPARTMENT.

02/10/2015; RECEIVED AND ASSIGNED to the Government Audit and Oversight Committee.

150110

[Contract Approval - United States Department of Energy - Lawrence Livermore National Laboratory - Estimated Revenue of \$29,865,584]

Resolution retroactively authorizing the General Manager of the San Francisco Public Utilities Commission to execute on behalf of the City and County of San Francisco, a new 10-year water service contract with the United States Department of Energy for continued water service to Lawrence Livermore National Lab, with an estimated revenue of \$29,865,584 for the period of July 1, 2014, through June 30, 2024. (Public Utilities Commission)

02/02/2015; RECEIVED FROM DEPARTMENT.

02/10/2015; RECEIVED AND ASSIGNED to the Budget and Finance Committee.

**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
Bit California LLC, DBA Document Fulfillment Services**

This Agreement is made this 1st day of September, 2017, in the City and County of San Francisco, State of California, by and between **Document Fulfillment Services, 2930 Ramona Avenue #100, Sacramento, CA 95826** ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Human Services Agency ("Department") wishes to **contract for CalWIN Client Correspondence Printing and Mailing Services**; and,

WHEREAS, a Request for Proposal ("RFP") was issued on March 29, 2016, the City and Sacramento County Department of Human Assistance, acting as the lead public agency in the CalWIN consortium, selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **46915 - 17/18** on **December 4, 2017**;

WHEREAS, the Contract is funded with Federal dollars, CFDA # 93.778; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and "Human Services Agency."

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

1.4 "Contractor" or "Consultant" means "Document Fulfillment Services, 2930 Ramona Ave. #100, Sacramento, CA 95826."

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) September 1, 2017; or (ii) the Effective Date and expire on June 30, 2018, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

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

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

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Executive Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **\$1,095,600 (One Million, Ninety-Five Thousand, Six Hundred Dollars)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and

all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

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

3.3.5 Reserved. (LBE Payment and Utilization Tracking System).

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

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

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

3.3.7 Grant Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix E.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data

and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4 Services and Resources

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

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

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. Contractor will not employ subcontractors..

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

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City,

upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

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

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

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

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

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

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

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.7 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's

execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor’s performance of this Agreement, including, but not limited to, Contractor’s use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either’s agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City’s costs of investigating any claims against the City.

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

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

5.2.1 Limitations. No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

5.2.2 Copyright Infringement. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

Article 6 Liability of the Parties

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

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate

in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

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

10.4.1. Personal 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.

10.4.2. Protected Social Service and Personal Health Information. Contractor, all subcontractors, and all agents and employees of Contractor and any subcontractor shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

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

10.5 **Nondiscrimination Requirements**

10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and

12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

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

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

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

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

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be

taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) and California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure).

10.13 Reserved. (Working with Minors).

10.14 Consideration of Criminal History in Hiring and Employment Decisions

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

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

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

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

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

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

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

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

Article 11 General Provisions

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

To City: Human Services Agency
David Kashani, Contract Manager
Office of Contract Management
1650 Mission St, Ste 300
San Francisco, CA 94103
David.Kashani@sfgov.org

To Contractor: Document Fulfillment Services
Eric Bambury
2930 Ramona Ave. #100

Sacramento, CA 95826
ebambury@dfsmail.com

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

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

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

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

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of

the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the

Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

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

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

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

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

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated April 28, 2016. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 MacBride And Signature

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

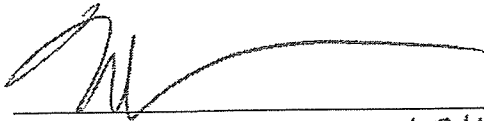
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

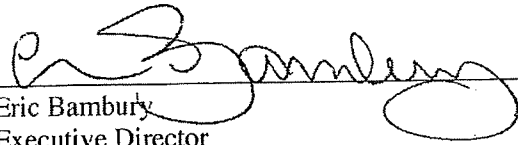
Recommended by:

**Bit California LLC, DBA
DocumentFulfillment Services**



Trent Rhorer
Executive Director
Department of Human Services

12/11/17

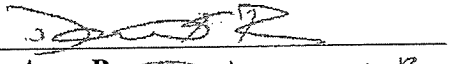


Eric Bambury
Executive Director
2930 Ramona Ave. #100
Sacramento CA 95826

Approved as to Form:

City vendor number: 69686

Dennis J. Herrera
City Attorney

By: 

Anne Pearson
Deputy City Attorney

Approved:

for 

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

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PURCHASING DEPARTMENT
September 1, 2017

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Method of Payment
- D: Federal Award Information
- E: Federal Requirements for Subcontractors

Appendix A - Services to be Provided
BIT California LLC dba Document Fulfillment Services
9/1/2017 – 6/30/2018

Purpose

To provide CalWIN Client Correspondence printing and mailing services that facilitate the receiving and processing of electronic data transmitted via secure Shell File Transfer Protocol (SFTP) from the CalWIN vendor, currently DXC Technology, in Roseville, California; and to provide a complete solution for all operations related to printing and mailing of the client correspondence including provisions for envelopes stuffing services, as well as miscellaneous jobs as requested by the county.

General Specifications

The Welfare Client Data System (WCDS) is a consortium of eighteen (18) California counties that share an automated system that determines public assistance eligibility, computes and issues benefits, and tracks the provision of public social services. WCDS developed the primary business application, CalWIN, for the member counties.

The San Francisco Human Services Agency (HSA) and fifteen (15) of the eighteen (18) counties currently contract with the same print vendor. Two counties presently act as their own print vendor.

CalWIN is the primary business application utilized by the San Francisco Human Services Agency and seventeen (17) additional California counties. The processing for all of the CalWIN counties is integrated and run by the current CalWIN vendor.

The CalWIN system produces client correspondence in batch for processing, and printed and mailed out to clients. This is the only output intended for DFS to process by this agreement. DFS is to use the most economic and efficient process to print and mail correspondence.

A daily batch cycle process is normally run five nights a week, Monday – Friday, and a merged output file for each county is produced the following day. Current CalWIN vendor transmits the data electronically by 6:00 am to DFS by secure Shell File Transfer Protocol (SFTP). An additional batch process may occasionally be run on a weekend to process special jobs. These special jobs are also sent by SFTP. In addition to the daily process jobs, a monthly job is run approximately the third week of the month to produce periodic reports and sent by secure SFTP.

Definitions

COUNTY – The City and County of San Francisco Department of Human Services; a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate.

CCSF DHSA -- The City and County of San Francisco Department of Human Services aka COUNTY

Purchasing – The City and County of San Francisco Office of Contract Administration, Contract & Purchasing Services Division of the Department of General Services

DFS -- Document Fulfillment Services, 2930 Ramona Avenue, Suite 1100, Sacramento, CA 95826

CalWIN – CalWORKs Information Network computer system developed and operated by DXC Technology (formerly Hewlett Packard) from which output will be produced for printing, merging, and mailing.

USPS – United States Postal Service

DXC Technology (Formerly Hewlett Packard) is the current vendor developing and operating CalWIN out of its Roseville, California site.

Technical Services Requirements

Under this agreement, DFS will provide a number of required items and services. The list of required products and services as triggered by the business/operational process are as follows:

1. File types received as source files for the duration of this contract include, but are not limited to, PCL5 (Printer Control Language) and PDF (Portable Document Format). If a file format is requested outside those mentioned prior, COUNTY will work with DFS to determine a mutually appropriate implementation timeline.
2. The files DFS receives are typically pre-formatted. COUNTY understands that DFS needs to modify each piece to insert objects on the document to automate the mailing process. For example, adding barcodes for tracking, key line information for internal quality control.
3. Documents may be submitted to DFS as either simplex (printing on one side) or duplex (printing on both sides). Duplex is defined as laser printing (imaging) done to both sides of a sheet. Duplex printing implies two images per sheet passing through the printer, even if toner is only applied to one side of the sheet. Duplex and simplex printing cannot be mixed. Simplex is defined as laser printing (imaging) done on the front side of a sheet. Simplex and duplex printing cannot be mixed.
4. DFS will utilize materials that are most efficient for mail automation and postage discounts based on job type. DFS will create a daily summary file of printed correspondence. The file shall contain information as selected by the COUNTY from the metadata in the batch print file. The file shall be in a mutually agreed upon file format

and be sent to the COUNTY via SFTP or placed on DFS's secure SFTP site for pickup by the COUNTY.

5. DFS or COUNTY may update transmission methods with updates in technology during the contract period. These changes must be communicated with DFS or COUNTY as quickly as possible, preferably prior to, but no later than 10 business days after changes occur.
6. DFS shall charge the correct postage amount and also apply the date of mailing to each mail piece based on the weight and agreed upon USPS automation rate category. USPS will periodically change postage amounts and automation rate categories; upon USPS implementation dates, DFS shall apply the new postage amounts to each mail piece based on the weight and agreed upon USPS automation rate categories.
 - a. DFS shall apply postage using a meter or permit and apply the date of mailing on the envelope; DFS shall be reimbursed for meter or permit postage mail at the 3-digit, AADC automation rate, or similar rate. If USPS postage rate categories change in the future, DFS and COUNTY will work together to determine the closest postage rate category to the current category. Postal permit numbers supplied by the individual COUNTY are used for all return envelopes.
 - b. The most current automation postage rates are located at <https://pe.usps.com>. It is understood that as USPS postal rates change, the postage rates for this contract will also change and will be located at the referenced website.

7. Inserts

- a. Offline Inserts shall be defined as correspondence previously printed and folded with the intention of being placed in an envelope as the completed product is being inserted. This will be charged as an insert by machine charge.
- b. Offline Pre-Printed Inserts shall be defined where DFS performs the printing of the insert prior, and separately inserts the document into the completed product. This will be charged at the per image pricing for printing, plus the "insert by machine" fee as referenced in Appendix B.
- c. Inline Inserts shall be defined as correspondence that is printed Inline with, and as a part of, the CalWIN documents. This will be charged the per image pricing for printing only.
- d. Minimum Requirement for Inserts

Most correspondence will be printed on 8.5" X 11" plain white 20# paper stock. The text may be of varying length, printed on both sides of the paper, and possibly ten or more pages. Page size can be no smaller than 8.5" X 11" and no larger than 8.5" by 14". A standard piece (two pages, mailing and return envelopes), without additional inserts, should weigh only slightly more than 1/2-ounce. Documents of varying sizes may need to be inserted into the same envelope. Paper should be close to 20# stock,

OCR readable with recycled content. "Printed on recycled paper" shall be printed on all recycled-content paper and envelopes. Mailing envelopes should include pre-printed return address, postal indicia and glassine address windows. County specified TDD/TTY phone number or a similar number shall be visible on the front side of the outgoing envelope whether it is printed on the envelope itself or shows through the glassine address window.

- e. There are also once monthly print jobs that create renewal packets for several Social Services programs. These packets may contain between 50 and 100 images each. These are usually mailed in a 9"x12" envelope with a 6.5"x 9.5" return envelope.
8. The price per image for printing and mailing for each year must include the cost of materials (paper, envelopes, etc.) and cost of processing (pickup/courier service, receiving and batching data, printing, folding, inserting, presorting, delivery to the United States Postal Service [USPS], etc.). The price per image will equal to processing and printing one-side of a printed page, and one (1) each outgoing and remit envelope per completed mail piece. The price per image will be subjected to sales tax at the rate where it is produced.
9. Service Levels - Jobs are to be broken into three (3) Service Level Categories
 - a. Daily – Files of this type must be received for mailing services by DFS no later than 6 AM Pacific Time for same day mailing.
 - b. Monthly or Periodic – The COUNTY may, from time to time, submit print files for processing but expect DFS to refrain from mailing until a date in the future.
 - c. Special – These jobs are for any type of mailing not defined above. The requests for this type of job will be made in writing from the COUNTY to DFS. DFS will attach the request as source documentation when invoicing.
 - d. COUNTY understands that mailing does not occur when the United States Post Office is closed, nor is mailing performed on any Federal holidays.
10. Quality control measures
Quality Control must be inherent in the process. Duplicated, missing and misprinted documents and inserts and other errors must be identified and remedied before mailing. Mail must be in the hands of the USPS that night for next day mailing. Any errors or variation must be reported to the COUNTY immediately. A report including the date and time items were mailed, the unique batch identifier, the number of documents printed, items mailed, inserts included, and postage used will be sent to each county daily at the completion of the process.

11. Automated Processes and Tracking

- a. Errors not remedied by DFS's quality control, involving 100 or more pieces from a single mailing, will incur a penalty credit in favor of the COUNTY in the amount of \$.05 per letter plus reimbursement of any printing and postage paid by the COUNTY for the subject pieces. This will include client correspondence mailed after the target mailing date.
- b. DFS must be USPS CASS certified to ensure address cleansing and correction capability, and comply with the Intelligent Mail Barcode requirements. Letters shall be bar-coded and sorted for the best carrier route and delivery point available to maximize postage rate discounts.

12. Miscellaneous

There will be circumstances in which special print, mailing, and document processing jobs will be needed by COUNTY that are not defined in this scope of services. These requests will be made in writing by the COUNTY to the DFS. DFS will include these written requests when invoicing for the services, based on agreed upon costs.

13. Meeting Industry Standards

DFS shall meet related industry standards when providing services outlined in this scope of services in the following areas, but not limited to, receiving data and processing for USPS, mail piece specifications, letter size and weight of standard letter with envelopes, and reading and processing of the current CalWIN vendor original source files.

Record Keeping and Reporting

- A. Additional documentation supporting all expenses to DHA are required to be presented in a mutually agreed upon file format and shall include, but is not limited to, reconciled counts of the following by work order, by day, and by month:
 - a. Printed images
 - b. Mail pieces mailed
 - c. Electronically processed documents (e.g., P.O. Box 1532)
 - d. Added materials
 - 1. Medi-Cal recertification (RRR) packets
 - 2. Any other county-specified materials
 - e. Voter registration forms
 - f. Other collateral material such as Notice of Language inserts, color flyers, etc.
- B. Additional documentation supporting all postage-related expenses to DHA are required to be presented in a mutually agreed upon file format and shall include, but is not limited to, the following detail for each mail piece by work order, by day, and by month:
 - a. Type of postage as indicated by the current United States Postal Service Price List
 - b. Rate per piece
 - c. Weight
 - d. Pieces/Quantity
 - e. Total Charged Amount.

- C. DFS's records relating to this agreement will be made available upon request for inspection by the COUNTY.
- D. DFS shall maintain five years of back up material for all expenses submitted for reimbursement on the electronic claim form.
- E. DFS shall retain source files and output data for 90 days from file submission from the current CalWIN vendor.

Evaluation

The COUNTY may at any time, evaluate this program. Adequate notice shall be given to DFS of such action, and DFS shall be given opportunities to participate and respond in the evaluation process.

Appendix B – Calculation of Charges

I. Contractor shall be paid according to the following fee schedule.

• Average of 6,500,000 images per year @ \$0.0426 per image	= \$276,900
• Additional handling costs including additional inserts, address corrections and other related expenses	= \$138,100
• Postage on the envelope over the 12-month period	= \$581,000
Total 12-month period	= \$996,000

Pricing Printing and Mailing Table:

Budget Items	Unit Price
Laser Printing	\$0.0426
Additional Inserts by Machine Per 1,000 (shall include folding and inserting)	\$5.000
Additional Inserts by Hand Per 1,000 (shall include folding and inserting)	\$20.00
IT Changes - Enhancements per hour	\$85.00
Address Correction, Mail Forwarding, and a return file of address changes as a County option	\$0.02
Letter Size Postage (AADC) per mail piece	\$0.403
Flat Size Postage (3 digit) per mail piece	\$1.65

II. Budget

The annual budget is estimated at **\$996,000 with 10% contingency for a total amount not to exceed of \$1,095,600**. Contract is partially funded with Federal dollars, CFDA # 93.778

Appendix C – Method of Payment

- I. In accordance with Section 3.3 of the Contract Agreement, payments shall be made for the unit of service rate incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 3.3 Compensation of the Agreement.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>

Contractor may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Contractor must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Contractor shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the period of service, unless otherwise specified.
 - A. The contractor will submit a monthly invoice detailing **units of service** and amount charged. The contractor will maintain a record describing units of service and activities provided.
 - B. All charges incurred under this agreement shall be due and payable only after services have been rendered, and in no case in advance of such services.
 - C. Invoices from subcontractors (if any) for the period of service must be submitted regardless of dollar amount. If requested by SFHSA, supporting documentation must be uploaded into CARBON and submitted along with the invoice.
 - D. Contractor shall supply additional specific supporting documentation when requested by SFHSA. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.
- VI. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 10 business days after receipt of the invoice and all billing information set forth above submitted via CARBON.
- VII. Contractor understands that, of the maximum dollar obligation listed in Section 3.3 of this Agreement, **\$99,600 (Ninety-Nine Thousand, Six Hundred Dollars)** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a written modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of

Appendix B, which has been approved by Contract Manager. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Human Services Agency laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

- VIII. Timely Submission of Reports – If reports/documents are required, Contractor shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of contract payments.

Appendix D - Federal Award Information for Subrecipients

Subrecipient	CFDA Title	Other Name of awarding agency	Reporting and awarding Federal Prime Award Numbers and Award Periods	Known Federal Award Date	Uniform Guidance Effective Date (if applicable)	From Federal to (CFDA) (if applicable)	From State and other (CFDA) Award Beginning Information and Award Period	General award amount Actual (and Anticipated) Development Award?
CalWIN contracts (Cornerstone Technology Partners, Document Fulfillment Services, Xerox, Elec Data Sys (HIP))	Medical Assistance Program and others	Medi-Cal and others	Department of Health and Human Services					

Appendix E

Federal Requirements: Provisions for All Federal Funds Subcontracts and Matching Funds to Federal Funds

I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Grant Amendment, and Professional Services Agreement documents.

A. City means the City and County of San Francisco.

B. Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Contracts, as opposed to Subawards (to Subrecipients), include but are not limited that to a Contractor

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the contract
- ii. Does not determine client eligibility for the federal program
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program. In contrast, the City passes through responsibility for administering all or part of a Federal program to a Subrecipient.
- iv. See 2 CFR §200.330 for more guidance.

C. Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

Contractor shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal awarding agency or in the Grant Program Guidelines, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this contract.

III. Procurement Compliance (2 CFR §200.318 through .326)

A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following

1. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding

acquisition of duplicative items; awarding contracts only to responsible contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; and maintaining records sufficient to detail the history of procurements.

2. Providing full and open competition as per 2 CFR § 200.319

3. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

IV. Cost Principles Compliance *(2 CFR §200 Subpart E)*

Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this agreement with the City.

V. Equal Employment Opportunity Compliance *(applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR §200 Appendix II(c))*

A. Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

VI. Davis-Bacon Act Compliance *(applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

VII. Copeland Anti-Kickback Act Compliance *(applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. Contract Work Hours and Safety Standards *(applicable to all contracts awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e))*

A. **Compliance:** Contractor agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

- B. Overtime:** No Contractor or Subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

IX. Debarment and Suspension *(applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(h))*

- A. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its Third Party Subcontractors shall enter into any Third Party Subcontracts for any of the work under this Agreement with a Third Party Subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR §180.220.
- B. Contractor and Third Party Contractors can meet this requirement with lower level contractors by requiring they sign a certification to its effect and by checking those

contractors' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

X. Byrd Anti-Lobbying Requirements (*applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(i) and by inclusion, 45 CFR Part 93*)

- A. **Subcontractor hereby certifies**, to the best of his or her knowledge and belief, that
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by section 1352, title 31, U.S. Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XI. Procurement of Recovered Materials (*applicable to all contracts and subcontracts for the procurement of recovered materials; 2 CFR §200 Appendix II(h) and 2 CFR §200.322*)

Contractor agrees to comply with all applicable standards, orders, or requirements issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as supplemented by the Environmental Protection Agency regulations (40 CFR Part 247).

XII. Incorporation of Uniform Administrative Requirements

- A. The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.
- B. Further, all provisions of each Federal awarding agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.
- i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
 - ii. US Department of Housing and Urban Development: (no exceptions or additions)
 - iii. US Department of Education: (no exceptions).
 - iv. US Department of Agriculture: 2 CFR Part 400

XIII. Inclusion of Federal Requirements in Third Party Subcontracts

The Subrecipient agrees to include all of the above clauses in each Third Party Subcontract financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSSDept. Code: DSSType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Services that support all of the programs under the Human Services AgencyFunding Source: County, State and FederalPSC Amount: \$25,415,000PSC Est. Start Date: 07/01/2009 PSC Est. End Date continued**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Services in support of the Agency include the following legal services such as process service, arbitration, Fair Hearing Officer services, and other specialized legal services not provided by the City Attorney, courier service, fiscal intermediary, credit checks, equipment maintenance and repairs, property management services, on-demand and supplemental translation and interpretation services, media and communications services including outreach to targeted populations served by the Agency, grant writing, program planning and evaluation, technical writing, environmental and industrial assessment services including ergonomics, mediation and dispute resolutions services, substance abuse compliance monitoring testing and paternity testing, criminal background checks, security services, population surveys, management information services, time study information system, business process mapping, one time document imaging conversion projects for archiving and transition to paperless system technology solutions for agency operations, off hours transportation services and specialized transportation including health and safety transportation and shuttle service.

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

These services are required to process client and court mandated information, and are necessary for the day to day operation of the Agency. Without these services, operations would be interrupted and the Agency could not fulfill welfare and institutions code compliance.

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

PSC# 2000-05/06

D. Will the contract(s) be renewed?

Yes, based upon funding, performance and procurement

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

PSC'S dates as continuous until further revoked by the Civil Service Commission.

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

B. Explain the qualifying circumstances:

Work is performed 24 hours a day, seven days a week. These services are often crisis driven, do not involve predictable tasks and serve fluctuating and transient populations

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: legal services including process service, mediation, arbitration, Fair Hearing Officer services, and other specialized legal services not provided by the City Attorney, courier service, fiscal intermediary, credit checks, equipment maintenance and repairs, property management services including pre-move inspections and survey of conditions, records management (i.e. recycling, shredding, destruction, removal, document imaging), translation, media and communications services including outreach to targeted populations served by the Agency, grant writing, program planning and evaluation, technical writing, environmental and industrial assessment services including ergonomics, mediation and counseling services, security services, substance abuse monitoring and paternity testing, criminal background checks, population surveys, transportation services, management information services, time study services, business process mapping, technology solutions for agency operations.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 6139, Senior Industrial Hygienist; 8106, Legal Process Clerk;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provided facilities and equipment to perform the services

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

Under the human service commission it has been determined that the best practice is to provide services through community based organization.

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

- A. Explain why civil service classes are not applicable.
These are very specialized services. There are no current civil services classification to provided theses 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, it would not be practical to create a new class because of the immediate, short-term and on demand need for these 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.
Yes. Fraud detection, contract development and management, child welfare training, , employee development, civil rights training, sexual harassment training, program specific and operational trainings, staff development Hours vary based upon course curriculum, 2-4 hours per session. • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. Occupations vary depending upon course curriculum 20-30 participants per training
- C. Are there legal mandates requiring the use of contractual services?
Yes. Court mandated substance abuse monitoring and paternity testing
- 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.
Yes. Board of Supervisors, ordinance 185-95
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. Multiple contractors under PSC

7. Union Notification: On none, the Department notified the following employee organizations of this PSC/RFP request:
no unions notified

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

Name: David Curto Phone: 415-557-5581 Email: david.curto@sfgov.org

Address: 1650 Mission Street Suite 300 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2006-08/09

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Civil Service Commission Action:

continued - 06/16/2014

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Information Technology System Solutions

Funding Source: County, State, Federal

PSC Amount: \$26,000,000

PSC Est. Start Date: 07/01/2018 PSC Est. End Date 06/30/2023

1. Description of Work

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

Services are for the design, access, and support of information technology system solutions for the Human Services Agency. Information technology system solutions are defined as technology based systems that assist the HSA staff and clients by providing Database Applications; Client Management Software; Management Information Systems; Client Assessment Systems; Program Evaluation Systems; Program Assessment Systems ; IT System Consulting; Cloud Services; Transportation Management/Scheduling Software; Website Creation & Content Development Applications; and other ancillary services including training, technical support, installations, and upgrades of HSA's information technology system solutions.

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

These services are required to process and manage client and court mandated information, and are necessary for the day to day operation of the Agency. Without these services, operations would be interrupted and the Agency could not fulfill welfare and institutions code compliance.

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

Services were previously approved through PSC 2006-08/09.

D. Will the contract(s) be renewed?

Yes, based upon funding, performance and procurement.

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.

Generally, the HSA issues solicitations and contracts for an initial 3 year period with an option to renew for an additional 2 years depending on performance, need, and fund availability.

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.

Other (be specific and attach any relevant supporting documents):

REASON FOR CHECKING OTHER:

This PSC is being created to divide the HSA's previous grouped supportive services PSC in to a more definitive IT system services PSC. We are narrowing the focus of existing PSCs for existing contracts.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Creating IT based supportive systems is a very specialized service in programming and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system and compliance mandates. These tend to be proprietary business solutions that have been previously developed and are used by multiple agencies across many states and counties.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

These services are highly specialized and mostly proprietary business solutions that are used by multiple agencies across many states and counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system.

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

- A. Explain why civil service classes are not applicable.
These services are mostly proprietary business solutions that are used by multiple agencies across many states and counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the system.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No as the work needed would need to span and coordinate with multiple municipalities and/or the project is highly specialized and would best to be performed by an independent organization that has specific expertise with similar projects.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. Training is on the use of the final product for end-users. These are mostly online or in-application but can be intermittently on-site a few times per year as needed. End-users are HSA staff and others who work directly with HSA clients to through contracted services and programs.
- 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.
Yes.
- 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 01/24/2018, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; 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: John Tsutakawa Phone: 415-557-6299 Email: john.tsutakawa@sfgov.org

Address: 1650 Mission St #300 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43367 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Tsutakawa, John (HSA); sarah.wilson@seiu1021.org; peter.masiak@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, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David (HSA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43367 - 17/18
Date: Wednesday, January 24, 2018 9:04:32 AM

RECEIPT for Union Notification for PSC 43367 - 17/18 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 43367 - 17/18 for \$26,000,000 for Initial Request services for the period 07/01/2018 – 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10459> 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
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
JUMP Technology Services**

This Agreement is made this 1st day of October, 2017, in the City and County of San Francisco, State of California, by and between JUMP Technology Services, 200 Russell M Perry Ave, Oklahoma City OK 73104 ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Human Services Agency ("Department") wishes to contract for a comprehensive data management and reporting system that will include intake, case management, and data analysis tools for Adult Protective Services (APS) ; and,

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 2006-08/09 on August 15, 2016;

WHEREAS, the Contract is funded with Federal dollars, CFDA # 93.0441; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and San Francisco Human Services Agency."

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

1.4 "Contractor" or "Consultant" means JUMP Technology Services, 200 Russell M Perry Ave, Oklahoma City OK 73104.

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) October 1, 2017; or (ii) the Effective Date and expire on June 30, 2020, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

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

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

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

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Executive Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$451,935 (Four Hundred Fifty-One Thousand, Nine Hundred Thirty-Five Dollars). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice

number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

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

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

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

3.3.7 Grant Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix D & E,

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

shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4 Services and Resources

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

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

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Contractor will not employ subcontractors.

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

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor.

Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the

preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
 - (i) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information

or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(ii) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(iii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

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

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

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

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

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

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.7 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

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

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

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

5.2.1 **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

5.2.2 **Copyright Infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

(c) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts terminated. Upon such assignment,

City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

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

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final

invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

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

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other

debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

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

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

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

8.4 Rights and Duties upon Termination or Expiration.

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California;

			Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by

reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at www.sfgov.org under "Government."

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

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

10.4 Nondisclosure of Private, Proprietary or Confidential Information.

10.4.1. Personal 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.

10.4.2. Protected Social Service and Personal Health Information. Contractor, all subcontractors, and all agents and employees of Contractor and any subcontractor shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

10.4.3. Proprietary and Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or

controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

10.5 Nondiscrimination Requirements

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

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

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

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

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

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

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) and California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure).

10.13 Reserved. (Working with Minors).

10.14 Consideration of Criminal History in Hiring and Employment Decisions

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

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

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

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

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

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

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

Article 11 General Provisions

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

To City: Human Services Agency
 David Kashani, Contract Manager
 Office of Contract Management
 1650 Mission St, Ste 300
 San Francisco, CA 94103

David.Kashani@sfgov.org

To Contractor: JUMP Technology Services
Denise Brinkmeyer
200 Russell M Perry Ave
Oklahoma City OK 73104
denise.brinkmeyer@jumpfaster.com

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

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

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

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

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its

right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee.

This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

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

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

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

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

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement.

Article 12 MacBride And Signature

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


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

CITY

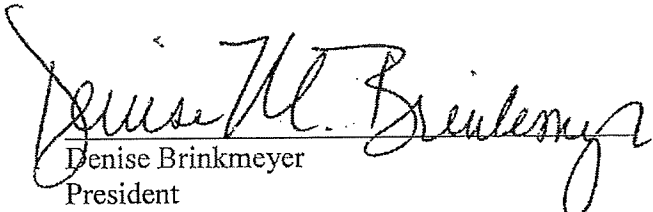
CONTRACTOR

Recommended by:

JUMP Technology Services



Trent Rhorer
Executive Director
Department of Human Services
10/26/17

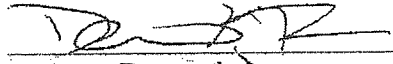


Denise Brinkmeyer
President
200 Russell M Perry Ave
Oklahoma City OK 73104
denise.brinkmeyer@jumpfaster.com

Approved as to Form:

City vendor number: 100229


Dennis J. Herrera
City Attorney

By: 

Anne Pearson David K Pies
Deputy City Attorney

RECEIVED
17 OCT 26 PM 9:15
PURCHASING DEPARTMENT

Approved:

for 

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

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Method of Payment
- D: Federal Requirements for Subcontractors

Appendix A – Services to be Provided
JUMP
APS Data Management and Reporting System
October 1, 2017 –June 30, 2020

I. Purpose of Contract (JUMP Technology)

The Adult Protective Services (APS) program within the Department of Aging and Adult Services (DAAS) of the San Francisco Human Services Agency (SFHSA) will contract with JUMP Technology for a comprehensive data management and reporting system that will include intake, case management, and data analysis tools (also known as LEAPS).

II. Definitions

HSA	Human Services Agency of City and County of San Francisco
DAAS	Department of Aging and Adult Services
APS	Adult Protective Services
LEAPS	An APS Data Management and Reporting System
Contractor	JUMP Technology

III. User Roles

APS Protective Services Worker; APS Protective Services Supervisor; APS Protective Services Program Director; APS Protective Services After Hours Worker; Centralized Intake Worker; Centralized Intake Supervisor; HSA IT

IV. Description of Services (JUMP Technology)

A. Contractor shall provide a custom data management and reporting system for DAAS that meets state of California’s APS mandates and program guidelines. Contractor shall provide responsive, high quality, customer service and demonstrate the ability to respond to APS program growth, evolving program level needs, and the continued ability to meet new state and federal APS requirements in a timely fashion.

B. Contractor shall provide license and hosting for 100 to 125 users of differing roles. Contractor shall provide a reliable, user-friendly, web-based application that can be accessed from mobile platforms and 24-hour access. Contractor shall work with APS to design a client tracking system that captures a wide range of demographic data regarding Reporting Parties, APS clients, and

Collateral Contacts. Among other demographic questions, the data tracking system shall include features to capture gender identity and sexual orientation of APS clients, in alignment with citywide recommendations regarding these two data points.

- C. The data management and reporting system shall provide efficient intake functionality that promotes a structured interview focused on determining a variable response time. The system shall have a user-friendly case management and case tracking system that includes diverse case and client level search features.
- D. The data management and reporting system shall contain a bio-psychosocial assessment feature that is based on sound social work practice or the Contractor shall work with APS to design such a feature. The system shall contain a service planning features that provides for detailed intervention tracking and reporting. The data management and reporting system will provide features to manage and track expenditures related to the APS Special Payment Fund.
- E. The data management and reporting system shall contain features to improve user level compliance with APS state requirements, including but not limited to a system to inform APS Protective Services Workers and APS Protective Services Supervisors about overdue casework, as well as user level features to provide for effective case assignment of new reports and cases.
- F. The Contractor shall work with APS to integrate an evidence-based Risk Assessment Tool as well as additional outcomes-based tools focused on improving APS casework as needed and as appropriate.
- G. The Contractor shall provide custom reporting services upon request by APS. The data management and reporting system shall contain a range of developed reports that allow for management tracking of compliance metrics on an individual, unit, and aggregate level basis; monitoring of APS client demographics; Caseload and reports monitoring; and Outcomes based reports.
- H. The data system shall include disaster preparedness features that will enable APS staff to access and prioritize client data in the event of an emergency.

Licensing and Maintenance (JUMP Technology)

Contractor will provide licensing, hosting, and maintenance of the APS data management and reporting system. Services shall include, but are not limited to platform licensing, data center operations, secure hosting of the data, all software and licenses required for hosting, maintenance of hardware, application monitoring, regular backups and recovery functionality, error correction, and browser compatibility testing. Contractor shall maintain current and up to date

software and security on those systems. Contractor will accommodate unexpected and planned growth in licensure rates by APS.

User Support (JUMP Technology)

Contractor will provide online chat support for end user training issues as well as an online portal for submitting requests for support (M-F 8am to 5pm). HSA staff and vendors may submit an unlimited number of support requests. User support staff shall have a sufficient understanding of the APS data management and reporting system to be able to field support calls, assist users, and if necessary, guide them on how to use the system. Contractor will respond to requests within 1 business day. Contractor will provide two after-hours emergency phone numbers for system issues.

V. Location and Time of Services (JUMP Technology)

APS data management and reporting system shall be available as a secure internet-based web portal to any authorized user with access over the internet, accessible twenty four (24) hours per day, seven (7) days per week, with the exception of scheduled maintenance periods posted on the site at least three days in advance, and a total maximum of 24 hours of unscheduled unavailability per year. If the service becomes unavailable to users, other than for scheduled maintenance, Contractor shall notify the HSA Contracts Staff regarding such unavailability within one hour of discovery of such unavailability.

VI. Other License Restrictions (JUMP Technology)

None.

VII. City's Right to Access to Source Code and Database

City does not have the right to access the application source code.

City owns and has secure access to data in the SQL Server database and in the Business Objects data warehouse. All data entered or uploaded by HSA or HSA's providers shall remain property of HSA. Contractor shall have no rights or privileges to database content, other than as required to implement contracted services and for the purpose of training, support and maintenance.

Contractor shall provide a copy of HSA's data upon request or termination of contract, through a mutually agreed upon secure electronic format, within one week of such notice. In addition, Contractor shall, in good faith, facilitate such transfer and importation of such data into another system.

VIII. Deliverables (JUMP Technology)

- A. Contractor will respond to requests within 1 business day
- B. The contracted application will have no more than 24 hours of unscheduled unavailability per year.
- C. Contractor will maintain current and up to date software and security updates.

- D. Contractor will conduct post-training surveys and will show that a minimum 75% of respondents found the training satisfactory and adequate.

IX. Reporting Requirements (JUMP Technology)

- A. Contractor will provide Monthly Status Reports that detail the services provided, the staff providing the service, the number of hours provided, and the dates of service provided. The Monthly Status Reports are due 15 days after the end of the month and are required to accompany invoices for payment. Invoices are to be submitted in the CARBON database.
- B. Contractor will enter quarterly metrics in the CARBON database by the 15th of the following month. The reports shall state the following:
- Progress of completing tasks / milestones
 - Any issues and challenges experienced

Appendix B (JUMP) – Calculation of Charges

JUMP Technology
 APS Data Management and Reporting System
 October 1, 2017 – June 30, 2020

Item No.	Description	Units	Price	Extended	FY 17-18	FY 18-19	FY19-20	FY 17-20
1	LEAPS Hosting and Support: 100 – 125 Users (4 quarterly payments in advance)	4	\$22,500	\$90,000	\$90,000	\$90,000	\$90,000	\$270,000
2	Upgrade and enhancement budget: 200 hours block time to be utilized at county request	200	\$90	\$18,000	\$18,000	\$18,000	\$18,000	\$54,000
3	Weekly Database Backup via FTPS: SQL Server .bak	12	\$700	\$8,400	\$8,400	\$8,400	\$8,400	\$25,200
4	Web based new user training	25	\$450	\$11,250	\$11,250	\$11,250	\$11,250	\$33,750
5	LEAPS On Site Training per day up to 30 users	4	\$2200	\$8,800	\$8,800	\$8,800	\$8,800	\$26,400
6	Travel reimbursement	5	\$100	\$500	\$500	\$500	\$500	\$1,500
	Totals			\$136,950	\$136,950	\$136,950	\$136,950	\$410,850

I. Budget
 The annual budget is estimated at **\$136,950**. The 3-year budget under this agreement is **\$410,850 with 10% contingency for a total amount not to exceed of \$451,935**. Contract is funded with \$53,410 Federal dollars, CFDA # 93.041.

Appendix C – Method of Payment

- I. In accordance with Section 3.3 of the Contract Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 3.3.1 Compensation of the Agreement.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) system at: <https://contracts.sfhsa.org>

Contractor may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Contractor must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Contractor shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Contractor's proposal and specified in the contract.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved contract budget or modification)
 2. Expenses for invoice period
 3. Expenses year-to-date
 4. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 7. Program income when specified in the contract agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
 - E. With written approval from SFHSA Program/Contract Manager, Contractor may adjust items within the existing budget of the contract in accordance with SFHSA Office of Contract Management Policy for Budget Line Item Revisions.
 - F. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Contractor must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. Documentation shall include, but not be limited to, printout from the General Ledger of expenses and payroll records, and invoices from subcontractors (if

any) for the period of service regardless of dollar amount. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Contractor's accounting system
- For any non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Contractor shall supply back-up documentation in the form of a paid invoice(s).
- SFHSA shall pre-approve all non-reoccurring expenditures, in writing.
- Indirect costs shall not be applied to non-reoccurring expenses.

- VI. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 10 business days after receipt of the invoice and all billing information set forth above submitted via CARBON.
- VII. Within 45 days after the end of the contract period, Contractor shall submit a final report reflecting actual expenditures, which will be supported by the Contractor's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- VIII. Advances or prepayments are allowable in order to meet the Contractor's cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Contractor upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized contract award, or as mutually agreed upon. The advanced sum shall be deducted from the Contractor's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month contract, the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the contract is certified, the Contractor, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
2. The Contractor shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
3. Final invoice from the preceding fiscal year must be received prior to advance distribution.

- IX. Timely Submission of Reports – If reports/documents are required, Contractor shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in the CARBON system by specified deadlines may result in withholding of contract payments.

Appendix D

Federal Requirements: Provisions for All Federal Funds Subcontracts and Matching Funds to Federal Funds

I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Grant Amendment, and Professional Services Agreement documents.

A. City means the City and County of San Francisco.

B. Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Contracts, as opposed to Subawards (to Subrecipients), include but are not limited that to a Contractor

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the contract
- ii. Does not determine client eligibility for the federal program
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program. In contrast, the City passes through responsibility for administering all or part of a Federal program to a Subrecipient.
- iv. See 2 CFR §200.330 for more guidance.

C. Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

Contractor shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal awarding agency or in the Grant Program Guidelines, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this contract.

III. Procurement Compliance (2 CFR §200.318 through .326)

A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following

1. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding

acquisition of duplicative items; awarding contracts only to responsible contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; and maintaining records sufficient to detail the history of procurements.

2. Providing full and open competition as per 2 CFR § 200.319

3. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

IV. Cost Principles Compliance *(2 CFR §200 Subpart E)*

Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this agreement with the City.

V. Equal Employment Opportunity Compliance *(applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR §200 Appendix II(c))*

A. Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

VI. Davis-Bacon Act Compliance *(applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

VII. Copeland Anti-Kickback Act Compliance *(applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d))*

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. Contract Work Hours and Safety Standards *(applicable to all contracts awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e))*

A. **Compliance:** Contractor agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

- B. Overtime:** No Contractor or Subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

IX. Debarment and Suspension (*applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(h)*)

- A. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its Third Party Subcontractors shall enter into any Third Party Subcontracts for any of the work under this Agreement with a Third Party Subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR §180.220.
- B. Contractor and Third Party Contractors can meet this requirement with lower level contractors by requiring they sign a certification to its effect and by checking those

contractors' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

X. Byrd Anti-Lobbying Requirements (*applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(i) and by inclusion, 45 CFR Part 93*)

- A. **Subcontractor hereby certifies**, to the best of his or her knowledge and belief, that
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by section 1352, title 31, U.S. Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XI. Procurement of Recovered Materials (*applicable to all contracts and subcontracts for the procurement of recovered materials; 2 CFR §200 Appendix II(h) and 2 CFR §200.322*)

Contractor agrees to comply with all applicable standards, orders, or requirements issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as supplemented by the Environmental Protection Agency regulations (40 CFR Part 247).

XII. Incorporation of Uniform Administrative Requirements

- A. The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.
- B. Further, all provisions of each Federal awarding agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.
- i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
 - ii. US Department of Housing and Urban Development: (no exceptions or additions)
 - iii. US Department of Education: (no exceptions).
 - iv. US Department of Agriculture: 2 CFR Part 400

XIII. Inclusion of Federal Requirements in Third Party Subcontracts

The Subrecipient agrees to include all of the above clauses in each Third Party Subcontract financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
PATRICK MULLIGAN, DIRECTOR



Health Care Accountability Ordinance (HCAO) Declaration

What the Ordinance Requires. The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent or subsidiaries.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

Effect on City Contracting. For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO:

The Purpose of This Declaration. By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

To obtain more information regarding the HCAO, Visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-7903.

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261
Email: vendor.file.support@sfgov.org

Declaration

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Denise M. Brinkmeyer
Signature
DENISE M. BRINKMEYER

9/21/2017
Date

Print Name
known)

100229
City Vendor Number (if

JUMP TECHNOLOGY SERVICES 918 624 5867
Company Name Phone

73-1587631
Federal Employer ID #

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
PATRICK MULLIGAN, DIRECTOR



Minimum Compensation Ordinance (MCO) Declaration

What the Ordinance does. The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least \$25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

Effect on City contracting. For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only if** the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

What this form does. If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at: MCO@sfgov.org, (3) Phone us at (415) 554-7903.

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261
Email: vendor.file.support@sfgov.org

Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Denise M. Brinkmeyer
Signature

9/21/2017
Date

DENISE M. BRINKMEYER
Print Name

100229
City Vendor Number (if known)

JUMP TECHNOLOGY SERVICES (918) 624 5867
Company Name Phone

73-1587631
Federal Employer ID #



FORM 3: CMD NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the CMD may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____

Denise M. Brinkmeyer

Denise M. Brinkmeyer

JUMP Technology Services

President

200 Russell M. Perry Ave Oklahoma City, OK 73101

73-1587631

09-21-2017

City and County of San Francisco



Edwin M. Lee, Mayor

First Source Hiring Program

Office of Economic and Workforce Development
Workforce Development Division

NON-CONSTRUCTION FIRST SOURCE EMPLOYER'S PROJECTION OF ENTRY LEVEL POSITIONS

By signing this form, employers agree to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code. As an indication of good faith efforts to comply with First Source, the Employer must fill out this form at commencement of contract/tax year to indicate:

- For a Tenant/Sub-tenant, the number of Entry Level Positions in the company that are currently filled and those that are currently available on premises leased by the City of San Francisco.
- For the successful Developer, Contractor, or Subcontractor, Entry Level Positions that are currently filled and those that will be available during construction work.
- For a tenant of a private commercial project that falls under Chapter 83 provisions of the City Administrative Code, the number of Entry Level Positions that are currently filled and those that will be available within the lease holding business at project address.
- For companies applying for the Biotech Payroll Tax Exclusion and Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion, the number of Entry Level Positions that are currently filled and those that will be available in the current tax year.
- For a successful organization awarded a City contract in excess of \$50,000, the number of Entry Level Positions that are currently filled and those that will be available within the business or non-profit organization.
- If positions listed are subject to collective bargaining agreements.

Note: If an Entry Level Position becomes available during the term of the lease and/or contract, Employer must notify the First Source Hiring Administration.

Entry Level Position means a non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation.

Type of Employer (check one):

- | | |
|--|--|
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Subtenant |
| <input type="checkbox"/> Developer | <input type="checkbox"/> Biotech Payroll Tax Exclusion applicant |
| <input checked="" type="checkbox"/> Contractor | <input type="checkbox"/> "Scene in San Francisco" Rebate applicant |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Tech |
| <input type="checkbox"/> Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion applicant | |

Identify Project or Construction Project (if applicable):

Name of Employer: JUMP TECHNOLOGY SERVICES
 Street Address: 200 RUSSELL M. PERRY AVE
 City: Oklahoma City 73104
 Telephone: 9186245867 Fax: _____

City Department (if Contract or Lease): _____

Contact Person: _____

State: _____

Zip: _____

Email: _____

Signature of authorized employer representative

[Handwritten Signature]

9/21/2017
Date

Entry-Level Position Title	Number Currently Filled	Number Currently Available	Number Projected to Become Available in the next 6 Months	Estimated Date of Next Available Position
<u>None</u>				

Please fax, email, or mail this form SIGNED to:

Attn: Business Services
 Office of Economic and Workforce Development
 1 South Van Ness Avenue, 5th Floor
 San Francisco, CA 94103
 Business.Services@sfgov.org
 Tel: 415-701-4848
 Fax: 415-701-4897



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSSDept. Code: DSSType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Services that support all of the programs under the Human Services AgencyFunding Source: County, State and FederalPSC Amount: \$25,415,000PSC Est. Start Date: 07/01/2009PSC Est. End Date continued**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Services in support of the Agency include the following legal services such as process service, arbitration, Fair Hearing Officer services, and other specialized legal services not provided by the City Attorney, courier service, fiscal intermediary, credit checks, equipment maintenance and repairs, property management services, on-demand and supplemental translation and interpretation services, media and communications services including outreach to targeted populations served by the Agency, grant writing, program planning and evaluation, technical writing, environmental and industrial assessment services including ergonomics, mediation and dispute resolutions services, substance abuse compliance monitoring testing and paternity testing, criminal background checks, security services, population surveys, management information services, time study information system, business process mapping, one time document imaging conversion projects for archiving and transition to paperless system technology solutions for agency operations, off hours transportation services and specialized transportation including health and safety transportation and shuttle service.

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

These services are required to process client and court mandated information, and are necessary for the day to day operation of the Agency. Without these services, operations would be interrupted and the Agency could not fulfill welfare and institutions code compliance.

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

PSC# 2000-05/06

D. Will the contract(s) be renewed?

Yes, based upon funding, performance and procurement

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

PSC'S dates as continuous until further revoked by the Civil Service Commission.

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

B. Explain the qualifying circumstances:

Work is performed 24 hours a day, seven days a week. These services are often crisis driven, do not involve predictable tasks and serve fluctuating and transient populations

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: legal services including process service, mediation, arbitration, Fair Hearing Officer services, and other specialized legal services not provided by the City Attorney, courier service, fiscal intermediary, credit checks, equipment maintenance and repairs, property management services including pre-move inspections and survey of conditions, records management (i.e. recycling, shredding, destruction, removal, document imaging), translation, media and communications services including outreach to targeted populations served by the Agency, grant writing, program planning and evaluation, technical writing, environmental and industrial assessment services including ergonomics, mediation and counseling services, security services, substance abuse monitoring and paternity testing, criminal background checks, population surveys, transportation services, management information services, time study services, business process mapping, technology solutions for agency operations.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 6139, Senior Industrial Hygienist; 8106, Legal Process Clerk;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provided facilities and equipment to perform the services

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

Under the human service commission it has been determined that the best practice is to provide services through community based organization.

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

- A. Explain why civil service classes are not applicable.
These are very specialized services. There are no current civil services classification to provided theses 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, it would not be practical to create a new class because of the immediate, short-term and on demand need for these 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.
Yes. Fraud detection, contract development and management, child welfare training, , employee development, civil rights training, sexual harassment training, program specific and operational trainings, staff development Hours vary based upon course curriculum, 2-4 hours per session. • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. Occupations vary depending upon course curriculum 20-30 participants per training
- C. Are there legal mandates requiring the use of contractual services?
Yes. Court mandated substance abuse monitoring and paternity testing
- 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.
Yes. Board of Supervisors, ordinance 185-95
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. Multiple contractors under PSC

7. **Union Notification:** On none, the Department notified the following employee organizations of this PSC/RFP request:
no unions notified

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

Name: David Curto Phone: 415-557-5581 Email: david.curto@sfgov.org

Address: 1650 Mission Street Suite 300 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2006-08/09

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 06/02/2014

Civil Service Commission Action:
continued - 06/16/2014

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT -- FIR

Dept. Code: FIR

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

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

Type of Service: Generator Annual Preventative Maintenance

Funding Source: GF Continuing Authority Control

PSC Duration: 2 years 1 day

PSC Amount: \$300,000

1. Description of Work

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

The San Francisco Fire Department (SFFD) has 42 emergency generators located at 42 Fire Stations/locations. Repair, maintenance, and testing of the San Francisco Fire Department Emergency Generators is an integral part of maintaining optimal operational readiness in the event of an emergency. When these generators are inoperable due to mechanical issues or needing repairs or basic maintenance, our mission is compromised.

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

The San Francisco Fire Department (SFFD) has 42 emergency generators located at 42 Fire Stations/locations. These generators play an integral part in the SFFD's mission to protect life and property by ensuring an uninterrupted power supply in the event of an emergency. The Fire Department needs annual inspections and maintenance, as-needed repairs, and system upgrades. Generator replacements have been undertaken over the past few years, but skipping regular testing and maintenance will shorten the lifespan of this expensive equipment.

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

In the past, SFFD has used Prop Q contracts with multiple vendors to provide basic repairs. We have not been able to provide annual testing and recommended maintenance service for our emergency generators due to the overall cost exceeding Prop Q authority.

D. Will the contract(s) be renewed?

There will be a need for ongoing testing and maintenance for generators to keep them safely operational.

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 Year contract with possible 1 year renewal

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The load testing on the 42 generators located in 42 fire department facilities needs to be performed once annually. Because the testing only lasts one (or possibly two) workdays, there is not enough work for part-time work. The nature of any needed repairs is unpredictable, so scheduling staff for an unknown workload would prove difficult and costly to pay for standby availability vs. hiring only on an as needed basis.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Have experience working on emergency generators for either a Fire Department or other public safety department. Able to perform all the recommended and requested services in the Scope of Work (see attached above).
- B. Which, if any, civil service class(es) normally perform(s) this work? 7205, Chief Stationary Engineer; 7335, Senior Stationary Engineer; 7484, Sr Power Generation Tech;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: There is specialized equipment required to do load testing for the generators and if an issue cannot be fixed within a reasonable time frame, the awarded contractor will provide a loaner generator for the duration of the repair.

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

WE currently use DPW for minor repairs and parts replacements for generators, but they are unable to handle annual preventative maintenance and load testing requirements.

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

- A. Explain why civil service classes are not applicable.
Generator maintenance, repair and testing requires specialized skills and equipment beyond DPW's capacity. Currently, there are only some repairs that DPW can perform but they do not have the full measure of skills and equipment needed to carry out the full scope of work 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. In the long run this might be a viable solution, but the SFFD cannot bear the burden of providing the full funding for personnel and equipment for this to occur as the maintenance required does not constitute enough work for a full-time employee for the department's needs.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Formal training is not part of the scope of work, department's stationary engineer will be on hand to observe and learn from the supplier.
- C. Are there legal mandates requiring the use of contractual services?
No.

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

7. Union Notification: On 03/02/2018, the Department notified the following employee organizations of this PSC/RFP request:
Electrical Workers, Local 6; 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: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

Address: 698 2nd St San Francisco, CA 94107

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40521 - 17/18

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 05/07/2018

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: [Walters, Elaine \(FIR\); MRainsford@Local39.org; grojo@Local39.org; oashworth@ibew6.org; khughes@ibew6.org; Walters, Elaine \(FIR\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Walters, Elaine (FIR); MRainsford@Local39.org; grojo@Local39.org; oashworth@ibew6.org; khughes@ibew6.org; Walters, Elaine (FIR); DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 40521 - 17/18
Date: Friday, March 02, 2018 12:12:45 PM

RECEIPT for Union Notification for PSC 40521 - 17/18 more than \$100k

The FIRE DEPARTMENT -- FIR has submitted a request for a Personal Services Contract (PSC) 40521 - 17/18 for \$300,000 for Initial Request services for the period 06/01/2018 – 06/01/2020. 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/10779> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

Appendix A Scope of Services

1. Description of Services

Contractor agrees to perform the Services listed below for the San Francisco Fire Stations listed on Appendix B (Generator Listings and Locations). In addition, included in this are any fire stations which are under construction. The generators at these locations (model#s and locations TBD) will be purchased through the ESER bond and will be included in this maintenance and repair agreement.

Note: Annual Service includes all items listed in the Annual Inspection in addition to the items listed below:

Annual Preventative Maintenance:

The San Francisco Fire Department (SFFD) has 42 emergency generators located at 42 Fire Stations/locations. These generators play an integral part in the SFFD's mission to protect life and property by ensuring an uninterrupted power supply in the event of an emergency. The Fire Department needs annual inspections and maintenance, as- needed repairs, and system upgrades.

AIR INDUCTION AND EXHAUST SYSTEM

- Turbocharger- Inspection of the turbocharger.
- Valve Adjustment- Audio Analysis for improper operation.

COOLING SYSTEM

- System- Pressure test cooling system.
- Radiator Cap- Check for correct pressure rating. Pressure test. Check sealing gasket and neck sealing surfaces for signs of deterioration.

FUEL SYSTEM

- Fuel Filters- Change all fuel filters. Inspect for damage, leaks and proper operation.

LUBE OIL SYSTEM

- Oil and filter- Change crankcase oil and filters.

ENGINE STARTING SYSTEMS

- Magnetic Pick-up- Removal, inspection and adjustment as needed.
- Spark Plugs (if applicable)- Visually checked and replaced as necessary.
- Ignition Timing (if applicable)- Verified and adjusted as necessary.

MONITORS AND SAFETY CONTROLS

- Gauge accuracy- Check oil pressure, coolant temperature and alternator gauges for accuracy.
- Sending Unit Switches- Check coolant temperature and oil pressure sending unit switches.

GENERATOR MECHANICAL

- Exciter- Check exciter clearances/ if accessible.
- Conductors- Inspection of AC and DC conductors for insulation damage within the generator enclosure.
- Generator Fan – Inspection of fan hardware.

GENERATOR CONTROL PANEL

- Circuit Breakers- Inspection of free movement of circuit breakers and tight connections.
- Control Panel- Vacuum/clean engine generator set control panel.
- Connection Enclosure- Vacuum/clean engine generator set connection enclosure.

CUSTOMER CARE

- Review findings and reports with customer. A written report indicating maintenance procedures performed/ as well as any additional work that in Energy Systems opinion should be performed to insure continued reliable performance.
- Determine if customer has questions or needs clarification.
- Operational personnel will be instructed on proper operation and maintenance procedures.

Additional Services (as needed):

FUEL, COOLANT AND OIL TESTING

Fuel Testing Includes

- Distillation, Deg F
- Flash Point, F

- Cetane Index (Calc)
- Water & Sediment
- Accelerated Stability Oil
- Spectrochemical
- Water
- Viscosity
- Acid Number
- Direct Feed Ferrography

Coolant Testing Includes

- Spectrochemical
- Freeze Point
- %Glycol
- Nitrites
- Reserve Alkalinity
- pH
- Color Appearance

A full detailed report is provided.

GENERATOR RENTAL (TEMP)

- If any of the SFFD generators can not be repaired, a temporary generator will be provided until DPW or another CCSF agent can get a permanent replacement. The rental maintenance and repair costs will be included in the cost of the rental and billed monthly.

Load Bank Testing (annual):

Part of any generator maintenance plan should include at a minimum, an annual load bank test. Load banks allow generators to be tested at their rated capacity.

- Perform cold start of generator set.
- Check time delays.
- 100% load for 2 hours or customer specifications.
- Allow unit to cool down and go through shutdown sequence.
- During test record the following at 15 minute intervals: Volts and amps- all legs, Hz, PF, kW, Oil PSI, Temp and Fuel PSI.
- Load bank tests are performed during Annual Service if required/requested.

Note: Load bank test are performed at the customer's risk. Customer acknowledges that during load bank testing mechanical failures can occur. Additional charges for any repairs then restarting and completing the load bank test are the customer's responsibility.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Offsite and Onsite Urine and Breath Sample Collection

Funding Source: operating budget

PSC Amount: \$2,000,000

PSC Est. Start Date: 05/01/2018

PSC Est. End Date 04/30/2023

1. Description of Work

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

To provide an off-site facility to collect pre-employment, post-accident, return-to-duty, and reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors. Also, to provide a mobile on-site facility to collect random, follow-up, reasonable suspicion and post-accident breath and urine samples in compliance with DOT/FTA Drug and Alcohol Testing Regulations.

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

Urine and breath collection is a mandatory service under the Department of Transportation/Federal Transit Administration (DOT/FTA) Rules. Denial of this service will jeopardize continued transit agency Federal funding assistance

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 service was provided in the past through PSC No. 4136-12/13, approved by the Civil Service Commission on June 17, 2013. Prior to this PSC, this service was provided through PSC Nos. 4023-08/09 and 3034/08/09, as approved on September 15, 2008 and September 25, 2008, respectively. At this time the SFMTA wishes to proceed to solicit proposals for collection service with the goal of establishing a new contract.

D. Will the contract(s) be renewed?

Yes. At the end of this contract the SFMTA will issue a Request for Proposal for breath and urine collection 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.

N/A

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

In addition to trained personnel, the contractual services will include all necessary facilities and/or equipment for the collection of specimens and collection sites must comply with all requirements specified in 40 CFR Part 40, Subparts D and K. The firm selected must have the appropriate off-site facilities and personnel dedicated solely to the SFMTA's drug and alcohol testing program to provide a clean, secure and private environment.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The collection personnel must be trained in procedures designed to comply with 49 CFR Part 40, Subparts C and J, and shall demonstrate proficiency in complying with these procedures. Collection procedures for urine samples should be designed to comply with 49 CFR Subparts C, D, and E. The collection of breath samples must be designed to comply with 49 CFR Part 40, Subparts J, K, L, M, and N.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractual services will include all necessary facilities and/or equipment for the collection of specimens and collection sites to be compliant with all requirements specified in 49 CFR Part 40, Subparts D and K. The firm selected must have the appropriate off-site facilities and personnel dedicated to the SFMTA's drug and alcohol testing program to provide a clean, secure and private environment

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

None, as these services are unavailable within the City. No civil service class normally performs this work.

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

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable because the knowledge and experience required for this type of work requires knowledge, experience and training related to the collection of urine and breath samples as specified by 49 CFR Part 40, Subpart C, D, E, J, K, L, M, and N. No civil service class performs this work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class, because adopting a new civil service class may result in a recruitment and retention problem and consequently affect the required services under DOT/FTA rules. There are legal mandates (49 CFR Part 40) requiring contractor to meet specific standards and adhere to specific procedures. Contracting is the most effective way to provide this service.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Training not required because this work is performed off-site by personnel who meet federal regulatory certification standards.
- 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.
Yes. 49 CFR Part 40

- E. Has a board or commission determined that contracting is the most effective way to provide this service?
If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 03/23/2018, 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: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

Address: 1 S. Van Ness Avenue - 6th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47422 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of rod.goree@sfmta.com
Sent: Friday, March 23, 2018 3:10 PM
To: Goree, Rod (MTA); sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); 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@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Goree, Rod (MTA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47422 - 17/18

RECEIPT for Union Notification for PSC 47422 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 47422 - 17/18 for \$2,000,000 for Initial Request services for the period 05/01/2018 – 04/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10740> 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)

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

49 CFR Parts 625 and 630

[Docket No. FTA-2014-0020]

RIN 2132-AB07

Transit Asset Management, National Transit Database

AGENCY: Federal Transit Administration (FTA), Department of Transportation (DOT).

ACTION: Final rule.

SUMMARY: The Federal Transit Administration is publishing a final rule to define the term *state of good repair* and to establish minimum Federal requirements for transit asset management that will apply to all recipients and subrecipients of chapter 53 funds that own, operate, or manage public transportation capital assets. This final rule requires public transportation providers to develop and implement out transit asset management (TAM) plans. TAM plans must include an asset inventory, condition assessments of inventoried assets, and a prioritized list of investments to improve the state of good repair of their capital assets. This final rule also establishes state good repair standards and four state of good repair (SGR) performance measures. Transit providers are required to set performance targets for their capital assets based on the SGR measures and report their targets, as well as information related to the condition of their capital assets, to the National Transit Database.

DATES: Effective October 1, 2016.

FOR FURTHER INFORMATION CONTACT: For program matters, Mshadoni Smith, Office of Budget and Policy, (202) 366-4050 or Mshadoni.Smith@dot.gov. For legal matters, Candace Key, Office of Chief Counsel, (202) 366-4011 or Candace.Key@dot.gov.

SUPPLEMENTARY INFORMATION:

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I. Executive Summary

A. Purpose of Regulatory Action

This final rule establishes a National Transit Asset Management (TAM) System in accordance with section 20019 of the Moving Ahead for Progress in the 21st Century Act (MAP-21: Pub. L. 112-141 (2012), codified at 49 U.S.C. 5326).¹ A transit asset management system is "a strategic and systematic process of operating, maintaining, and improving public transportation capital assets effectively through the life cycle of such assets." 49 U.S.C. 5326(a)(3).

Critical to the safety and performance of a public transportation system is the condition of its capital assets—most notably, its equipment, rolling stock, infrastructure, and facilities. When transit assets are not in a state of good repair, the consequences include increased safety risks, decreased system reliability, higher maintenance costs, and lower system performance.

Comprehensive quantitative information about the consequences of capital assets not being in a state of good repair is unavailable. However, insufficient funding combined with inadequate transit asset management practices have contributed to an estimated \$85.9 billion transit state of good repair (SGR) backlog—a value derived from FTA's Transit Economic Requirements Model (TERM).² The SGR backlog is representative of the reinvestment cost to replace any transit assets whose condition is below the midpoint on TERM's 1 (poor) to 5 (excellent) scale, or 2.5. The SGR backlog poses a significant challenge

during these fiscally constrained times, given FTA's estimates that an additional \$2.5 billion per year above current funding levels from all levels of government is needed just to prevent the SGR backlog from growing.

The National TAM System is a scalable and flexible framework. The components of the National TAM System will work together to ensure that achieving and maintaining a state of good repair becomes, and remains, a top priority for transit providers, as well as States and Metropolitan Planning Organizations (MPOs).

B. Statutory Authority

Section 20019 of MAP-21 amended Federal transit law by adding a new section 5326 to Chapter 53 of title 49 of the United States Code. The provisions of 49 U.S.C. 5326 require the Secretary of Transportation to establish and implement a National TAM System which (1) defines the term state of good repair, (2) requires that all Chapter 53 recipients and subrecipients develop a TAM plan, (3) establishes annual reporting requirements, and (4) includes technical assistance. 49 U.S.C. 5326(b).

The Secretary also must establish SGR performance measures, and recipients must set performance targets based on the measures. 49 U.S.C. 5326(c)(1) and (2). Each designated recipient must submit two annual reports to the Secretary—one report on the condition of their recipients' public transportation systems, including a description of any change in condition since the last report, and another describing its recipients' progress towards meeting performance targets established during that fiscal year and a description of the recipients' performance targets for the subsequent fiscal year. 49 U.S.C. 5326(b)(3) and 49 U.S.C. 5326(c)(3).³

C. Summary of Major Provisions

1. Transit Asset Management

This final rule adds a new part 625, "Transit Asset Management," to title 49 of the Code of Federal Regulations (part 625). This rule implements the several statutory requirements of 49 U.S.C. 5326(b) and (c), referenced in the previous section, by codifying them into a comprehensive National TAM

¹ On December 4, 2015, the President signed into law the Fixing America's Surface Transportation ("FAST") Act (Pub. L. 114-54), which superseded MAP-21; however, FAST made no amendments to the transit asset management statute at 49 U.S.C. 5326. This notice will refer to MAP-21 throughout the preamble.

² Individual transit agencies were not involved in developing the assessment of the \$85.9 billion state of good repair backlog. FTA developed the estimate by feeding combined data into TERM. TERM produces national-level estimates of the national state of good repair backlog, based on an underlying set of models relating the expected average true condition of an asset to the asset's age. Currently, FTA does not collect the systematic data necessary to do a detailed time-series analysis on whether the SGR backlog is growing in real terms. The \$2.5 billion estimate is based on the 2013 Conditions and Performance Report, which uses a combination of National Transit Database, systematic and ad hoc data collections in combination with estimates produced by TERM. Under this final rule, FTA will collect additional data which will improve future estimates. The 2013 Conditions and Performance Report is available at <http://www.ftwa.dot.gov/policy/2013cpr/>.

³ The term "designated recipient" is defined in statute as: "(A) an entity designated, in accordance with the planning process under sections 5303 and 5304, by the Governor of a State, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under section 5316 to urbanized areas of 200,000 or more in population; or (B) a State or regional authority, if the authority is responsible under the laws of a State for a capital project and for financing and directly providing public transportation." 49 U.S.C. 5302(4).

System. The National TAM System is comprised of the following five pillars: (1) The definition of "state of good repair," 49 U.S.C. 5326(b)(1); (2) a requirement that recipients and subrecipients develop TAM plans, 49 U.S.C. 5326(b)(2); (3) SGR performance measures, and a requirement that recipients and subrecipients set performance targets based on the measures, 49 U.S.C. 5326(c)(1) and (2); (4) annual reporting requirements for recipients and subrecipients, 49 U.S.C. 5326(c)(3); and (5) technical assistance from FTA, 49 U.S.C. 5326(b)(4) and (5). The elements of the National TAM System are listed in § 625.15.

Section 625.17 establishes basic principles of transit asset management and requires a transit provider to balance competing needs when considering the life-cycle investment needs of its assets. The disrepair of any particular asset within a public transportation system does not necessarily mean that other assets are in disrepair, whether an asset has achieved a state of good repair is an independent determination that would be made by each transit provider.

Sections 625.25 through 625.33 set forth specific requirements for TAM plans. Each transit provider that receives Chapter 53 funds as a recipient or subrecipient and either owns, operates, or manages capital assets used in the provision of public transportation, is required to develop and implement a TAM plan. A TAM plan is a tool that will aid transit providers in: (1) Assessing the current condition of its capital assets; (2) determining what the condition and performance of its assets should be (if they are not already in a state of good repair); (3) identifying the unacceptable risks, including safety risks, in continuing to use an asset that is not in a state of good repair; and (4) deciding how to best balance and prioritize reasonably anticipated funds (revenues from all sources) towards improving asset condition and achieving a sufficient level of performance within those means.

Section 625.25 lists the TAM plan requirements, including an asset inventory, condition assessments, a description of analytical processes or decision-support tools used to estimate and prioritize capital investment needs over time, and a project-based prioritization of investments. In general, an asset inventory must include all equipment, rolling stock, facilities and infrastructure that a provider owns. A provider may exclude from its asset inventory any equipment with an acquisition value of less than \$50,000,

unless the asset is service vehicle equipment. The inventory also must include all rolling stock (revenue vehicles), passenger stations, administrative and exclusive use maintenance facilities, and guideway infrastructure owned by a third-party and used by the provider in the provision of public transportation. The level of detail in a provider's asset inventory should be commensurate with the level of detail in its program of capital projects. A transit provider is required to conduct a condition assessment on all inventoried assets for which the provider has direct capital responsibility, and also set targets and develop a project-based prioritization of investments for those assets.

Section 625.27 requires States to develop a group TAM plan for all subrecipients under the Rural Area Formula Program, authorized under 49 U.S.C. 5311, including American Indian tribes. TAM plan sponsors, which include States, and designated and direct recipients, must develop group TAM plans for their tier II provider subrecipients, except those subrecipients that also are direct recipients under the Urbanized Area Formula Program authorized at 49 U.S.C. 5307. Tier II providers are those transit operators that do not operate rail fixed-guideway public transportation systems and have either one hundred (100) or fewer vehicles in fixed-route revenue service during peak regular service or have one hundred (100) or fewer vehicles in general demand response service during peak regular service hours. Tier I providers are those operators with one hundred and one (101) or more vehicles in revenue service during peak regular service or operators of rail fixed-guideway public transportation systems. Tier I providers must develop their own, individual TAM plan.

The group TAM plan approach is intended to reduce the burden on smaller transit providers of developing their own TAM plans and reporting to FTA's National Transit Database (NTD). A group TAM plan is subject to the same requirements for individual TAM plans. However, sponsors and participants should coordinate to determine their specific roles and responsibilities in complying with this rule.

Section 625.33 implements requirements for investment prioritization. Transit providers are required to rate state of good repair projects in order of priority. The investment prioritization requirements aid a transit provider in making more informed investment decisions to

improve the state of good repair of its capital assets.

Sections 625.41 through 625.45 implement specific performance management requirements. Section 625.41 lists the objective standards for measuring the condition of capital assets. Section 625.43 establishes SGR performance measures based on the SGR standards. Section 625.45 requires recipients and subrecipients to set one or more performance targets per asset class based on the SGR measures and also requires transit providers to coordinate with States and with Metropolitan Planning Organizations (MPOs), to the maximum extent practicable, in the selection of State and MPO performance targets.

Together, these requirements allow transit providers to better assess their SGR needs, and in turn make more informed investment decisions. The coordination amongst transit providers, States and MPOs should influence MPO and State transportation funding investment decisions and is intended to increase the likelihood that transit SGR needs are programmed, committed to, and funded as part of the planning process.

Section 625.55 requires transit providers to report their targets and the condition of their capital assets annually to FTA's NTD. This data both helps FTA better estimate the Nation's SGR backlog and supports the need for additional funding at all levels of government to maintain, improve, and replace the Nation's aging transit capital assets.

2. National Transit Database

This final rule amends the regulations for FTA's National Transit Database (NTD) at 49 CFR part 630, to conform to the reporting requirements for the National TAM System. Previously, the scope of 49 CFR part 630 was limited to implementing the reporting mandate at 49 U.S.C. 5335(b) for recipients and beneficiaries of section 5307 urban formula funds and section 5311 rural formula funds to report to the NTD. Under this rule, FTA has aligned 49 CFR part 630 with the requirements found at 49 U.S.C. 5326(c)(3) that require recipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation to report their performance targets and their progress towards meeting those targets to the NTD. Under this rule, recipients that receive neither Urbanized Area Formula funds (49 U.S.C. 5307) nor Rural Area Formula funds (49 U.S.C. 5311) remain excluded from either NTD reporting

requirements that are unrelated to transit asset management.

D. Summary of Costs and Benefits

TABLE 1—SUMMARY OF THE FINAL RULE'S BENEFITS AND COSTS
[in Millions]⁴

	Low cost case			High cost case		
	Undiscounted dollars	Discounted at 7% discount rate	Discounted at 3% discount rate	Undiscounted dollars	Discounted at 7% discount rate	Discounted at 3% discount rate
Quantified Costs (20 years)	449	246	338	868	471	652
Quantified Costs Annualized	22.5	23.2	22.8	43.4	44.5	43.8
Unquantified Costs	<ul style="list-style-type: none"> • Additional asset maintenance, rehabilitation and replacement. • Costs of inventory and assessment for non-revenue vehicles and for equipment, administrative buildings, and parking facilities that are not part of a station or maintenance facility. • Other third party assets not reported to NTD. • Reduced operation and maintenance costs and/or reduced lifecycle costs of asset ownership. • Reduced mechanical breakdowns and other improvements to transit system performance, reliability and safety. 					
Qualitative Benefits						

The costs benefits analysis includes both qualitative and quantitative components and is designed to provide information about the likely impacts of the final rule at the societal level. FTA estimated the costs and benefits of the final rule by using Bureau of Labor Statistics studies and through dialogue with transit providers. Due to the limited number of quantitative resources, many of the estimated impacts are based on explicit assumptions that are outlined in section III of this notice. As described in section III, both low case and high case estimates were calculated based on in-house versus contractor estimated costs.

According to Government Accountability Office (GAO) reports and other studies, existing practices in transit asset management vary widely from transit provider to transit provider, though most providers already perform at least some of the functions required under the final rule. FTA estimated the costs of the final rule based on the incremental time that it will take a transit provider's staff to fulfill each of the National TAM System requirements, deducting the costs of the transit industry's current practices. Where relevant, the estimates are associated with the size of a transit provider's asset portfolio, as reported in the NTD. FTA monetized the time requirements using average wage rates from relevant job categories, as reported by the Bureau of Labor Statistics in 2015, and adjusted for employee fringe benefits.

Table 1 includes a summary of the estimated costs of the National TAM System. The quantified costs are for transit providers to assess their assets,

develop TAM plans, and report certain information to the NTD. They do not include any incremental costs related to asset replacement, rehabilitation or maintenance—those costs are presented in the table as unquantified costs. FTA was also unable to estimate costs for assessing the condition of equipment that is not located at maintenance facilities or passenger stations or facilities not reported to NTD. The analysis covers a period of twenty years following the effective date of the final rule. Under the low cost case, the total undiscounted costs for the twenty years are \$449 million. Using a discount rate of 7% (with 3% sensitivity case) for future values, the final rule has annualized costs of \$23.2 million.

Under the high cost case, if all the tasks are contracted out by the transit agencies or States, rather than performed in-house, the cost of the final rule will be roughly double the estimated in-house cost. The total undiscounted costs for the twenty years are \$868 million. Using a discount rate of 7% (with 3% sensitivity case) for future values, the final rule has annualized costs of \$44.5 million.

The initial costs for collecting data and developing new methodologies will be just over \$62 million spread over the first two years, followed by reduced amounts in subsequent years under the low cost case. Under the high cost case, initial costs will be approximately \$115 million over two years. FTA expects that the benefits of the final rule will stem from improved maintenance practices and from improved decision-making in capital asset maintenance and replacement. By identifying and

prioritizing state of good repair needs, a transit provider could reduce costs for mechanical breakdowns of transit vehicles, reduce travel delays for passengers, and yield potential safety improvements. For some providers, this may be feasible by shifting priorities within their maintenance budgets. For example, by identifying slow zones where deteriorated asset conditions have reduced system travel speeds, transit systems may assign maintenance efforts towards repairs that will eliminate the slow zone and ensure consistent and reliable travel times for passengers. For other providers, this may be accomplished through proactive replacement of capital assets. For example, rather than operating buses until they become unreliable in old age, some transit providers will now establish a consistent replacement age for their buses that will prevent costly in-service breakdowns.

Some providers may need additional funding to more effectively maintain their capital assets. To increase funding for maintenance, providers may need to reduce expenditures for system expansion, particularly if the agencies' goal is to reduce the SCR backlog. Additionally, assembling a quantitative asset inventory and condition assessments will better equip transit providers to make the case to funding stakeholders for how much money is needed to bring their systems into a state of good repair. However, it is difficult to predict accurately how each provider is likely to respond.

The final rule's benefits could not be quantified due to the lack of available information on the impacts of asset

⁴ Cost estimates are sensitive to the extent agencies use in-house or contractor staff to conduct compliance activities. If all compliance activities

are contracted out by the transit agencies or States, rather than performed in-house, the cost of the final

rule will be roughly double the estimated in-house cost.

management programs on transit systems. Instead, FTA conducted a breakeven analysis based on the incidence of transit vehicle mechanical breakdowns reported to NTD and their associated costs. For instance, in 2013, 524,629 mechanical failures of vehicles in service were reported to the NTD, and a total of \$2.2 billion in vehicle maintenance costs were reported to the NTD. Assuming that in the absence of the rule, vehicle maintenance costs in each of the next 20 years are the same as they were in 2013, the final rule would need to avoid 1.02% or 1.95% of the mechanical failure breakdowns each year to yield savings that are equal to the portion of the rule's costs that FTA was able to monetize, in the low and high cost cases, respectively. For the rule's benefits to equal all of its costs, it would need to prevent a larger but unknown amount of vehicle maintenance costs. The full methodology for the low and high cost cases are described in the Regulatory Analysis section.

Current management practices may delay maintenance of vehicles due to various reasons. For instance, some providers may keep vehicles in operation to meet the current demand, delaying regular maintenance of vehicles, resulting in mechanical failure of vehicles in service. Others may shortchange maintenance budgets to expand their systems. In each case, providers struggle to meet system demands with limited resources.

Implementing a TAM system will require a provider to collect and use asset condition data, set targets, and develop strategies to prioritize investments to meet the provider's goals. One strategy may be to ensure that assets are maintained on a regular schedule to avoid failure of vehicles in service, which are expensive to manage and cause delays on the system. Based on limited findings on transit asset management-related cost savings from transit provider initiatives and from the literature in other transportation fields, notably highways, this level of improvement appears readily achievable. Additionally, there will be important non-quantifiable benefits in areas such as improved transparency and accountability.

II. Summary of Notice of Proposed Rulemaking (NPRM) Comments and Responses

A. Rulemaking Background

On October 3, 2013, FTA published a consolidated advance notice of proposed rulemaking (ANPRM) requesting public comment on a wide

range of topics pertaining to the Public Transportation Safety Program and the TAM program authorized by MAP 21. 78 FR 61251 (Oct. 3, 2013). Throughout the ANPRM, FTA expressed its intention to adopt a scalable and flexible approach to transit asset management and safety and highlighted the inherent linkages between asset condition and safety performance.

On September 30, 2015, FTA published a Notice of Proposed Rulemaking (NPRM) for Transit Asset Management and the National Transit Database (80 FR 58911). The NPRM provided a summary of the status of the Nation's state of good repair backlog and the history behind FTA's proposals for the National TAM System. FTA took into consideration public comments it received in response to the ANPRM and NPRM during the development of this final rule.

FTA received a total of 119 public comments on the NPRM. In general, FTA has not responded to those comments that related specifically to other rulemakings. Several commenters requested an extension to the comment period. FTA did not extend the comment period, but did accept late filed comments. A couple of comments suggested that FTA provide an opportunity for States and others to offer additional comments after FHWA and FTA issue all of the performance management-related NPRMs. FTA will continue to engage with the States, transit agencies and other members of the public on the implementation of its programs and requirements. The public can also submit questions or comments at any time to FTA's Web site at <http://ftawebprod.fta.dot.gov/ContactUsTool/Public/NewRequest.aspx>.

A number of comments requested guidance from FTA on how to implement the requirements of the proposed rule. The Transit Asset Management page on FTA's Web site at www.transit.dot.gov/regulations-and-guidance/asset-management/transit-asset-management contains a number of useful guidance documents and resources. For example, FTA has developed an Asset Management Guide for Small Providers² to assist small providers and States' Department of Transportation in developing TAM plans. FTA encourages transit providers and sponsors to visit the page regularly to access the most up-to-date resources.

Following is a summary of the public comments on the NPRM and FTA's responses.

² <http://www.transit.dot.gov/research-innovation/asset-management-guide-small-providers-jr-report-no802a>.

B. General Comments and FTA's Responses

This section provides summarized comments that are not specifically related to a section of the NPRM. This section is organized around common themes found in the responses to the NPRM such as, FTA's approach to implementing the TAM requirements, Nexus between state of good repair and safety, Nexus between transit asset management and planning, responses to the NPRM appendix that provided examples of asset classes and individual assets, Implementation and Oversight, and Technical assistance needs.

COMMENTS: FTA's Approach to Implementing the TAM Requirements

Some commenters expressed general support for FTA's efforts to use transit asset management to help transit providers maintain bus and rail systems in a state of good repair (SGR). A State agency expressed support for FTA's efforts to increase safety through the NPRM. A transit operator emphasized that investments to resolve the SGR backlog must be guided by a plan that emphasizes the goals stated for the TAM program.

However, a few commenters expressed general concern about the proposal. For example, although supporting the idea of a National TAM System, one commenter urged that the implementation be directed towards bringing the nation's transit system into a state of good repair, rather than creating reporting and oversight requirements that have no relation to this goal. A transit operator expressed concern that the guidance prescribed in the NPRM could require transit providers already mature in TAM best practices to alter their programs, which could result in compliant but less optimal TAM programs. An anonymous commenter said the rule must be kept as simple as possible.

FTA'S RESPONSE: FTA's Approach to Implementing the TAM Requirements

FTA appreciates those comments in support of its efforts to implement a National TAM System to achieve and maintain a state of good repair for the Nation's transit assets, improving transit safety, and increasing service reliability and performance. FTA agrees that transit providers should be guided by the goals of the National TAM System in using their funding from all sources for state of good repair.

Throughout the NPRM, FTA expressed its intention to adopt a scalable and flexible approach to transit asset management and safety. This final

Subpart C—Urine Collection Personnel

§40.31 Who may collect urine specimens for DOT drug testing?

- (a) Collectors meeting the requirements of this subpart are the only persons authorized to collect urine specimens for DOT drug testing.
- (b) A collector must meet training requirements of §40.33.
- (c) As the immediate supervisor of an employee being tested, you may not act as the collector when that employee is tested, unless no other collector is available and you are permitted to do so under DOT agency drug and alcohol regulations.
- (d) You must not act as the collector for the employee being tested if you work for a HHS-certified laboratory (*e.g.*, as a technician or accessioner) and could link the employee with a urine specimen, drug testing result, or laboratory report.

§40.33 What training requirements must a collector meet?

To be permitted to act as a collector in the DOT drug testing program, you must meet each of the requirements of this section:

- (a) *Basic information.* You must be knowledgeable about this part, the current “DOT Urine Specimen Collection Procedures Guidelines,” and DOT agency regulations applicable to the employers for whom you perform collections. DOT agency regulations, the DOT Urine Specimen Collection Procedures Guidelines, and other materials are available from ODAPC (Department of Transportation, 1200 New Jersey Avenue SE., Washington DC, 20590, 202-366-3784, or on the ODAPC Web site (<https://www.transportation.gov/odapc>). You must keep current on any changes to these materials. You must subscribe to the ODAPC list-serve at: <https://www.transportation.gov/odapc/get-odapc-email-updates>.
- (b) *Qualification training.* You must receive qualification training meeting the requirements of this paragraph. Qualification training must provide instruction on the following subjects:
 - (1) All steps necessary to complete a collection correctly and the proper completion and transmission of the CCF;
 - (2) “Problem” collections (*e.g.*, situations like “shy bladder” and attempts to tamper with a specimen);
 - (3) Fatal flaws, correctable flaws, and how to correct problems in collections; and

(4) The collector's responsibility for maintaining the integrity of the collection process, ensuring the privacy of employees being tested, ensuring the security of the specimen, and avoiding conduct or statements that could be viewed as offensive or inappropriate;

(c) *Initial Proficiency Demonstration.* Following your completion of qualification training under paragraph (b) of this section, you must demonstrate proficiency in collections under this part by completing five consecutive error-free mock collections.

(1) The five mock collections must include two uneventful collection scenarios, one insufficient quantity of urine scenario, one temperature out of range scenario, and one scenario in which the employee refuses to sign the CCF and initial the specimen bottle tamper-evident seal.

(2) Another person must monitor and evaluate your performance, in person or by a means that provides real-time observation and interaction between the instructor and trainee, and attest in writing that the mock collections are "error-free." This person must be a qualified collector who has demonstrated necessary knowledge, skills, and abilities by—

(i) Regularly conducting DOT drug test collections for a period of at least a year;

(ii) Conducting collector training under this part for a year; or

(iii) Successfully completing a "train the trainer" course.

(d) You must meet the requirements of paragraphs (b) and (c) of this section before you begin to perform collector functions.

(e) *Refresher training.* No less frequently than every five years from the date on which you satisfactorily complete the requirements of paragraphs (b) and (c) of this section, you must complete refresher training that meets all the requirements of paragraphs (b) and (c) of this section.

(f) *Error Correction Training.* If you make a mistake in the collection process that causes a test to be cancelled (*i.e.*, a fatal or uncorrected flaw), you must undergo error correction training. This training must occur within 30 days of the date you are notified of the error that led to the need for retraining.

(1) Error correction training must be provided and your proficiency documented in writing by a person who meets the requirements of paragraph (c)(2) of this section.

(2) Error correction training is required to cover only the subject matter area(s) in which the error that caused the test to be cancelled occurred.

(3) As part of the error correction training, you must demonstrate your proficiency in the collection procedures of this part by completing three consecutive error-free mock collections. The mock collections must include one uneventful scenario and two scenarios related to the

area(s) in which your error(s) occurred. The person providing the training must monitor and evaluate your performance and attest in writing that the mock collections were “error-free.”

(g) *Documentation.* You must maintain documentation showing that you currently meet all requirements of this section. You must provide this documentation on request to DOT agency representatives and to employers and C/TPAs who are using or negotiating to use your services.

[65 FR 79526, Dec. 19, 2000; 66 FR 3885, Jan. 17, 2001, as amended at 66 FR 41950, Aug. 9, 2001; 82 FR 52244, Nov. 13, 2017]

§40.35 What information about the DER must employers provide to collectors?

As an employer, you must provide to collectors the name and telephone number of the appropriate DER (and C/TPA, where applicable) to contact about any problems or issues that may arise during the testing process.

§40.37 Where is other information on the role of collectors found in this regulation?

You can find other information on the role and functions of collectors in the following sections of this part:

§40.3—Definition.

§40.43—Steps to prepare and secure collection sites.

§§40.45-40.47—Use of CCF.

§§40.49-40.51—Use of collection kit and shipping materials.

§§40.61-40.63—Preliminary steps in collections.

§40.65—Role in checking specimens.

§40.67—Role in directly observed collections.

§40.69—Role in monitored collections.

§40.71—Role in split specimen collections.

§40.73—Chain of custody completion and finishing the collection process.

§40.191—Action in case of refusals to take test.

§40.193—Action in “shy bladder” situations.

§40.199-40.205—Collector errors in tests, effects, and means of correction:

[65 FR 79526, Dec. 19, 2000, as amended at 82 FR 52244, Nov. 13, 2017]

Subpart D—Collection Sites, Forms, Equipment and Supplies Used in DOT Urine Collections

§40.41 Where does a urine collection for a DOT drug test take place?

(a) A urine collection for a DOT drug test must take place in a collection site meeting the requirements of this section.

(b) If you are operating a collection site, you must ensure that it meets the security requirements of §40.43.

(c) If you are operating a collection site, you must have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, temporary storage, and shipping of urine specimens to a laboratory, and a suitable clean surface for writing.

(d) Your collection site must include a facility for urination described in either paragraph (e) or paragraph (f) of this section.

(e) The first, and preferred, type of facility for urination that a collection site may include is a single-toilet room, having a full-length privacy door, within which urination can occur.

(1) No one but the employee may be present in the room during the collection, except for the observer in the event of a directly observed collection.

(2) You must have a source of water for washing hands, that, if practicable, should be external to the closed room where urination occurs. If an external source is not available, you may meet this requirement by securing all sources of water and other substances that could be used for adulteration and substitution (*e.g.*, water faucets, soap dispensers) and providing moist towelettes outside the closed room.

(f) The second type of facility for urination that a collection site may include is a multistall restroom.

(1) Such a site must provide substantial visual privacy (*e.g.*, a toilet stall with a partial-length door) and meet all other applicable requirements of this section.

(2) If you use a multi-stall restroom, you must either—

(i) Secure all sources of water and other substances that could be used for adulteration and substitution (*e.g.*, water faucets, soap dispensers) and place bluing agent in all toilets or secure the toilets to prevent access; or

(ii) Conduct all collections in the facility as monitored collections (see §40.69 for procedures). This is the only circumstance in which you may conduct a monitored collection.

(3) No one but the employee may be present in the multistall restroom during the collection, except for the monitor in the event of a monitored collection or the observer in the event of a directly observed collection.

(g) A collection site may be in a medical facility, a mobile facility (*e.g.*, a van), a dedicated collection facility, or any other location meeting the requirements of this section.

§40.43 What steps must operators of collection sites take to protect the security and integrity of urine collections?

(a) Collectors and operators of collection sites must take the steps listed in this section to prevent unauthorized access that could compromise the integrity of collections.

(b) As a collector, you must do the following before each collection to deter tampering with specimens:

(1) Secure any water sources or otherwise make them unavailable to employees (*e.g.*, turn off water inlet, tape handles to prevent opening faucets);

(2) Ensure that the water in the toilet is blue;

(3) Ensure that no soap, disinfectants, cleaning agents, or other possible adulterants are present;

(4) Inspect the site to ensure that no foreign or unauthorized substances are present;

(5) Tape or otherwise secure shut any movable toilet tank top, or put bluing in the tank;

(6) Ensure that undetected access (*e.g.*, through a door not in your view) is not possible;

(7) Secure areas and items (*e.g.*, ledges, trash receptacles, paper towel holders, under-sink areas) that appear suitable for concealing contaminants; and

(8) Recheck items in paragraphs (b)(1) through (7) of this section following each collection to ensure the site's continued integrity.

(c) If the collection site uses a facility normally used for other purposes, like a public rest room or hospital examining room, you must, as a collector, also ensure before the collection that:

(1) Access to collection materials and specimens is effectively restricted; and

(2) The facility is secured against access during the procedure to ensure privacy to the employee and prevent distraction of the collector. Limited-access signs must be posted.

(d) As a collector, you must take the following additional steps to ensure security during the collection process:

(1) To avoid distraction that could compromise security, you are limited to conducting a collection for only one employee at a time. However, during the time one employee is in the period for drinking fluids in a “shy bladder” situation (see §40.193(b)), you may conduct a collection for another employee.

(2) To the greatest extent you can, keep an employee's collection container within view of both you and the employee between the time the employee has urinated and the specimen is sealed.

(3) Ensure you are the only person in addition to the employee who handles the specimen before it is poured into the bottles and sealed with tamper-evident seals.

(4) In the time between when the employee gives you the specimen and when you seal the specimen, remain within the collection site.

(5) Maintain personal control over each specimen and CCF throughout the collection process.

(e) If you are operating a collection site, you must implement a policy and procedures to prevent unauthorized personnel from entering any part of the site in which urine specimens are collected or stored.

(1) Only employees being tested, collectors and other collection site workers, DERs, employee and employer representatives authorized by the employer (*e.g.*, employer policy, collective bargaining agreement), and DOT agency representatives are authorized persons for purposes of this paragraph (e).

(2) Except for the observer in a directly observed collection or the monitor in the case of a monitored collection, you must not permit anyone to enter the urination facility in which employees provide specimens.

(3) You must ensure that all authorized persons are under the supervision of a collector at all times when permitted into the site.

(4) You or the collector may remove any person who obstructs, interferes with, or causes a delay in the collection process.

(f) If you are operating a collection site, you must minimize the number of persons handling specimens.

§40.45 What form is used to document a DOT urine collection?

(a) The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. You may view this form on the Department's Web site (<http://www.transportation.gov/odapc>) or the HHS Web site (<http://www.workplace.samhsa.gov>).

(b) You must not use a non-Federal form or an expired CCF to conduct a DOT urine collection. As a laboratory, C/TPA or other party that provides CCFs to employers, collection sites, or other customers, you must not provide copies of an expired CCF to these participants. You must also affirmatively notify these participants that they must not use an expired CCF.

(c) As a participant in the DOT drug testing program, you are not permitted to modify or revise the CCF except as follows:

(1) You may include, in the area outside the border of the form, other information needed for billing or other purposes necessary to the collection process.

(2) The CCF must include the names, addresses, telephone numbers and fax numbers of the employer and the MRO, which may be preprinted, typed, or handwritten. The MRO information must include the specific physician's name and address, as opposed to only a generic clinic, health care organization, or company name. This information is required, and it is prohibited for an employer, collector, service agent or any other party to omit it. In addition, a C/TPA's name, address, fax number, and telephone number may be included, but is not required. The employer may use a C/TPA's address in place of its own, but must continue to include its name, telephone number, and fax number.

(3) As an employer, in Step 1-D of the CCF you may preprint the box for the DOT Agency under whose authority the test will occur.

(4) As a collector, you may use a CCF with your name, address, telephone number, and fax number preprinted, but under no circumstances may you sign the form before the collection event.

(5) When using an electronic CCF, you must establish adequate confidentiality and security measures to ensure that confidential employee records are not available to unauthorized persons. This includes protecting the physical security of records, access controls, and computer security measures to safeguard confidential data in electronic form.

(d) Under no circumstances may the CCF transmit personal identifying information about an employee (other than a social security number (SSN) or other employee identification (ID) number) to a laboratory.

(e) As an employer, you may use an equivalent foreign-language version of the CCF approved by ODAPC. You may use such a non-English language form only in a situation where both the employee and collector understand and can use the form in that language.

(f) An employer who uses an electronic CCF must ensure that the collection site, the primary and split laboratories, and MRO have compatible systems, and that the employee and any other program participants in the testing process will receive a legible copy of the CCF.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41950, Aug. 9, 2001; 75 FR 59107, Sept. 27, 2010; 76 FR 59577, Sept. 27, 2011; 80 FR 19553, Apr. 13, 2015; 82 FR 52244, Nov. 13, 2017]

§40.47 May employers use the CCF for non-Federal collections or non-Federal forms for DOT collections?

(a) No, as an employer, you are prohibited from using the CCF for non-Federal urine collections. You are also prohibited from using non-Federal forms for DOT urine collections. Doing either subjects you to enforcement action under DOT agency regulations.

(b) (1) In the rare case where the collector, either by mistake or as the only means to conduct a test under difficult circumstances (*e.g.*, post-accident or reasonable suspicion test with insufficient time to obtain the CCF), uses a non-Federal form for a DOT collection, the use of a non-Federal form does not present a reason for the laboratory to reject the specimen for testing or for an MRO to cancel the result.

(2) The use of the non-Federal form is a “correctable flaw.” As an MRO, to correct the problem you must follow the procedures of §40.205(b)(2).

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41950, Aug. 9, 2001]

§40.49 What materials are used to collect urine specimens?

For each DOT drug test, you must use a collection kit meeting the requirements of Appendix A of this part.

§40.51 What materials are used to send urine specimens to the laboratory?

(a) Except as provided in paragraph (b) of this section, you must use a shipping container that adequately protects the specimen bottles from shipment damage in the transport of specimens from the collection site to the laboratory.

(b) You are not required to use a shipping container if a laboratory courier hand-delivers the specimens from the collection site to the laboratory.

Subpart E—Urine Specimen Collections

§40.61 What are the preliminary steps in the collection process?

As the collector, you must take the following steps before actually beginning a collection:

(a) When a specific time for an employee's test has been scheduled, or the collection site is at the employee's work site, and the employee does not appear at the collection site at the scheduled time, contact the DER to determine the appropriate interval within which the DER has determined the employee is authorized to arrive. If the employee's arrival is delayed beyond that time, you must notify the DER that the employee has not reported for testing. In a situation where a C/TPA has notified an owner/operator or other individual employee to report for testing and the employee does not appear, the C/TPA must notify the employee that he or she has refused to test (see §40.191(a)(1)).

(b) Ensure that, when the employee enters the collection site, you begin the testing process without undue delay. For example, you must not wait because the employee says he or she is not ready or is unable to urinate or because an authorized employer or employee representative is delayed in arriving.

(1) If the employee is also going to take a DOT alcohol test, you must, to the greatest extent practicable, ensure that the alcohol test is completed before the urine collection process begins.

Example to paragraph (b)(1): An employee enters the test site for both a drug and an alcohol test. Normally, the collector would wait until the BAT had completed the alcohol test process before beginning the drug test process. However, there are some situations in which an exception to this normal practice would be reasonable. One such situation might be if several people were waiting for the BAT to conduct alcohol tests, but a drug testing collector in the same facility were free. Someone waiting might be able to complete a drug test without unduly delaying his or her alcohol test. Collectors and BATs should work together, however, to ensure that post-accident and reasonable suspicion alcohol tests happen as soon as possible (*e.g.*, by moving the employee to the head of the line for alcohol tests).

(2) If the employee needs medical attention (*e.g.*, an injured employee in an emergency medical facility who is required to have a post-accident test), do not delay this treatment to collect a specimen.

(3) You must not collect, by catheterization or other means, urine from an unconscious employee to conduct a drug test under this part. Nor may you catheterize a conscious employee. However,

you must inform an employee who normally voids through self-catheterization that the employee is required to provide a specimen in that manner.

(4) If, as an employee, you normally void through self-catheterization, and decline to do so, this constitutes a refusal to test.

(c) Require the employee to provide positive identification. You must see a photo ID issued by the employer (other than in the case of an owner-operator or other self-employed individual) or a Federal, state, or local government (*e.g.*, a driver's license). You may not accept faxes or photocopies of identification. Positive identification by an employer representative (not a co-worker or another employee being tested) is also acceptable. If the employee cannot produce positive identification, you must contact a DER to verify the identity of the employee.

(d) If the employee asks, provide your identification to the employee. Your identification must include your name and your employer's name, but does not have to include your picture, address, or telephone number.

(e) Explain the basic collection procedure to the employee, including showing the employee the instructions on the back of the CCF.

(f) Direct the employee to remove outer clothing (*e.g.*, coveralls, jacket, coat, hat) that could be used to conceal items or substances that could be used to tamper with a specimen. You must also direct the employee to leave these garments and any briefcase, purse, or other personal belongings with you or in a mutually agreeable location. You must advise the employee that failure to comply with your directions constitutes a refusal to test.

(1) If the employee asks for a receipt for any belongings left with you, you must provide one.

(2) You must allow the employee to keep his or her wallet.

(3) You must not ask the employee to remove other clothing (*e.g.*, shirts, pants, dresses, underwear), to remove all clothing, or to change into a hospital or examination gown (unless the urine collection is being accomplished simultaneously with a DOT agency-authorized medical examination).

(4) You must direct the employee to empty his or her pockets and display the items in them to ensure that no items are present which could be used to adulterate the specimen. If nothing is there that can be used to adulterate a specimen, the employee can place the items back into his or her pockets. As the employee, you must allow the collector to make this observation.

(5) If, in your duties under paragraph (f)(4) of this section, you find any material that could be used to tamper with a specimen, you must:

(i) Determine if the material appears to be brought to the collection site with the intent to alter the specimen, and, if it is, conduct a directly observed collection using direct observation procedures (see §40.67); or

(ii) Determine if the material appears to be inadvertently brought to the collection site (*e.g.*, eye drops), secure and maintain it until the collection process is completed and conduct a normal (*i.e.*, unobserved) collection.

(g) You must instruct the employee not to list medications that he or she is currently taking on the CCF. (The employee may make notes of medications on the back of the employee copy of the form for his or her own convenience, but these notes must not be transmitted to anyone else.)

§40.63 What steps does the collector take in the collection process before the employee provides a urine specimen?

As the collector, you must take the following steps before the employee provides the urine specimen:

(a) Complete Step 1 of the CCF.

(b) Instruct the employee to wash and dry his or her hands at this time. You must tell the employee not to wash his or her hands again until after delivering the specimen to you. You must not give the employee any further access to water or other materials that could be used to adulterate or dilute a specimen.

(c) Select, or allow the employee to select, an individually wrapped or sealed collection container from collection kit materials. Either you or the employee, with both of you present, must unwrap or break the seal of the collection container. You must not unwrap or break the seal on any specimen bottle at this time. You must not allow the employee to take anything from the collection kit into the room used for urination except the collection container.

(d) Direct the employee to go into the room used for urination, provide a specimen of at least 45 mL, not flush the toilet, and return to you with the specimen as soon as the employee has completed the void.

(1) Except in the case of an observed or a monitored collection (see §§40.67 and 40.69), neither you nor anyone else may go into the room with the employee.

(2) As the collector, you may set a reasonable time limit for voiding.

(e) You must pay careful attention to the employee during the entire collection process to note any conduct that clearly indicates an attempt to tamper with a specimen (*e.g.*, substitute urine in plain view or an attempt to bring into the collection site an adulterant or urine substitute). If you detect such conduct, you must require that a collection take place immediately under direct observation (*see* §40.67) and complete Step 2 by noting the conduct in the “Remarks” line of the CCF and the fact that the collection was observed by checking the “Observed” box. You must also, as soon as possible, inform the DER and collection site supervisor that a collection took place under direct observation and the reason for doing so.

§40.65 What does the collector check for when the employee presents a specimen?

As a collector, you must check the following when the employee gives the collection container to you:

(a) *Sufficiency of specimen.* You must check to ensure that the specimen contains at least 45 mL of urine.

(1) If it does not, you must follow “shy bladder” procedures (see §40.193(b)).

(2) When you follow “shy bladder” procedures, you must discard the original specimen, unless another problem (*i.e.*, temperature out of range, signs of tampering) also exists.

(3) You are never permitted to combine urine collected from separate voids to create a specimen.

(4) You must discard any excess urine.

(b) *Temperature.* You must check the temperature of the specimen no later than four minutes after the employee has given you the specimen.

(1) The acceptable temperature range is 32-38 °C/90-100 °F.

(2) You must determine the temperature of the specimen by reading the temperature strip attached to the collection container.

(3) If the specimen temperature is within the acceptable range, you must mark the “Yes” box on the CCF (Step 2).

(4) If the specimen temperature is outside the acceptable range, you must mark the “No” box and enter in the “Remarks” line (Step 2) your findings about the temperature.

(5) If the specimen temperature is outside the acceptable range, you must immediately conduct a new collection using direct observation procedures (see §40.67).

(6) In a case where a specimen is collected under direct observation because of the temperature being out of range, you must process both the original specimen and the specimen collected using direct observation and send the two sets of specimens to the laboratory. This is true even in a case in which the original specimen has insufficient volume but the temperature is out of range. You must also, as soon as possible, inform the DER and collection site supervisor that a collection took place under direct observation and the reason for doing so.

(7) In a case where the employee refuses to provide another specimen (see §40.191(a)(3)) or refuses to provide another specimen under direct observation (see §40.191(a)(4)), you must notify the DER. As soon as you have notified the DER, you must discard any specimen the employee has provided previously during the collection procedure.

(c) *Signs of tampering.* You must inspect the specimen for unusual color, presence of foreign objects or material, or other signs of tampering (*e.g.*, if you notice any unusual odor).

(1) If it is apparent from this inspection that the employee has tampered with the specimen (*e.g.*, blue dye in the specimen, excessive foaming when shaken, smell of bleach), you must immediately conduct a new collection using direct observation procedures (see §40.67).

(2) In a case where a specimen is collected under direct observation because of showing signs of tampering, you must process both the original specimen and the specimen collected using direct observation and send the two sets of specimens to the laboratory. This is true even in a case in which the original specimen has insufficient volume but it shows signs of tampering. You must also, as soon as possible, inform the DER and collection site supervisor that a collection took place under direct observation and the reason for doing so.

(3) In a case where the employee refuses to provide a specimen under direct observation (see §40.191(a)(4)), you must discard any specimen the employee provided previously during the collection procedure. Then you must notify the DER as soon as practicable.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41950, Aug. 9, 2001]

§40.67 When and how is a directly observed collection conducted?

(a) As an employer, you must direct an immediate collection under direct observation with no advance notice to the employee, if:

(1) The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to you that there was not an adequate medical explanation for the result;

(2) The MRO reported to you that the original positive, adulterated, or substituted result had to be cancelled because the test of the split specimen could not be performed; or

(3) The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

(b) As an employer, you must direct a collection under direct observation of an employee if the drug test is a return-to-duty test or a follow-up test.

- (c) As a collector, you must immediately conduct a collection under direct observation if:
- (1) You are directed by the DER to do so (see paragraphs (a) and (b) of this section); or
 - (2) You observed materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen (see §§40.61(f)(5)(i) and 40.63(e)); or
 - (3) The temperature on the original specimen was out of range (see §40.65(b)(5)); or (4) The original specimen appeared to have been tampered with (see §40.65(c)(1)).
- (d)(1) As the employer, you must explain to the employee the reason for a directly observed collection under paragraph (a) or (b) of this section.
- (2) As the collector, you must explain to the employee the reason, if known, under this part for a directly observed collection under paragraphs (c)(1) through (3) of this section.
- (e) As the collector, you must complete a new CCF for the directly observed collection.
- (1) You must mark the "reason for test" block (Step 1) the same as for the first collection.
 - (2) You must check the "Observed, (Enter Remark)" box and enter the reason (see §40.67(b)) in the "Remarks" line (Step 2).
- (f) In a case where two sets of specimens are being sent to the laboratory because of suspected tampering with the specimen at the collection site, enter on the "Remarks" line of the CCF (Step 2) for each specimen a notation to this effect (*e.g.*, collection 1 of 2, or 2 of 2) and the specimen ID number of the other specimen.
- (g) As the collector, you must ensure that the observer is the same gender as the employee. You must never permit an opposite gender person to act as the observer. The observer can be a different person from the collector and need not be a qualified collector.
- (h) As the collector, if someone else is to observe the collection (*e.g.*, in order to ensure a same gender observer), you must verbally instruct that person to follow procedures at paragraphs (i) and (j) of this section. If you, the collector, are the observer, you too must follow these procedures.
- (i) As the observer, you must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show you, by turning around, that they do not have a prosthetic device. After you have determined that the employee does not have such a device, you may permit the employee to return clothing to its proper position for observed urination.
- (j) As the observer, you must watch the employee urinate into the collection container. Specifically, you are to watch the urine go from the employee's body into the collection container.

(k) As the observer but not the collector, you must not take the collection container from the employee, but you must observe the specimen as the employee takes it to the collector.

(l) As the collector, when someone else has acted as the observer, you must include the observer's name in the "Remarks" line of the CCF (Step 2).

(m) As the employee, if you decline to allow a directly observed collection required or permitted under this section to occur, this is a refusal to test.

(n) As a service agent, when you learn that a directly observed collection should have been collected but was not, you must inform the employer that it must direct the employee to have an immediate recollection under direct observation.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41950, Aug. 9, 2001; 68 FR 31626, May 28, 2003; 69 FR 64867, Nov. 9, 2004; 73 FR 35970, June 25, 2008; 73 FR 50223, Aug. 26, 2008; 73 FR 62910, Oct. 22, 2008; 73 FR 70284, Nov. 20, 2008; 74 FR 37952, July 30, 2009; 82 FR 52244, Nov. 13, 2017]

§40.69 How is a monitored collection conducted?

(a) As the collector, you must secure the room being used for the monitored collection so that no one except the employee and the monitor can enter it until after the collection has been completed.

(b) As the collector, you must ensure that the monitor is the same gender as the employee, unless the monitor is a medical professional (e.g., nurse, doctor, physician's assistant, technologist, or technician licensed or certified to practice in the jurisdiction in which the collection takes place). The monitor can be a different person from the collector and need not be a qualified collector.

(c) As the collector, if someone else is to monitor the collection (e.g., in order to ensure a same-gender monitor), you must verbally instruct that person to follow the procedures of paragraphs (d) and (e) of this section. If you, the collector, are the monitor, you must follow these procedures.

(d) As the monitor, you must not watch the employee urinate into the collection container. If you hear sounds or make other observations indicating an attempt to tamper with a specimen, there must be an additional collection under direct observation (see §§40.63(e), 40.65(c), and 40.67(b)).

(e) As the monitor, you must ensure that the employee takes the collection container directly to the collector as soon as the employee has exited the enclosure.

(f) As the collector, when someone else has acted as the monitor, you must note that person's name in the "Remarks" line of the CCF (Step 2).

(g) As the employee being tested, if you decline to permit a collection authorized under this section to be monitored, it is a refusal to test.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41951, Aug. 9, 2001]

§40.71 How does the collector prepare the specimens?

(a) All collections under DOT agency drug testing regulations must be split specimen collections.

(b) As the collector, you must take the following steps, in order, after the employee brings the urine specimen to you. You must take these steps in the presence of the employee.

- (1) Check the box on the CCF (Step 2) indicating that this was a split specimen collection.
- (2) You, not the employee, must first pour at least 30 mL of urine from the collection container into one specimen bottle, to be used for the primary specimen.
- (3) You, not the employee, must then pour at least 15 mL of urine from the collection container into the second specimen bottle to be used for the split specimen.
- (4) You, not the employee, must place and secure (*i.e.*, tighten or snap) the lids/caps on the bottles.
- (5) You, not the employee, must seal the bottles by placing the tamper-evident bottle seals over the bottle caps/lids and down the sides of the bottles.
- (6) You, not the employee, must then write the date on the tamper-evident bottle seals.
- (7) You must then ensure that the employee initials the tamper-evident bottle seals for the purpose of certifying that the bottles contain the specimens he or she provided. If the employee fails or refuses to do so, you must note this in the "Remarks" line of the CCF (Step 2) and complete the collection process.
- (8) You must discard any urine left over in the collection container after both specimen bottles have been appropriately filled and sealed. There is one exception to this requirement: you may use excess urine to conduct clinical tests (e.g., protein, glucose) if the collection was conducted in conjunction with a physical examination required by a DOT agency regulation. Neither you nor anyone else may conduct further testing (such as adulteration testing) on this excess urine and the employee has no legal right to demand that the excess urine be turned over to the employee.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41951, Aug. 9, 2001]

§40.73 How is the collection process completed?

(a) As the collector, when using the paper CCF, you must do the following things to complete the collection process. You must complete the steps called for in paragraphs (a)(1) through (7) of this section in the employee's presence.

(1) Direct the employee to read and sign the certification statement on Copy 2 (Step 5) of the CCF and provide date of birth, printed name, and day and evening contact telephone numbers. If the employee refuses to sign the CCF or to provide date of birth, printed name, or telephone numbers, you must note this in the "Remarks" line (Step 2) of the CCF, and complete the collection. If the employee refuses to fill out any information, you must, as a minimum, print the employee's name in the appropriate place.

(2) Complete the chain of custody on the CCF (Step 4) by printing your name (note: you may pre-print your name), recording the time and date of the collection, signing the statement, and entering the name of the delivery service transferring the specimen to the laboratory,

(3) Ensure that all copies of the CCF are legible and complete.

(4) Remove Copy 5 of the CCF and give it to the employee.

(5) Place the specimen bottles and Copy 1 of the CCF in the appropriate pouches of the plastic bag.

(6) Secure both pouches of the plastic bag.

(7) Advise the employee that he or she may leave the collection site.

(8) To prepare the sealed plastic bag containing the specimens and CCF for shipment you must:

(i) Place the sealed plastic bag in a shipping container (*e.g.*, standard courier box) designed to minimize the possibility of damage during shipment. (More than one sealed plastic bag can be placed into a single shipping container if you are doing multiple collections.)

(ii) Seal the container as appropriate.

(iii) If a laboratory courier hand-delivers the specimens from the collection site to the laboratory, prepare the sealed plastic bag for shipment as directed by the courier service.

(9) Send Copy 2 of the CCF to the MRO and Copy 4 to the DER. You must fax or otherwise transmit these copies to the MRO and DER within 24 hours or during the next business day. Keep Copy 3 for at least 30 days, unless otherwise specified by applicable DOT agency regulations.

(b) As a collector, when using other forms of the CCF as approved by the Office of Management and Budget, you must follow the procedures approved for that form.

(c) As a collector or collection site, you must ensure that each specimen you collect is shipped to a laboratory as quickly as possible, but in any case, within 24 hours or during the next business day.

[65 FR 79526, Dec. 19, 2000, as amended at 71 FR 49384, Aug. 23, 2006; 80 FR 19553, Apr. 13, 2015]

Subpart K—Testing Sites, Forms, Equipment and Supplies Used in Alcohol Testing

§40.221 Where does an alcohol test take place?

(a) A DOT alcohol test must take place at an alcohol testing site meeting the requirements of this section.

(b) If you are operating an alcohol testing site, you must ensure that it meets the security requirements of §40.223.

(c) If you are operating an alcohol testing site, you must ensure that it provides visual and aural privacy to the employee being tested, sufficient to prevent unauthorized persons from seeing or hearing test results.

(d) If you are operating an alcohol testing site, you must ensure that it has all needed personnel, materials, equipment, and facilities to provide for the collection and analysis of breath and/or saliva samples, and a suitable clean surface for writing.

(e) If an alcohol testing site fully meeting all the visual and aural privacy requirements of paragraph (c) is not readily available, this part allows a reasonable suspicion or post-accident test to be conducted at a site that partially meets these requirements. In this case, the site must afford visual and aural privacy to the employee to the greatest extent practicable.

(f) An alcohol testing site can be in a medical facility, a mobile facility (*e.g.*, a van), a dedicated collection facility, or any other location meeting the requirements of this section.

§40.223 What steps must be taken to protect the security of alcohol testing sites?

(a) If you are a BAT, STT, or other person operating an alcohol testing site, you must prevent unauthorized personnel from entering the testing site.

(1) The only people you are to treat as authorized persons are employees being tested, BATs, STTs, and other alcohol testing site workers, DERs, employee representatives authorized by the

employer (e.g., on the basis of employer policy or labor-management agreement), and DOT agency representatives.

(2) You must ensure that all persons are under the supervision of a BAT or STT at all times when permitted into the site.

(3) You may remove any person who obstructs, interferes with, or causes unnecessary delay in the testing process.

(b) As the BAT or STT, you must not allow any person other than you, the employee, or a DOT agency representative to actually witness the testing process (see §§40.241-40.255).

(c) If you are operating an alcohol testing site, you must ensure that when an EBT or ASD is not being used for testing, you store it in a secure place.

(d) If you are operating an alcohol testing site, you must ensure that no one other than BATs or other employees of the site have access to the site when an EBT is unsecured.

(e) As a BAT or STT, to avoid distraction that could compromise security, you are limited to conducting an alcohol test for only one employee at a time.

(1) When an EBT screening test on an employee indicates an alcohol concentration of 0.02 or higher, and the same EBT will be used for the confirmation test, you are not allowed to use the EBT for a test on another employee before completing the confirmation test on the first employee.

(2) As a BAT who will conduct both the screening and the confirmation test, you are to complete the entire screening and confirmation process on one employee before starting the screening process on another employee.

(3) You are not allowed to leave the alcohol testing site while the testing process for a given employee is in progress, except to notify a supervisor or contact a DER for assistance in the case an employee or other person who obstructs, interferes with, or unnecessarily delays the testing process.

§40.225 What form is used for an alcohol test?

(a) The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. The ATF must be a three-part carbonless manifold form. The ATF is found in Appendix G to this part. You may view this form on the ODAPC web site (<http://www.transportation.gov/odapc>).

(b) As an employer in the DOT alcohol testing program, you are not permitted to modify or revise the ATF except as follows:

(1) You may include other information needed for billing purposes, outside the boundaries of the form.

(2) You may use a ATF directly generated by an EBT which omits the space for affixing a separate printed result to the ATF, provided the EBT prints the result directly on the ATF.

(3) You may use an ATF that has the employer's name, address, and telephone number preprinted. In addition, a C/TPA's name, address, and telephone number may be included, to assist with negative results.

(4) You may use an ATF in which all pages are printed on white paper. You may modify the ATF by using colored paper, or have clearly discernable borders or designation statements on Copy 2 and Copy 3. When colors are used, they must be green for Copy 2 and blue for Copy 3.

(5) As a BAT or STT, you may add, on the "Remarks" line of the ATF, the name of the DOT agency under whose authority the test occurred.

(6) As a BAT or STT, you may use a ATF that has your name, address, and telephone number preprinted, but under no circumstances can your signature be preprinted.

(c) As an employer, you may use an equivalent foreign-language version of the ATF approved by ODAPC. You may use such a non-English language form only in a situation where both the employee and BAT/STT understand and can use the form in that language.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41954, Aug. 9, 2001; 75 FR 8529, Feb. 25, 2010; 75 FR 13009, Mar. 18, 2010; 82 FR 52246, Nov. 13, 2017]

§40.227 May employers use the ATF for non-DOT tests, or non-DOT forms for DOT tests?

(a) No, as an employer, BAT, or STT, you are prohibited from using the ATF for non-DOT alcohol tests. You are also prohibited from using non-DOT forms for DOT alcohol tests. Doing either subjects you to enforcement action under DOT agency regulations.

(b) If the STT or BAT, either by mistake, or as the only means to conduct a test under difficult circumstances (*e.g.*, post-accident test with insufficient time to obtain the ATF), uses a non-DOT form for a DOT test, the use of a non-DOT form does not, in and of itself, require the employer or service agent to cancel the test. However, in order for the test to be considered valid, a signed statement must be obtained from the STT or BAT in accordance with §40.271(b).

§40.229 What devices are used to conduct alcohol screening tests?

ASDs listed on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids" and EBTs listed on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" are the only devices you are allowed to use to conduct alcohol screening tests under this part. You may use an ASD for DOT alcohol tests only if there are instructions for

its use in this part. An ASD can be used only for screening tests for alcohol, and must not be used for confirmation tests.

[82 FR 52246, Nov. 13, 2017]

§40.231 What devices are used to conduct alcohol confirmation tests?

(a) EBTs on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" that meet the requirements of paragraph (b) of this section are the only devices you may use to conduct alcohol confirmation tests under this part.

(b) To conduct a confirmation test, you must use an EBT that has the following capabilities:

(1) Provides a printed triplicate result (or three consecutive identical copies of a result) of each breath test;

(2) Assigns a unique number to each completed test, which the BAT and employee can read before each test and which is printed on each copy of the result;

(3) Prints, on each copy of the result, the manufacturer's name for the device, its serial number, and the time of the test;

(4) Distinguishes alcohol from acetone at the 0.02 alcohol concentration level;

(5) Tests an air blank; and

(6) Performs an external calibration check.

[65 FR 79526, Dec. 19, 2000, as amended at 82 FR 52246, Nov. 13, 2017]

§40.233 What are the requirements for proper use and care of EBTs?

(a) As an EBT manufacturer, you must submit, for NHTSA approval, a quality assurance plan (QAP) for your EBT before ODAPC places the EBT on its Web page for "Approved Evidential Breath Measurement Devices."

(1) Your QAP must specify the methods used to perform external calibration checks on the EBT, the tolerances within which the EBT is regarded as being in proper calibration, and the intervals at which these checks must be performed. In designating these intervals, your QAP must take into account factors like frequency of use, environmental conditions (*e.g.*, temperature, humidity, altitude) and type of operation (*e.g.*, stationary or mobile).

(2) Your QAP must also specify the inspection, maintenance, and calibration requirements and intervals for the EBT.

(b) As the manufacturer, you must include, with each EBT, instructions for its use and care consistent with the QAP.

(c) As the user of the EBT (*e.g.*, employer, service agent), you must do the following:

(1) You must follow the manufacturer's instructions (see paragraph (b) of this section), including performance of external calibration checks at the intervals the instructions specify.

(2) In conducting external calibration checks, you must use only calibration devices appearing on NHTSA's CPL for "Calibrating Units for Breath Alcohol Tests."

(3) If an EBT fails an external check of calibration, you must take the EBT out of service. You may not use the EBT again for DOT alcohol testing until it is repaired and passes an external calibration check.

(4) You must maintain records of the inspection, maintenance, and calibration of EBTs as provided in §40.333(a)(3).

(5) You must ensure that inspection, maintenance, and calibration of the EBT are performed by its manufacturer or a maintenance representative certified either by the manufacturer or by a state health agency or other appropriate state agency.

[65 FR 79526, Dec. 19, 2000, as amended at 82 FR 52246, Nov. 13, 2017]

§40.235 What are the requirements for proper use and care of ASDs?

(a) As an ASD manufacturer, you must submit, for NHTSA approval, a QAP for your ASD before NHTSA approves it and ODAPC places the device on its Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". Your QAP must specify the methods used for quality control checks, temperatures at which the ASD must be stored and used, the shelf life of the device, and environmental conditions (*e.g.*, temperature, altitude, humidity) that may affect the ASD's performance.

(b) As a manufacturer, you must include with each ASD instructions for its use and care consistent with the QAP. The instructions must include directions on the proper use of the ASD, and, where applicable the time within which the device must be read, and the manner in which the reading is made.

(c) As the user of the ADS (*e.g.*, employer, STT), you must follow the QAP instructions.

(d) You are not permitted to use an ASD that does not pass the specified quality control checks or that has passed its expiration date.

(e) As an employer, with respect to breath ASDs, you must also follow the device use and care requirements of §40.233 .

[65 FR 79526, Dec. 19, 2000, as amended at 82 FR 52246, Nov. 13, 2017]

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 9, 2013

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER 68

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

() CONTINUING () ANNUAL

TYPE OF REQUEST: (X) INITIAL REQUEST () MODIFICATION

TYPE OF SERVICE: Offsite and Onsite Urine and Breath Sample Collection

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$1,200,000.00

PSC DURATION: December 1, 2013 through November 30, 2018

1. **DESCRIPTION OF WORK**

A. **Concise description of proposed work:**

To provide an off-site facility to collect pre-employment, post-accident, return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors and to provide a mobile on-site facility to collect random, follow-up, reasonable suspicion and post-accident breath and urine collection in compliance with DOT/FTA Drug and Alcohol Testing Regulations.

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

Urine and breath collection is a mandatory service under the Department of Transportation/Federal Transit Administration (DOT/FTA) Rules. Denial of this service will jeopardize continued transit agency Federal funding assistance.

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

This service was provided in the past through PSC No. 4023-08/09 that was approved by the Civil Service Commission on September 15, 2008, and PSC No. 3034-08/09, approved on September 25, 2008. At this time the SFMTA elects to allow the current contract to expire, and then proceed to solicit proposals for collection services with the goal of establishing a new contract.

D. **Will the contract(s) be renewed:**

Yes. At the end of this contract the SFMTA will issue a Request for Proposal for breath and urine collection services.

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

IFPTE Local 21 [Signature] 5/9/13
Union Name Signature of person mailing / faxing form Date

Union Name Signature of person mailing / faxing form Date

RFP sent to _____, on _____, _____
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE SFMTA approved
PSC# 4136-12/13 5-9-13

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The collection personnel must be trained in procedures designed to comply with 49 CFR Part 40, Subparts C and J, and shall demonstrate proficiency in complying with these procedures. Collection procedures for urine samples should be designed to comply with 49 CFR Subparts C, D and E. The collection of breath samples must be designed to comply with 49 CFR Part 40, Subparts J, K, L, M and N.

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

No civil service class normally performs this work.

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

The contractual services will include all necessary facilities and/or equipment for the collection of specimens and collection sites must comply with all requirements specified in 40 CFR Part 40, Subparts D and K. The firm selected must have the appropriate off-site facilities and personnel dedicated solely to SFMTA's drug and alcohol testing program to provide a clean, secure and private environment.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because the knowledge and experience required for this type of work requires knowledge, experience and training related to the collection of urine and breath samples as specified by 49CFR Part 40, Subpart C, D, E, J, K, L, M, and N.

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

No, it would not be practical to adopt a new civil service class, because adopting a new civil service class may result in a recruitment and retention problem and consequently affect the required services under DOT/FTA rules. There are legal mandates (49 CFR Part 40) requiring contractor to meet specific standards and adhere to specific procedures. Contracting is the most effective way to provide this service.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	()	(X)
B. Will the contractor train City and County employees?	()	(X)
C. Are there legal mandates requiring the use of contractual services?	()	(X)
D. Are there federal or state grant requirements regarding the use of contractual services? - 49 CFR Part 40	(X)	()
E. Has a board or commission determined that contracting is the most effective way to provide this service?	()	(X)
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	()	(X)

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

415-701-5377
Telephone Number

San Francisco Municipal Transportation Agency, Human Resources

1 S. Van Ness Ave., 6th Floor, San Francisco, CA 94103
Address

PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 23, 2011

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER 68

TYPE OF APPROVAL: () EXPEDITED () REGULAR (OMIT POSTING)

() CONTINUING () ANNUAL

TYPE OF REQUEST: () INITIAL REQUEST (X) MODIFICATION (PSC# 4023-08/09)

TYPE OF SERVICE: Offsite and onsite urine and breath sample collection

FUNDING SOURCE: San Francisco Municipal Transportation Agency 2011-2013 Operating Budget

PSC AMOUNT: \$ 900,000.00

PSC DURATION: December 1, 2008 - November 30, 2011

PSC MODIFICATION: \$ 210,000.00

PSC MODIFICATION: November 30, 2011 - November 30, 2013

PSC TOTAL: \$1,110,000.00

PSC DURATION: December 1, 2008 - November 30, 2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

To provide an off-site facility to collect pre-employment, post-accident, return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors and to provide a mobile on-site facility to collect random, reasonable suspicion and post-accident breath and urine collection in compliance with DOT/FTA Drug and Alcohol Testing Regulations.

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

Urine and breath collection is a mandatory service under the Department of Transportation/Federal Transit Administration (DOT/FTA) Rules. Denial of this service will jeopardize continued transit agency Federal funding assistance.

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

This service was provided through PSC No. 4023-08/09 that was approved on September 15, 2008.

D. Will the contract(s) be renewed:

Yes.

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

SEIU, Local 2010 [Signature] 8/25/11
Union Name Signature of person mailing / faxing form Date
IFPTE, Local 21 [Signature] 8/25/11
Union Name Signature of person mailing / faxing form Date

RFP sent to [Union Name], on [Date], [Signature]

FOR DEPARTMENT OF HUMAN RESOURCES USE

SFMTA approved

PSC# 4023-08/09

8-23-11

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The collection personnel must be trained in procedures designed to comply with 49 CFR Part 40, Subparts C and J, and shall demonstrate proficiency in complying with these procedures. Collection procedures for urine samples should be designed to comply with 49 CFR Subparts C, D and E. The collection of breath samples must be designed to comply with 49 CFR Part 40, Subparts J, K, L, M and N.

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

No civil service class normally performs this work.

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

The contractual services will include all necessary facilities and/or equipment for the collection of specimens and collection sites must comply with all requirements specified in 40 CFR Part 40, Subparts D and K. The firm selected must have the compliant off-site facilities and personnel dedicated solely to SFMTA's drug and alcohol testing program to provide a clean, secure and private environment.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because the knowledge and experience required for this type of work requires knowledge, experience and training related to the collection of urine and breath samples as specified by 49CFR Part 40, Subpart C, D, E, J, K, L, M; and N.

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

No. There are no CSC classes that can meet the legal mandates of 49 CFR Part 40 that require specific standards and adherence to specific procedures. Contracting is the most effective way to provide this service.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	()	(X)
B. Will the contractor train City and County employees?	()	(X)
C. Are there legal mandates requiring the use of contractual services?	()	(X)
D. Are there federal or state grant requirements regarding the use of contractual services? -Yes. The DOT/FTA regulations 49 CFR Part 40.	(X)	()
E. Has a board or commission determined that contracting is the most effective way to provide this service? - SFMTA Board approved at its meeting on August 5, 2008. Resolution No. 08-136	(X)	()
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? - SFMTA elects to exercise an option to extend the contracts with Accurate C&S Services and City Services.	(X)	()

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

(415) 701-5377
Telephone Number

San Francisco Municipal Transportation Agency, Human Resources
1 South Van Ness Avenue, 7th Floor, San Francisco, California 94103
Address



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

4032 - 11/12 \$450K
4033 - 11/12 \$1.77M
4023 - 08/09 mob \$210K
1.11M

September 28, 2011

NOTICE OF CIVIL SERVICE COMMISSION ACTION

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4024-11/12 THROUGH 4038-11/12; 3076-09/10; 4040-10/11; AND 4023-08/09.

At its meeting of September 23, 2011 the Civil Service Commission had for its consideration the above matter.

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

ANITA SANCHEZ
EXECUTIVE OFFICER

It was the decision of the Commission to:

- (1) Adopt the report; Approve request for PSC #4034-11/12 as amended. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for all remaining proposed personal service contracts. Notify the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c:
- Cynthia Avakian, Airport Commission
 - Parveen Boparai, Municipal Transportation Agency
 - Rachel Buerkle, Department of the Environment
 - Micki Callahan, Human Resources Director
 - Gordon Choy, Department of Public Works
 - Marie de Vera, Department of Human Resources
 - Kendall Gary, Department of Technology
 - Kan Htun, Arts Commission
 - Shamica Jackson, Public Utilities Commission
 - Florence Kyaun, Public Utilities Commission
 - Diane Lim, Adult Probation Department
 - Joan Lubamersky, General Services Agency
 - Esther Reyes, Controller's Office
 - Maria Ryan, Department of Human Resources
 - Officer Shawn Wallace, San Francisco Police Department
 - Commission File
 - Chron

POSTING F
9/19/2011

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date	End Date
3076-09/10	09	Controller	Regular	\$103,000	\$143,000	The City and County of San Francisco issued an RFP and selected a Contractor to enable the City to print and deliver checks during standard business operations and during an emergency at either a City facility (non-hosted) or at third party Contractor-run facility or service (hosted) consistently, securely and accurately. In addition, the selected Contractor will print and deliver checks in the event of hardware failure, software failure, or power failure during standard business operations and also have the ability to produce and deliver checks in the event of a large scale disaster for the San Francisco Bay Area securely and accurately. A modification of the approved PSC summary is sought to maximize the term of the contract beyond two years.	5/24/2010	7/30/2021
4040-10/11	28	Art Commission	Regular	\$8,000,000	\$9,899,510	In accordance with the City Charter, the San Francisco Symphony will perform concerts. These concerts will take place at the San Francisco Davies Symphony Hall October 2010 - July 2011 with two free concerts at a public park. Concerts will continue at San Francisco Davies Symphony Hall From July 2011 - June 30, 2014, with one free concert at the park each year.	9/30/2010	6/30/2014
14023-08/09	35	Municipal Transportation Agency	Regular	\$210,000	\$1,110,000	To provide an off-site facility to collect pre-employment, post-accident, return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors and to provide a mobile on-site facility to collect random, reasonable suspicion and post-accident breath and urine collection in compliance with DOT/FTA Drug and Alcohol Testing Regulations.	12/1/2008	11/30/2013

Sum of Modified Amounts: \$8,313,000

City and County of San Francisco
Gavin Newsom
Mayor



Department of Human Resources
Micki Callahan
Human Resources Director

NOTICE OF ACTION

September 25, 2008

Parveen Boparai
Municipal Transportation Agency
401 Van Ness Avenue, Room 320
San Francisco, CA 94102

Dear Ms. Boparai:

This is to notify you of the approval of the following Personal Services Contract(s) by the Department of Human Resources in accordance with, and under the authority of, the Civil Service Commission procedures for processing Personal Services Contracts:

<u>PSC Number</u>	<u>Amount</u>	<u>Description of work</u>
3034-08/09	\$40,000	Will provide a mobile facility to collect random, pre-employment, post-accident, return-to-duty, and after hours breath and urine samples for SFMTA employees and contractors in compliance with DOT/FTA Drug and Alcohol Testing Regulations.

by: Emily Morrison for
Micki Callahan
Human Resources Director

PERSONAL SERVICES CONTRACT SUMMARY

DATE: September 16, 2008

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER: #35

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

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

TYPE OF SERVICE: On-site Urine and breath sample collection

FUNDING SOURCE: SFMTA Operating Budget

PSC AMOUNT: \$40,000.00

PSC DURATION: October 1, 2008 through December 31, 2008

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

To provide a mobile facility to collect random, pre-employment, post-accident, return-to-duty, and after hours breath and urine samples for SFMTA employees and contractors in compliance with DOT/FTA Drug and Alcohol Testing Regulations.

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

This is a mandatory service under the Department of Transportation/Federal Transit Administration (DOT/FTA) Rules. Denial of this service will jeopardize continued transit agency Federal funding assistance.

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):

Howger Services has provided this service through Personal Services Contract 4092-04/05 approved on 5/19/05

D. Will the contract(s) be renewed:

Yes.

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

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

Union Name Signature of person mailing / faxing form Date

RFP sent to _____, on _____, _____
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3034-08/09

SFMTA Approved

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

*9-16-08
PB*

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The collection personnel must be trained in procedures designed to comply with 49 CFR Part 40, Subparts C and J, and shall demonstrate proficiency in complying with these procedures. Collection procedures for urine samples should be designed to comply with 49 CFR Subparts C, D and E, including but not limited to: a) security of samples and site; b) specimen control; c) completion of Specimen Custody Forms; d) completion of SFMTA Consent to Test and Use Of Disclosure of Medical Information Forms; e) SFMTA employee identification procedures; f) privacy; g) inspection of sample to ensure integrity and identify specimen; h) specimen examination and documentation of temperature measurement; i) conditions indicating need for observed specimen; j) observed procedure to follow in case of failure of employee to cooperate or to provide sufficient sample volume (45 ml); k) submission of "expedited" specimen to laboratory; and l) routine specimen transport. The collection of breath samples must be designed to comply with 49 CFR Part 40, Subparts J, K, L, M and N including but not limited to: a) Breath alcohol collection shall be administered by a certified Breath Alcohol Technician (BAT) or Screening Test Technician (STT); b) BAT shall only use a Evidential Breath Testing Device (EBT) and STT shall only use an Alcohol Screening Device (ASD) that is approved by the National Highway Traffic Safety Administration (NHSTA); c) All EBT's used must be externally calibrated in accordance with the plan developed by the manufacturer of the device for quality assurance; d) BAT and STT shall only use U.S. DOT Breath Alcohol Testing Forms; e) MUNI consent to test forms must be completed; f) BAT and STT shall follow all rules in 49 CFR Part 40, subparts L, M, and N for operation of the EBT or ASD; g) If initial test is 0.02 or greater, BAT or STT shall perform a confirmation test at least 15 minutes, and no later than 30 minutes of the completion of the screening test.

B. Which, if any, civil service class normally performs this work? None.

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

The contractual services will include all necessary facilities and/or equipment for the collection of specimens and collection sites must comply with all requirements specified in 40 CFR Part 40, Subparts D and K. The firm selected must have the appropriate mobile recreational vehicle (or equivalent) and personnel dedicated solely to SFMTA's drug and alcohol testing program to provide a clean, secure and private environment.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because the knowledge and experience required for this type of work requires knowledge, experience and training related to the collection of urine and breath samples as specified by 49CFR Part 40, Subpart C, D, E, J, K, L, M, and N.

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

No. Adopting a new civil service class may result in a recruitment and retention problem and consequently affect the required services under DOT/FTA rules. There are legal mandates (49 CFR Part 40) requiring contractor to meet specific standards and adhere to specific procedures. Contracting is the most effective way to provide this service.

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

Yes No

- A. Will the contractor directly supervise City and County employees? () (X)
- B. Will the contractor train City and County employees? () (X)
- C. Are there legal mandates requiring the use of contractual services? () (X)
- D. Are there federal or state grant requirements regarding the use of contractual services? () (X)
- E. Has a board or commission determined that contracting is the most effective way to provide this service? () (X)
- F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? (X) ()

Howger Services

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

(415) 554-4160
Telephone Number

San Francisco Municipal Transportation Agency

401 Van Ness Ave. Rm. 320. S. F. CA 94102

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: Assist SFPUC staff with complex real estate and land use issues and negotiations(PRO.0105)

Funding Source: Real Estate Services Operating Budget

PSC Duration: 4 years 52 weeks

PSC Amount: \$1,200,000

1. Description of Work

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

The work under this agreement includes identifying underutilized and other SFPUC properties that are candidates for revenue enhancement; assessing land economics; assessing project and entitlement feasibility; making entitlement applications; building and sustaining local government and community relationships to generate project support; securing necessary local government entitlement approvals outside of San Francisco; analyzing and resolving complex title issues and boundary issues; performing appraisals and providing pre-acquisition and pre-disposition services.

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

The service is necessary to help with the sales program for underutilized properties currently in progress and this program could be delayed further if denied. The SFPUC will not have certain expertise needed for complex projects. The SFPUC owns properties in San Francisco, San Mateo, Santa Clara, Alameda, Tuolumne, Stanislaus, and San Joaquin Counties. Almost all of the underutilized properties that are candidates for revenue enhancement are outside of the City and County of San Francisco. Each jurisdiction has its own entitlement requirements and economic environment which necessitate local expertise for entitlement feasibility and applications. The inability to complete these complex projects could lead to loss of income and ratepayer return.

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

Yes. Through SFPUC Contract No. CS-287, Real Estate and Land Use Services (PSC #4066-12/13).

D. Will the contract(s) be renewed?

No.

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

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).

Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

B. Explain the qualifying circumstances:

Short -Term Services: Once the underutilized properties are developed and/or sold, the need for additional services will end. Intermittent/Periodic Services: The SFPUC has certain complex leases (quarries, golf course, grazing, industrial) that require specialized experience to negotiate. These leases generally are long-term (20 - 40 years), so once the transactions are completed, the need for additional services will end. Specialized Services: SFPUC staff purchases properties and easements for utility use and capital projects. Due to the unique nature of the properties outside of San Francisco (watershed, remote locations), specialized expertise is required to handle title, boundary and land valuation issues. Conflict of Interest: Real estate appraisers are professionals who provide independent opinions of value as to real property. It is necessary to hire outside qualified appraisers to avoid potential conflicts of interest.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expertise in (i) negotiating complex leases (such as quarries, golf course, grazing, industrial, etc.); (ii) handling sales of complex and/or large parcels of land (e.g., agricultural land or land in remote locations, etc.); (iii) handling complex land use entitlements for lands outside of San Francisco; (iv) analyzing and resolving complex title issues; (v) analyzing and resolving boundary issues to support land use entitlements for projects on SFPUC lands outside of San Francisco; and (vi) assessing economics of real estate and land use projects (utility use, capital projects, etc.).
- B. Which, if any, civil service class(es) normally perform(s) this work? 1825, Prnpl Admin Analyst II; 4143, Principal Real Property Ofc;
- 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. Certain classes can do some of this work, but specialized expertise is not available at current city departments.

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

- A. Explain why civil service classes are not applicable.
Current 1825 Principal Analyst II and 4143 Principal Real Property Officer classifications do not have the required expertise.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it is not practical to adopt a new class because of the unique nature of SFPUC lands and the short term and intermittent nature of the consultant work. Once the complex long-term lease transactions and development and sale of underutilized properties are completed, there will be no need for additional services. Additionally, the work itself, especially the economic analysis and appraisal work, requires independent analysis to support the SFPUC's efforts to lease and sell property at fair market value for approvals by the SFPUC's Commission and the Board of Supervisors. In addition, the SFPUC uses specialty economists from time to time to assess the unique rent for its remote agricultural, grazing, quarry and golf course leases where standard commercial property "comps" are not applicable to assess fair market value.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. This SFPUC requires different and deep specialized expertise on a short-term or on an intermittent basis where the work is not suitable to build internal capacity. For instance, the SFPUC requires the services of a title expert, usually a former title company researcher, to research unique complex historic title issues for the SFPUC's watershed lands only a few times a year where the projects are beyond the expertise of current SFPUC analysts. This is important work that the SFPUC often requires to resolve pre-litigation property disputes where SFPUC staff has tried to do the work but has not had the resources to find the required documents located outside of San Francisco. In addition, the SFPUC has less than 10 underutilized properties that it is seeking to sell. All of these properties are located outside of San Francisco, have original property boundaries dating from before 1930 and have unique land use issues, such as the need for agricultural lot line adjustments or new parcel maps, in order to sell such property. The SFPUC requires the use of local land use consultants who understand how to comply with development and land use ordinances outside of San Francisco to handle the boundary issues and complex land use entitlements process. In addition, two areas of expertise required under this contract (land economics and appraisal) require independent analysis to support the approval by the SFPUC's Commission and the Board of Supervisors of the long-term lease and sale of property at fair market value.
- C. Are there legal mandates requiring the use of contractual services?
Yes. We are required to get independent appraisals from qualified appraisers for purchase and sale of property in accordance with Chapter 23 of the Administrative Code.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 03/08/2018, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43527 - 17/18

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 05/07/2018

Civil Service Commission Action:

Receipt of Union Notification(s)

Irwin, William

From: dhr-psccordinator@sfgov.org on behalf of wirwin@sfwater.org
Sent: Thursday, March 08, 2018 3:56 PM
To: Irwin, William; amakayan@ifpte21.org; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Irwin, William; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43527 - 17/18

RECEIPT for Union Notification for PSC 43527 - 17/18 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 43527 - 17/18 for \$1,200,000 for Initial Request services for the period 09/01/2018 – 08/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10796> 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)

[Print](#)

San Francisco Administrative Code

SEC. 23.3. CONVEYANCE AND ACQUISITION OF REAL PROPERTY.

The Director of Property may Convey any Real Property owned by the City upon recommendation of the department responsible for the administration of such Real Property, excepting park lands pursuant to Charter Section 4.113(2) or where a Conveyance of such Real Property would violate the terms of any gift, trust, deed restriction, bond covenant, or other covenant or restriction under which the City holds the Real Property. Such Conveyance may be made after the Board of Supervisors, by resolution, determines that the public interest or necessity demands, or will not be inconvenienced by, such Conveyance, and approves the Conveyance. The Board of Supervisors may authorize such Conveyance by resolution without advertisement, public auction, or Competitive Bidding Process if it determines that an advertisement, public auction, or Competitive Bidding Process is impractical, impossible, or is otherwise not in the public interest, including, for example only and not by way of limitation, when the Real Property is not capable of independent development, will be exchanged for other Real Property, or when the Board determines that a negotiated direct Conveyance of the Real Property will further a proper public purpose.

Before the Board of Supervisors approves a Conveyance, the Director of Property shall appraise the fair market value of such Real Property based on a review of available and relevant data and give the notices required by California Government Code Section 54220 *et seq.*, Administrative Code Chapter 23A, or any other applicable provision of state law. Before the Board of Supervisors approves any Acquisition of Real Property that is not a donation of Real Property, the Director of Property shall determine the fair market value of such Real Property based on a review of available and relevant data.

If the Director of Property determines the fair market value of Real Property that the City intends to Acquire or Convey exceeds \$10,000 and the proposed Acquisition is not a donation, the Director of Property shall obtain an Appraisal for the Real Property. If the Appraisal determines the fair market value of the Real Property exceeds \$200,000, the Director of Property shall obtain an Appraisal Review for such Appraisal. Any Appraisal and Appraisal Review shall have an effective date of value that is not earlier than nine months before the date legislation for the proposed Acquisition or Conveyance is submitted to the Board of Supervisors.

The Director of Property shall also advertise by publication the proposed Conveyance if the Conveyance will be by public auction or Competitive Bidding Process, for no less than 30 days. Every Conveyance other than a sale at public auction or through a Competitive Bidding Process shall be for a sales price of at least 100% of the appraised value of such Real Property, except where the Board determines either that (a) a lesser sum will further a proper public purpose, or (b) based on substantial evidence in the record, the terms and conditions of such Conveyance are reflective of the fair market value of the Real Property notwithstanding the appraised value.

(Added by Ord. 15-01, File No. 001965, App. 2/2/2001; amended by Ord. 179-03, File No. 030582, App. 7/18/2003; Ord. 103-16, File No. 160361, App. 6/24/2016, Eff. 7/24/2016)

(Former Sec. 23.3 repealed by Ord. 15-01, File No. 001965, App. 2/2/2001)

February 04, 2013 Regular Meeting

MINUTES

Regular Meeting

February 4, 2013

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:00 p.m.

ROLL CALL

President Kate Favetti	Present
Vice President Scott R. Heldfond	Present
Commissioner Mary Y. Jung	Present (Absent during Item #'s 13-15 & 16-19)
Commissioner E. Dennis Normandy	Present

President Kate Favetti presided.

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA

None.

APPROVAL OF MINUTES

Regular Meeting of January 7, 2013

Action: Adopted. (Vote of 4 to 0)

HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 5)

No report.

EXECUTIVE OFFICER'S REPORT (Item No. 6)

No report.

0021-13-8 Review of request for approval of proposed personal services contracts.
(Item No. 7)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4059-12/13	Controller	\$75,000	<p>The Contractor will conduct a benchmarking study to identify best practices in community engagement, specifically as they relate to planning the City's general obligation bond programs' construction & capital projects. In this context, community engagement includes information, consultation, engagement, and empowering activities that provide members of the public with direct ways to be involved in public life & decision making, particularly on issues in which they have a direct interest. The City greatly values citizen input & community engagement, as they are vital components for the City's construction planning & decision making. The goal of this study is to determine potential cost savings by identifying improvements to the City's current community engagement practices. The Contractor will</p> <p>(1) describe the City's current policies & practices for engaging communities & soliciting public input; (2) identify & research at least three comparable jurisdictions to determine community engagement best practices; and (3) recommend a set of best practices & a roadmap of strategies & plans for how to implement effective, cost-efficient community engagement.</p>	Regular	11/30/13

4060-12/13	Controller	\$75,000	The Contractor will conduct a benchmarking study to map San Francisco's project compliance & approval process & policies, specifically as they relate to the City's general obligation bond programs' construction & capital projects. The goal of this study is to determine opportunities for time & cost efficiency gains by identifying improvements to the process. As such, the selected Contractor will (1) describe the City's current project compliance & approval process & policies; (2) identify & research at least three comparable jurisdictions to determine project compliance & approval process best practices; and (3) recommend a roadmap of strategies & plans for how to improve the City's project compliance & approval process, making it more time and cost efficient.	Regular	12/31/13
4061-12/13	Environment	\$1,000,000	A qualified environmental professional contractor to conduct environmental site assessments, prepare cleanup plans and conduct remediation of privately-owned and public properties located in the Southeast area of San Francisco, as part of a Brownfield's project supported by federal grant awards from the U.S. Environmental Protection Agency (EPA). Specifically, the environmental professional is required to develop opinions and conclusions regarding conditions indicative of releases or threatened releases of hazardous substances and petroleum chemicals, as specified by EPA regulations (70 FR 66070, Nov. 1, 2005), for Brownfield sites.	Regular	12/30/17
4062-12/13	Environment	\$5,000,000	Assist the Department of designing, developing, facilitating, and implementing outreach and social marketing programs and creative multilingual campaigns in various areas including waste reduction, reuse, recycling, toxics reduction, energy efficiency and climate adaptation, etc. Additionally, contractor will provide research assistance such as surveys, focus groups, and other forms of market research.	Regular	06/30/18
4063-12/13	Art Commission	\$77,200	Artist team will design & fabricate a ceramic tile mosaic for the Arelious Walker Stair 28 Replacement Project.	Regular	12/31/16
4064-12/13	City Planning	\$75,000	The San Francisco Planning Department is soliciting a vendor to conduct a market analysis of selling Transferable Development Rights (TDRs) from City-owned properties, including studying the impact of proposed San Francisco zoning amendments on the existing TDR program and benchmarking other cities that has implemented TDR programs in which TDRs from publicly owned properties are sold.	Regular	06/30/14
4065-12/13	Human Resources	\$600,000	Provide a web-based, vendor-hosted human resources system for City job application, recruitment, testing, certification/referral processing and applicant demographics reporting capabilities. Services will include Implementation planning and delivery, data migration, and robust technical support, including system upgrades and maintenance, as well as as-needed system training and customization services.	Regular	06/30/18

A

4066-12/13	Public Utilities Commission	\$800,000	<p>The work under this agreement includes identifying surplus SFPUC properties that are candidates for revenue enhancement; accessing project and entitlement feasibility and economics; making entitlement applications; building and sustaining local government and community relationships to generate project support; beginning and managing environmental review; securing necessary local government entitlement approvals; and generating sale or lease publicity and arranging a sale and or lease program.</p>	Regular	07/01/18
4067-12/13	Public Utilities Commission	\$950,000	<p>Design a visitor's center, named the Alameda Creek Watershed Center (Center), in close proximity to the historic Sunol Water temple in Sunol, CA. The center, approximately 7,500 sf, is to be designed to accommodate interpretative exhibit areas including an aquarium, an auditorium/conference area, learning laboratory, event gathering space, classes and staff offices. The grounds of the Center are to be integrated fully into the buildings) design and should engage visitors in experiential water-inspired learning, bioregionalism and watershed dynamics as well as provide a peaceful retreat. The architectural/engineering team will need to work closely with City landscape architects to develop an inspirational and functional project. There will be an option to provide construction support services.</p>	Regular	07/31/16
4068-12/13	Public Utilities Commission	\$1,500,000	<ol style="list-style-type: none"> 1. Act as legal holder of conservation easements placed on various sites within SFPUC lands in Alameda Creek and/or Peninsula Watersheds. 2. Hold and administer a non-wasting endowment account as per CDFG requirements for investment policies. 3. Perform monitoring at least one time per year, and no more than twice per year for compliance with land use activities at sites. 4. Prepare reports on the results of the land use compliance monitoring inspections, and provide these reports to government Permit Agencies and SFPUC on an annual basis. 5. Enforce the terms of the conservation easement. 6. Provide Notice of Violation to SFPUC and Permit Agencies in the event of a violation of the terms of the conservation easement. 7. Require the restoration of any damage that takes place on conservation lands. 	Regular	01/31/16
4069-12/13	Municipal Transportation Agency	\$500,000	<p>The consultant will analyze the San Francisco Municipal Transportation Agency's (SFMTA) transportation (all modes) impacts on potential land use, employment, housing, transit service, and transportation infrastructure changes. The SF-CHAMP San Francisco Regional travel Model is the official transportation modeling tool for San Francisco and is certified as compliant with the Regional Transportation Plan by the Metropolitan Transportation Commission. The consultant is an expert working with this unique proprietary software product and will use the model to forecast changes in regional travel.</p>	Regular	03/03/18

4070-12/13	Municipal Transportation Agency	\$2,000,000	Develop and maintain an employee wellness program that enables employees to reach optimal physical wellbeing, fitness, injury prevention, and complements existing San Francisco Municipal Transportation Agency (SFMTA) services and programs by implementing, providing and managing the following services: (1) Comprehensive Risk Assessments to include: blood pressure screening; orthopedic assessments; nutrition; stress reduction; weight control; and chronic illness screening (2) Exercise and Education Centers (up to eight locations) to include professional quality fitness equipment with supervision and training; and healthy lifestyle and training programs (3) Therapeutic Program to include yoga, zumba, tai chi, massage, and similar therapeutic modalities (4) Data tracking, data management, and data reporting to measure outcomes	Regular	02/28/18
4071-12/13	Emergency Management	\$1,200,000	The contractor will provide training and exercise curriculums for the Bay Area urban Areas Security Initiative (UASI). Services will include review of existing regional catastrophic plans for each operational area; develop and conduct Homeland Security Exercise and Evaluation Program (HSEEP) tabletop exercises; develop a web-based interactive training curriculum for each Bay Area County; coordinate with CalEMA Golden Guardian regarding exercise design for use in Urban Shield; create a strategic plan addressing future growth and best practices from regional catastrophic training and exercise projects.	Regular	12/31/15
4072-12/13	Public Health	\$1,200,000	The contractor will perform neuromonitoring services for patients undergoing operating room procedures at San Francisco General Hospital. Neuromonitoring services consist of the patient being connected to electrodes during surgery and spontaneous electrophysiologic signals are obtained and interpreted periodically or continuously throughout the course of the operation.	Regular	02/28/15
4073-12/13	Department of Technology	\$28,000,000	Technical Support services for the Motorola radios used by the San Francisco Police Department, the Sheriff's Department, the Fire Department, the Department of Emergency Management, the Department of Public Works and the Public Utilities Commission.	Regular	09/22/17
4094-10/11	Treasurer/Tax Collector	Current Approved Amount \$100,000 Increase Amount Requested \$250,000 New Total Amount Requested \$350,000	A consultant will be engaged to assist the Treasurer-Tax Collector in implementing a Request for Proposals process for banking services that will result in a contract for bank services for the City and County of San Francisco.	Modification	12/31/14

4009-07/08	Environment	<p>Current Approved Amount</p> <p>\$2,249,000</p> <p>Increase Amount Requested</p> <p>\$2,750,000</p> <p>New Total Amount Requested</p> <p>\$4,999,000</p>	<p>Will conduct technical assistance and consulting for City Depts. engaged in the design, construction and operation of new bldgs., major renovations, tenant improvements and existing buildings where sub-contractors for specific areas of expertise are required: research, economic, technical and environmental analyses, energy modeling, green building and LEED (or other approved green building rating system) consulting, building commissioning, post-occupancy evaluation, policy and program design and implementation support.</p>	Modification	03/31/15
4023-09/10	Public Utilities Commission	<p>Current Approved Amount</p> <p>\$2,300,000</p> <p>Increase Amount Requested</p> <p>\$0</p> <p>New Total Amount Requested</p> <p>\$2,300,000</p>	<p>Contract work consists of environmental tasks in support of the Upper Alameda Creek Filter Gallery Project. The completed project would recapture water released from the Calaveras Reservoir. Tasks will include: 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.</p>	Modification	03/01/19
4028-06/07	Public Library	<p>Current Approved Amount</p> <p>\$1,050,000</p> <p>Increase Amount Requested</p> <p>\$1,100,000</p> <p>New Total Amount Requested</p> <p>\$2,150,000</p>	<p>The San Francisco Public Library (Library) seeks a Contractor to develop a program to interpret and coordinate data, design form format, and issue notices and forms for the Library in multiple languages. The services include transforming electronic data, via File Transfer Protocol (FTP) to generate around 1,000 library notices per day, printing text of notices onto designated forms, and mailing them to library patrons first class presorted on the same day. Initially, the Contractor and Library staff will meet to define the specifications for and design each of the required forms: reserves, overdue, billed items, holds expired, and holds cancelled. Subsequent changes and/or additions to the forms would be made as-needed and, on occasion, the Library would provide additional inserts, or camera-ready copy of same, to be included in the mailings.</p>	Modification	06/30/22

0021-13-8 (continued)

- Speakers:**
- Lily Conover and Mark dela Rosa, Controller's Office spoke on PSC# 4059-12/13.
 - Micki Callahan and Donna Kotake spoke on PSC# 4065-12/13.
 - David Scott and Rosanna Russell, PUC spoke on PSC #4066-12/13.
 - Shari Zinn, SEIU Local 1021, Jacquie Hale, Patricia Coggan and Lawrence Nichols, Department of Public Health spoke on PSC# 4072-12/13.
 - Jolie Gines and Joseph John, Department of Technology spoke on PSC# 4073-12/13.

- Action:**
- (1) Approved the request to withdraw PSC # 4065-12/13 at the request of Department of Human Resources. (Vote of 4 to 0)
 - (2) Adopted the report; Approved the request for approval of PSC# 4066-12/13 as amended to reflect contract duration of five years instead of six. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

(3) Adopted the report; Approved the request for approval of PSC # 4072-12/13 on the condition that the department reports back on its discussion with SEIU after one year. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

(4) Adopted the report; Approved the request for approval of PSC # 4073-12/13 as amended to reflect that the contract will be renewed after it has come before the Board of Supervisors. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

(5) Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

0022-13-1 Municipal Transportation Agency's Summary of Appealed Future Employment Restrictions Placed by SFMTA. (Item No. 8)

Speakers: None.

Action: Adopted the report. (Vote of 4 to 0)

0017-13-1 Department of Human Resources Report of Provisional Appointments. (Item No. 9) - Action Item

Speakers: None.

Action: Adopted the report. (Vote of 4 to 0)

0018-13-1 Department of Human Resources Report on Promotive Only Announcements. (Item No. 10)

Speakers: None.

Action: Adopted the report. (Vote of 4 to 0)

0019-13-1 Department of Human Resources Report on Position-Based Testing Program. (Item No. 11)

Speakers: None.

Action: Adopted the report. (Vote of 4 to 0)

0020-13-1 Department of Human Resources Department Report on Exempt Positions Under Charter Section 10.104.16 through 10.104-18. (Item No. 12)

Speakers: Kerry Ko, Department of Human Resources

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: Professional Energy Engineering Consulting Services(PRO.0106)

Funding Source: SFPUC Infrastructure Project Funds

PSC Duration: 4 years 52 weeks

PSC Amount: \$12,000,000

1. Description of Work

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

The consultant will perform detailed analyses of facility energy use patterns and provide specialized energy-efficiency retrofit recommendations and cost-benefit analysis for Heating, Ventilation, and Air Conditioning (HVAC), controls, and lighting retrofits. Consultant will support retrofit implementation with specialized design, performance specifications, and construction support services, along with project commissioning, benchmarking, building retro-commissioning, LEED Certification, energy system training, and measurement and verification services. Consultant also will provide city design teams with "better than code" design recommendations to incorporate energy efficiency into new construction and major renovations of municipal buildings, water/wastewater facilities and other City facilities. The consultant also will provide technical support for developing and managing new energy efficiency programs, along with financial analysis, environmental services, and guidance of new and emerging energy technologies.

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

This contract is necessary to provide specialized energy efficiency industry knowledge, skills, and equipment that cannot be provided by City staff. Denial of services would prevent cost-effective energy efficiency projects and the associated energy savings from being achieved for municipal departments, City facilities, and other Hetch Hetchy Power customers.

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

Currently, these services are being provided under the as-needed contract (CS-193) which will expire on January 1, 2019. Past contracts included CS-812 which expired in October 2013.

D. Will the contract(s) be renewed?

No.

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

not applicable

2. Reason(s) for the Request

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

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

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

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

B. Explain the qualifying circumstances:

The consultant services will support energy efficiency projects and programs at the SFPUC. These initiatives require expertise with diverse emerging technologies and building types to improve the energy efficiency of new and existing buildings. The specific expertise needed varies with project phases and by facility type over multiple years. In addition, funding for these initiatives has varied over the past several years and is subject to both internal and external budget constraints.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The consulting firms will require extensive experience in conducting technical energy audits of existing buildings; preparing specialized energy related design and performance specifications; utility-scale energy-efficiency program design; computerized energy modeling of buildings; design of buildings that exceed Title 24 requirements; and evaluation of emerging energy technologies.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 5601, Utility Analyst; 5602, Utility Specialist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The consultant will provide equipment and/or software not currently possessed by the City for testing building energy systems equipment and for performing computer modeling analysis.

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

The field of energy efficiency is very specialized. Other City departments have used our current contract for their building commissioning requirements. The City has limited staff with the specific skillsets and are not available to meet our intermittent and short-term project and scheduling demands.

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because consultant scope is specialized engineering services and requires specialized skills and training in design and modeling of building systems, energy efficiency technologies, and energy related strategies for buildings. These services normally require expertise from a team of specialists to fill the broad range of disciplines. Civil service classes are not specifically required to have the type of experience and expertise to be able to fulfill the scope of work under this contract. For this PSC, the SFPUC is seeking specialized expertise on a very limited, as-needed basis, rather than on a consistent fulltime basis. SFPUC-Power continually evaluates its workforce capacity and employment demands and has added additional staff over the past several years. SFPUC-Power will continue its efforts to be inclusive of City staff wherever possible, including continued on-the-job training, development, and side-by-side work opportunities with industry leading experts and consultants.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services provided by this contract are varied and broad with any one skill required only on an intermittent basis (dependent upon many changing factors such as facility type, schedule of new construction projects, and future funding). This variability makes employment by Civil Service personnel impractical. The variety of specialized knowledge required would likely not be possessed by any single classification as many years of training and experience in each specialty are normally required to attain the level of requisite expertise.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. The contractor is expected to train City and County employees in such topics such as: Energy Modeling, Energy Analysis, Building Optimization, Operation and Maintenance (O&M). Budgeted Training Hours:160 hours are estimated for training services. Staff Receiving Training: Utility Analysts, Utility Specialists, Engineers, Facility Engineers, among others may be provided training.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes, Possibly. Contractors who hold current contracts with the SFPUC will be allowed to bid on the contract.

7. Union Notification: On 03/08/2018, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45583 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of wirwin@sfgwater.org
Sent: Thursday, March 08, 2018 1:41 PM
To: Irwin, William (PUC); amakayan@ifpte21.org; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Irwin, William (PUC); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 45583 - 17/18

RECEIPT for Union Notification for PSC 45583 - 17/18 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45583 - 17/18 for \$12,000,000 for Initial Request services for the period 01/01/2019 -- 12/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10793> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION Dept. Code: PUC

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4155-05/06)

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

Type of Service: Professional Energy Engineering Consulting Services (CS-812/CS-193)

Funding Source: Power Enterprise Revenue

PSC Original Approved Amount: \$9,800,000 PSC Original Approved Duration: 10/01/06 - 09/13/13 (6 years 49 weeks)
PSC Mod#1 Amount: \$1,225,000 PSC Mod#1 Duration: 09/14/13-10/12/13 (4 weeks 1 day)
PSC Mod#2 Amount: \$9,500,000 PSC Mod#2 Duration: 10/13/13-09/30/17 (3 years 50 weeks)
PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 10/01/17-12/31/20 (3 years 13 weeks)
PSC Mod#4 Amount: PSC Mod#4 Duration:
PSC Cumulative Amount Proposed: \$20,525,000 PSC Cumulative Duration Proposed: 14 years 13 weeks

1. Description of Work

A. Scope of Work:

The consultant will perform detailed analyses of facility energy use and provide energy-efficiency retrofit recommendations and cost-benefit analysis for Heating Ventilation Air Conditioning, controls, and lighting retrofits. Consultant will support retrofit implementation with specialized design, performance specifications, and construction support services, along with project commissioning, building retro-commissioning, energy training, and measurement and verification services. Consultant also will provide city design teams with "better than code" design recommendations to incorporate energy efficiency into new construction and major renovations of municipal buildings and water/wastewater facilities. The consultant also will provide technical support for developing and managing energy efficiency programs, along with financial analysis, environmental services, and reviews of new energy technologies.

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

This contract is necessary to provide specialized energy efficiency industry knowledge, skills and equipment that cannot be provided by City staff. Denial of services would prevent cost-effective energy efficiency projects and the associated savings from being achieved for municipal departments.

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.

This service is currently being provided via PSC No. 4155-05/06.

D. Will the contract(s) be renewed? Yes, two possible one-year extensions.

2. Union Notification: On 03/28/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4155-05/06

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 04/09/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The consulting firm needs extensive experience in conducting technical energy audits of existing buildings; preparing specialized design and performance specifications to bid out retrofit projects, specialized lighting design; utility-scale energy-efficiency program design; computerized energy modeling of buildings and design of buildings that exceed Title 24 requirements; and evaluation of emerging energy technologies.

B. Which, if any, civil service class(es) normally perform(s) this work?
5601,5602,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes. The contractor will provide equipment not currently possessed by the City for testing building energy systems equipment and for performing computer modeling analysis.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

SFPUC staff positions (5602 and 5601) are not able to perform technical energy audits, produce technical specifications, or do complex modeling. The professional engineer series (5200 series) design for City buildings but do not possess the specialized knowledge in "better-than-code" energy efficient technologies and design. New construction design assistance is meant only to supplement City project architects/building engineers.

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

No. Services are varied and broad with any one skill required only on an intermittent basis (dependent on changing factors such as facility type, schedule of new construction projects and future funding). The variety of specialized knowledge required would likely not be possessed by any single classification.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 03/28/14 BY:

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

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



[Home](#) » [May 21, 2012 Regular Meeting](#)

May 21, 2012 Regular Meeting

Civil Service Commission - May 21, 2012

STAY CONNECTED



MINUTES

Regular Meeting

May 21, 2012

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:07 p.m.

<p>4085-07/08</p> <p><i>Postpone to meeting of 6/4/12</i></p>	<p>Public Utilities Commission</p>	<p>Increase Amount</p> <p>\$0</p> <p>New Amount</p> <p>\$2,000,000</p>	<p>The reason for this modification is insure the Water Quality Division (WQD) capability for meeting all sample testing required for regulatory compliance. A full service environmental laboratory will provide "as-needed" reference laboratory testing of drinking water, wastewater, groundwater, soils, sediments, solids, hazardous waste, and biota (tissues). (CS-896).</p>	<p>Modification</p>	<p>02/28/15</p>
<p>4155-05/06</p>	<p>Public Utilities Commission</p>	<p>Increase Amount</p> <p>\$9,500,000</p> <p>New Amount</p> <p>\$20,525,000</p>	<p>The consultant will perform detailed analyses of facility energy use patterns and provide specialized energy efficiency retrofit recommendations and cost-benefit analysis for Heating Ventilation Air Conditioning (HVAC) controls, and lighting retrofits. Consultant will support retrofit implementation with specialized design, performance specifications, and construction support services, along with project commissioning, benchmarking, building retro-commissioning, energy system training, and measurement and verification services. Consultant also will provide city design teams with better than code design recommendations to incorporate energy efficiency into new construction and major renovations of municipal buildings, water/wastewater facilities and other City facilities. The consultant also will provide technical support for developing and managing new energy efficiency programs, along with financial analysis, environmental services, and guidance of new and emerging energy technologies.</p>	<p>Modification</p>	<p>09/30/17</p>
			<p>This temporary shuttle bus service will operate six hours a day during peak commute times to decrease the</p>		

3035-11/12	Public Health	Increase Amount \$33,600 New Amount \$67,200	number of single-occupancy vehicles traveling to the SFGH campus. This service is intended to positively impact air quality and reduce traffic and congestion related to the Rebuild of SFGH. The shuttle will operate between SFGH and major transit hubs as directed by the SFGH Rebuild Environmental Impact Report's Environmental Mitigation Measures while the SFGH Rebuild project is underway. The goal of this project is to reduce motor vehicle emissions.	Modification	06/30/12
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Speakers: Maureen Gannon, Office of the Sheriff spoke on PSC #4125-11/12.

- Action:**
- (1) Adopted the report; Approved the request for PSC #4124-11/12. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0) Commissioner Heldfond recused. (Vote of 4 to 0)
 - (2) Adopted the report; Approved the request for PSC #4125-11/12 as a modification. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
 - (3) Postponed PSC #4085-07/08 to the meeting of June 4, 2012 at the request of the Public Utilities Commission. (Vote of 4 to 0)
 - (4) Adopted the report; Approved the request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

0129-12-5 Secondary Criteria for Q-50 Police Sergeant. (Item No. 8)

Speakers: Michael Cerles, Department of Human Resources
 Alice Villagomez, San Francisco Police Department

Action: Accepted the recommendation of the Human Resources Director and approved the proposed Secondary Criteria for Q-50 Police Sergeant; When making appointments, the Appointing Officer will consider the following secondary criteria: assignments, training, education, community involvement, special qualifications, commendations/ awards, bilingual certification and disciplinary history. (Vote of 4 to 0)

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: System Maintenance Services for 525 Golden Gate Lutron Lighting System

Funding Source: Operating Funds

PSC Duration: 5 years

PSC Amount: \$289,160

1. Description of Work

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

The San Francisco Public Utilities Commission ("SFPUC") is headquartered at 525 Golden Gate Avenue in San Francisco, California. The building's Lutron Quantum Lighting Control and Energy Management System ("Lutron Lighting System") installed by Webcor on or about 2012 at a cost of approximately \$3,325,000, is manufactured by Lutron Electric Inc. ("Lutron Electric").

The Lutron Lighting System is a highly technical and proprietary system that provides total light management by bringing together the most complete line of lighting controls, digital ballasts, LED drivers, and sensors together under one software umbrella. Since its installation in 2012, SFPUC has not been able to secure a contract by which to maintain its Lutron Lighting System. At this time, we have negotiated a five year contract with Maltby Electric Supply Co. Inc. ("Maltby"), the only entity authorized by the system's manufacturer, to provide the system maintenance services required for the system to continue operating properly. The services will consist of: Software Upgrade Services, Annual System Support Service and As-Needed Technical Support. Please see attached documents for details regarding scope of each type of service.

This purchase has been authorized by the Office of Contract Administration under Section 21.30 of the San Francisco Administrative Code.

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

The Lutron Lighting System is a highly technical and proprietary system. Since its installation in 2012, SFPUC has not been able to secure a contract by which to upgrade or maintain its Lutron Lighting System. Consequently, system issues are being resolved internally and inadequately, putting the system at constant risk of failure. In addition, and despite our attempt to resolve these issues internally, we are having significant software lighting failures on the 13th floor of our building, as well as other locations throughout the building. If SFPUC is not permitted to contract with Maltby to properly maintain the system in accordance with the system manufacturer's requirements, the system will ultimately fail. In so doing, SFPUC would be required to purchase and install a new lighting system – something that would cost the agency at least \$1.5-2 million dollars, disrupt building operations and require redirecting staffing resources – all while delivering zero added value over the current system.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
The Lutron Lighting System was installed by Webcor on or about 2012. Since its installation in 2012, SFPUC has not been able to secure a contract by which to maintain its Lutron Lighting System.

D. Will the contract(s) be renewed?

Yes. The Lutron Lighting System consists of proprietary software and hardware components belonging to Lutron Electric. As such, only suppliers authorized by Lutron Electric may maintain the Lutron Lighting System and/or provide any upgrades to it. As per Lutron Electric guidelines, the 525 Golden Gate Lutron Lighting System must be maintained by its distributor Maltby Electric Supply Co. Inc, a current 12b City Supplier. Until such time we replace the entire lighting system for this building, we will require maintenance services similar to those proposed under this contract.

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

The San Francisco Public Utilities Commission 'SFPUC' is headquartered at 525 Golden Gate Avenue in San Francisco, California. The building's Lutron Quantum Lighting Control and Energy Management System 'Lutron Lighting System' installed by Webcor on or about 2012 at a cost of approximately \$3,325,000, is manufactured by Lutron Electric Inc. 'Lutron Electric'. The Lutron Lighting System consists of proprietary software and hardware components belonging to Lutron Electric. As such, only suppliers authorized by Lutron Electric may maintain the Lutron Lighting System and/or provide any upgrades to it. As per Lutron Electric guidelines, the 525 Golden Gate Lutron Lighting System must be maintained by its distributor Maltby Electric Supply Co. Inc, a current 12b City Supplier. Until such time we replace the entire lighting system for this building, we will require maintenance services similar to those proposed under this contract.

2. Reason(s) for the Request

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

Other (be specific and attach any relevant supporting documents):

REASON FOR CHECKING OTHER:

The Lutron Lighting System consists of proprietary software and hardware components belonging to Lutron Electric. As such, only suppliers authorized by Lutron Electric may maintain the Lutron Lighting System and/or provide any upgrades to it. As per Lutron Electric guidelines, the 525 Golden Gate Lutron Lighting System must be maintained by its distributor Maltby Electric Supply Co. Inc, a current 12b City Supplier. Until such time we replace the entire lighting system for this building, we will require maintenance services similar to those proposed under this contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The Lutron Lighting System consists of proprietary software and hardware components belonging to Lutron Electric. As such, only suppliers authorized by Lutron Electric may maintain the Lutron Lighting System and/or provide any upgrades to it.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 5212, Engineer/Architect Principal; 5241, Engineer;

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

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

No. The Lutron Lighting System consists of proprietary software and hardware components belonging to Lutron Electric. As such, only suppliers authorized by Lutron Electric may maintain the Lutron Lighting System and/or provide any upgrades to it.

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

A. Explain why civil service classes are not applicable.

The Lutron Lighting System consists of proprietary software and hardware components belonging to Lutron Electric. As such, only suppliers authorized by Lutron Electric may maintain the Lutron Lighting System and/or provide any upgrades to it.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The Lutron Lighting System consists of proprietary software and hardware components belonging to Lutron Electric. As such, only suppliers authorized by Lutron Electric may maintain the Lutron Lighting System and/or provide any upgrades to it.

6. Additional Information

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

No.

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

No. Contractor is providing system maintenance services for the Lutron Lighting System. This system consists of proprietary software and hardware components belonging to Lutron Electric. As such, only suppliers authorized by Lutron Electric may maintain the Lutron Lighting System and/or provide any upgrades to it. Therefore, there is no subject on which staff require training.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 04/05/2018, 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; Professional & Tech Engrs, SFAPP

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

Name: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sfgwater.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48916 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

From: Emma Erbach
To: [Moayed, Taraneh](mailto:Moayed.Taraneh)
Subject: RE: Request for Expedited Local 21 Review of PSC # 48916 - 17/18 with Maltby Electric Supply Co. Inc
Date: Monday, April 09, 2018 2:06:00 PM

Hi Taraneh,

A Thanks for all the info. Considering that this is pretty clearly proprietary work our members cannot perform, Local 21 has no objections to the PSC.

From: Moayed, Taraneh [mailto:TMoayed@sfwater.org]
Sent: Monday, April 09, 2018 10:29 AM
To: Emma Erbach <eerbach@ifpte21.org>
Cc: Moayed, Taraneh <TMoayed@sfwater.org>
Subject: Request for Expedited Local 21 Review of PSC # 48916 - 17/18 with Maltby Electric Supply Co. Inc
Importance: High

Hello Emma-

SFPUC would like to request expedited Local 21 Review of PSC # 48916 - 17/18 with Maltby Electric Supply Co. Inc.

The purpose of this contract is to obtain much needed support and software upgrade for 525 Golden Gate's Quantum Lighting Control and Energy Management System ("Lutron Lighting System"), installed by Webcor in 2012 at a cost of approximately \$3,325,000. The system, manufactured by Lutron Electric Inc, is a highly technical and proprietary system that can be maintained only by Lutron authorized providers. As such, OCA has approved this contract under Section 21.30 of the SF Admin Code.

Since its installation in 2012, SFPUC has not been able to secure a contract by which to upgrade or maintain it. Consequently, system issues are putting the system at constant risk of failure. In fact, we are now having significant software lighting failures on the 13th floor of our building, as well as other locations throughout the building.

We have been working on negotiating this contract for nearly two years and finally came to an agreement just last week. Given our lighting failures to date, we would like to execute as soon as possible.

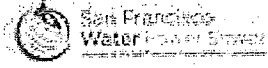
Is it possible for Local 21 to review and provide its approval before the 30 day PSC wait period?

Your consideration is appreciated.

Regards,

Taraneh Moayed

Principal Administrative Analyst, IT Services
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102
Tel: 415-551-4377
Email: tmoayed@swater.org



From: dhr-psccordinator@sfgov.org
To: Moayed, Taraneh; amakayan@ifpte21.org; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Moayed, Taraneh; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48916 - 17/18
Date: Thursday, April 05, 2018 3:56:42 PM

RECEIPT for Union Notification for PSC 48916 - 17/18 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 48916 - 17/18 for \$289,160 for Initial Request services for the period 06/01/2018 – 05/31/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10899> 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)



MALTBY ELECTRIC SUPPLY CO., INC.
www.maltbyelectric.com

Appendix A Upgrade Services Scope of Work

I. Project Management & Planning Process

- A. Initial project planning (estimated 1-hour conference call):
 - a. Lutron and customer to schedule a conference call engaging Lutron FSE and salesperson, onsite IT and Facilities or Operations representative(s) to review the overall upgrade project scope. This includes scheduling, network, IT, as well as all applicable labor and onsite requirements and impact.
- B. Database Design & Testing (estimated 1-week service):
 - a. Customer to provide CAD (or equivalent) drawings of the existing onsite space(s) to Lutron for database design and testing purposes
 - b. After completing step 1(a) in the On-Site Upgrade Process below and receiving CAD files, Lutron's Database Team will implement and test the Custom Floorplan files for optimal user interface with Quantum Vue. This is office-based work and does not require an onsite technician.
- C. Final Coordination Call (estimated 1-hour conference call):
 - a. Lutron and customer to schedule a call engaging Lutron FSE and salesperson, onsite IT and Facilities or Operations representative(s) to confirm all of the necessary pre-visit requirements have been met. These requirements are summarized in part 1 of the Customer Responsibilities section.

II. On Site Upgrade Process

- A. During 'Verification Site Walk' (estimated 1-day service):
 - a. The existing, onsite lighting Sequence of Operations (SoO) will be reviewed and documented by the Lutron Field Service Technician (FSE) prior to initiating the upgrade.
 - b. The current system database will be extracted from your Quantum system. **IMPORTANT: Any database changes made subsequent to this extraction and prior to conclusion of the upgrade will be lost.**
 - c. A system diagnostic will be performed to establish the current state of the system. Any existing system performance items, such as devices that the system cannot communicate with, will be reviewed and resolved if possible. System performance items that cannot be resolved during this visit will be



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documented for further review. If additional days are required to fix existing onsite issues, those visits may be billable and are not included in the cost of the upgrade.

B. During the 'System Upgrade' (estimated 1-week service):

- a. The new Quantum software will be copied and installed to the server/laptop intended for use with your Quantum system. This will require a representative from customer IT on-hand to help resolve any potential installation issues.
- b. The existing lighting system configuration files will be copied to the Lutron server and upgraded to the new lighting software version.
- c. To ensure accurate power and energy usage data recorded by the lighting system, the Lutron FSE will need to verify the appropriate load schedule information in the database. The customer is responsible for providing an accurate load schedule including, fixture type and wattage information. **Important: If the Lutron FSE is required to walk the customer site to determine the wattages of each of the different fixture types, a Change- Order may be required prior to performing the site walk/upgrade.**
- d. System device firmware will be upgraded to the latest version (application- dependent):
 - i. There are 19 total processors onsite affected by this version upgrade
 - ii. The system configuration will be transferred to all devices in the system. All relevant device firmware will be upgraded at this time. Affected number of devices is dependent upon age and status of your existing equipment.
- e. All areas controlled by the Lutron Lighting system will be tested by the FSE.
- f. The FSE will work with the designated integrator and onsite Facility Manager to verify the functionality of any third-party systems that are communicating with the Lutron system.
- g. Training will be conducted for the onsite facility team on the new software

C. Post Startup (estimated 1-day visit):

- a. A follow up visit will be schedule approximately 2 months out to return for training and system tuning at the request of the facility management team.



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****NOTES:** *The above process assumes that a server is already in place for the lighting system. If this is not the case, the Lutron FSE's laptop will be connected to your system prior to this upgrade. To avoid unnecessary business interruptions, any issues encountered during the upgrade will be resolved prior to continuing onto the next phase of the upgrade.*

III. Customer Responsibilities

A. Requirements to be met **prior** to the upgrade taking place:

- a. Customer is required to provide an IT professional to coordinate the network configuration to meet Lutron's requirements. Details regarding those requirements are available by clicking here.
- b. Customer is responsible for providing an accurate load schedule, including fixture type and wattage information. If the Lutron FSE is required to walk the customer site in order to determine the wattages of each of the different fixture types, a Change-Order may be required prior to performing the site-walk.
- c. The purpose of the server is to contain the lighting database and serve as the reporting engine for the Lutron lighting system. A server (or virtual server) must be in place for the Lutron system. Reference the current bill of materials to ensure that the expectations of server requirements are met. The server (or virtual server) requirements can be found online at www.lutron.com under the following model numbers:

QS-A-CMP-R-0:	Q-Manager™ High Reliability Server
QS-A-CMP-S-0	Q-Manager™ Server
*QS-A-CMP-SBO-0	Q-Manager™ Server By Others
*QS-A-CMP-VSBO-0	Q-Manager™ Virtual Server by Others

**NOTE: If you have a "Server By Others" line item (QS-A-CMP-SBO-0, QS-A-CMP-VSBO-0), it is the job site's responsibility to provide a suitable server onsite at the time of the upgrade.*

B. Requirements to be met **during** the software upgrade process:

- a. The Lutron FSE will need to be able to connect their laptop to the Lutron network via a wired or wireless connection. The network must be configured per Lutron's network requirements
 - i. The Lutron FSE laptop or the Lutron server may need to have internet access in order to move files and to allow temporary



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remote access for Lutron Engineering

- ii. The Lutron FSE may need to work with the assigned IT contact via phone in order to help resolve any issues found with the network that the lighting system resides on or with the server that the Quantum software is installed on. The Lutron FSE will need to have a point of contact for any 3rd party integrated control systems in order to provide any necessary technical support.
- b. The Lutron FSE will need to access to any 3rd party integrated control systems that are communicating with the Lutron system in order to test that those systems are working properly after the upgrade.
- c. The Lutron FSE will require access to the areas of the buildings that are controlled by the Lutron system. The Lutron FSE will need to be able to turn lights on/off during the upgrade process as needed.

IV. Summary of Upgrade Enhancements

A. Operational Improvements

- a. Zone Flash feature: When adjusting your system, confirm quickly and easily which lights are being affected.
- b. XML Web Service: Communicate with 3rd party integrated control systems using XML protocol.
- c. Simple Conditional Logic: Define rules to perform specific actions based on the state of other individual components.
- d. Advanced Conditional Logic: Define rules to perform specific actions based on the state of multiple other components.
- e. Energy Metering: Meet LEED requirements and/or other sustainability standards by measuring energy use.
- f. Brightness Override: Close automated shades to shield employees from unexpected glare.

B. Interface Improvements

- a. Multiple Ballast Replacement: Resolve ballast replacements quickly with a supportive wizard tool.
- b. Alerts & Alarms: System will detect and warn designated managers via email of problems before they cause disruption to occupants.
- c. Administrative Access Rights: Decide which employees can control certain areas of your campus or building.



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- d. Favorite Buttons: Save programming configurations to switch instantaneously between lighting events across areas and devices.
- e. Web-based Application: Accessibility to the system via any device that is network-connected to the Lutron network.
- f. Custom Floorplan Integration: Access to system controls and actions via a floorplan image broken into user-defined areas
- g. Intuitive Tile Interface: Improved and updated user interface via clickable tile icons
- h. Savings by Strategy Reports: Summary graphical view of total energy savings by method, such as occupancy sensing, timeclocks, etc.
- i. Space Type Definitions: Ability to create discrete space categories within Quantum to quickly specify a sequence of operations for spaces with similar applications.

C. Hardware Integration Improvements

- a. Radio Shadow Sensors: Keep automated Sivoia QS shades open when the environment casts shadows on your building.
- b. Zone Mapping: Allows Lutron Grafik Eye units to be programmed by individual zone without the need to re-run wire in the space.
- c. Mullion-Mount Shadow Sensors: Updated version of the shadow sensor to allow for mounting on window mullions.
- d. Palladiom Keypads: Redesigned keypad style options available for integration with your system.
- e. LED Driver Support: Identification enabled for Lutron LED drivers to more easily identify fixture types and improve energy reporting data.
- f. Grafik T Slider: Support for the new Grafik T control.

Quantum® and Quantum Vue™ Ethernet Network Configuration

Installation Overview

The network architecture that forms the Local Area Network (LAN) for the Quantum® processor and server communications of the Quantum® lighting control system through the Quantum Vue™ browser can be adapted to an existing institutional network infrastructure. While this can be of substantial savings in time and material when adapted to an institution's network infrastructure, the responsibility, setup, and authority for that network falls directly under that institution's IT administration.

When using an institution's network infrastructure, the Quantum® LAN must have unrestricted communication within that institution's IT parameters. This document lists the IT requirements for the Quantum® LAN and needs to be given to the institution's IT administration far in advance of system installation.

Timeliness of a project where a Quantum® system is residing on the institution's network is dependent on that institution's IT planning and cooperation. The earlier the institution IT administration is brought into the project, the easier and more efficient the installation will be.

Ethernet Overview

The Quantum® light management system requires an IEEE 802.3 Ethernet link to enable communications between Quantum® processors as well as between Quantum® processors and the Quantum® server. When this Ethernet link is supplied by a customer's IT department, it must be designed and configured to meet the institution's IT requirements and the Quantum® LAN requirements.

System Overview

Each facility will have its own characteristics. This document outlines the guidelines and requirements for the infrastructure to support the Lutron® Quantum® system.

The Quantum® Ethernet communications link follows the IEEE 802.3 Ethernet standard using a minimum cabling of Category 5 (CAT5) at the Quantum® processor, and IEEE 802.3 Ethernet standard cabling between Quantum® processors and the Quantum® server. This copper or fiber wiring must follow the standard IEEE 802.3 Ethernet wiring rules for distance and separation.

- CAT5 maximum distance requirement: 328 ft (100 m)
 - If a cable run of longer than 328 ft (100 m) is required, a switch or repeater will need to be used to extend the length.
- There should not be more than 6 "hops" from the processor to the server.
 - A "hop" is defined as the Ethernet link passing through a device such as a router or switch. Keep in mind that there is a "hop" from the Quantum® processor to the first Ethernet switch.

It is possible to use an existing Ethernet infrastructure installed in the building as the Quantum® processor communications link. When this is done, the customer, network installer, and network administrator must be aware of the Quantum® system requirements.

The Quantum® system uses UDP multicast between Quantum® processors. The customer-provided network must be configured to allow multicast traffic between the Quantum® processors on the network.

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Quantum® and Quantum Vue™ Ethernet Network Configuration

System Start-Up

When the network is supplied by others, the network must be operational before the Lutron® field service engineer arrives on site for system start-up. The system start-up cannot be completed without reliable connectivity between the Quantum® processors and the Quantum® server.

The customer may be required to schedule an additional field service visit at an additional charge if start-up cannot be completed. This may occur if the network is not installed or if any networking equipment required to ensure connectivity between Quantum® components is not operational and properly configured.

Site and Network Access

Lutron® field service engineers and supporting personnel must have access to network equipment required to ensure communication between Lutron® components on the network.

If access to network equipment and/or use of network analysis tools is not permitted, the customer must ensure that qualified network support personnel are on site and available to support the Lutron® field service engineer during the commissioning process. Lack of support may require scheduling additional field service visits at an additional charge.

Network Documentation

The network configuration settings of the Lutron® equipment connected to the network; such as, IP addresses, subnet masks, and gateway addresses, must be supplied to Lutron prior to the Lutron® field service engineer's arrival on site to commission the system.

Network Support Disclaimer

When the network is supplied by the customer's IT department, Lutron cannot be held responsible for Quantum® system downtime that results from network downtime.

The network that is used to communicate between Lutron® Quantum® equipment is utilized as a control and a data network. Control networks require more predictable and consistent response times. Increased traffic from corporate intranet data can greatly affect these response times.

Network reliability impacts the collection of data from the Quantum® system. This data is used to generate reports and to assess the system health. Network reliability also impacts control functions.

Lutron recommends that the customer employ qualified network support personnel that will maintain the reliability and health of the network post-occupancy.

Network Equipment Requirements

All network equipment ports connected to the Lutron® Quantum® processor are configured to 10/100 MB/sec data speeds.

Network communications between the Quantum® processor and the Lutron® server must not rely on wireless technology. A wired IEEE 802.3 Ethernet network is required for the Quantum® system to function. Quantum Vue™ browser-based user interface can be used with wireless technology, IEEE 802.11 in communications to the Quantum® server.

Physical and administrative access to network equipment should be limited to authorized personnel only.

<p>Job Name:</p> <p>Job Number:</p>	<p>Model Numbers:</p>
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Quantum® and Quantum Vue™ Ethernet Network Configuration

Network Port Configuration

All network equipment that is required to enable connectivity between Lutron® equipment must have the following ports open.

For communication between processors:

- UDP Port Range 2055 thru 2184
- Used for Lutron® subsystem processor communication (required)

For communication between processors and server:

- UDP Port Range 2055 thru 2184 or TCP Port 51023 (an option for Quantum Vue™ only)

For communication between processors and other equipment:

- UDP Port 2647
- Used for Lutron® Processor Configuration and detection software (only required while performing initial commissioning/maintenance)
- UDP Port 47808 (BAC0)
- Used for BACnet IP communication from a third-party Building Management System (only required if the Quantum® system is integrating with a BMS through BACnet)
- TCP Port 5327
- Used for Q Control+ App communication (only required if using the Quantum® Control+ App for the iPad and not connecting app to server)

For communication from admin client to the server (only required of admin client is in a separate PC)

- TCP Port 8888
- Used for the Quantum® Runtime Service (required)
- TCP Port 9999
- Used for the Quantum® Reporting Service (required)
- TCP Port 4444
- Used for the Lutron® Service Manager (required)
- TCP Port Range 49152 thru 65535
- Ephemeral ports used for communication between server and client
- TCP Port 1433 and UDP Port 1434
- Used for Microsoft® SQL Database Connection (required)

For communication from browser hosting Quantum Vue™ to the server:

- TCP Port 80 or 443

For communication from Q Control + IPAD app to the server:

- TCP Port 5327
- Used for Q Control+ App communication (only required if using the Q Control+ App for the iPad)

All network equipment required to enable connectivity to the Lutron® system must have all ports and protocols mentioned enabled/opened by default after a power-up to prevent system downtime after a power-cycle.

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Quantum® and Quantum Vue™ Ethernet Network Configuration

IP Multicast Configuration

Lutron® uses IP any-source multicast for system communication between Quantum® processors. Each sub-system of the Quantum® system must have its own unique multicast address. These multicast addresses are assigned to Lutron® for use with the Quantum® system only. Multicast addresses must be determined and configured prior to the Lutron® field service engineer's arrival on site to commission the system. Class D addresses may be assigned by end user or will be supplied by default by field service engineer

IGMP (Internet Group Management Protocol)

In order to properly route multicast traffic between Layer 2 and Layer 3 devices, "IGMP snooping" needs to be enabled on all switches in both directions from the Quantum® server to the Quantum® processor and from the Quantum® processor to the Quantum® server.

The Quantum® system multicast supports the IGMP standard Versions 1, 2, and 3.

PIM (Protocol Independent Multicast)

If routing multicast traffic between Layer 3 devices over a LAN or WAN, Protocol Independent Multicast will need to be enabled to properly route the multicast traffic. Both sparse mode and dense mode are supported.

Quantum® Processor Configuration Software

During system commissioning the multicast address of 224.0.37.42 must be configured. This multicast address will be used by the Quantum® processor Configuration Software to set up Lutron® processors in the system. All Lutron® devices will respond to the multicast address of 224.0.37.42, and Lutron® processors will join the multicast group 224.0.37.42 using IGMP.

Note: The multicast address of 224.0.37.42 is only used during the initial startup and commissioning of the system. It is also used for diagnostics if a Lutron® field service engineer is on site. It is not a constant requirement to have this multicast address active.

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Quantum® and Quantum Vue™ Ethernet Network Configuration

Quantum® Server and Windows® SQL Server® Requirements

The Quantum® server hosts a Quantum® specific instance of Microsoft® SQL Server®. The Quantum® instance of Microsoft® SQL Server® has two functions; historical data collection for reporting and acts as the host for server/client software. The Quantum® instance of the Microsoft® SQL Server® does not affect the normal functionality of the Quantum® lighting system. If communications to the Quantum® processors from the server were suspended, the lighting system and its components would function as normal. However, any historical energy data and management software access would be lost during the downtime.

Refer to the Q-Manager™ Specification Submittals, Lutron® P/N 369593 and 369589 at www.lutron.com for a description of Quantum® server-approved Windows operating systems and compatible Microsoft® SQL Server versions. Quantum® system can use an end-user supplied version of Microsoft® SQL server full edition.

Configurable Processors Perimeters

- Static IPv4 Address (Default - 192.168.X.X)
- Subnet Mask (Default - 255.255.255.0)
- Gateway (Default - 0.0.0.0)
- Multicast Address (Default - 239.X.X.X)
- BACnet port (Default - 47808)

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Appendix B Technology Support Plan

Job Name:	San Francisco Public Utilities Commission ("City" or "Customer" or "Licensee")
System:	Quantum Lighting Management System (sold and licensed by Lutron Electronics Co., Inc.) through Webcor Builders Inc., pursuant to Sub Package ID SBPKG0850 and Cupertino Electric Inc., Job Number 10.43210000.
Equipment Location:	525 Golden Gate Avenue San Francisco, CA 94102
Quantum Version #:	2.0
Quantum Patch:	2.0.75
Server OS Version and SP#:	End user defined
Client OS Version and SP#:	End user defined
SQL Server Version#: Browser Version:	End user defined
Quantum Version #:	End user defined
Invoicing	Start of each term
Approved Subcontractor	Lutron Services Company ("LSC" or "Lutron")



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I. Equipment Maintenance

Equipment Support Plan Level	Gold
100% Diagnostic Labor	Included
100% Parts	Included
Remote Diagnostics (For Applicable Systems)	Included
24 X 7 Technical Phone Support	Included
Annual Preventive Maintenance Site Visits	Included
<ul style="list-style-type: none"> • As-Available Response Time 	Not Included
<ul style="list-style-type: none"> • 72 hour Response Time 	Included
<ul style="list-style-type: none"> • 24 hour Response Time 	Not Included

1. Coverage:

- a. On-site or remote service to troubleshoot and diagnose the lighting control system(s) ("System) manufactured by Lutron Electronics Co., Inc. ("Lutron").
- b. System replacement parts and Lutron ballasts/LED drivers.
- c. Parts coverage for Systems greater than 10 years old based on availability.
- d. Remote Diagnostics (for applicable systems)
- e. 24x7 technical phone support, excluding Lutron holidays.
- f. On-site or remote coverage hours are Lutron Business Hours (8:00am- 5:00pm Monday through Friday, local time, excluding Lutron holidays). Travel costs incurred by LSC are included. Support at Customer's request outside normal business hours, will be billable at LSC's then- current rates and minimum charges for overtime hours.
- g. Annual scheduled preventive maintenance site visit which can include on-site System Customer training, minor System reprogramming, and System optimization.
- h. 72 - Business Hour response time for remote or on-site service for System troubleshooting and diagnosis.

2. Service Procedures:

- a. To schedule a visit, City will call 844-588-7661 and follow prompts to be connected to Contractor's Field Service Scheduling.



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- b. Under the direct supervision of Contractor, and in accordance with this Agreement, LSC representatives will perform service in compliance with security and safety instructions provided by Customer. LSC will provide a certificate of insurance upon request of Customer.
- c. Customer agrees that all LSC service must be done in compliance with LSC's safety procedures, which may include temporarily disabling or de-energizing the System and other equipment connected to the System. Contractor and LSC will notify Customer prior to such disabling or de-energizing is needed so it can be scheduled at a time that does not interfere with business hours.
- d. Contractor and LSC will follow the confidentiality provisions of this Agreement and will utilize job-specific information only as needed to complete the service visit.

3. THIS PLAN DOES NOT COVER:

- a. Labor costs to remove and reinstall components, fixtures, window shades (or shade components), ballasts/LED drivers, and/or line voltage electrical equipment.
- b. Services requiring a licensed electrician or electrical contractor. Non-Lutron components and equipment to include but not limited to: lamps, non-Lutron ballasts/LED drivers, sockets, fixtures, fixture wiring between ballasts and lamps, building wiring between System elements, audio-visual equipment, non-Lutron timeclocks and sensors, and local area networks.
- c. Computers, associated equipment, and software; backup of the Customer's System database.
- d. Customer activities related to providing a virtual private network or secured Internet connection for remote access in support of remote programming and diagnosis by LSC; absence of such remote access prohibits remote access and related LSC support.
- e. Shade fabric of the WSS or shade motors.
- f. Damage or malfunctions diagnosed by LSC as due to abuse, misuse, or accident, such as: use of incorrect line voltage, fuses or protection devices; failure to follow operating and maintenance instructions provided by Lutron or LSC; failure to comply with national or local electrical codes; unauthorized repairs/adjustments; vandalism or theft; fire, water damage, flood, "Acts of God", or other problems beyond LSC's control.
- g. Repairs or adjustments to Lutron System required as a result of (i) malfunctions caused by non-Lutron supplied equipment, (ii) software that is connected to or used with the System, or (iii) programming changes made by anyone other than



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LSC or approved LSC Authorized Service Center agent

4. Warranties:

- a. Contractor will refund to the Customer the total Technology Support Plan annual payment if Contractor is unable to resolve a covered problem within five (5) support visits.
- b. Contractor makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. LSC makes no warranty that the System will perform uninterrupted, timely, complete or error-free.

5. Compliance with Trade Laws:

Customer represents and warrants that neither Customer, nor any parent, subsidiary, affiliate, or associated company of Customer, is (i) included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the US Department of Treasury's Office of Foreign Assets Control; Denied Parties List, Unverified List or Entity List maintained by the US Department of Commerce's Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the US Department of State's Directorate of Defense Trade Controls; or (ii) located in a jurisdiction that is subject to U.S. territorial sanctions, including at the time of this agreement Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of the Ukraine. Customer confirms it will not sell, export, re-export, transfer or re-transfer any Products or any related technology or services that are sold or otherwise provided hereunder by LSC or its distributors, resellers, or agents, in any manner contrary to applicable export control and economic sanctions laws of the United States and/or other jurisdictions.



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II. Software Maintenance

Operating System/Browser Compatibility Testing: Verify Quantum® compatibility with supported* operating system/browser patches and/or updates. Issue Quantum patch to resolve operating system/browser patch/update conflicts.	Included
Database Compatibility Testing: Verify Quantum compatibility with supported* Microsoft® SQL Server patches. Issue Quantum patch to resolve Microsoft patch conflicts	Included
Quantum version license upgrades: No additional license fees for Licensee to upgrade Quantum software (does not include Lutron Quantum Vue Mobile Software Application, Green Glance®, Q-Reporting). Note: version upgrades will usually require on-site upgrade assistance; contact LSC for a quotation of additional onsite labor fees and hardware prices for requested version upgrades.	Included
Email and telephone-based support	Included
Software Warranty	Included
Access to secure download site for Quantum software patches	Included

Quantum® is a software application that provides the Licensee with a tool for managing the lighting control system manufactured by Lutron Electronics Co., Inc. (Lutron). Lutron licenses the use of the Quantum software to end-users of Lutron lighting control systems. Lutron has authorized Lutron Services Co., Inc. (LSC), to provide software support for Quantum. **The terms of the Lutron Quantum End User License Agreement entered into by the Lutron and Electronics Co. and Licensee, at the time of Licensee's Quantum Lighting Management System acquisition, apply to all upgrades, updates, and patches provided to Licensee pursuant to the terms of this Software Maintenance Agreement.** Contractor and LSC will provide the services described below (Support) on an annual basis, provided the annual fee is paid by Licensee. Licensee may renew Support annually by paying the renewal invoice.

1. Scope of software support:

- a. Testing of supported operating system, database, and browser patches and/or updates for compatibility with Quantum software. Licensee's installing patches or service packs for operating systems, database, and browsers may cause incompatibility issues with the installed Quantum software. By purchasing



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Support, Licensee obtains access to Quantum software patches to achieve continued interoperability with the supported operating system, database, and browser patches. Testing results and any Quantum software patches will be posted periodically as required.

- b. **Licensed Software upgrades:** Included in the purchase of Support is license version upgrades of the Quantum software (example: Quantum 1.9 to Quantum 2.1); Licensees purchasing Support will be provided Quantum® license revisions at no additional charge. Note: Support includes Quantum license upgrades at no additional software license fee to Licensee; however version upgrades will frequently require on-site migration assistance by LSC technicians and additional hardware. See Additional Services, below. Contact LSC for a quotation of additional service fees applicable to version upgrades.
- c. **Software Warranty:** Support includes the diagnosis and correction of system non-conformance to the sequence of operation prior to the issue.

2. Delivery of Software Maintenance:

- a. **Telephone/Email Support:** Contractor and LSC will furnish to Licensee a telephone number and email address for use by Licensee Representative to report problems with the Quantum® software and to seek assistance to resolve such problems. Telephone and Email Support is available between the hours of 9 a.m. to 5 p.m. Eastern Time, Monday Through Friday, excluding LSC holidays.
- b. **On-line Support:** Contractor and LSC will furnish to Licensee a password protected internet accessible site (Support Site) for use by Licensee Representative to access and download Quantum® software patches. Licensee Representative is responsible to check for compatibility and to install required Quantum® patches/updates and to update Licensee information on the password protected site to reflect Licensee's current installed versions of the operating system/browser and Quantum® software.

3. Exclusions: Software Maintenance does not include:

- a. Assistance with operating systems not listed in the applicable Quantum software documentation.
- b. Assistance with interoperability of Quantum® software due to major operating system/browser version upgrades (Example: Windows Server 2003 to Windows Server 2008). See Additional Services, below for additional service options.
- c. Assistance with interoperability of software or hardware other than supported operating systems/browsers and Quantum® software.
- d. Quantum® configured in a manner that deviates from standard configurations; customized portions of Quantum® software.



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- e. Quantum® programming changes to implement operational changes. (Example: time-clock, re-zoning, and scene changes.)
- f. Diagnosis or repair of Lutron lighting control system hardware failures. See Additional Services, below for additional service options.

4. General Conditions

- a. **Response.** Contractor and LSC will use all commercially reasonable efforts to provide remote support via telephone or email within twenty-four hours of notification of such support issues, excluding weekend days and LSC holidays. Support shall be provided by appropriately skilled personnel in accordance with industry standards.
- b. **Licensee Responsibilities:** Licensee shall maintain a current backup copy of all software and data. Licensee shall designate a representative of Licensee (Licensee Representative) who shall be authorized to fully assist Contractor and LSC as reasonably required for Contractor and LSC to efficiently provide the Support. Contractor and LSC shall provide Support only to the Licensee Representative or a designated alternate. Licensee is responsible to maintain up to date information regarding Licensee's system on the password protected Support Site.
- c. **Additional Services:** Licensee may purchase additional services to assist in managing the Lutron lighting control system. Additional services available: i) on a time and materials basis for version upgrades, user training, and lighting control system reprogramming, and ii) LSC recommends the purchase of a Technology Support Plan to assist in the maintenance of the lighting control system. A Technology Support Plan provides for lighting control system diagnosis and replacement parts (see terms of Technology Support Plan for details).
- d. Support may not be resold or retransmitted and is provided: i) solely for the Licensee, and ii) solely for the Quantum software installed at the named location. A Licensee with multiple locations utilizing Quantum software should purchase a Software Maintenance Agreement for each location where Quantum is utilized. Utilizing Support provided herein for an un-named location is a violation of the terms of this Software Maintenance Agreement.
- e. Once paid, the annual fee is non-refundable. This Software Maintenance Agreement does not renew automatically. Licensees opting for a term of one year will receive a renewal invoice annually. If Licensee wishes to discontinue Support, do not pay the renewal invoice when received. LSC reserves the right to increase the renewal fee for Support; price increases will not exceed 3% annually. Licensees opting for a multiyear term will receive an invoice annually



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for the succeeding year of the term. A multiyear Agreement may be terminated prior to the end of the full term by paying an early termination fee equal to 10% of the annual rate for each remaining full year of the term.

- f. **Reinstatement of Support:** After any lapse of Support, Contractor may reinstate Support upon the terms and conditions herein, provided Licensee shall pay upon reinstatement the charges Contractor would have charged Licensee had Licensee purchased Support during the lapse.
- g. **Purchase Order terms null and void.** Licensee may issue a purchase order or similar hardcopy or electronic documentation to initiate purchase and for subsequent annual renewals of Support; all terms, other than the fee, in any Licensee issued document that add to or conflict with the terms contained in this Agreement are null and void and of no effect.

5. Warranties

EXCEPT AS SET FORTH HEREIN, MALTBY MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE QUANTUM SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS SOFTWARE MAINTENANCE AGREEMENT. MALTBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AND SUCH OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

6. Taxes

Licensee shall be responsible for sales and use taxes; (for Canadian Licensee's: including without limitation Canadian GST, HST, PST, QST, & RST); such taxes shall be invoiced by Contractor as a distinct line item.

7. Compliance with Trade Laws

Customer represents and warrants that neither Customer, nor any parent, subsidiary, affiliate, or associated company of Customer, is (i) included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the US Department of Treasury's Office of Foreign Assets Control; Denied Parties List, Unverified List or Entity List maintained by the US Department of Commerce's Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the US Department of State's Directorate of Defense Trade Controls; or (ii) located in a jurisdiction that is subject to U.S. territorial sanctions, including at the time of this agreement Cuba, Iran,



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North Korea, Sudan, Syria, or the Crimea region of the Ukraine. Customer confirms it will not sell, export, re-export, transfer or re-transfer any Products or any related technology or services that are sold or otherwise provided hereunder by LSC or its distributors, resellers, or agents, in any manner contrary to applicable export control and economic sanctions laws of the United States and/or other jurisdictions.

8. Supported operating systems

Windows, IOS. Supported browsers: Chrome, Internet Explorer, Edge, Safari.

9. Trademarks

Quantum, Quantum Vue and Green Glance are trademarks or registered trademarks of Lutron Electronics Co., Inc. in the United States and/or other countries. Microsoft, Windows, SQL Server, Windows Server, Internet Explorer and Edge are trademarks or registered trademarks of Microsoft Corporation in the United States and/or other countries. Chrome is a trademark of Google Inc. Safari is a registered trademark of Apple, Inc. IOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used by Apple, Inc. under license.

Appendix C As-Needed Services and Pricing

I. Customer-Site Solution Training

Over time, buildings change. Contractor provides training services that the facility staff needs in order to adapt the lighting control system to the changes in the building. Training can be customized for the needs of the participants, but it most often covers system operation, reprogramming, and maintenance.

Benefits:

- a. Highly trained facility staff members are prepared to provide quick service or system adjustments to:
 1. Maximize the benefits of the lighting control system; improve energy savings and increase occupant comfort.
 2. Implement change requests for lighting adjustments.
 3. Effectively respond to lighting emergencies.
- b. General operational training for space occupants results in higher satisfaction levels. Occupants understand why the lighting system is operating as it is and how that operation aligns with the original system design intent.

II. Contractor-Site Solution Seminars

The Contractor-Site Solution Seminar is a multi-day, in-depth training session on a Contractor campus for end users who own and operate a GRAFIK 7000™ or Quantum® lighting control system.

Benefits:

- a. Classroom environment provides a risk-free space to conduct hands-on programming and maintenance, without the fear of altering the lights in an occupied space
- b. Seminar provides a comprehensive experience of the Contractor lighting control system
- c. Attendees learn new ways to solve challenges by interacting with facility managers from other organizations
- d. Small class size results in personalized attention for every class member—format promotes discussion of system-specific questions—to attend a session, register at www.Contractor.com.

III. System Optimization Service

The System Optimization Service is an onsite, consultative visit to identify and implement Contractor Lighting control adjustments, and to explore lighting strategies that can save additional energy and create a more productive work environment.

A System Optimization Service visit is scheduled by the end user. During the onsite visit, a Contractor Service Representative will walk the space, identify and review opportunities for improvements, and begin implementing the changes.

Benefits:

- a. As building use changes (tenant churn, space reorganization, new workspace layouts) System
- b. Optimization ensures that the lighting control system continues to support the facility's needs and energy-saving goals.

- c. Enhances the energy savings from the lighting control system—many customers experience
- d. 1-year payback.
- e. Can improve occupant comfort, resulting in higher productivity.
- f. In new projects, stringent local building codes may require more frequent performance
- g. Verification—System Optimization can meet this demand.

IV. Onsite Diagnostics

Onsite Diagnostics is a service option for investigating system abnormalities. A Contractor Service

Representative will visit the site, troubleshoot to determine the root cause, and develop a plan to correct the issue.

This service provides support for more complex issues that facilities staff may not be qualified to troubleshoot and correct.

Benefits:

- a. The Contractor Service Representative brings a stock of parts to the visit, ensuring that many issues can be corrected immediately.
- b. For systems under warranty, or for customers who have purchased a Contractor Technology Support Plan, service is available at no charge.

V. Remote Diagnostics

This service offers a lower-cost option for investigating system abnormalities. The service is provided by a remote Contractor Service Technician via an Internet connection or over the telephone.

Diagnostic Services are scheduled by the end user. A Contractor Service Representative will work with the end user to understand the concern and troubleshoot the cause. Once the root cause is known, the Contractor Service Representative will work with the end user to define a plan to correct the issue.

Benefits:

- a. Quick response – no need to wait to schedule an onsite diagnostics visit.
- b. No-charge service for systems under warranty or for customers on a Contractor Technology Support
- c. Plan (hourly rates apply for all other systems).
- d. Contractor Remote Service Technicians perform the troubleshooting for the end user
- e. Allows many issues to be resolved remotely, saving time and money

VI. Onsite Programming

Onsite Programming enables adjustments to the Contractor lighting control system to account for changes such as space churn, special events, and occupancy and daylight settings. A Contractor Service Representative will visit the site to make the changes.

Benefits:

- a. Enhance system functionality by fine-tuning lighting control system programming to best support space use.

- b. Face-to-face communication improves understanding about the changes being made.
- c. Programming modifications will be implemented and verified by a Contractor Service Representative.

VII. Remote Programming

Remote Programming is a lower-cost service option to make programming adjustments to the Contractor lighting and/or shades control system to account for changes such as space churn and occupancy settings. The service is provided by a remote Contractor Service Technician via an Internet connection or over the telephone.

Programming is used Programming Services are scheduled by the end user. A remote Contractor Service Technician will work with the end user to understand the specific needs and implement the programming changes.

Benefits:

- a. Cost effective—lower-cost way to maximize the benefit from the Contractor lighting control system.
- b. Quick response—no need to wait for onsite service.
- c. Contractor Remote Service Technicians make the changes for the end user when internet remote programming is used, and guide the end user through system changes when telephone remote.

VIII. As-Needed Services Hourly Rates

Rates for as-needed services are listed in Exhibit A. Rates may not increase by more than the last published Consumer Price Index of the calendar year immediately prior to such increase. In the event that the Consumer Price Index increases more than three percent (3%) per year then, with respect to related increases in charges under this Agreement, the City shall bear the first 3% of the increase, Contractor shall bear the second 3% of the increase (i.e., 3-6%) and the parties shall equally bear any increase above 6%.

Exhibit A

FIRST AVAILABLE BASIS										
<ul style="list-style-type: none"> • Business hours = 7AM – 5PM Monday - Friday • Requires Service Authorization Form (SAF) prior to scheduling • SAF or payment information from a Lutron distributor or customer direct bill purchase order made out to Maltby Electric Supply Co. Inc., or a credit card is required to confirm visit. • Applicable taxes not included in pricing. 										
WEEKDAY	BUSINESS HOURS		1-Hour	2-Hour	3-Hour	½ Day	5-Hour	6-Hour	7-Hour	Full Day
		Hourly Pricing	\$ 413	\$ 738	\$ 1,062	\$ 1,345	\$ 1,670	\$ 1,888	\$ 1,888	\$ 1,888
		Consecutive Additional Hour	\$325							
	Consecutive Day	\$ 325	\$ 649	\$ 974	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180
	AFTER HOURS	Hourly Pricing	\$ 531	\$ 974	\$ 1,416	\$ 1,782	\$ 2,224	\$ 2,242	\$ 2,242	\$ 2,242
		Consecutive Additional Hour	\$472							
Consecutive Day		\$ 443	\$ 885	\$ 1,328	\$ 1,534	\$ 1,534	\$ 1,534	\$ 1,534	\$ 1,534	\$ 1,534
WEEKEND AS-AVAILABLE BASIS ONLY	BUSINESS HOURS		1-Hour	2-Hour	3-Hour	½ Day	5-Hour	6-Hour	7-Hour	Full Day
		Hourly Pricing	\$ 502	\$ 885	\$ 1,269	\$ 1,640	\$ 2,024	\$ 2,124	\$ 2,124	\$ 2,124
		Consecutive Additional Hour	\$384							
	Consecutive Day	\$ 384	\$ 767	\$ 1,151	\$ 1,416	\$ 1,416	\$ 1,416	\$ 1,416	\$ 1,416	\$ 1,416
	AFTER HOURS	Hourly Pricing	\$ 590	\$ 1,062	\$ 1,534	\$ 1,968	\$ 2,440	\$ 2,549	\$ 2,549	\$ 2,549
		Consecutive Additional Hour	\$472							
Consecutive Day		\$ 472	\$ 944	\$ 1,416	\$ 1,699	\$ 1,699	\$ 1,699	\$ 1,699	\$ 1,699	\$ 1,699

VISIT CANCELLATION FEES	
Per the visit confirmation policy: In order for us to provide the highest levels of service to all of our customers, we ask that you make every effort to keep scheduled appointments. If, for any reason, you need to cancel or reschedule an appointment, please provide at least four (4) working days' notice. Cancellations or rescheduling requests received inside of four working days are subject to a change/cancellation fee.	
2-4 DAYS before visit date	\$590
1 DAY OR DAY OF visit date	\$1,888
Purchase orders and or credit card information for cancellation fees must be received before scheduling a return visit.	

72 HOUR RESPONSE TIME

- Requires Service Authorization Form (SAF) prior to scheduling
- SAF or payment information from a Lutron distributor or customer direct bill purchase order made out to Maltby Electric Supply Co. Inc., or a credit card is required to confirm visit.
- Applicable taxes not included in pricing.

		1-Hour	2-Hour	3-Hour	½ Day	5-Hour	6-Hour	7-Hour	Full Day	
WEEKDAY	BUSINESS HOURS	Hourly Pricing	\$ 679	\$ 1,003	\$ 1,003	\$ 1,328	\$ 1,640	\$ 1,965	\$ 2,124	\$ 2,124
		Consecutive Additional Hour	\$325							
		Consecutive Day	\$ 325	\$ 649	\$ 649	\$ 974	\$ 1,298	\$ 1,416	\$ 1,416	\$ 1,416
	AFTER HOURS	Hourly Pricing	\$ 797	\$ 1,239	\$ 1,239	\$ 1,682	\$ 1,804	\$ 2,247	\$ 2,336	\$ 2,336
		Consecutive Additional Hour	\$443							
		Consecutive Day	\$ 443	\$ 885	\$ 885	\$ 1,328	\$ 1,558	\$ 1,558	\$ 1,558	\$ 1,558
WEEKEND AS-AVAILABLE BASIS ONLY	BUSINESS HOURS	Hourly Pricing	\$ 856	\$ 1,239	\$ 1,239	\$ 1,623	\$ 1,923	\$ 2,307	\$ 2,478	\$ 2,478
		Consecutive Additional Hour	\$384							
		Consecutive Day	\$ 384	\$ 767	\$ 767	\$ 1,151	\$ 1,534	\$ 1,534	\$ 1,534	\$ 1,534
	AFTER HOURS	Hourly Pricing	\$ 885	\$ 1,357	\$ 1,357	\$ 1,357	\$ 2,095	\$ 2,567	\$ 2,626	\$ 2,626
		Consecutive Additional Hour	\$472							
		Consecutive Day	\$ 472	\$ 944	\$ 944	\$ 1,416	\$ 1,652	\$ 1,652	\$ 1,652	\$ 1,652

VISIT CANCELLATION FEES

Per the visit confirmation policy: In order for us to provide the highest levels of service to all of our customers, we ask that you make every effort to keep scheduled appointments. If, for any reason, you need to cancel or reschedule an appointment, please provide at least four (4) working days' notice. Cancellations or rescheduling requests received inside of four working days are subject to a change/cancellation fee.

2-4 DAYS before visit date	\$590
1 DAY OR DAY OF visit date	\$1,888

Purchase orders and or credit card information for cancellation fees must be received before scheduling a return visit.

24 HOUR RESPONSE TIME

- Requires Service Authorization Form (SAF) prior to scheduling
- SAF or payment information from a Lutron distributor or customer direct bill purchase order made out to Maltby Electric Supply Co. Inc., or a credit card is required to confirm visit.
- Applicable taxes not included in pricing.

		1-Hour	2-Hour	3-Hour	½ Day	5-Hour	6-Hour	7-Hour	Full Day	
		WEEKDAY								
WEEKDAY	BUSINESS HOURS	Hourly Pricing	\$ 1,947	\$ 1,947	\$ 1,947	\$ 1,947	\$ 2,360	\$ 2,360	\$ 2,360	\$ 2,360
		Consecutive Day	\$ 1,363	\$ 1,363	\$ 1,363	\$ 1,363	\$ 1,652	\$ 1,652	\$ 1,652	\$ 1,652
	AFTER HOURS	Hourly Pricing	\$ 2,142	\$ 2,142	\$ 2,142	\$ 2,142	\$ 2,596	\$ 2,596	\$ 2,596	\$ 2,596
		Consecutive Day	\$ 1,558	\$ 1,558	\$ 1,558	\$ 1,558	\$ 1,888	\$ 1,888	\$ 1,888	\$ 1,888
WEEKEND										
AS-AVAILABLE BASIS ONLY										
WEEKEND	BUSINESS HOURS	Hourly Pricing	\$ 2,431	\$ 2,431	\$ 2,431	\$ 2,431	\$ 2,950	\$ 2,950	\$ 2,950	\$ 2,950
		Consecutive Day	\$ 1,558	\$ 1,558	\$ 1,558	\$ 1,558	\$ 1,888	\$ 1,888	\$ 1,888	\$ 1,888
	AFTER HOURS	Hourly Pricing	\$ 2,631	\$ 2,631	\$ 2,631	\$ 2,631	\$ 3,186	\$ 3,186	\$ 3,186	\$ 3,186
		Consecutive Day	\$ 1,682	\$ 1,682	\$ 1,682	\$ 1,682	\$ 2,041	\$ 2,041	\$ 2,041	\$ 2,041

VISIT CANCELLATION FEES

Per the visit confirmation policy: In order for us to provide the highest levels of service to all of our customers, we ask that you make every effort to keep scheduled appointments. If, for any reason, you need to cancel or reschedule an appointment, please provide at least four (4) working days' notice. Cancellations or rescheduling requests received inside of four working days are subject to a change/cancellation fee.

2-4 DAYS before visit date	\$590
1 DAY OR DAY OF visit date	\$1,888

Purchase orders and or credit card information for cancellation fees must be received before scheduling a return visit.

REMOTE SERVICES

- Requires minimum payment to schedule time: End User = \$885
- Payment can be received from a Lutron Distributor or a customer direct bill purchase order made out to Maltby Electric Supply Co. Inc., or a credit card is required to confirm visit.
- Applicable taxes not included in pricing
- WEEKEND RESPONSE IS ON AN AS-AVAILABLE BASIS ONLY
- Weekend support must be previously scheduled during normal business hours(8am-5pm EST, Mon- Fri)
- Remote services are not available on Lutron Corporate Holidays
- Remote Programming and Remote Diagnostics are only available in the US & Canada
- Telephone Diagnostics & Telephone Programming do not establish a remote connection using the Internet. The customer is guided through the process by a dedicated resource at a scheduled date & time.
- All services are billable in 15 minute increments.

WEEKDAY – Mon-Fri*				WEEKEND – Sat-Sun*		
Connection Type	Hours	First Hour	Add'l Cons.Hour	Connection Type	First Hour	Add'l Cons. Hour
Telephone	Business	\$177	\$177	Telephone*	\$265	\$265
	After	\$265	\$265			
Internet	Business	\$354	\$177	Internet*	\$531	\$265
	After	\$531	\$266			
Expedited Response				Expedited Response		
Telephone	Business	\$212	\$212	*Same rate for First Available response between 8-5 and after hours on a weekend.		
	After	\$319	\$319			
Internet	Business	\$425	\$212			
	After	\$637	\$319			

Technology Support Plan Visit Service Adder Rate Table Differential rates for services and hours not covered by TSP

- Requires payment information from end user, Customer direct bill purchase order made out to Maltby Electric Supply Co. Inc., or a credit card is required to confirm visit.
- Applicable taxes not included in pricing
- Special Events must be scheduled a minimum of 10 working days before requested visit date.
- WEEKEND RESPONSE IS ON AN AS-AVAILABLE BASIS ONLY

VISIT TYPE	Technology Support Plan Level			NOTES
	Silver	Gold	Platinum	
AFTER HOURS DAY adder for services included in TSP	\$850	\$850	\$850	8 hour day; includes System optimization, training, reprogramming, break/fix after hours
ADDITIONAL DAY	Normal Business Hours	\$1,888	\$1,888	8 hour day; includes PM, System Optimization, Training, Reprogramming
	After Hours/Weekend	\$2,242	\$2,242	
EXCEEDS 8 hour work day	\$560	\$560	\$560	8-12 hour work day; Use for a longer break/fix visit under any level of TSP or PM visit scheduled for a 12 hr work day
REMOTE SERVICES (programming)	Normal Business Hours	\$354 for the first hour; \$177 for each consecutive hour		System needs to be configured for remote access (internet access required)
	After Hours/Weekend	\$531 for the first hour; \$265 for each consecutive hours		System needs to be configured for remote access (internet access required)
	Expedited Response	\$425 for the first hour; \$212 for each consecutive hour		System needs to be configured for remote access (internet access required)
SPECIAL EVENT Request	First Available, Normal Business Hours	\$1888		8 hour day
		\$1345		Not to exceed 4 hours
	First Available, After Hours / Weekend (per day)	\$2548		8 hour day
		\$1968		Not to exceed 4 hours
NEXT DAY Modification	24-Hour Enhancement	\$1180		24-hr enhancement for Gold Customers-only

Appendix D
Calculation of Charges

Equipment Support					
	Year 1	Year 2	Year 3	Year 4	Year 5
Equipment Maintenance Services	18,912	18,912	18,912	18,912	18,912
Tax (If Applicable)	1,608	1,608	1,608	1,608	1,608
Total Equipment Support	20,519	20,519	20,519	20,519	20,519

Software Support					
	Year 1	Year 2	Year 3	Year 4	Year 5
Software Maintenance Services	8,966	9,235	9,512	9,797	10,071
Tax	-	-	-	-	-
Total Software Support	8,966	9,235	9,512	9,797	10,071

Technical Services					
	Year 1	Year 2	Year 3	Year 4	Year 5
Software Upgrade Services	38,964	40,000			
As-Needed Technical Services	60,000				
Total Software Support and Services					

Total Contract Not to Exceed Amount

Sole Source Waiver Request

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

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

Department: SFPUC **Date Submitted:** April 2, 2018

Contact: Taraneh Moayed **Phone:** 415-551-4377

Vendor Name: Maltby Supply Electric Co Inc. **Vendor #:** 0000015861

Type of Contract: Commodity Professional Service Non-Professional Service
Other _____

Amount: \$289,160 **FSP Doc #:** 1000009646

Describe the product or service:

Pursuant to Chapter 21.30 and 21.5.d of the San Francisco Administrative Code, the San Francisco Public Utilities Commission ("SFPUC") is requesting a sole source waiver to execute Contract #1000006828 with Maltby Electric Supply Co. Inc. ("Maltby Electric") for Software Upgrade Services and Hardware/Software Maintenance Services (together, "system upgrade and maintenance services"). This will be a new, five-year contract with a not-to-exceed amount of \$289,160.

Has the Human Rights Commission granted a sole source waiver on this transaction? Na. 12B complaint
If yes, when was the sole source granted? _____ Please attach a copy of the HRC Waiver.

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

Goods or services are available from only one source.

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

Only one prospective vendor is willing to enter into a contract with the City.

Explain why no other vendors are willing to contract with the City. If there are compliance issues, what have you done to get other possible sources to become compliant? Have you contacted HRC? Have you received a waiver from HRC?

Item has design and/or performance features that are essential to the department, and no other source satisfies the City's requirements.

Explain why the design/performance features are essential. Have you contacted other suppliers to evaluate items/services with similar features and capabilities? If no, explain why not. If yes, list the suppliers and explain why their goods or services do not meet the department's needs.

Licensed or patented good or service.

Provide proof that the license or patent limits the availability of the product or service to only one source.

Other: Admin Code 21.30 and 21.5.d

INSTRUCTIONS:

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

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

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

This Sole Source request is being submitted by:

Department Head Signature: *[Signature]*

Date: 4/4/2018

Name of Department: SFPUC

OCA Review and Approval:

Sole Source Approved: Sole Source Denied:

Reason for Determination

Supplier is the sole registered provider
designated by Lubron to service law equipment
See approval memo and letter from Lubron

OCA Staff: *[Signature]* Date: 4/15/18

OCA Staff: _____ Date: _____

OCA Director: *[Signature]* for Jaci Fong Date: 4/5/18

RECEIVED
18 APR - 5 PM 11:49
PURCHASING DEPARTMENT



MEMORANDUM

To: Jaci Fong, Director & Purchaser
Office of Contract Administration

From: Taraneh Moayed,
through Ivy V. Fine, SFPUC Contracts Administration Bureau Director

Date: April 5, 2018

Subject: Sole Source Waiver Request

Supplier Name:	Maltby Electric Supply Co. Inc.
Supplier ID:	0000015861
12B Compliant:	Yes
Request Type:	New Blanket Contract (SFPUC)
F\$P Document #:	1000009646
SFPUC Contract #:	None
Contract Amount:	\$289,160
Contract Term:	June 1, 2018 – May 31, 2023

Pursuant to Chapter 21.30 and 21.5.d of the San Francisco Administrative Code, the San Francisco Public Utilities Commission ("SFPUC") is requesting a sole source waiver to execute Contract #1000009646 with Maltby Electric Supply Co. Inc. ("Maltby Electric") for Software Upgrade Services and Hardware/Software Maintenance Services (together, "system upgrade and maintenance services"). This will be a new, five-year contract with a not-to-exceed amount of \$289,160.

Background

SFPUC is headquartered at 525 Golden Gate Avenue in San Francisco, California. The building's Lutron Quantum Lighting Control and Energy Management System ("Lutron Lighting System") installed by Webcor on or about 2012 at a cost of approximately \$3,325,000, is manufactured by Lutron Electric Inc. ("Lutron Electric"). The Lutron Lighting System is a highly technical and proprietary system that provides total light management by bringing together the most complete line of lighting controls, digital ballasts, LED drivers, and sensors together under one software umbrella. Since its installation in 2012, SFPUC has not been able to secure a contract by which to upgrade or maintain its Lutron Lighting System. Consequently, system issues are being resolved internally and inadequately, putting the system at constant risk of failure. In addition, and despite our attempt to resolve these issues internally, we are having significant software lighting failures on the 13th floor of our building, as well as other locations throughout the building.

Mark Farrell
Mayor

Ike Kwon
President

Vince Courtney
Vice President

Ann Moller Gaen
Commissioner

Francesca Victor
Commissioner

Anson Moran
Commissioner

Harlan L. Kelly, Jr.
General Manager



Sole Source Justification

The Lutron Lighting System consists of proprietary software and hardware components belonging to Lutron Electric. As such, only suppliers authorized by Lutron Electric may maintain the Lutron Lighting System and/or provide any upgrades to it.

As per Lutron Electric guidelines, SFPUC initially sought to secure system upgrade and maintenance services from Lutron Services Inc. ("Lutron Services"), a subsidiary of Lutron Electric and authorized to provide such services. OCA approved a possible contract with Lutron Services when it approved a sole source waiver request by SFPUC on December 12, 2017. The approved waiver is attached.

After nearly 18 months of negotiations, however, Lutron Services advised SFPUC that it will not become a CCSF supplier. In response, SFPUC requested permission from Lutron Electric and Lutron Services to contract with other possible Lutron authorized entities. SFPUC's request was denied. Instead, Lutron Services advised SFPUC that all system upgrade and maintenance services for its Lutron Lighting System must be retained through Maltby Electric, who could then retain Lutron Services as a subcontractor to perform these services.

Based on the above, SFPUC has no alternative but to execute a contract with Maltby Electric for system upgrade and maintenance services for its Lutron Lighting System. More bluntly, SFPUC must either contract with Maltby or allow its \$3.3 million dollar lighting system to completely fail. In so doing, SFPUC would be required to purchase and install a new lighting system – something that would cost the agency at least \$1.5-2 million dollars, disrupt building operations and require redirecting staffing resources – all while delivering zero added value over the current system.

Attachments:

1. Calculation of Charges
2. Lutron Services Sole Source Letter
3. Previously approved Sole Source Waiver for Lutron Services

Calculation of Charges

Equipment Support						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Equipment Maintenance Services	18,912	18,912	18,912	18,912	18,912	94,559
Tax (If Applicable)	1,608	1,608	1,608	1,608	1,608	8,038
Total Equipment Support	20,519	20,519	20,519	20,519	20,519	102,597
Software Support						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Software Maintenance Services	8,966	9,235	9,512	9,797	10,091	47,600
Tax	-	-	-	-	-	-
Total Software Support	8,966	9,235	9,512	9,797	10,091	47,600
Technical Services						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Software Upgrade Services	38,964	40,000				78,964
As-Needed Technical Services	60,000					60,000
Total Software Support and Services						138,964
Total Contract Not to Exceed Amount						289,160



April 5, 2018

Attn: San Francisco Public Utilities Company

Please see the paragraph below to address your concerns.

Lutron Services Company, a wholly owned subsidiary of Lutron Electronics Co., Inc. provides all service for warranty and support and maintenance plans for their customers. Lutron Electronics Co., Inc. has trained Lutron Services Company Representatives to service their equipment in a manner that maintains the high level of reliability in the lighting systems that they manufacture. There are no other companies that are authorized to deliver these services for Lutron products. The services of Lutron Services Company must be retained solely through Maltby Electric Supply, Inc. as it pertains to Agreement Number 1000009646 between the City and County of San Francisco Public Utilities Commission and Maltby Electric Supply, Inc.

If you require any other information, please feel free to reach me at the number below.

Best Regards,

A handwritten signature in black ink, appearing to read "M. Brooks Matelan".

Brooks Matelan

Lutron Services Co., Inc.

Ph: 610.282.7533 | Fax: 610.282.0298

bmatelan@lutron.com | www.lutron.com/service

Sole Source Waiver Request

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

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

Department: SFPUC **Date Submitted:** 12/8/17
Contact: Taraneh Moayed **Phone:** 415-551-4377
Vendor Name: Lutron Services Co. Inc. **Vendor #:**
Old: 71401
New: Pending
Type of Contract: Commodity X Professional Service X Non-Professional Service ____
Other _____
Amount: \$245,305 **FSP Doc #:** 1000008678

Describe the product or service:

The SFPUC is requesting a sole source waiver to execute Contract # 1000008678 with Lutron Services Co. Inc. for for Equipment Maintenance Services, Software Upgrade Services, Software Maintenance Services, and as-needed Technical Services. This will be a new, five-year contract with a not-to-exceed amount of \$195,305.29.

Lutron's vendor number 71401 has not yet been set up in FSP. Once it has been set up, we will populate Contract ID 1000008678 with Lutron's Supplier ID. At that time, we will also submit 12B and 14B waiver requests to CMD.

Has the Human Rights Commission granted a sole source waiver on this transaction? Pending supplier ID
If yes, when was the sole source granted? _____ Please attach a copy of the HRC Waiver.

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

_____ **Goods or services are available from only one source.**

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

_____ **Only one prospective vendor is willing to enter into a contract with the City.**

Explain why no other vendors are willing to contract with the City. If there are compliance issues, what have you done to get other possible sources to become compliant? Have you contacted HRC? Have you received a waiver from HRC?

_____ **Item has design and/or performance features that are essential to the department, and no other source satisfies the City's requirements.**

Explain why the design/performance features are essential. Have you contacted other suppliers to evaluate items/services with similar features and capabilities? If no, explain why not. If yes, list the suppliers and explain why their goods or services do not meet the department's needs.

_____ **Licensed or patented good or service.**

Provide proof that the license or patent limits the availability of the product or service to only one source.

X **Other:** Admin Code 21.30 and 21.5.d

INSTRUCTIONS:

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

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

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

This Sole Source request is being submitted by:
Department Head Signature: *[Signature]* Date: 12/12/2017
Name of Department: SFPUC

21.30

OCA Review and Approval:

Sole Source Approved: Sole Source Denied:

Reason for Determination
Software and maintenance for the Quantum
lighting system. The Quantum system is
going to be replaced.

OCA Staff: *[Signature]* Date: 12/22/17

OCA Staff: _____ Date: _____

OCA Director: *[Signature]* for Juci Fong Date: 12/22/17

RECEIVED
17 DEC 21 AM 8:45
PURCHASING DEPARTMENT

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: As-needed technical assistance with Software/Hardware/Maintenance and support of Conduent prod

Funding Source: Local and Federal Funds

PSC Amount: \$7,000,000

PSC Est. Start Date: 06/01/2018

PSC Est. End Date 05/31/2027

1. Description of Work

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

The San Francisco Municipal Transportation Agency (SFMTA) is seeking a contractor who will provide as-needed consulting services to provide technical assistance concerning the transit operation Conduent software system's function, maintenance, testing and system performance, reliability and safety certification.

When the SFMTA launched the transit operation dispatch system in November 2016, Conduent, Inc.'s computer aid dispatch system software, services, and hardware were introduced as a compatible solution for transit operation dispatch and automatic vehicle location solution. Conduent hardware was deployed throughout on SFMTA revenue vehicles, as well as at the fixed end servers, while Conduent software was installed and implemented to ensure systems' compatibility. This deployment to the entire revenue fleet is to be completed by the end of June 30, 2018.

The transit operation dispatch system encompasses Conduent software and hardware products already used by SFMTA systems. Conduent products already deployed need updates and especially the development of new features and functionalities to ensure compatibility with migrations and integrations with upcoming new systems currently being implemented for Intellex and Central Subway Projects.

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

The Conduent software system is essentially a critical communication tool that has improved safety and is vital to the efficiency of transit services. Any modifications to the original software or hardware already deployed will have to be developed with the SFMTA's customization and tested for performance, reliability, and compatibility in order to ensure continuous operations service and maintenance of warranties. These modifications include software upgrades, updates and maintenance, as well as hardware spare parts. If this service is denied, system disruptions may occur, severely impeding Agency core operations.

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

Under PSC 41337-15/16, the Department of Emergency Management contracted to provide implementation of the City's 800MHz Emergency Radio System used by City agencies, including the SFMTA. However, the as-needed consulting service to provide technical assistance concerning new features and functionalities to ensure compatibility between other systems has not been provided in the past. This is because this system is new and the project contractors--which include Conduent--have developed, implemented and currently maintain this system.

D. Will the contract(s) be renewed?

It is likely that the contract will be renewed or extended.

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 combined duration of all expected projects that will impact and affect the current Conduent systems is expected to last about 9 years.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

The Conduent products deployed and commissioned for the SFMTA are a collection of customized, specialized, proprietary system components that are critical to the functioning of the Agency's transit operations software system. This system can only operate with vendor-provided software, hardware and their as-needed and periodic maintenance, support and upgrades.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Knowledge of specific trade-secret technology and software code which are proprietary to Conduent, the supplier. General expertise of supplier's technical specialists in electrical engineering, systems engineering, computer programming, safety validation and verification in a transit environment, relevant regulatory requirements, and complex performance simulation, testing, and commissioning experience.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide some hardware inventory, in addition to the professional/consulting services.

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

Not applicable.

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

A. Explain why civil service classes are not applicable.

Due to the proprietary nature of the products, City personnel do not have access to the software source code or design of specialized functionalities and modules. Replacement software applications and hardware parts plus specialized training and support must be contracted through Conduent. The labor maintenance of the spare parts will be performed by City personnel.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, adopting new civil service classes to perform this work would not be practical because of the proprietary nature of Conduent products.

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. SFMTA employees will not be trained because of the proprietary nature of hardware and software.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 03/12/2018, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

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

Name: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40072 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

Goree, Rod

From: dhr-psccordinator@sfgov.org on behalf of rod.goree@sfmta.com
Sent: Monday, March 12, 2018 5:08 PM
To: Goree, Rod; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40072 - 17/18

RECEIPT for Union Notification for PSC 40072 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 40072 - 17/18 for \$7,000,000 for Initial Request services for the period 06/01/2018 – 05/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10804> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD Dept. Code: ECD

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

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

Type of Service: 800MHz Radio System Maintenance Agreement

Funding Source: Genert Fund PSC Duration: 18 years 26 weeks
PSC Amount: \$28,000,000 PSC Est. Start Date: 07/01/2017 PSC Est. End Date: 12/31/2035

1. Description of Work

A. Scope of Work:

For the long term maintenance agreement Motorola will perform the following activities on all equipment and software: Infrastructure Repair with Advanced Replacement, 24X7X365 Telephone and Technical Support, Case Management and Resolution, Preventative Maintenance, Microwave Subsystem Maintenance, 3rd Party Component Maintenance, In-Building System Maintenance, Airport System Maintenance, System and Network Monitoring, Security/Anti-virus Monitoring and Update Service, Subscriber Repair Bank credit, Software Subscription Agreement for Wave and Infor Asset Management and a System and Software Refresh Agreement - to ensure no software or hardware component becomes obsolete and/or unsupported by the vendor.

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

The Public Safety Radio system is what Police, Fire, Sheriff and Emergency Management Department use every day to communicate during 9-1-1 emergencies. This system has to be reliable, stable and always be under vendor support.

This maintenance agreement is necessary to ensure that the public safety radio system has no downtime vendor support is available for all service related issues. It is critical that all portions of the system stay under vendor support, and this agreement will do so. If the system, or subsystem components become obsolete, the vendor will update the system to remove the obsolete parts. Also, the vendor will be responsible for curing all priority 1

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. This service has been provided under PSC 4073 12-13

D. Will the contract(s) be renewed? Unknown at this time

2. Union Notification: On 05/25/2016, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Lo

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41337 - 15/16

DHR Analysis/Recommendation: 09/19/2016

Commission Approval Required

DHR Approved for 09/19/2016

Approved by Civil Service Commission -312-

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The equipment and software is proprietary to Motorola Solutions and its subcontractors. These is specific knowledge and training needed on the proprietary equipment being provided by the vendor.

B. Which, if any, civil service class(es) normally perform(s) this work?
7368,7362,1042,1043,0932,

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:

The Civil Service Classes will continue to be first level troubleshooting and technical support for the system. Motorola will be used when the fix is beyond repair for a city employee, and requires vendor intervention.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No - the equipment is proprietary and needs vendor support.

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

YES NO

- A. Will the contractor directly supervise City and County employee? YES NO
- B. Will the contractor train City and County employee?
Training of City Maintenance/engineering Staff will be included every other YES NO
- C. Are there legal mandates requiring the use of contractual services? YES NO
- D. Are there federal or state grant requirements regarding the use of contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 07/27/2016 BY:

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

Address: 1011 Turk St San Francisco, CA 94102

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DISTRICT ATTORNEY

Dept. Code: DAT

Type of Request: Initial Modification of an existing PSC (PSC # 46594 - 14/15)

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

Type of Service: Communications Consultant for Public Awareness Campaigns

Funding Source: General Funds

PSC Original Approved Amount: \$250,000

PSC Original Approved Duration: 04/01/15 - 03/31/17 (2 years)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 05/17/17-03/30/18 (52 weeks)

PSC Mod#2 Amount: \$250,000

PSC Mod#2 Duration: 03/30/18-06/30/20 (2 years 13 weeks)

PSC Cumulative Amount Proposed: \$500,000

PSC Cumulative Duration Proposed: 5 years 13 weeks

1. Description of Work

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

The pre-qualified vendors were selected through an RFQ issued on November 11, 2014 by the District Attorney's Office (SFDA). The vendors are to provide as-needed communications services to educate the public about crime prevention, on how to access the office's services, and about the office's initiatives. The intended services for SFDA's public awareness campaigns include messaging, branding, strategizing, and/or designing materials and public service announcements targeting San Francisco's diverse population.

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

This service is necessary for our crime prevention and public education efforts as it relates to consumer safety and crime in general. Public education campaigns and other prevention efforts can produce a lasting reduction in crime in a cost-effective manner. The consequences of a denial can result in our inability to educate the public regarding how to prevent crime and victimization to make our community safer.

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

Yes

D. Will the contract(s) be renewed?

The contract may 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:

This service is needed on an intermittent, as-needed basis as public awareness campaigns become necessary for crime prevention.

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:

SFDA investigates and prosecutes crime, supports victims of crime, and brings action involving fraud. The type and timing of public service announcements that is required generally revolves around crime and fraud trends. Therefore, work under this proposed PSC is intermittent and only required on an as-needed basis.

B. Reason for the request for modification:

We seek to extend the services of as-needed communications consultants for public awareness campaigns on an intermittent basis.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Experience and expertise in creating and executing multi-lingual public awareness campaigns in municipalities: 1) creating bilingual materials including but not limited to English/Spanish and English/Chinese; (2) experience with paid media such as billboards, bus shelter ads, Muni exterior and interior ads, and social media ads; (3) producing and designing collateral materials and ads for print and social media; and (4) producing public service announcements for radio, print and web.

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 1767, Media Programming Spec; 1769, Media Production Supv; 1771, Media Production Specialist; 5322, Graphic Artist; 5330, Graphics Supervisor;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The 1312 PIO and 1314 PR Ofc distribute info and marketing of dept. programs, but do not provide the design, production and messaging. The 1767 Media Prog. Spec., 1769 Prod. Supv, and 1771 Prod. Spec. focus on video whilst the service sought is mainly for print. The 5322 Graphic Artist and 5330 Graphics Supv create graphics for projects, but the overall strategy/messaging is essential. The need for different components are time limited and intermittent, therefore it would not be feasible to hire full time civil service staff in all these classes.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, because the projects are

intermittent, of limited duration and generally require a team with specific skillsets for each project.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Not Applicable.
- 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 02/09/18, the Department notified the following employee organizations of this PSC/RFP request:

Theatrical Stage Employees, L16; SEIU 1021 Miscellaneous; 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: Sheila Arcelona Phone: 415 734 3018 Email: sheila.arcelona@sfgov.org

Address: 850 Bryant Street, Room 322, San Francisco, CA, 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46594 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of sheila.arcelona@sfgov.org
Sent: Friday, February 09, 2018 12:04 PM
To: Arcelona, Sheila (DAT); jb@local16.org; peter.masiak@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; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 46594 - 14/15 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The DISTRICT ATTORNEY -- DAT has submitted a modification request for a Personal Services Contract (PSC) for \$250,000 for services for the period March 30, 2018

– June 30, 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/8914>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org peter.masiak@seiu1021.org jb@local16.org

Choi, Suzanne (HRD)

From: Arcelona, Sheila (DAT)
Sent: Friday, February 09, 2018 12:31 PM
To: jb@local16.org
Cc: DHR-PSCCoordinator, DHR (HRD); Garrido, Lorna (DAT)
Subject: PSC 46594 14/15 Modification
Attachments: PSC #46594 14-15.pdf; psc mod 2.pdf

Greetings, this email is intended for the Theatrical State Employees L16 Union:

Please see attached the San Francisco District Attorney's Office proposed modification to PSC 46594 14-15, As-Needed Communications Consultants for Public Awareness Campaigns. The Office of the District Attorney uses these consultants intermittently to create campaigns to educate the public on fraud and public safety issues. The proposed modification would extend the term until June 30, 2020 and add an additional \$250,000 in funding.

We were required to notify your union for the initial PSC, therefore we are sending you this notification of modification.

Please review and let us know if you have any concerns with the proposed PSC and/or if we can proceed.

Thank you for your time and attention.
Sincerely,

Sheila Arcelona
Assistant Chief, Finance & Administration
San Francisco District Attorney's Office
Desk: (415) 734-3018
Fax: (415) 553-9700
Sheila.Arcelona@sfgov.org

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Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DISTRICT ATTORNEY

Dept. Code: DAT

Type of Request: Initial Modification of an existing PSC (PSC # 46594 - 14/15)

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

Type of Service: Communications Consultant for Public Awareness Campaigns

Funding Source: General Funds

PSC Original Approved Amount: \$250,000 PSC Original Approved Duration: 04/01/15 - 03/31/17 (2 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 05/17/17-03/30/18 (52 weeks)

PSC Cumulative Amount Proposed: \$250,000 PSC Cumulative Duration Proposed: 2 years 52 weeks

1. Description of Work

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

The pre-qualified vendors were selected through an RFQ issued on November 11, 2014 by the District Attorney's Office (SFDA). The vendors are to provide as-needed communications services to educate the public about crime prevention, on how to access the office's services, and about the office's initiatives. The intended services for SFDA's public awareness campaigns include messaging, branding, strategizing, and/or designing materials and public service announcements targeting San Francisco's diverse population.

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

This service is necessary for our crime prevention and public education efforts as it relates to consumer safety and crime in general. Public education campaigns and other prevention efforts can produce a lasting reduction in crime in a cost-effective manner. The consequences of a denial can result in our inability to educate the public regarding how to prevent crime and victimization to make our community safer.

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 46594 - 14/15

D. Will the contract(s) be renewed?

The contract may 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:

We have projects that are not yet completed.

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:

SFDA investigates and prosecutes crime, supports victims of crime, and brings action involving fraud. The type and timing of public service announcements that is required generally revolves around crime and fraud trends. Therefore, work under this proposed PSC is intermittent and only required on an as-needed basis.

B. Reason for the request for modification:

We seek to extend the end date of the PSC but not change the amount because we have ongoing projects that are not yet finished.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Experience and expertise in creating and executing multi-lingual public awareness campaigns in municipalities: 1) creating bilingual materials including but not limited to English/Spanish and English/Chinese; (2) experience with paid media such as billboards, bus shelter ads, Muni exterior and interior ads, and social media ads; (3) producing and designing collateral materials and ads for print and social media; and (4) producing public service announcements for radio, print and web.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 1767, Media Programming Spec; 1769, Media Production Supv; 1771, Media Production Specialist; 5322, Graphic Artist; 5330, Graphics Supervisor;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
The 1312 PIO and 1314 PR Ofc distribute info and marketing of dept. programs, but do not provide the design, production and messaging. The 1767 Media Prog. Spec., 1769 Prod. Supv, and 1771 Prod. Spec. focus on video whilst the service sought is mainly for print. The 5322 Graphic Artist and 5330 Graphics Supv create graphics for projects, but the overall strategy/messaging is essential. The need for different components are time limited and intermittent, therefore it would not be feasible to hire full time civil service staff in all these classes.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, because the projects are intermittent, of limited duration and generally require a team with specific skillsets for each project.

6. Additional Information

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

7. Union Notification: On 05/17/17, the Department notified the following employee organizations of this PSC/RFP request:
Theatrical Stage Employees, L16; SEIU 1021 Miscellaneous; 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: Sheila Arcelona Phone: 415 734 3018 Email: sheila.arcelona@sfgov.org

Address: 850 Bryant Street, Room 322, San Francisco, CA, 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46594 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/13/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DISTRICT ATTORNEY -- DATDept. Code: DATType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Communications Consultant for Public Awareness CampaignsFunding Source: General FundsPSC Duration: 2 yearsPSC Amount: \$250,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The pre-qualified vendors were selected through an RFQ issued on November 11, 2014 by the District Attorney's Office (SFDA). The vendors are to provide as-needed communications services to educate the public about crime prevention, on how to access the office's services, and about the office's initiatives. The intended services for SFDA's public awareness campaigns include messaging, branding, strategizing, and/or designing materials and public service announcements targeting San Francisco's diverse population.

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

This service is necessary for our crime prevention and public education efforts as it relates to consumer safety and crime in general. Public education campaigns and other prevention efforts can produce a lasting reduction in crime in a cost-effective manner. The consequences of a denial can result in our inability to educate the public regarding how to prevent crime and victimization to make our community safer.

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.

Not Applicable.

D. Will the contract(s) be renewed?

The contract may be renewed.

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

not applicable

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):** Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

- SFDA investigates and prosecutes crime, supports victims of crime, and brings action involving fraud. The type and timing of public service announcements that is required generally revolves around crime and fraud trends. Therefore, work under this proposed PSC is intermittent and only required on an as-needed basis.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Experience and expertise in creating and executing multi-lingual public awareness campaigns in municipalities: 1) creating bilingual materials including but not limited to English/Spanish and English/Chinese; (2) experience with paid media such as billboards, bus shelter ads, Muni exterior and interior ads, and social media ads; (3) producing and designing collateral materials and ads for print and social media; and (4) producing public service announcements for radio, print and web.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 1767, Media Programming Spec; 1769, Media Production Supv; 1771, Media Production Specialist; 5322, Graphic Artist; 5330, Graphics Supervisor;
- 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?

Where possible, SFDA will contact other City Departments with graphic designers to determine whether the graphic design component of the project can be done with existing city positions. If yes, SFDA will work order that portion of the project to that City Department before contracting out the remainder of the project to a pre-selected city vendor.

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

- A. Explain why civil service classes are not applicable.
The 1312 PIO and 1314 PR Ofc distribute info and marketing of dept. programs, but do not provide the design, production and messaging. The 1767 Media Prog. Spec., 1769 Prod. Supv, and 1771 Prod. Spec. focus on video whilst the service sought is mainly for print. The 5322 Graphic Artist and 5330 Graphics Supv create graphics for projects, but the overall strategy/messaging is essential. The need for different components are time limited and intermittent, therefore it would not be feasible to hire full time civil service staff in all these classes.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, because the projects are intermittent, of limited duration and generally require a team with specific skillsets for each project.

6. Additional Information

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

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 01/20/2015, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; SEIU 1021 Miscellaneous; Theatrical Stage Employees, L16

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

Name: Sheila Arcelona Phone: 415 734 3018 Email: sheila.arcelona@sfgov.org

Address: 850 Bryant Street, Room 322 San Francisco, CA, 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46594 - 14/15

DHR Analysis/Recommendation:

action date: 06/01/2015

Commission Approval Required

Approved by Civil Service Commission

06/01/2015 DHR Approved for 06/01/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: Initial Modification of an existing PSC (PSC # 39994 - 17/18)

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

Type of Service: website support and maintenance

Funding Source: local

PSC Original Approved Amount: \$99,000

PSC Original Approved Duration: 10/01/17 - 09/30/21 (4 years)

PSC Mod#1 Amount: \$400,000

PSC Mod#1 Duration: 10/01/21-03/31/22 (26 weeks)

PSC Cumulative Amount Proposed: \$499,000

PSC Cumulative Duration Proposed: 4 years 26 weeks

1. Description of Work

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

The SFMTA (Agency) requires Drupal content management system technology services to support its www.sfmta.com website. In order to keep the website stable, secure, and optimized, the service provider will provide ongoing, as-needed support, including critical technical maintenance updates and support for ongoing feature and content needs.

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

The sfmta.com website (website) is the Agency's largest and most face-forward communications tool. More than one million people visit the site every month for all of the city's public transportation information. Ensuring the website is secure and error free is critical to customers having access to vital transportation information. Denial of this personal service contract will jeopardize the Agency's ability to secure and maintain the website.

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?

Yes, the contract will be extended beyond the proposed four-year period as Drupal CMS required by the website will require regular, ongoing support and maintenance.

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 sfmta.com website is the Agency's largest and most face-forward communication tool. More than one million people visit the site every month for all of the city's public transportation information. Ensuring the website is secure and error-free is critical to customers having access to vital transportation information. Denial of this personal service contract will jeopardize the Agency's ability to secure and maintain the website.

2. Reason(s) for the Request

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

To provide the as-need support and periodic maintenance services required for the website, specialized expertise in Drupal CMS coding is required.

B. Reason for the request for modification:

Additional funds and extension will enable the Agency to keep the features of the site up-to-date by providing the resources necessary to add continual enhancements. Previous improvement of the site was performed on a very sporadic basis which left the website out-of-date.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor must possess at least three years of experience developing and maintaining websites using Drupal CMS code.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1021, IS Administrator 1; 1051, IS Business Analyst-Assistant; 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Employees in civil service classes would ordinarily be expected to provide these services, but due to peak in demand and the periodic nature of these services, the Agency is not able to develop internal capacity to meet the current need or justify it over a longer term.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, it would be impractical to adopt new civil services classes to perform this work. Civil services classes already exist, but DTIS staff are unable to provide these services at this time. These services will be provided on an as-needed basis, and the Agency will have staff available to provide portions of the maintenance work required once the website's CMS and updates are 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.

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.

Yes, current contractor to continue enhancements.

7. **Union Notification:** On 03/23/18, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 S. Van Ness Ave - 6th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 39994 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Friday, March 23, 2018 3:25 PM
To: Nuque, Amy (MTA); tmathews@ifpte21.org; kschumacher@ifpte21.org;
kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org;
L21PSCReview@ifpte21.org; Goree, Rod (MTA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 39994 - 17/18 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$400,000 for services for the period October 1, 2021 – 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/dhrdrupal/node/10836>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org
kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: website support and maintenance

Funding Source: local

PSC Amount: \$99,000

PSC Est. Start Date: 10/01/2017 PSC Est. End Date 09/30/2021

1. Description of Work

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

The SFMTA (Agency) requires Drupal content management system technology services to support its www.sfmta.com website. In order to keep the website stable, secure, and optimized, the service provider will provide ongoing, as-needed support, including critical technical maintenance updates and support for ongoing feature and content needs.

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

The sfmta.com website (website) is the Agency's largest and most face-forward communications tool. More than one million people visit the site every month for all of the city's public transportation information. Ensuring the website is secure and error free is critical to customers having access to vital transportation information. Denial of this personal service contract will jeopardize the Agency's ability to secure and maintain the website.

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 work has been done under a monthly maintenance agreement with the developer of website's previous iteration. There is currently a maintenance agreement for monthly website support. This proposed contract is for a formal, multi-year agreement to develop and support maintenance of the new sfmta.com website.

D. Will the contract(s) be renewed?

Yes, the contract will be extended beyond the proposed four-year period as Drupal CMS required by the website will require regular, ongoing support and maintenance.

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:

To provide the as-need support and periodic maintenance services required for the website, specialized expertise in Drupal CMS coding is required.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor must possess at least three years of experience developing and maintaining websites using Drupal CMS code.

B. Which, if any, civil service class(es) normally perform(s) this work? 1021, IS Administrator 1; 1051, IS Business Analyst-Assistant; 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;

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

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

The Agency sought the assistance of the Department of Telecommunications and Information Services (DTIS) for providing these services, but DTIS is unable to provide these services at this time.

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

A. Explain why civil service classes are not applicable.

Employees in civil service classes would ordinarily be expected to provide these services, but due to peak in demand and the periodic nature of these services, the Agency is not able to develop internal capacity to meet the current need or justify it over a longer term.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would be impractical to adopt new civil services classes to perform this work. Civil services classes already exist, but DTIS staff are unable to provide these services at this time. These services will be provided on an as-needed basis, and the Agency will have staff available to provide portions of the maintenance work required once the website's CMS and updates are 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 contact? If so, please explain what that will entail; if not, explain why not.
No. The 1051 assigned will received as-needed training to be able to perform day-to-day management, oversight, and upkeep responsibilities.

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

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

Name: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

Address: 1 S. Van Ness Ave - 6th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 39994 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/21/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY

Dept. Code: TIS

Type of Request: Initial Modification of an existing PSC (PSC # 43213 - 14/15)

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

Type of Service: Esri Geographic Information System (GIS) Software Training, and Project Consulting Services

Funding Source: Enterprise and General Funds

PSC Original Approved Amount: \$750,000

PSC Original Approved Duration: 01/09/15 - 09/30/18 (3 years 37 weeks)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 10/01/18-09/30/21 (3 years 1 day)

PSC Cumulative Amount Proposed: \$750,000

PSC Cumulative Duration Proposed: 6 years 37 weeks

1. Description of Work

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

Training users on the citywide Enterprise Licensed Esri Geographic Information System (GIS) Software products, and Geographic Information System (GIS) Project consulting

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

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

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

Yes

D. Will the contract(s) be renewed?

Yes

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

The City currently has an Enterprise License Agreement (ELA) with Esri, which took effect January 12, 2015, and expires on June 30, 2018. The Esri geographic information system (GIS) software is currently being used by twenty-eight City departments. The City desires to renew its engagement with Esri for an additional 3-year term, to take effect July 1, 2018, and end on June 30, 2021, for continued use of the GIS software suite. Esri's licensing fee includes standard/routine maintenance of the software. Maintenance in this context covers technical support via telephone, chat and web, new software versions, hot fixes, patches and updates. The City can also purchase technical services and/or training on an as-needed basis. The City would only engage Esri for technical services and/or training on a project-by-project basis, and

only for assistance requiring back-end reconfiguration of the software. During the term of the current agreement (1/12/15 – 6/30/18), the City has only expended \$86,000 for services and training. Due to the proprietary nature of the Esri GIS software suite, this type of technical services and training can only be performed by Esri employees who are familiar with the software capabilities and may require access to its source code. No City employee has this technical expertise or access to source code to be able to perform this type of service and training.

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

Services required on an intermittent basis and require proprietary technical knowledge of Esri Geographic Information System (GIS) Products that City staff do not have and cannot get due to the proprietary nature of the Geographic Information System (GIS) Software

B. Reason for the request for modification:

PSC# 43213 – 14/15 was approved by the Commission on December 15, 2014, in the amount of \$750,000. The duration of the approved PSC# 43213 – 14/15 began January 9, 2015, and ends on September 30, 2018. The original approved amount of \$750,000 was to be used on an as-needed basis, of which only \$86,000 has been used for services and training. DT is now submitting this modification request to continue contracting out the same services for an additional three years, consistent with the renewal of the licensing term for continued use of the Esri software. DT is not seeking an increase to the original approved PSC amount of \$750,000, rather, we are only requesting an extension of the PSC duration to September 30, 2021.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Specialized proprietary technical knowledge of Esri Desktop and Server-side Geographic Information System (GIS) Software products, Geographic Information System (GIS) Technical Requirement and Solution Development, Geographic Information System (GIS) Project Management and Implementation, Geographic Information System (GIS) Software Training.

B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;

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

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Training and Project Consulting Services require extensive proprietary technical knowledge of Esri Geographic Information System (GIS) Software products
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, because the services require proprietary technical knowledge and expertise with Esri Geographic Information System (GIS) Software.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Please see attachment "PSC 43213 14-15 Training Services Description"
- 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, Esri will continue to provide needed services.

7. Union Notification: On 03/28/18, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

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

Address: 1 South Van Ness Ave 2nd Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43213 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 05/07/2018

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Gines, Jolie (TIS); tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Dere, Wilfred (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 43213 - 14/15 - MODIFICATIONS
Date: Wednesday, March 28, 2018 2:44:17 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period October 1, 2018 – September 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/10880>
Email sent to the following addresses: L21PSCReview@ifpte21.org
pkim@ifpte21.org
eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org
tmathews@ifpte21.org

Additional Attachment(s)

- Describe the training and indicate approximate number of hours.
The training will be for City Departments utilizing Esri Geographic Information System (GIS) Software on an as-needed basis. Approximate number of hours will be determined by the number of ongoing Geographic Information System (GIS) projects at any given time.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.
 - 5277 Planner 1: 10 Employees
 - 5278 Planner 2: 10 Employees
 - 5291 Planner 3: 5 Employees
 - 5293 Planner 4: 5 Employees
 - 5283 Planner 5: 3 Employees
 - 5288 Transit Planner 2: 5 Employees
 - 5289 Transit Planner 3- 5 Employees
 - 5290 Transit Planner 4: 3 Employees
 - 5298 Planner 3 Environmental Review: 5 Employees
 - 5299 Planner 4 Environmental Review: 3 Employees
 - 1043 IS Engineer Senior: 5 Employees
 - 1044 IS Engineer Principal: 2 Employees
 - 1063 IS Programmer Analyst Senior: 5 Employees
 - 1053: IS Business Analyst Senior: 5 Employees
 - 1054 IS Business Analyst Principal: 5 Employees

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS Dept. Code: TIS

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Esri Geographic Information System (GIS) Software Training, and Project Consulting Services

Funding Source: Enterprise and General Funds PSC Duration: 3 years 37 weeks
PSC Amount: \$750,000 PSC Est. Start Date: 01/09/2015 PSC Est. End Date: 09/30/2018

1. Description of Work

A. Scope of Work:

Training users on the citywide Enterprise Licensed Esri Geographic Information System (GIS) Software products, and Geographic Information System (GIS) Project consulting

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

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

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
On-site Training and Professional Services have not previously been provided by the vendor.

D. Will the contract(s) be renewed? Yes

2. **Union Notification:** On 10/20/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43213 - 14/15

DHR Analysis/Recommendation: 01/05/2015

Commission Approval Required

DHR Approved for 01/05/2015

Approved by Civil Service Commission

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 Specialized proprietary technical knowledge of Esri Desktop and Server-side Geographic Information System (GIS) Software products, Geographic Information System (GIS) Technical Requirement and Solution Development, Geographic Information System (GIS) Project Management and Implementation, Geographic Information System (GIS) Software Training.

B. Which, if any, civil service class(es) normally perform(s) this work?
 1043,1044,1053,1063,1033,

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:

Training and Project Consulting Services require extensive proprietary technical knowledge of Esri Geographic Information System (GIS) Software products

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

No, because the services require proprietary technical knowledge and expertise with Esri Geographic Information System (GIS) Software.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? Please see attachment "PSC 43213 14-15 Training Services Description"	<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? See "Current Contract Notes" attachment	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

ON 11/25/2014 BY:

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

Address: 1 South Van Ness Ave 2nd Floor San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 41068 - 14/15)

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

Type of Service: Vocational Rehabilitation Training Program

Funding Source: General Fund, Grant, Prop 63

PSC Original Approved Amount: \$12,000,000 PSC Original Approved Duration: 11/01/15 - 10/31/20 (5 years 1 day)

PSC Mod#1 Amount: \$12,000,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$24,000,000 PSC Cumulative Duration Proposed: 5 years 1 day

1. Description of Work

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

The programs will provide opportunities for consumers with behavioral health challenges to engage in work development, training, and placement services to further enhance their path to wellness and recovery. The criteria for services are specified by DPH Behavioral Health Services and the California Department of Rehabilitation and includes San Francisco residents 18 and over, including transitional age youth, adults and older adults. Service coordinators also support the work of Behavioral Health Services clinicians by connecting consumers with community-based vocational, educational, and other services identified as needed by the consumer. Vocational rehabilitation training programs aim to empower consumers toward finding meaningful activities or employment and provide individualized support to address any barriers that may impede their progress toward economic self-sufficiency and achieving vocational goals. The programs utilized evidence-based practices and work in collaboration with the consumer, family member, and other stakeholders to further develop vocational opportunities for consumers.

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

This program is funded by the State Mental Health Services Act (MHSA), which requires that consumer input play a significant role in the development of programs. Behavioral health consumers, former consumers, or families of consumers must be involved in areas of mental health policy, program planning, implementation, monitoring, quality improvement, evaluation and budget allocations regarding these programs. MHSA funding for this program assists consumers and family members to secure meaningful employment and provides the resources necessary for San Francisco to realize the vision of recovery for individuals and families served by the mental health system.

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

D. Will the contract(s) be renewed?
Yes.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The Department anticipates a continued need for these services, which allow mental health clients to gain supervised, supportive occupational experience to support their present recovery efforts and strengthen their future ability to support themselves financially in positions which do not receive mental health support in this supportive and tolerant environment.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The City does not currently possess the capacity or infrastructure to establish and maintain an effective vocational rehabilitation program for the target population.

B. Reason for the request for modification:

To increase the amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: In collaboration with BHS and consumers, the contractor will be responsible for the design and implementation of a cohesive and collaborative system of vocational rehabilitation services to recruit, employ, train, place, support and supervise consumers within DPH, CBHS and community settings. The provider will also implement and evaluate the service delivery system and vocational rehabilitation services that are received by behavioral health consumers. (cont. on attached)
- B. Which, if any, civil service class(es) normally perform(s) this work? 2588, Health Worker 4; 2593, Health Program Coordinator 3;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, facilities to operate the program will be provided by the contractor.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
The City does not have the expertise or infrastructure to establish the type of services needed in order to receive the State funding to support this program.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This work requires specialized knowledge and skills and expertise.

6. Additional Information

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

7. **Union Notification:** On 02/08/18, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous; 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41068 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 05/07/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Thursday, February 08, 2018 6:15 PM
To: Hale, Jacquie (DPH); peter.masiak@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; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Girma, Mahlet (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 41068 - 14/15 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$12,000,000 for services for the period January 1, 2018 – October 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/10639>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org peter.masiak@seiu1021.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Vocational Rehabilitation Training ProgramFunding Source: General Fund, Grant, Prop 63PSC Duration: 5 years 1 dayPSC Amount: \$12,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The programs will provide opportunities for consumers with behavioral health challenges to engage in work development, training, and placement services to further enhance their path to wellness and recovery. The criteria for services are specified by DPH Behavioral Health Services and the California Department of Rehabilitation and includes San Francisco residents 18 and over, including transitional age youth, adults and older adults. Service coordinators also support the work of Behavioral Health Services clinicians by connecting consumers with community-based vocational, educational, and other services identified as needed by the consumer. Vocational rehabilitation training programs aim to empower consumers toward finding meaningful activities or employment and provide individualized support to address any barriers that may impede their progress toward economic self-sufficiency and achieving vocational goals. The programs utilized evidence-based practices and work in collaboration with the consumer, family member, and other stakeholders to further develop vocational opportunities for consumers.

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

This program is funded by the State Mental Health Services Act (MHSA), which requires that consumer input play a significant role in the development of programs. Behavioral health consumers, former consumers, or families of consumers must be involved in areas of mental health policy, program planning, implementation, monitoring, quality improvement, evaluation and budget allocations regarding these programs. MHSA funding for this program assists consumers and family members to secure meaningful employment and provides the resources necessary for San Francisco to realize the vision of recovery for individuals and families served by the mental health system.

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

The services were previously approved under 4156-09/10.

D. Will the contract(s) be renewed?

Yes.

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

The Department anticipates a continued need for these services, which allow mental health clients to gain supervised, supportive occupational experience to support their present recovery efforts and strengthen their future ability to support themselves financially in positions which do not receive mental health support in this supportive and tolerant environment.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The City does not currently possess the capacity or infrastructure to establish and maintain an effective vocational rehabilitation program for the target population.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: In collaboration with BHS and consumers, the contractor will be responsible for the design and implementation of a cohesive and collaborative system of vocational rehabilitation services to recruit, employ, train, place, support and supervise consumers within DPH, CBHS and community settings. The provider will also implement and evaluate the service delivery system and vocational rehabilitation services that are received by behavioral health consumers. (cont. on attached)

B. Which, if any, civil service class(es) normally perform(s) this work? 2588, Health Worker 4; 2593, Health Program Coordinator 3;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, facilities to operate the program will be provided by the contractor.

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

One objective of this program is to increase City civil service resources, by providing opportunities for consumers/clients to gain access to employment opportunities in the Civil Service system. The contractor is expected to work collaboratively with the many existing vocational development program operated at Department of Public Health and the City and to complement the work of existing civil service staff.

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

A. Explain why civil service classes are not applicable.

The City does not have the expertise or infrastructure to establish the type of services needed in order to receive the State funding to support this program.

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

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not. No. The purpose of these services is to provide training to mental health consumers/clients, however, no formal training will be provided to civil service staff.

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

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

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

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

7. **Union Notification:** On 07/25/2015, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41068 - 14/15

DHR Analysis/Recommendation:

action date: 12/21/2015

Commission Approval Required

Approved by Civil Service Commission

12/21/2015 DHR Approved for 12/21/2015