



Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director

Date: November 3, 2017

To: The Honorable Civil Service Commission

Through: Micki Callahan  
Human Resources Director

From: Cynthia Avakian, AIR  
Robbie Wilson, JUV  
Rod Goree, MTA  
Karen Henderson, MYR  
Lavena Holmes, PRT  
Taraneh Moayed, PUC  
Jacquie Hale, DPH

Subject: **Personal Services Contracts Approval Request**

This report contains thirteen (13) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

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

Total of this Report	YTD Expedited Approvals FY2017-2018	Total for FY2017-2018
\$628,983,897	\$680,239,440	\$1,918,016,087

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**POSTING FOR**

November 20, 2017

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

2017-11-20

**APPLY**

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
49266 - 17/18	AIRPORT COMMISSION	\$13,000,000.00	San Francisco International Airport (SFO) requires the services of International Marketing consultants to perform services in overseas locations to increase international flight activity to SFO. These international services will include: strategic planning and marketing, air service development support, market research, public relations, cultural consultation and branding.	December 1, 2017	December 31, 2024	REGULAR
43740 - 17/18	JUVENILE PROBATION	\$600,000.00	The Juvenile Probation Department (JPD) operates two 24-hour/7-day a week residential facilities for youth: Juvenile Hall and Log Cabin Ranch(located in La Honda CA). The Board of State & Community Corrections (BSCC) Title 15 minimum standards for juvenile facilities mandates physical education as a "required element" of the facility education program and on-grounds school. In order to comply with the State Education Code, applicable federal education statutes and regulations, JPD must ensure that it has a highly effective physical education program, in order to maximize the amount of time youth are out of their rooms and not confined to their beds. Per BSCC, Article 6, Programs and Activities, Section 1371, juvenile facilities must provide a daily supervised exercise, activity and recreation program, that includes "large muscle activity each day" as well as outdoor activity. The Welfare and Institutions Code (WIC), Division 2 requires that residential programs provide competency-based education services, training, and physical education, for wards of the Juvenile Court.  To comply with all statutes and regulations regarding youth who are confined to juvenile detention facilities, JPD is seeking a supplier to develop and implement a safe, compliant, comprehensive and structured physical education, exercise, activity, and recreation program that includes evidence-based instructional strategies to respond to youth with different learning styles and abilities.	November 1, 2017	November 1, 2019	REGULAR
45247 - 17/18	MUNICIPAL TRANSPORTATION AGENCY	\$1,000,000.00	Professional services to develop and implement an enterprise wireless access solution throughout the SFMTA, to include installation of wireless infrastructure in 22 facilities. The selected vendor will act as subject matter expert and augment staff in transitioning from older controller-appliance based 802.11n 2-radio-per-AP and 4-radio-per-AP technology to appliance-free cloud-managed 802.11ac dynamic radio technology. The vendor will be responsible for information technology components as well as physical implementation, to include light construction and equipment mounting.	December 1, 2017	November 30, 2019	REGULAR
41095 - 17/18	MAYOR	\$250,000.00	The qualified firm will provide fiscal technical workshops to Mayor's Office of Housing and Community Development funded nonprofit contractors, and provide technical assistance to Mayor's Office of Housing and Community Development funded nonprofit contractors via individual coaching sessions on issues/topics regarding nonprofit fiscal management.	October 1, 2017	September 30, 2021	REGULAR
48886 - 17/18	PORT	\$280,000.00				REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			The Port of San Francisco maintains a shoreside power system at Pier 27/29. The shoreside power connection allows cruise ships that come into port to be connected to the City's high voltage electrical grid. Cochran Marine is the sole contractor in North America who has provided complete turnkey installations of this system. The requested Personal Services Contract will provide annual testing and re-commissioning of the shoreside power equipment at Pier 27/29.	October 1, 2017	October 1, 2021	
48731 - 17/18	PUBLIC UTILITIES COMMISSION	\$10,906,297.00	<p>The San Francisco Public Utilities Commission ("SFPUC") currently uses two radio systems. The first system, operated by the Department of Emergency Management ("DEM"), is a Motorola 700/800 MHz standard public safety radio system. It is used by the City and County of San Francisco ("CCSF"), SFPUC's Wastewater Enterprise, Power Enterprise, Customer Service Bureau, as well as the City Distribution Division's Auxiliary Water Supply System personnel and Gatemen. The second system is a low frequency radio system and is used by SFPUC's Water Enterprise. This system spans seven counties but offers incomplete system hardware, incomplete coverage, and lacks many features needed in today's utility business such as built-in portability. This system is at its end-of-life and must be replaced.</p> <p>After conducting an extensive Request for Proposals ("RFP") process, SFPUC has selected Motorola Solutions to replace its antiquated low frequency radio system.</p> <p>Motorola Solutions' proposal consists of three major elements:</p> <p>(A) Complete system design and installation services in the amount of \$5,160,225;</p> <p>(B) System network equipment including radio infrastructure, dispatch consoles, 540 handheld radios and 52 mobile radios for the life of the contract in the amount of \$3,960,906; and</p> <p>(C) Eight years of comprehensive system maintenance and repair with all system upgrades in the amount of \$1,785,166.</p> <p>SEIU 1021 COMMENTS: CCSF Technicians will be responsible for primary system monitoring, trouble shooting and fault-isolation using Motorola System Diagnostic Software and all dispatch of tier 1 CCSF technician on-site repairs and maintenance.</p>	December 1, 2017	February 28, 2027	REGULAR
48637 - 17/18	PUBLIC HEALTH	\$200,000,000.00	The contractor(s) will provide design, build, implementation, custom programing & development, project management, change management, training, maintenance, and consulting services for the San Francisco Department of Public Health Electronic Health Record project (SFDPH EHR). The SFDPH EHR project will replace and consolidate current legacy EHR systems with one single integrated application that will provide clinical (inpatient, ambulatory, long term care, jail health, behavioral health, pharmacy, other clinical sub-specialties, financial (revenue and billing), and analytics and reporting in a modern and integrated application.	January 1, 2018	December 31, 2027	REGULAR
40587 - 17/18	PUBLIC HEALTH	\$137,760,000.00	Contractors will provide services as part of the City's Adult/Older Adult Systems Of Care, including mental health outpatient, intensive case management, crisis stabilization, residential treatment services, supportive housing and other adjunct services (such as representative payee and income assistance advocacy) to the approximately 21,000 San Francisco residents who have serious mental illness and resulting significant functional impairments, including serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, which may co-occur with substance use disorders and significant primary care, functional impairment and quality of life issues. In partnership with civil service staff, services provided by contractors provide flexible, integrated, seamless services based on the level and type of needs of the client, and responding as clients' needs change over time.	January 1, 2018	December 31, 2022	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
43871 - 17/18	PUBLIC HEALTH	\$96,817,600.00	Contractor(s) will provide psychiatric care to adults and/or older adults, in a locked licensed facility, Skilled Nursing Facility (SNF) and/or Mental Health Rehabilitation Center (MHRC) within San Francisco Bay Area, and/or non-mandatory psychiatric respite services, with one-on-one support in an appropriate environment. Most admissions for psychiatric care will be San Francisco residents coming directly from acute psychiatric inpatient units. Referrals for respite services will primarily come from Psychiatric Emergency Services (PES), acute inpatient psychiatric units, community mental health/dual diagnosis treatment programs, the San Francisco Homeless Outreach Team (SF HOT) and intensive case management programs. The SNF will provide care to individuals with psychiatric problems, medical problems and behavior problems, individuals with neurobehavioral diagnosis with a primary diagnosis of dementia. Individuals also may be admitted with physical impairments requiring special needs that may include the use of a wheelchair, walker, or cane; they may also have vision and or hearing loss or speech impediments. The MHRC will provide care to individuals who have a psychiatric diagnosis with behaviors too severe to live independently or in an unlocked unstructured community program. Respite services will provide a place for people who are not yet accepting of the need to manage their mental health symptoms/issues in a more productive and healthy manner and who would benefit from a supervised setting to monitor medication changes after an inpatient stay.	November 1, 2017	June 30, 2023	REGULAR
45512 - 17/18	PUBLIC HEALTH	\$1,980,000.00	The Behavioral Health Services in Primary Care for Older Adults program provides wraparound services that integrate mental health, primary care, case management, substance abuse, and other support services for older adults who struggle with mental health or substance abuse issues. Services are offered either in clients' homes or in a clinic setting, and are designed to be culturally, linguistically, and age appropriate. This comprehensive approach to behavioral and primary health care is intended to offer clients wraparound supports and services to engage older adults in mental health services. In addition, the work under this PSC will include providing employment for "peers". Peers are behavioral health clients with lived experience that perform specific peer-based activities for other clients in the behavioral health system.	January 1, 2018	December 31, 2023	REGULAR
48427 - 17/18	PUBLIC HEALTH	\$20,400,000.00	Work will include programs for Transition Age Youth (TAY) (16-24 years of age) who are hard to engage in services or socially excluded. These culturally appropriate mental health services will be provided by multiple contractors, which together form a System of Care to address the broad spectrum of needs and illnesses presented by these clients. Services will include full service partnership and intensive outpatient treatment activities; early psychosis intervention services; mental health assessment services; collateral and community based wrap-around services; and population-specific services for Black/African American, Asian and Pacific Islander, Latino/a and Mayan, homeless, and Lesbian, gay, bisexual, transgender, and questioning individuals. Work also will include providing employment for "peers," behavioral health clients with lived experience of mental illness and the mental health treatment system who perform specific peer-based activities for other clients/consumers of the behavioral health system.	January 1, 2018	December 31, 2023	REGULAR
49279 - 17/18	PUBLIC HEALTH	\$25,590,000.00	The work performed under this PSC will include programs for peers, who are behavioral health clients with lived experience of mental illness and the mental health treatment system who perform specific peer-based activities for other clients in the behavioral health system, including: (1) Peer Health and Advocacy services, which works to support peers/consumers of mental health services and their families by offering a wide array of services such as peer education and support	January 1, 2018	December 31, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>programs, community awareness presentations, and trainings for service providers and clients; these programs seek to improve health outcomes, reduce the stigma associated with behavioral or mental health conditions, and advocate on behalf of these populations; (2) Community Drop-In Services, which provide drop-in and resource support service centers throughout the City in order to offer multiple entry points and allow easy access to services; peer and clinical staff connect with clients and link them to behavioral/mental health services; services include case management, support groups, socialization events, employment services, and access to the arts; activities are offered to build social connection with other participants and natural support systems; (3) Fiscal Intermediary Services for Peer Employment, which will provide subcontractor, bookkeeping and limited personnel management services for several Peer-to-Peer projects in the Peer-to-Peer Services System, which is comprised of several peer programs managed by Department Civil Service staff, with a small portion of the programs staffed by peer counselors.</p>			
49869 - 17/18	PUBLIC HEALTH	\$120,400,000.00	<p>Contractors will provide mental health/behavioral health services in a residential setting for adults who would otherwise be a risk of hospitalization or other institutional placement as part of the City's Adult/Older Adult Systems Of Care (SOC), including services related to an urgent care center, acute diversion units, Institute for Mental Disease (IMD)-alternatives long-term mental health residential programs, older adult mental health residential programs, and mental health transitional residential treatment for mothers with young children. Approximately 21,000 San Francisco residents have serious mental illness and resulting significant functional impairments, including serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, which may co-occur with substance use disorders and significant primary care, functional impairment and quality of life issues. In partnership with civil service staff, services provided by contractors provide flexible, integrated, seamless services based on the level and type of needs of the client, and responding as clients' needs change over time.</p>	January 1, 2018	December 31, 2022	REGULAR

**TOTAL AMOUNT \$628,983,897**



**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: International Marketing Services in Overseas Locations

Funding Source: Airport Operating Funds

PSC Amount: \$13,000,000

PSC Est. Start Date: 12/01/2017 PSC Est. End Date 12/31/2024

**1. Description of Work**

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

San Francisco International Airport (SFO) requires the services of International Marketing consultants to perform services in overseas locations to increase international flight activity to SFO. These international services will include: strategic planning and marketing, air service development support, market research, public relations, cultural consultation and branding.

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

This service is necessary to keep SFO competitive in a highly volatile aviation industry. The consultant would work to maintain SFO's current international service or increase flights to new destinations with new airlines. Other U.S. and North American airports are aggressively building networks of contacts and relationships in similar markets and an absence of SFO in these current and future potential markets puts the Airport at risk of losing international service. Denial of these services will most likely lead to a loss of projected international flight activity and revenue.

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

This service have been provided most recently under PSC No. 4130-08/09.

**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.**

The requested duration covers the anticipated terms of the resulting contracts.

**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 lacks representatives in overseas locations.

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

**A. Specify required skills and/or expertise:** Expertise and experience in providing: public and foreign relations; tourism and trade show marketing/representation; and international marketing/international advertising and distribution development. All marketing generated overseas must be provided in the local language of the target destinations. Ability to provide the required expertise in the target overseas locations.

B. Which, if any, civil service class(es) normally perform(s) this work? 1802, Research Assistant; 1823, Senior Administrative Analyst; 1840, Junior Management Assistant; 1842, Management Assistant; 0922, Manager I; 0932, Manager IV;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide representation offices in various overseas locations including but not limited to the regions of Asia, Europe, Latin America and Oceania.

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

None, as the work will be performed in overseas locations.

**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 as the work will be performed in overseas 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. None, as the work will be performed in overseas locations.

**6. Additional Information**

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

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

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

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

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

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

**7. Union Notification:** On 08/25/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Prof & Tech Eng, Local 21; 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49266 - 17/18

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 11/20/2017

Civil Service Commission Action:

# **Receipt of Union Notification(s)**

**From:** dhr-psccordinator@sfgov.org  
**To:** Cynthia Avakian (AIR); 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; kgeneral@ifpte21.org; pkim@ifpte21.org; amakavan@ifpte21.org; L21PSCReview@ifpte21.org; camaguey@sfmea.com (contact); staff@sfmea.com; Yen Pang (AIR); DHR-PSCCoordinator, DHR (HRD).  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49266 - 17/18  
**Date:** Friday, August 25, 2017 2:36:15 PM

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RECEIPT for Union Notification for PSC 49266 - 17/18 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 49266 - 17/18 for \$13,000,000 for Initial Request services for the period 12/01/2017 – 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/9968> 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)**

**July 02, 2012 Regular Meeting**

**MINUTES**

**Regular Meeting**

**July 2, 2012**

**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
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 June 18, 2012

Action: Adopted. (Vote of 4 to 0)

HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 5)

The Human Resources Director questioned when Peace Officer appeals will be heard.

Sandra Eng, Acting Executive Officer explained the internal procedures for processing Peace Officer appeals are being reviewed by the City Attorney. The hearings will be in Closed Session unless the appellant submits a confidentiality waiver form. If other peace officers are mentioned in the appeal, they will also have the option to waive confidentiality. Otherwise, all of the appeals will be in Closed Session.

President Favetti requested that the City Attorney's opinion regarding Peace Officer hearings be redistributed to all concerned as a refresher.

EXECUTIVE OFFICER'S REPORT

0262-12-11 Report of Inspection Service Requested by the Commission regarding the Rating of Applicants and Establishment of the Eligible List for Class 1944 Materials Coordinator (Position-Based Testing) at the Department of Public Health (DPH) – San Francisco General Hospital (SFGH). (Item No. 6)

Speakers: Luz Morganti, Civil Service Commission  
John Kraus, Department of Human Resources

Action: Accepted the report and amended to request that the Human Resources Director review the hiring process and the policy on verification and provide training within the departments.  
(Vote of 4 to 0)

0263-12-8 Review of request for approval of proposed personal services contract.  
(Item No. 7)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration.



4000-12/13	Airport Commission	\$300,000	SFO requires a Contractor to provide services to install operating system upgrade and MDI Access Control System application upgrade new servers, database client licenses, and deploy the new system to production. This system provides SFO with its ID card access and alarm application, with several Airport security systems. The Access Control System contains proprietary software and hardware components custom designed by MDI. Support and parts for the MDI Access Control System is only available via authorized dealers who are required to have staff certified in the version of software they are supporting. This project will result in virtualizing the servers for the application, database and reporting. The Contractor will provide MDI support for the following: 1) Custom application programming logic; 2) Proprietary communication software components; 3) Proprietary software interfaces to the computer aided dispatch system; and 4) Custom database implementation.	Regular	06/30/17
4001-12/13	Public Health	\$65,000	This contract will provide access to a proprietary, web-based software application to enable DPH to maximize State reimbursement for DPH's administration of the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) programs. In 2012-13 new State requirements will take effect which will expand the annual staff time survey required by the State, to ensure as much administrative time as possible is claimed for reimbursement.	Regular	06/30/15
4002-12/13	Public Utilities Commission	\$1,500,000	Perform and assist Hetch Hetchy Water and Power (HHWP) with all business processes, design standards preparation and/or review of HHWP designs as they relate to Western Electricity Coordinating Council (WECC) and the North American Electric Reliability Corporation (NERC) power regulatory requirements CIP (critical infrastructure protection) and COM (communication) requirements.	Regular	06/30/17
4003-12/13	Public Utilities Commission	\$2,000,000	Assist Hetch Hetchy Water and Power (HHWP) with all business processes and engineering studies required to support Transmission Owner (TO), Transmission Operator (TOP), Planning Authority (PA), Transmission Planner (TP) and/or other registrations as identified by the North American Electric Reliability Corporation (NERC) and the Western Electricity Coordinating Council (WECC).	Regular	06/30/17
4130-08/09	Airport Commission	Increase Amount \$3,500,000 New Amount \$9,500,000	The International Strategic Marketing Alliance was established in 1998 to increase international flight activity to SFO. The Airport proposes to continue or re-establish the same or similar successful services by a newly established pool of overseas representation partners with on-the-ground representation in, but not limited to, Asia, Australia, Central and South America and Europe. These partners will promote the Airport and the City of San Francisco at international trade and tourism exhibitions worldwide, participate in joint trade missions with the Airport and the Mayor's Office, assist in international air route development, represent SFO in country developing promotion and advertising campaigns in language and specific to local cultures and trends, and provide market research and intelligence wherever possible.	Modi- fication	06/30/17

4041-07/08	Public Utilities Commission	<p>Increase Amount \$584,000</p> <p>New Amount \$1,034,000</p>	<p>Preparation of a Habitat Conservation Plan (HCP) for the Alameda Watershed including permitting for maintenance of the new Diversion Dam Road Bridge. The Alameda Watershed HCP will provide coverage for SFPUC operations, including bridge maintenance, in the Sunol Valley region under the Federal and California Endangered Species Act (FESA and CESA). Without the HCP, some SFPUC operations (including bridge maintenance) that impact special status species could be restricted or prohibited and the SFPUC could be faced with significant penalties under the FESA and CESA. This modification will permit completion of the Alameda Watershed Habitat Conservation Plan (AWHCP), including preparing applications for regulatory permits/approvals, mitigating, monitoring and reporting on plans like the AWHCP, which includes additional bridge maintenance.</p>	Modi- fication	06/30/15
4064-08/09	Public Utilities Commission	<p>Increase Amount \$2,000,000</p> <p>New Amount \$3,500,000</p>	<p>Conduct hydrologic, geomorphic, biological and related river ecosystem science work on an as-needed basis. The work will be conducted in support of the Upper Tuolumne River Ecosystem Project and other related SFPUC river and stream ecosystem management efforts (CS-946). This modification of the Upper Tuolumne River Ecosystem Project will (1) satisfy existing instream flow commitments (2) implement the SFPUC Water Enterprise environmental stewardship policy on the Upper Tuolumne River, and (3) assist the U.S. National Park Service with development of the Tuolumne Wild and Scenic River Plan. Failure to approve this PSC will result in the SFPUC renegeing on existing commitments per Raker Act stipulations and SFPUC policy. This modification is necessary to continue technical support for (1) implementation of the SFPUC Water Enterprise environmental stewardship policy, (2) implementation of studies and monitoring required by the Water System Improvement Program Final Programmatic Environmental Impact Report, (3) implementation of updated O'Shaughnessy Dam instream flows, and (4) support for related efforts on Alameda, Pliarcitos, and San Mateo Creeks to plan, develop, and implement conditions of new or existing agreements related to instream flow needs.</p>	Modi- fication	04/19/18

**Speakers:**

Cynthia Avakian and Jeff Hoglind, Airport Commission and Donna Kotake, Department of Human Resources spoke on PSC #4130-08/09.

**Action:**



Adopted the report; Approved the request for proposed personal services contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 8)**

President Favetti requested a Special Meeting prior to the Regular Meeting of July 16, 2012, in order to follow up on the Executive Officer vacancy.

She also mentioned that staff should be making preparations for a Strategic Planning Meeting possibly in October.

**ADJOURNMENT (Item No. 9)**

2:42 p.m.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: April 25, 2012

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 # 4130-08/09]

TYPE OF SERVICE: International Strategic Marketing Alliance

FUNDING SOURCE: Airport Operating Funds

Table with 4 columns: Original PSC Amount, Proposed Modification #1, TOTAL PSC AMOUNT, Original PSC Duration, Mod. #1 PSC Duration, TOTAL PSC DURATION.

1. DESCRIPTION OF WORK

A. Concise description of proposed work: The International Strategic Marketing Alliance was established in 1998 to increase international flight activity to SFO.

B. Explain why this service is necessary and the consequences of denial: This service is needed to protect and maintain the current level of international passenger and cargo flights.

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):

D. Will the contract(s) be renewed? Yes, if the alliance continues to be successful.

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, April 25, 2012 Date

RFP sent to: IFPTE Local 21 on April 25, 2012
Union Name Date

Signature (Handwritten Signature)

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4130-08109
STAFF ANALYSIS/RECOMMENDATION:

Approved 7/2/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: Expertise and experience in public & foreign relations, tourism & trade show marketing / representation, international marketing / international advertising and distribution development, and the provision of information in in-country languages.

B. Which, if any, civil service class normally performs this work? No classification normally performs this work since the work is overseas. The contract(s) will be managed by the Airport's Communication and Marketing staff.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: Yes. The contractor will provide representation offices in various overseas regions including but not limited to Asia, South Pacific, Latin America and Europe. As many of the inquiries in all of these offices will come from passengers who do not speak American English, it is important for the staff of these offices to be native speakers as well as be fully immersed in the local cultures to best promote SFO in a locally sensitive approach.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable: Civil service classifications are not applicable because the work is highly specialized requiring people who are familiar with local policies and procedures and working in overseas locations.

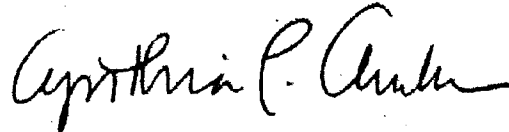
B. Would it be practical to adopt a new civil service class to perform this work? Explain. No, the work must be done overseas and requires knowledge of the local tourism and aviation needs, as well as the local policies and procedures. Much of the work is seasonal or intermittent in nature and not easily contained in a civil service classification.

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

- A. Will the contractor directly supervise City and County employees? Yes No
B. Will the contractor train City and County employees? 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? No, however, the Airport Commission has approved Resolution # 12-0038 to issue an RFQ for these services. Yes No

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? An RFQ will be issued and it is unknown the outcome of that process at this time.

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



Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

Print or Type Name

(650) 821-2014

Telephone Number

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

Address

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 23, 2009

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING   
 CONTINUING  ANNUAL

TYPE OF REQUEST:  INITIAL REQUEST  MODIFICATION

TYPE OF SERVICE: International Strategic Marketing Alliance

FUNDING SOURCE: Airport Operating Funds

PSC AMOUNT: \$6,000,000 (\$1,200,000/year) TOTAL PSC DURATION: 7/1/2009 - 6/30/2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The International Strategic Marketing Alliance, originally established in 1999 whereby joint marketing offices with the San Francisco Convention & Visitors Bureau were operated in numerous worldwide locations, will conclude the run of the ten-year contract in June 2009. The Airport proposes to continue or re-establish the same or similar successful services by a newly established pool of overseas representation partners with on-the-ground representation in, but not limited to, Asia, South Pacific, Latin America and Europe. These partners will promote the Airport and the City of San Francisco at international trade and tourism exhibitions worldwide, participate in joint trade missions with the Airport and the Mayor's Office, assist in international air route development, represent SFO in country developing promotion and advertising campaigns in language and specific to local cultures and trends, and provide market research and intelligence wherever possible.

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

This service is needed to protect and maintain the current level of international passenger and cargo flights from future reductions in the highly competitive and volatile aviation industry whether due to global economic conditions or jet fuel costs. In addition, this service is required to pave the way for future expansion of international passenger and cargo flights when economic conditions improve, especially but not limited to development of potential markets between China, India and the U.S. Other U.S. and North American airports are aggressively building networks of contacts and relationships in similar markets and an absence of SFO in these current and future potential markets puts the airport at risk of losing international service. Denial of these services will most likely lead to a loss of projected international flight activity.

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 through a contract, most recently under PSC approval # 4014-05/06.

D. Will the contract(s) be renewed? Yes, if the alliance continues to be successful.

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  
MEA  
Union Name

Cynthia P. Avakian  
Signature of person mailing/faxing form  
Cynthia P. Avakian  
Signature of person mailing/faxing form

MAR 23 2009  
Date  
MAR 23 2009  
Date

RFP sent to: IFPTE Local 21 on April 8, 2009 Cynthia P. Avakian  
Union Name Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4130-08/09  
STAFF ANALYSIS/RECOMMENDATION:  
CIVIL SERVICE COMMISSION ACTION:

Approved 4/20/09

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Expertise and experience in public & foreign relations, tourism & trade show marketing / representation, international marketing / international advertising and distribution development, and the provision of information in in-country languages.

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

No classification normally performs this work. A portion of the work might be performed by a 0922 Manager I, which is the classification of one of the persons overseeing this contract.

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

Yes. The contractor will provide representation offices in various overseas regions including but not limited to Asia, South Pacific, Latin America and Europe. As many of the inquiries in all of these offices will come from passengers who do not speak American English, it is important for the staff of these offices to be native speakers of the language spoken in these foreign offices as well as be fully immersed in the local cultures to best promote SFO in a locally sensitive approach.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classifications are not applicable because the work is highly specialized, usually of a seasonal or intermittent nature, requiring people who are familiar with local policies and procedures and working in overseas locations.

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

No, the work must be done overseas and requires knowledge of the local tourism and aviation needs, as well as the local policies and procedures. Much of the work is seasonal or intermittent in nature and not easily contained in a civil service classification.

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

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

Yes  No

B. Will the contractor train City and County employees?

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

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? Attached is Airport Commission Resolution #09-0047.

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? An RFQ will be issued and it is unknown the outcome of that process at this time.

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

*Cynthia P. Avakian*

Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

Print or Type Name

(650) 821-2014

Telephone Number

Airport Commission, Contracts Administration Unit

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION -- JUV

Dept. Code: JUV

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

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

Type of Service: Physical Education, Exercise & Recreation Program for Youth in Juvenile Detention Facilities

Funding Source: Grant/General Fund

PSC Duration: 2 years

PSC Amount: \$600,000

**1. Description of Work**

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

The Juvenile Probation Department (JPD) operates two 24-hour/7-day a week residential facilities for youth: Juvenile Hall and Log Cabin Ranch (located in La Honda CA). The Board of State & Community Corrections (BSCC) Title 15 minimum standards for juvenile facilities mandates physical education as a "required element" of the facility education program and on-grounds school. In order to comply with the State Education Code, applicable federal education statutes and regulations, JPD must ensure that it has a highly effective physical education program, in order to maximize the amount of time youth are out of their rooms and not confined to their beds. Per BSCC, Article 6, Programs and Activities, Section 1371, juvenile facilities must provide a daily supervised exercise, activity and recreation program, that includes "large muscle activity each day" as well as outdoor activity. The Welfare and Institutions Code (WIC), Division 2 requires that residential programs provide competency-based education services, training, and physical education, for wards of the Juvenile Court.

To comply with all statutes and regulations regarding youth who are confined to juvenile detention facilities, JPD is seeking a supplier to develop and implement a safe, compliant, comprehensive and structured physical education, exercise, activity, and recreation program that includes evidence-based instructional strategies to respond to youth with different learning styles and abilities.

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

This service is necessary because juvenile detention facilities are mandated by state and federal statutes and regulations, the State Education Code, the Board of State and Community Corrections, and the Welfare and Institutions Code to provide them. To comply, JPD must ensure that it has a diversified on-site physical education program and services that are available for youth ranging in age from 9 to 19, that can be administered within the structure of a juvenile detention facility. Without this service, the City will be unable to comply with the applicable regulations that govern the care and custody of youth who are wards of the Juvenile Court and under the supervision of the Juvenile Probation Department.



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, this service was provided by various independent and stand-alone suppliers; however the overall execution of physical education services lacked coordination and did not incorporate all applicable mandates and regulations to ensure compliance. In the future, this service will provide for a seamless execution of physical education, exercise, activity and recreation services, that can operate in concert with a youth's case plan. In the future, this service will ensure strict compliance with applicable regulations, by providing a physical education component for all youth in juvenile detention facilities, which will be administered by skilled instructors who are experienced in working with youth who have different learning styles and abilities.

D. Will the contract(s) be renewed?

Duration of the contract is expected to be 2 years (24 months) from the start of contract services, with an option to renew one time for 2 additional years (24 months). Therefore, if the option to extend is exercised by the City, the maximum term of the contract will be 4 years (48 months).

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 of the contract is expected to be 2 years (24 months) from the start of contract services, with an option to renew one time for 2 additional years (24 months). Therefore, if the option to extend is exercised by the City, the maximum term of the contract will be 4 years (48 months).

## 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 Juvenile Probation Department (JPD) operates two 24-hour/7-day a week residential facilities for youth: Juvenile Hall and Log Cabin Ranch (located in La Honda CA). JPD reviewed City classes and did not find a classification that matches the requisite skill-sets and abilities to perform the full range of services that are needed. The contractor must be available to come on-site at the 2 detention facilities: The services needed by JPD require a level of expertise that would include knowledge, skills, and experience in developing and administering a structured physical education curriculum/program for the 2 on-grounds schools that must comply with the State Education Code, the County Board of Education policies, the Board of State and Community Corrections Title 15 minimum standards for juvenile facilities, all applicable federal education statutes and regulations. To comply with statutes and regulations regarding youth who are confined to juvenile detention facilities, JPD is seeking a contractor to develop and implement a safe, compliant, comprehensive and structured physical education, exercise, activity, and recreational program that includes evidence-based instructional strategies to respond to youth with different learning styles and abilities.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Instructors must be able to pass a specialized security and criminal background check clearance. Required skills and expertise include education, training and experience in creating effective and literate gender-specific and co-ed physical education programs. Services must be administered by skillful instructors who are trained and proficient in isometrics, calisthenics, aerobics, conditioning, and sports for both girls and boys. Instructors must be

knowledgeable about trauma-informed issues that impact at-risk youth and have the ability to work with and coach youth in a criminal justice environment where detention rules and policies must be strictly followed. Instructors must have the ability to perform a full range of specialized institution services designed for youth in juvenile detention facilities. Contractor must possess the skill-sets and capability to create a plan and execute a quality physical education, exercise, activity and recreation program that includes instructional strategies designed to respond to the different learning styles and abilities of the youth.

- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The Juvenile Probation Department reviewed City classes and did not find a classification that matches the requisite skill-sets to perform the full range of services JPD is mandated to provide. Contractor must be available to administer programs on-site at the 2 detention facilities: Juvenile Hall and Log Cabin Ranch facility (located in La Honda, CA). The services needed by JPD require a level of expertise that includes knowledge, skills, and experience in developing curriculum and administering structured physical education programs to be provided at JPD's on-grounds schools that complies with the State Education Code, the County Board of Education policies, the Board of State and Community Corrections Title 15 minimum standards for juvenile facilities, all applicable federal education statutes and regulations.

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

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

Unlike the civil services recreational classes, this program will include structured and targeted exercise, therapeutic recreation, and a physical activity component administered by a professional who must understand physiology, muscle groups, and motor skills. This is important because the BSCC specifically requires at least one hour of "large muscle activity each day." This service would ensure compliance with regulatory mandates and the youth would benefit from working with trained professionals who are knowledgeable about physiology and requisite legal requirements. While ensuring compliance with applicable mandates, JPD would also be providing a structured physical education program where trauma-informed instructors could demonstrate the knowledge and skills to achieve and maintain a health-enhancing level of physical activity and fitness; promote discipline, self control, sportsmanship, teamwork; and teach the health benefits of physical activity through individual and group activities within a detention facility curriculum.

- 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 to perform this work, because it would likely involve the creation of multiple classifications that an experienced contractor has already acquired through years of education and hands-on training to develop physical and educational curricula and programs.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. The contractor will provide trained staff to develop a quality structured program and administer program services on-site directly to the youth at 2 detention 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.  
No.

7. **Union Notification:** On 09/26/2017, 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: Robbie Wilson Phone: (415)753-7560 Email: robbie.wilson@sfgov.org

Address: 375 Woodside Ave., Room 202 San Francisco, CA 94127  
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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43740 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2017

# **Receipt of Union Notification(s)**

**Choi, Suzanne (HRD)**

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**From:** dhr-psccordinator@sfgov.org on behalf of robbie.wilson@sfgov.org  
**Sent:** Tuesday, September 26, 2017 10:11 AM  
**To:** Wilson, Robbie (JUV); kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; kgeneral@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@opcmllocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; 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; Wilson, Robbie (JUV); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43740 - 17/18

RECEIPT for Union Notification for PSC 43740 - 17/18 more than \$100k

The JUVENILE PROBATION -- JUV has submitted a request for a Personal Services Contract (PSC) 43740 - 17/18 for \$600,000 for Initial Request services for the period 11/01/2017 – 11/01/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10076> 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 State & Community Corrections (BSCC) Title 15 Minimum Standards for Juvenile Facilities (Regulations Effective April 1, 2014) Article 6. Programs and Activities provides the following:
  - Section 1370: Education Program, paragraph (b) Required Elements states:  
The facility school program shall comply with the State Education Code and County Board of Education policies, all applicable federal education statutes and regulations and required elements which shall include (A) English/Language Arts; (B) Social Sciences; (C) Physical Education; (D) Science; (E) Health; and (F) Mathematics, etc.
  - Section 1371, paragraph (b) Recreation, Programs and Exercise states:  
Juvenile facilities shall provide the opportunity for recreation, programs and exercise a minimum of three hours a day during the week and five hours a day each Saturday, Sunday or other non-school days, of which one hour shall be an outdoor activity, weather permitting"; and all youth shall be provided with the opportunity for at least one hour of large muscle activity each day.
  
- The California Welfare and Institutions Code (WIC), Division 2 provides that the Juvenile Justice system must provide detained youth who fall within Section 601 with pre and post adjudication services and education services, which includes physical education. The WIC acknowledges the responsibility of juvenile probation departments to ensure that juveniles who are placed in a residential setting have an opportunity for rehabilitative intervention in a safe and protective setting.
  - WIC Section 601 refers to wards of the juvenile court; juveniles under the age of 18 who violate any city or county ordinance may be placed under the supervision of the juvenile court.

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: professional services for enterprise wireless deployment

Funding Source: operating funds

PSC Duration: 1 year 52 weeks

PSC Amount: \$1,000,000

**1. Description of Work**

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

Professional services to develop and implement an enterprise wireless access solution throughout the SFMTA, to include installation of wireless infrastructure in 22 facilities. The selected vendor will act as subject matter expert and augment staff in transitioning from older controller-appliance based 802.11n 2-radio-per-AP and 4-radio-per-AP technology to appliance-free cloud-managed 802.11ac dynamic radio technology. The vendor will be responsible for information technology components as well as physical implementation, to include light construction and equipment mounting.

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

This service is required to update the SFMTA's indoor and outdoor infrastructure for connectivity solutions through Wi-Fi for the Agency's maintenance facilities and passenger vehicles. Denial of the personal services contract would mean the Agency would be unable to improve its wireless infrastructure in order to adequately meet the needs of future technology projects and the increasing demands of its users.

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

This service has not been provided in the past on a project of this proposed scale.

D. Will the contract(s) be renewed?

No.

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

Not applicable.

**2. Reason(s) for the Request**

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

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

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



B. Explain the qualifying circumstances:

The one-time service for the proposed enterprise wireless solutions requires an expertise currently not within the Agency. In addition, the Agency does not possess necessary computerware to complete these services.

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

A. Specify required skills and/or expertise: The provider of this service must have employees experienced in indoor and outdoor enterprise-scale Wi-Fi projects with cloud-based system management. The provider will have to be certified by the hardware's manufacturer in order to architect the network.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor must provide computer hardware inventory necessary for the installation's operating infrastructure, including specialized equipment to measure Wi-Fi coverage. The contractor must provide lifts for personnel to access high-ceilings. The SFMTA does not possess this equipment.

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

None. These resources are not available within the City.

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

A. Explain why civil service classes are not applicable.

Civil services classes are not applicable due to the specialized expertise in the broad range of work required to ensure both compatibility and standardization of wireless connectivity equipment across the Agency and in its field operations

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Adopting a new civil service class for this work would not be feasible as, once the project is complete, these services will no longer be needed. In addition, the performance of this work requires certification in installation and configuration of the manufacturer's hardware and software, generation of WIFI heat maps using special WIFI auditing tools, and the use of lifts to access ceiling spaces in outdoor areas and warehouse-type facilities.

**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. In addition to "shadowing" the selected vendor's staff during implementation setup phase, SFMTA staff will be trained on how to support and maintain the technology. Formal training for staff in 1044 and 1042 classes is estimated to take up to 2 days/16 hours per employee. Staff will also shadow vendor employees through the duration of the contract. As vendor's staff run into issues and configure Agency systems, shadowing SFMTA personnel we will get a base understanding of how the systems are set up so they can better support them in the future.

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 09/22/2017, 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# 45247 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2017

# **Receipt of Union Notification(s)**

**Choi, Suzanne (HRD)**

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**From:** dhr-psccordinator@sfgov.org on behalf of rod.goree@sfmta.com  
**Sent:** Friday, September 22, 2017 1:20 PM  
**To:** Goree, Rod (MTA); kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Goree, Rod (MTA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45247 - 17/18

RECEIPT for Union Notification for PSC 45247 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 45247 - 17/18 for \$1,000,000 for Initial Request services for the period 12/01/2017 – 11/30/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/9930> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MAYOR -- MYR

Dept. Code: MYR

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

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

Type of Service: Fiscal Management Capacity Building

Funding Source: City General Fund

PSC Amount: \$250,000

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 qualified firm will provide fiscal technical workshops to Mayor's Office of Housing and Community Development funded nonprofit contractors, and provide technical assistance to Mayor's Office of Housing and Community Development funded nonprofit contractors via individual coaching sessions on issues/topics regarding nonprofit fiscal management.

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

With new services being provided through the Community Development division, it is imperative that the division provide capacity building services to its nonprofit contractors to ensure compliance with the City's fiscal management standards. Specific expertise on fiscal management is not held by current staff, and so denial of service for this project would mean that fiscal capacity building services are not available to Mayor's Office of Housing and Community Development funded nonprofit contractors.

**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 had not been provided in the past. As the City has more closely monitored its nonprofit contractors, it has come to our attention that they need technical and capacity building support.

**D. Will the contract(s) be renewed?**

Yes

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

not applicable

**2. Reason(s) for the Request**

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

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

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

B. Explain the qualifying circumstances:

We don't plan on building internal capacity for this work as it is not needed on a consistent or long-term basis as we expect nonprofit contractors build out their internal capacity. We also note that services provided will be on an intermittent basis depending on need from nonprofit contractors.

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

A. Specify required skills and/or expertise: A qualified consultant must have several years of experience providing fiscal capacity building services, including experience working with government staff and nonprofit organizations. This will include expertise in nonprofit fiscal management, including providing technical assistance and/or training in the preparation or review of financial management tools and reports.

B. Which, if any, civil service class(es) normally perform(s) this work? 2992, Contract Compliance Officer 1;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

This is a very specialized set of skills and expertise not currently available through Civil Service positions.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The contractor will help the department identify Mayor's Office of Housing and Community Development funded nonprofit contractors who are ready and needing of fiscal capacity building services, but over time, the demand for this level of technical assistance will fluctuate. As such, this skill set is not needed on a consistent or long-term basis as a Civil Service position.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. No, this is a very specialized set of skills and expertise not currently available through Civil Service positions.

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

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

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

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

7. **Union Notification:** On 09/19/2017, 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: Karen Henderson Phone: 701-5557 Email: karen.henderson@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41095 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2017

# **Receipt of Union Notification(s)**



**Henderson, Karen (MYR)**

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**From:** dhr-psccordinator@sfgov.org on behalf of karen.henderson@sfgov.org  
**Sent:** Tuesday, September 19, 2017 12:29 PM  
**To:** Henderson, Karen (MYR); kgeneral@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Henderson, Karen (MYR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41095 - 17/18

RECEIPT for Union Notification for PSC 41095 - 17/18 more than \$100k

The MAYOR -- MYR has submitted a request for a Personal Services Contract (PSC) 41095 - 17/18 for \$250,000 for Initial Request services for the period 10/01/2017 - 09/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10120> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT -- PRT

Dept. Code: PRT

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

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

Type of Service: Professional Services: Pier 27/29 Shoreside Power System

Funding Source: Port Operating Budget

PSC Duration: 4 years 1 day

PSC Amount: \$280,000

**1. Description of Work**

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

The Port of San Francisco maintains a shoreside power system at Pier 27/29. The shoreside power connection allows cruise ships that come into port to be connected to the City's high voltage electrical grid. Cochran Marine is the sole contractor in North America who has provided complete turnkey installations of this system. The requested Personal Services Contract will provide annual testing and re-commissioning of the shoreside power equipment at Pier 27/29.

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

In operating this system, special care must be taken so as not to upset the flow of electricity in the City grid and not to disturb the generation of electricity on board the docking cruise ship. A mistake in operations of this system could be disastrous to the cruise ship, its passengers, and to the customers in the City's electrical grid. The annual testing and re-commissioning of the equipment guarantees that the system is operating properly.

**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 the testing and re-commissioning of the system was provided as part of the original purchase price of the system and a stand-alone one year contract.

**D. Will the contract(s) be renewed?**

The contract may be renewed based on need.

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

**2. Reason(s) for the Request**

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

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

B. Explain the qualifying circumstances:

The services provided through this contract are highly specialized electrical engineering services on a proprietary system created by the contractor. The services are required by the International Electro-technical Commission in order to allow cruise ships to connect to the City's high voltage electrical grid. A sole source waiver has been granted for this project by the Office of Contract Administration and Contract Monitoring Division.

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

A. Specify required skills and/or expertise: The work associated with this project is highly specialized electrical engineering and computer programming related to a proprietary system owned by the contractor.

B. Which, if any, civil service class(es) normally perform(s) this work? 6250, Chief Electrical Inspector; 7287, Sprv Electronic Main Tech;

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. These services can only be provided by the contractor as the system is proprietary. A sole source waiver has been granted for this project by the Office of Contract Administration and Contract Monitoring Division.

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

A. Explain why civil service classes are not applicable.

The work is short term electrical testing and re-commissioning work on a proprietary system owned by the contractor. A sole source waiver has been obtained for this project from the Office of Contract Administration and Contract Monitoring Division.

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 work is short term and requires proprietary knowledge of the contractor's shoreside power system.

**6. Additional Information**

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

No.

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

No. The contractor will be providing highly specialized electrical engineering and computer programming related to a proprietary system owned by the contractor. City employees will not perform any services related to this work.

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

Yes.

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

7. **Union Notification:** On 09/08/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Electrical Workers, Local 6

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

Name: Lavena Holmes Phone: 415-274-0305 Email: lavena.holmes@sfport.com

Address: Pier 1, The Embarcadero San Francisco, CA 94111

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48886 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2017

# **Receipt of Union Notification(s)**

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lavena.holmes@sfport.com](mailto:lavena.holmes@sfport.com)  
**To:** [Holmes, Lavena \(PRT\); oashworth@ibew6.org; khughes@ibew6.org; Braqanza, Lorceli \(PRT\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Holmes, Lavena (PRT); oashworth@ibew6.org; khughes@ibew6.org; Braqanza, Lorceli (PRT); DHR-PSCCoordinator, DHR (HRD)@ibew6.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48886 - 17/18  
**Date:** Friday, September 08, 2017 1:36:31 PM

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[This sender failed our fraud detection checks and may not be who they appear to be. Learn about spoofing at <http://aka.ms/LearnAboutSpoofing>]

RECEIPT for Union Notification for PSC 48886 - 17/18 more than \$100k

The PORT -- PRT has submitted a request for a Personal Services Contract (PSC) 48886 - 17/18 for \$280,000 for Initial Request services for the period 10/01/2017 – 10/01/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10077> 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 Ordinance Awarding Cochran



EXHIBIT C  
SF ORDINANCE NO. 125-08

1 funded phase") through a contract with Cochran, Inc., and another that involves upgrading  
2 SFPUC-owned electrical power supply to the shoreside power system and could which will be  
3 executed by the SFPUC and its current, as-needed construction contractors, utilizing SFPUC  
4 funds (the "SFPUC-funded phase"). City staff have not yet concluded whether this  
5 approach will deliver an operational project by mid-2009.

6 ~~(m) Subject to the Port Director's determination that it is economically or technically~~  
7 infeasible to complete the SFPUC-funded phase of the Project utilizing a current City-certified  
8 contractor, the Board of Supervisors hereby authorizes the Executive Director of the Port to  
9 execute an agreement with Cochran, Inc. to install shoreside power equipment at Piers 27  
10 and 29 of the Port of San Francisco for an amount not to exceed \$3,200,000 the Port of San  
11 Francisco wishes to enter into an agreement with Cochran, Inc. for the purchase and  
12 installation of shoreside power equipment at Piers 27 and 29 of the Port of San Francisco, for  
13 an amount not to exceed \$1,700,000 dollars from the City and an additional amount of  
14 \$1,000,000 to be separately provided by Princess Cruise Lines the Port of San Francisco from  
15 the BAAQMD Carl Meyer Program grant, such agreement to be substantially in the form of the  
16 agreement on file with the Clerk of the Board of Supervisors in File No. 080566  
17 (the "Agreement") which is incorporated herein by reference.

18 (n) At the discretion of the Executive Director of the Port, the Agreement shall may  
19 waive either party's right to seek incidental, consequential, special, punitive, or exemplary  
20 damages from the other.

21 (o) The City's Planning Department has issued a Categorical Exemption dated March  
22 13, 2008, for this project in accordance with the California Environmental Quality Act  
23 (California Public Resources Code sections 21000 et seq.). Said determination is on file with  
24  
25

EXHIBIT C  
SF ORDINANCE NO. 125-08


1 the Clerk of the Board of Supervisors in File No. 2008.030E and is incorporated herein by  
2 reference.

3 Section 2. Subject to the Port Director's determination that it is economically or  
4 technically infeasible to complete the ~~SFPUC-funded phase of the Project~~ utilizing a current  
5 City-certified contractor, the Board of Supervisors hereby exempts the Agreement from the  
6 ~~contracting requirements of the Administrative Code and Environment Code, including~~

7 without limitation, Chapters 6, 12C, 12P, 12Q, and 14A, 14B, and 21 of the Administrative  
8 Code and Chapters, 2, 5, and 8 of the Environment Code except to the extent the Agreement  
9 obligates Cochran, Inc. as contractor, to satisfy such requirements, and hereby authorizes the  
10 Executive Director of the Port, or her designee, to execute the Agreement, on behalf of the  
11 City, substantially in form of the agreement on file with the Clerk of the Board, in File No.  
12 080566.

13 Section 3. The Board of Supervisors hereby authorizes the Executive Director or her  
14 designee to enter into any additions, amendments or other modifications to the Agreement  
15 that the Executive Director, in consultation with the City Attorney, determines are in the best  
16 interests of the City, do not increase the amount of the Agreement or otherwise do not  
17 materially increase the obligations or liabilities of the City and are necessary or advisable to  
18 complete the Project contemplated by the Agreement and effectuate the purpose and intent of  
19 this Ordinance.

20  
21 APPROVED AS TO FORM:  
22 DENNIS J. HERRERA, City Attorney

23 By:   
24 ROBERT A. BRYAN  
25 Deputy City Attorney

Supervisor Peskin  
BOARD OF SUPERVISORS

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7/1/2008  
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EXHIBIT C  
SF ORDINANCE NO. 125-08



City and County of San Francisco

City Hall  
1 Dr. Carlton D. Goodlett Place  
San Francisco, CA 94102-4689

Tails  
Ordinance

File Number: 080566

Date Passed:

Ordinance authorizing the Executive Director of the Port to execute an agreement with Cochran, Inc. to install shoreside power equipment at Piers 27 and 29 of the Port of San Francisco for an amount not to exceed \$1,700,000 from the City and an additional \$1,900,000 to be separately provided by Princess Cruise Lines from the Bay Area Air Management District Carl Moyer Program grant and exempting the agreement from the contracting requirements of the Administrative Code and Environment Code.

July 8, 2008 Board of Supervisors — PASSED ON FIRST READING

Ayes: 10 - Alioto-Pier, Chu, Daly, Duffy, Elsbernd, Maxwell, McGoldrick,  
Mirkarimi, Peskin, Sandoval  
Excused: 1 - Ammiano

July 16, 2008 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Alioto-Pier, Ammiano, Chu, Daly, Duffy, Elsbernd, Maxwell,  
McGoldrick, Mirkarimi, Peskin, Sandoval

EXHIBIT C  
SF ORDINANCE NO. 125-08

File No. 080566

I hereby certify that the foregoing Ordinance  
was FINALLY PASSED on July 16, 2008 by  
the Board of Supervisors of the City and  
County of San Francisco.



Angela Calvillo  
Clerk of the Board

7-21-08

Date Approved



Mayor Gavin Newsom

EXHIBIT C  
SF ORDINANCE NO. 125-08

Amendment of the Whole  
as amended in Committee 7/7/08

FILE NO. 080568

ORDINANCE NO. 125-08

1 [Approving an agreement with Cochran, Inc. to install shoreside power equipment at Pier 27  
2 and 29 of the Port of San Francisco and waiving certain contracting requirements of the  
3 Administrative Code and Environment Code.]

4 Ordinance authorizing the Executive Director of the Port to execute an agreement with  
5 Cochran, Inc. to install shoreside power equipment at Piers 27 and 29 of the Port of San  
6 Francisco for an amount not to exceed \$3,200,000 ~~\$1,700,000 from the City and an~~

7 ~~additional \$1,900,000 to be separately provided by Princess Cruise Lines from the Bay~~  
8 ~~Area Air Management District Carl Moyer Program grant and exempting the agreement~~  
9 ~~from the contracting requirements of the Administrative Code and Environment Code.~~

10 Note: Additions are single-underline italics Times New Roman;  
11 deletions are ~~strikethrough-italics Times New Roman~~.  
12 Board amendment additions are double underlined.  
13 Board amendment deletions are ~~strikethrough-normal~~.

13 Be it ordained by the People of the City and County of San Francisco:  
14 Section 1. Findings.

15 (a) On September 27, 2005, the Port of San Francisco's Cruise Terminal  
16 Environmental Advisory Committee recommended the adoption of shoreside power for cruise  
17 ships at any future cruise terminal development at the Port.

18 (b) On September 27, 2005, the San Francisco Port Commission endorsed the Cruise  
19 Terminal Environmental Advisory Committee recommendation regarding shoreside power for  
20 cruise ships.

21 (c) On December 22, 2006, the Port and Princess Cruise Lines, as co-applicants,  
22 submitted an application to the Bay Area Air Quality Management District ("BAAQMD") for  
23 Carl Moyer Program funding for shoreside power at the Port.

24 (d) On April 4, 2007, the BAAQMD approved a Carl Moyer Program grant of \$1.9  
25 million to the Port of San Francisco and Princess Cruise Lines, jointly as grantee, to fund a

Supervisors Peskin, Duffy, Alioto-Pier  
BOARD OF SUPERVISORS

Page 1  
7/8/2008

EXHIBIT C  
SF ORDINANCE NO. 125-08

1 shoreside power project ("Project") and in December 2007, this Board by Resolution No. 671-  
2 07 approved the acceptance and expenditure of those grant funds. The Carl Moyer grant  
3 specifies that the Project must be completed by June 2009; otherwise, the grant funds must  
4 be repaid to BAAQMD.

5 (e) In December 2007, the California Air Resources Board ("CARB") voted to approve a  
6 ~~proposed regulation which, when effective, will require five ports in California, including the~~  
7 Port of San Francisco, to phase in shoreside power for certain vessels including cruise ships  
8 beginning in the year 2014.

9 (f) Carl Moyer Program grant funds cannot be used to fund projects that are required  
10 by law. Since CARB adopted a regulation requiring shoreside power to be phased in  
11 beginning 2014, the Port must install its grant-funded Project by mid-2009, thereby providing  
12 for an operational shoreside power facility at least four years in advance of state  
13 requirements, in order to achieve Carl Moyer Program emission reduction requirements.

14 (g) The Project will reduce the emission of air pollutants by each typical cruise ship that  
15 connects, by approximately:

16 140 lbs diesel particulate matter ("PM"),

17 0.87 tons nitrogen oxides ("NOx"), and

18 1.3 tons sulfur oxides ("SOx");

19 thereby improving San Francisco's air quality and enhancing the public health and welfare of  
20 all San Franciscans and creating other significant public benefits.

21 Additionally, each ship that connects will reduce the consumption of fossil fuels by  
22 approximately 16 tons, resulting in a reduction of carbon dioxide emissions of approximately  
23 19.7 tons, thereby reducing the amount of the City's greenhouse gas emissions.

EXHIBIT C  
SF ORDINANCE NO. 125-08

1 (h) Princess Cruise Lines, as the only cruise ship company that has designed and  
2 constructed shoreside power facilities for cruise ships, has unique experience in the  
3 development of shoreside power equipment and is uniquely qualified as a Carl Moyer  
4 Program grantee to participate in this Project. Princess Cruise Lines utilizes Cochran, Inc., a  
5 Seattle-based electrical engineering contractor, to design and install shoreside power  
6 installations.

7 (i) All other major cruise lines, through the International Council of Cruise Lines  
8 ("ICCL"), in order to maximize compatibility among the various ships and cruise companies,  
9 have agreed to adopt the Princess design for shoreside power as the industry standard.

10 (j) Any delay in installing the shoreside power equipment increases the risk of losing  
11 the Carl Moyer Program grant funds.

12 (k) The Port proposes to enter into an agreement with Princess Cruise Lines, under  
13 which ~~Princess Cruise Lines~~ the Port shall seek reimbursement of funds not to exceed \$1.9  
14 million from BAAQMD through the Carl Moyer Program for Project costs and Princess Cruise  
15 Lines will assist the Port by working with Cochran to test and certify that the shoreside power  
16 equipment functions properly with Princess' cruise vessels. The estimated cost of the project,  
17 including contingencies is \$3.6 million, thereby exceeding the Carl Moyer Program grant  
18 amount by \$1.7 million. The Port proposes to enter into a Memorandum of Understanding  
19 ("MOU") with the San Francisco Public Utilities Commission ("SFPUC") for SFPUC funding of  
20 the remainder of Project costs of \$1.7 million.

21 (l) The Port and SFPUC staff are ~~examining methods of pursuing engineering and~~  
22 ~~dividing construction of~~ the shoreside power project into two distinct phases: one that involves  
23 the specialized shoreside power equipment that ~~could~~ will be executed by ~~Princess Cruise~~  
24 ~~Lines~~ the Port of San Francisco with BAAQMD funds and SFPUC funds ~~(the "BAAQMD-~~  
25

Cochran Contract



**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  
Cochran Marine, LLC**

This Agreement is made this first day of September, 2015 in the City and County of San Francisco, State of California, by and between Cochran Marine, LLC, whose principal place of business is located at 12500 Aurora Avenue North, Seattle, WA 98133, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Port of San Francisco ("Department") wishes to retain Contractor to provide Annual Testing and Re-commissioning Services for the Pier 27 Shore Power System; and,

WHEREAS, Contractor represents and warrants that it designed the Pier 27 Shore Power System and is qualified to perform the services required by City as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

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

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

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from September 1, 2015 to October 31, 2016.

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.
4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Services to be provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein.
5. **Compensation.** Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Chief Harbor Engineer, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed \$95,000 (Ninety Five Thousand Dollars). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Port of San Francisco as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.
6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."
8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently

discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**9. Reserved (Disallowance).**

**10. Taxes.**

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

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

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

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

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

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

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

**12. Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor, either directly or by Contractor's subcontractors. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be

supervised by Contractor. Contractor shall commit adequate resources to complete its services within the project schedule specified in this Agreement.

**13. Responsibility for Equipment.** City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees.

**14. Independent Contractor; Payment of Taxes and Other Expenses.**

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, 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.

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

credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, 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 attorney's fees, arising from this section. Contractor shall not be liable for regulatory permits, third party inspections, service provider charges, including utility charges for power connection or consumption, which the City will provide.

## **15. Insurance.**

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

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and if Contractor performs work using any watercraft, vessel, or marine barge on the San Francisco Bay, Contractor's insurance shall include coverage for U.S. Longshore and Harbor Worker's Act benefits and Jones Act benefits; and

2) 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

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

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

1) Name as Additional Insured the City and County of San Francisco, the Port of San Francisco, and their Officers, Agents, and Employees. To satisfy this requirement, Contractor shall provide an endorsement in the form of ISO 2010 (11 85) or its equivalent.

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

c. 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 the Section entitled "Notices to the Parties."

d. 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.

e. 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.

f. 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.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. 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.

**16. Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the sole negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

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

**18. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR

ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**19. Reserved (Liquidated Damages).**

**20. Default; Remedies.**

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

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

8. Submitting False Claims; Monetary Penalties.

37. Drug-free workplace policy

15. Insurance

55. Supervision of minors

24. Proprietary or confidential information of City Assignment

57. Protection of private information

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

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

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

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

expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

## **21. Termination for Convenience.**

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

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

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

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

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



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

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

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

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

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

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

## **22. Rights and Duties upon Termination or Expiration.**

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

- |   |   |
|---|---|
| 8. Submitting false claims                                      | 24. Proprietary or confidential information of City     |
| 9. Disallowance   | 26. Ownership of Results                                |
| 10. Taxes   | 27. Works for Hire                                      |
| 11. Payment does not imply acceptance of work                   | 28. Audit and Inspection of Records                     |
| 13. Responsibility for equipment                                | 48. Modification of Agreement.                          |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance   | 50. Agreement Made in California;                       |
| 16. Indemnification   | 51. Construction  |

- 17. Incidental and Consequential Damages
- 18. Liability of City

- 52. Entire Agreement
- 56. Severability
- 57. Protection of private information

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

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

**24. Proprietary or Confidential Information of City.**

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

b. The City understands and agrees that it may have access to certain information prepared, owned and/or controlled by Contractor that consist of trade secrets or other proprietary technical information (collectively "Trade Secrets") the disclosure of which may be damaging to Contractor or its respective owner. The City agrees that all such Trade Secrets disclosed by Contractor to the City and clearly marked by Contractor as a Trade Secret and "Not to be released without contacting: Mike Watts, Cochran Marine, LLC" shall be held in confidence, subject to all federal freedom of information laws, California public records laws, and San Francisco Administrative Code Section 67.24(e), and except as required to perform and fulfill the requirements of this Agreement. Contractor has an affirmative obligation to designate and mark all information it considers as protected proprietary information or Trade Secrets belonging to Contractor or its agents.

c. In the event that any third party seeks information from the City that Contractor has clearly marked as a Trade Secret and "Not to be released without contacting: Mike Watts, Cochran Marine, LLC," City shall promptly notify Contractor of such request. Contractor may then seek a protective order or other judicial relief to quash such request. The City shall provide reasonable and necessary cooperation, with Contractor's obtaining a protective order or other judicial relief with respect to such information request. The City's cooperation shall be limited

to non-legal support such as providing a copy of the request for information, if any, and descriptions of what information the City believes would be responsive to the information request.

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

To City: Kim von Blohn,  
Port of San Francisco, Department of Engineering,  
Pier 1,  
San Francisco, CA 94111  
email address: kim.vonblohn@sfport.com

To Contractor:  
Michael Watts, Cochran  
Marine, LLC,  
12500 Aurora Avenue  
North, Seattle, WA 98133  
email address: mwatts@cochranmarine.com

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

**26. Omitted by Agreement of the Parties (Ownership of Results)**

**27. Omitted by Agreement of the Parties (Works Made for Hire).**

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

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

a. Should Contractor use any subcontractor(s) to provide services for this Agreement, Contractor and its subcontractors must comply with the following:

1) On July 1, 2014, the registration program under section 1725.5 of the California Labor Code went into effect. All subcontractors who propose or work under this Agreement must register and pay an annual fee to the California Department of Industrial Relations (DIR).

2) Effective March 1, 2015, Contractor shall not seek proposals from nor utilize any subcontractor that is not registered with the DIR. The City shall not accept a proposal that includes subcontractors without proof that all subcontractors are registered to perform public works pursuant to California Labor Code section 1725.5.

3) Effective April 1, 2015, Contractor agrees to ensure that any subcontractor it intends to utilize for work under this Agreement shall be first registered with the DIR. No subcontractor may perform services under this Agreement unless registered with the DIR.

4) Contractor shall not employ any subcontractor for services under this Agreement unless the subcontractor maintains a current registration with the DIR.

**30. Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

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

**32. Consideration of Criminal History in Hiring and Employment Decisions.**

a. 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 [www.sfgov.org/olse/fco](http://www.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.

b. 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, shall apply only when the physical location of the

employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and 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.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**33. Omitted by Agreement of the Parties (Local Business Enterprise Utilization; Liquidated Damages).**

**34. Nondiscrimination; Penalties.**

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working

with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

c. **Omitted by Agreement of the Parties (Nondiscrimination in Benefits)**

d. **Omitted by Agreement of the Parties (Condition to Contract).**

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

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

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

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

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

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

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

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

42. **Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or

actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

#### **43. Requiring Minimum Compensation for Covered Employees.**

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

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

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

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

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor provided that the City gives notice in advance of such audits and the audits are accomplished through an examination of pertinent records at a mutually agreed time and location within 10 days of the written notice.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of



the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

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

#### **44. Requiring Health Benefits for Covered Employees.**

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

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

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

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies

set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

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

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

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

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

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

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

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

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

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

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

#### **45. First Source Hiring Program.**

**a. Incorporation of Administrative Code Provisions by Reference.**

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

**b. First Source Hiring Agreement.**

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

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

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

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification

requirements will take into consideration any need to protect the employer's proprietary information.

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

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

6) Set the term of the requirements.

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

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

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

c. **Hiring Decisions.**

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

d. **Exceptions.**

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

e. **Liquidated Damages.**

Contractor agrees:

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

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

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the

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

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

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

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

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

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

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

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**f. Subcontracts.**

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

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

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

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement Contractor shall cooperate with Department to submit to the Director of 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).

**49. Administrative Remedy for Agreement Interpretation.**

a. **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 by negotiation. 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. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

b. **Government Code Claims.** 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 Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

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

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

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

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

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

**55. Omitted by Agreement of the Parties (Supervision of Minors).**

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

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

**58. Labor Standards – Prevailing Wages.** Contractor agrees to comply with all of the provisions set forth in Appendix C regarding labor standards and payment of prevailing wages.

**59. Food Service Waste Reduction Requirements.** Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and

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

**60. Omitted by Agreement of the Parties (Slavery Era Disclosure).**

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



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

CITY

CONTRACTOR

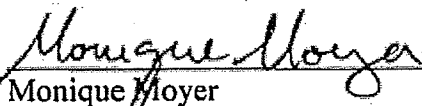
Recommended by:

Cochran Marine, LLC.



Eunejune Kim  
Chief Harbor Engineer  
Port of San Francisco

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

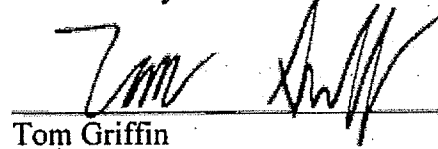


Monique Moyer  
Executive Director  
Port of San Francisco

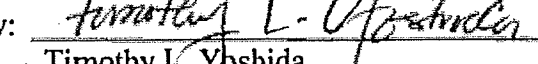
I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the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

Approved as to Form:

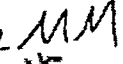
Dennis J. Herrera  
City Attorney



Tom Griffin  
CFO

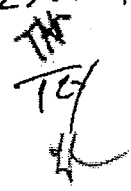
By:   
Timothy L. Ybshida  
Deputy City Attorney

Approved:

City vendor number: 97471 81632 



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



Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Labor Standards – Prevailing Wages
- D: Approved Subcontractors

**Appendix A**  
**Services to be provided by Contractor**

**1. Description of Services**

Cochran Marine, LLC ("Contractor") agrees to provide the following services to the City and County of San Francisco ("City"), acting by and through the Port of San Francisco ("Port"):

Annual Testing and Re-Commissioning for the Pier 27 Shore Power System. Contractor shall perform all services necessary for annual testing and re-commissioning services including, but not limited to, the following:

- Annual inspection and cleaning of the Shore Power System equipment
- Review of annual relay coordination study
- Comprehensive annual system testing, including required third-party testing
- Testing of medium voltage cabling system
- Provision of a complete system testing report to the Port
- Performance of annual system commissioning with coordination by the Port
- Complete system controls and breaker operations test with MV test mobile
- System verification in accordance with International Electrotechnical Commission (IEC)

In addition, Contractor agrees to perform as needed additional off-season maintenance, and / or upgrades and repairs for the Pier 27 Shore Power System as recommended by Contractor and/or requested by Port, and subject to Port's approval.

**2. Reports**

Contractor shall submit written reports as requested by the Port within 14 days after service or maintenance visits. Format for the content of such reports shall be determined by the Port. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

**3. Department Liaison**

In performing the services provided for in this Agreement, Contractor's liaison with the Port of San Francisco will be Kim von Blohn.

**4. Qualifications**

- 1 No cost has been included for regulatory permits or third-party inspections or service provider charges.
- 2 This Agreement assumes that permanent power will be made available, at no additional cost, for annual testing and commissioning. This Agreement does not include any charges by the local utility for power connection or consumption.
- 3 Performance of all testing and commissioning work is based on a forty (40) hour work week, Monday through Friday. Equipment maintenance and repair services will be available, if requested, on a 24-hour, 7-day per week schedule, and may be at additional cost to be negotiated and subject to mutual agreement of City and Contractor.
- 4 Idle time incurred by Cochran Marine or its service subcontractor(s) during work on site and attributable to the Port, such as absence of required escorts; inability to enter restricted workspaces (for Contractor's scheduled visits); interfering Port operations without prior notice; and security lockdowns shall be reimbursable at actual cost.
- 5 Contractor will schedule, specify and supervise the performance of annual testing in order to ensure that all equipment installed or connected, is operational within the specified tolerances and in accordance with the Shore Power System specifications.
- 6 Following the completion of annual testing, Contractor will report and provide complete written results to the Port within 14 days. In conjunction with these test reports Contractor may make recommendations to the Port for system equipment, service, modifications, upgrades, or replacements. Critical work essential for system safety and performance will be so noted. At the Port's request, Contractor will provide price quotations to perform such work on an additional cost basis.

7 Exclusions

- a. Third Party requirements
- b. New ship coordination and programming
- c. Security and safety orientation
- d. Participation in activities unrelated to Shore Power operations
- e. Issues outside of Contractor's control
- f. Utility company fees of any nature

8 Clarifications

- a. Retention shall not be held for work satisfactorily performed
- b. Upon prior scheduling and notice to the Port, Contractor shall have unlimited access to Shore Power related facilities including parking, subject to supervision by Port personnel for access to restricted, federally-regulated or secure areas of Port property
- c. No warranty is in effect on any existing substation or ground switch equipment currently installed.

**Appendix B  
Calculation of Charges**

**A. Provide Annual Testing and Re-Commissioning:**

Annual Testing & Re-Commissioning	\$55,495

**B. Perform as needed additional off-season maintenance, and / or upgrades and repairs on a time and materials basis as follows:**

1. Subject to the maximum compensation stated in Section 5 of this Agreement, the cost of labor employed in the work and charged to the City shall include wages on a straight time or overtime basis, payroll taxes, employee benefits, insurances, local transportation, normal tools and equipment, and overhead and fee. Personnel employed in the work will be invoiced and paid at the rates shown below for the term of the work in which employed.

In House Engineer	\$224.72 per hour
Division Manager	\$205.62 per hour
Project Manager	\$184.00 per hour
Project Assistant	\$ 79.78 per hour
Electrician – Straight Time (USL&H)	\$154.36 per hour
Electrician – Time-and-a-Half (USL&H)	\$194.19 per hour
Electrician – Double Time (USL&H)	\$238.61 per hour

2. Cost of materials required for the work: Such cost shall include delivery of all materials to the Pier 27 site and all required taxes and shall be reimbursed at Contractor's actual cost plus a maximum of 15% total markup, whether by Contractor and/or subcontractor/s.
3. Cost of subcontracts and/or outside services required for the work: Such cost shall be reimbursed at actual cost plus a maximum of 10% markup.
4. For travel-related expenses from outside California required for the work: Such costs shall be reimbursed at actual cost without Contractor mark-up. Meals purchased during travel to and from California shall not be reimbursable.

## Appendix C

### Labor Standards – Prevailing Wages

1. **Prevailing Wages.** Contractor understands and agrees that all provisions of Section 1770, et seq., of the California Labor Code are hereby incorporated into this Agreement with respect to any services for any public work or improvement as defined by the California Prevailing Wage Law (California Labor Code Sections 1720 – 1861).
2. Services to be performed by Contractor under this Agreement may involve the performance of services or trade work covered by the provisions of Sections 6.22(e) and 6.22(f) of the San Francisco Administrative Code. All provisions of Sections 6.22(e) and 6.22(f) of the San Francisco Administrative Code are incorporated herein, including, but not limited to, the following:
  - a. Contractor shall pay to all persons performing services not less than the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employment, including such wages for holiday and overtime work.
  - b. Contractor shall insert in every subcontract or other arrangement, for the performance of any services for this Agreement, a provision that said subcontractor shall pay to all persons performing labor or rendering service under said subcontract or other arrangement the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.
  - c. Contractor shall keep or cause to be kept complete and accurate payroll records for all persons performing services for this Agreement. Such records shall include the name, address and social security number of each worker who provided services, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of the services for this Agreement shall keep a like record of each person engaged in the execution of the subcontract. These records shall at all times be available for inspection and examination by the City and its authorized representatives and the California Department of Industrial Relations.
  - d. Should Contractor or any subcontractor which performs any of the services herein required, fail or neglect to pay to the persons who shall perform labor under this Agreement, subcontract or other arrangement for the services, the highest general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Labor Code Section 1775 but not less than \$50 per worker per day. The City, when certifying any payment which may become due under the terms of the Agreement, shall deduct from the amount that would otherwise be due for such payment the amount of said forfeiture or forfeitures as so certified.
  - e. No person performing labor or rendering service in the performance of the Agreement or a subcontract for the services herein required shall perform labor for a longer period than five days (Monday-Friday) per calendar week of eight hours each (with two 10-minute breaks per eight-hour day), except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the

above shall be compensated in accordance with the prevailing overtime standard and rates. Contractor or any subcontractor who violates this provision shall forfeit back wages due plus the penalties set forth in Labor Code Section 1775 but not less than \$50 per worker per day.

**3. Highest Prevailing Wage Rates.** The most current highest prevailing wage rate determinations made at the time of the Effective Date of this Agreement are hereby incorporated as part of the Agreement. No adjustments in the compensation due for services performed will be allowed for increases or decreases in prevailing wage rates that may occur during the Contract Time.

a. Copies of the prevailing wage rates are available from the contracting department, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>.

b. Payments to a craft or classification not shown on the prevailing rate determinations shall comply with the rate of the craft or classification most closely related to it. Contact the California Division of Labor Statistics and Research, Prevailing Wage Unit at telephone (415) 703-4774 for job classifications not listed in the General Prevailing Wage Determinations of the Director of Industrial Relations.

c. All Services performed are subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations and the San Francisco Office of Labor Standards Enforcement.

**4. Jobsite Notices.** Contractor shall post job site notices prescribed by the California Department of Industrial Relations at all job sites where services are to be performed.

**5. Certification of Payroll Records.** Contractor shall comply with the requirements of Section 1776 of the California Labor Code, or as amended from time to time, regarding the preparation, keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its subcontractors of all tiers.

a. No monthly payments for Services completed will be processed until Contractor has submitted weekly certified payrolls to the City for the applicable time period. Certified payrolls shall be prepared pursuant to Section 1770 et seq. of the California Labor Code for the period involved for all employees and owner-operators, including those of all subcontractors for all services performed.

b. For contracts awarded on or after April 1, 2015, no monthly payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period.

c. **Electronic Submittal of Records:** Effective January 1, 2016, no monthly payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period, regardless of the date of award of the contract.

(1) Contractor shall submit certified payrolls to the City electronically via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. The Contractor and each subcontractor will be assigned a log-on identification and password to access the PRS.

(2) Contractor and its subcontractors shall submit certified payrolls to the California Department of Industrial Relations in the manner specified by the DIR.

(3) Use of the PRS may require Contractor and subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software.

(4) The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all subcontractors and/or their designated representatives must attend the PRS training session.

(5) Contractor shall comply with the requirements of subparagraphs 5.c.(1), c.(2) and c.(3), above, at no additional cost to the City

(6) The City will not be liable for interest, charges or costs arising out of or relating to any delay in making progress payments due to Contractor's failure to make a timely and accurate submittal of certified payrolls.

(7) Contractor shall be solely responsible for compliance with California Labor Code Section 1776. The City shall not be liable for Contractor's failure to make timely or accurate submittals of certified payrolls.

d. **Contractor Prompt Payment.** Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.22(q) of the Administrative Code, Contractor shall pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.22(q), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.22(q).

**6. Availability of Records for Audit and Inspection:** Contractor shall certify the payroll records under penalty of perjury and submit the records electronically to the City and, where required, to the California Department of Industrial Relations. In addition, Contractor shall make the payroll records available for inspection at all reasonable hours at the job site office of Contractor, or, if it has no job site office, at its office closest to the job site, on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative upon request.

b. A certified copy of all payroll records shall be made available for inspection or furnished to a representative of the City upon request.

c. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division



of Labor Standard Enforcement. The public shall not be provided access to such records at the job site office of Contractor.

d. Contractor shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of a written request.

e. In providing copies of payroll records to any requestor, the City shall redact or obliterate such information as may be required under California Labor Code Section 1776(e), as that section may be amended from time to time.

f. Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change of location and address.

7. In the event that Contractor receives a written notification of noncompliance with Labor Code Section 1776, Contractor shall have 10 days from receipt of such written notice to comply. Should noncompliance still be evident after such 10-day period, Contractor shall forfeit the penalties set forth in Labor Code Section 1776. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from payments otherwise due under this Agreement.

8. **Apprentices:** Contractor and its subcontractors of every tier shall, as a material term of the Agreement, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, division 3, chapter 4, commencing at Section 3070, and Section 1777.5) and San Francisco Administrative Code, section 6.22(n). Contractor shall be solely responsible for securing compliance with Section 1777.5 for all apprenticeable occupations.

a. Contractor shall comply with all requests by the City to provide proof that Contractor and all of its subcontractors at every tier are in compliance with the State Apprenticeship Program.

b. Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

c. Section 1777.5 does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

d. Should Contractor fail to comply with the apprenticeship requirements of section 1777.5, Contractor shall be subject to the penalties prescribed in section 1777.7 of the California Labor Code. The interpretation and enforcement of section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

e. Contractor, if not signatory to a recognized apprenticeship training program under chapter 4 of the California Labor Code, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the

appropriate apprenticeship fund(s). Contractor shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City. The City reserves the right to demand such evidence upon request.

**9. Labor Standards Enforcement:** All services performed are subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations ("DIR") and the San Francisco Office of Labor Standards Enforcement.

a. In accordance with Administrative Code section 6.22(e)(7) and section 6.24 and the applicable sections of the California Labor Code, Contractor further acknowledges and agrees as follows:

1) Contractor will cooperate fully with the DIR and the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements and other labor standards imposed on public works contractors by the San Francisco Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

2) Contractor agrees that the DIR and the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the contractor, employee time sheets, inspection logs, payroll records and employee paychecks.

3) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site.

4) Contractor shall post job site notices prescribed by the California Department of Industrial Relations at all job sites where Work is to be performed..

5) The DIR and the Labor Standards Enforcement Officer may audit such records of Contractor as is deemed reasonably necessary to determine compliance with the prevailing wage and other labor standards imposed by the San Francisco Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

**10. Ineligible Contractors or Subcontractors:** Under California Public Contract Code section 6109, Contractor or subcontractors who are ineligible to bid or work on, or be awarded, a public works project under California Labor Code sections 1777.1 or 1777.7 are prohibited from performing services under this Agreement.

a. Any contract to perform any of the services for in this Agreement entered into between Contractor and a debarred subcontractor is void as a matter of law.

b. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works project. Contractor shall return to the City any public money that may have been paid to a debarred subcontractor by Contractor.

c. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor that has been allowed to perform Services under this Agreement.

**Appendix D**  
**Subcontractor**

Except for the firms listed below, the contractor is prohibited from subcontracting any part of this agreement without obtaining approval by the Port in writing.

FIRM	ADDRESS	CITY, STATE, ZIP
CSI ELECTRICAL	10623 FULTON WELLS	SANTA FE SPRINGS, CA 90670

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: 800MHz Radio System Design and Installation Agreement

Funding Source: SFPUC Water Project Funds (CUW726)

PSC Duration: 9 years 13 weeks

PSC Amount: \$10,906,297

**1. Description of Work**

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

The San Francisco Public Utilities Commission ("SFPUC") currently uses two radio systems. The first system, operated by the Department of Emergency Management ("DEM"), is a Motorola 700/800 MHz standard public safety radio system. It is used by the City and County of San Francisco ("CCSF"), SFPUC's Wastewater Enterprise, Power Enterprise, Customer Service Bureau, as well as the City Distribution Division's Auxiliary Water Supply System personnel and Gatemen. The second system is a low frequency radio system and is used by SFPUC's Water Enterprise. This system spans seven counties but offers incomplete system hardware, incomplete coverage, and lacks many features needed in today's utility business such as built-in portability. This system is at its end-of-life and must be replaced.

After conducting an extensive Request for Proposals ("RFP") process, SFPUC has selected Motorola Solutions to replace its antiquated low frequency radio system.

Motorola Solutions' proposal consists of three major elements:

(A) Complete system design and installation services in the amount of \$5,160,225;

(B) System network equipment including radio infrastructure, dispatch consoles, 540 handheld radios and 52 mobile radios for the life of the contract in the amount of \$3,960,906; and

(C) Eight years of comprehensive system maintenance and repair with all system upgrades in the amount of \$1,785,166.

SEIU 1021 COMMENTS: CCSF Technicians will be responsible for primary system monitoring, trouble shooting and fault-isolation using Motorola System Diagnostic Software and all dispatch of tier 1 CCSF technician on-site repairs and maintenance.

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

SFPUC's Power, Water and Waste Water Enterprises utilize radios for day-to-day operations such as power shutdowns and clearances, water valve operations, and disinfection processes. However, the majority of the Water Enterprise is currently using an end-of-life, legacy low-band radio system that has inadequate coverage, is difficult to use and lacks critical features. Because of these shortcomings, Water Enterprise cannot depend on the current radio system for daily operations and disaster communications. If the SFPUC is not permitted to move forward with this agreement, Water Enterprise will be required to continue using an

antiquated and deficient system not only for its daily operations, but also during an emergency, natural disaster or even a job site accident, where this system will likely be the only life safety communications available. Further, because the selected system will be designed as an extension to the DEM Motorola system, it not only provide the added benefit of full interoperability across the SFPUC, CCSF and mutual aid partners, but also a unique opportunity to purchase a high-functioning standard radio system at less than 50% of original estimates.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
These services have not been previously provided.

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 contract is for a duration of approximately 9 years and 3 months for an amount not to exceed \$10,906,297.03. The contract consists of equipment (\$3,960,905.75), professional services (\$5,160,225.27) and annual system maintenance coupled with hardware replacement every two years (\$1,785,166.00). Between December 1, 2017 and February 28, 2019 (approximately 18 months), the contractor will perform system design and installation services. Thereafter, once the system has been fully installed, the contractor will provide annual maintenance and support through the contract end date of February 28, 2027. The annual maintenance and support includes all software upgrades, as well as the upgrade of all hardware components every two years. This will ensure the system consists of up-to-date technology through the entire term of the contract.

## 2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Contractor will design, build and install a complete radio system over the course of approximately 18 months. Thereafter, contractor will provide annual maintenance and support. These services require specific expertise and knowledge related to proprietary hardware and software that only the contractor has access to.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Knowledge of Project 25 Phase 2 radio equipment and Motorola proprietary equipment including: GTR8000, APX Series Radios, various system and software databases (Unified Network Configurator, Provisioning Manager, Unified Event Manager), MCC7500 Console hardware and software, HP LAN/WAN routers and switches configured by Motorola for the radio system, proprietary software applications - WAVE, GPS, Recorder solution.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 7362, Communications Systems Tech; 7368, Senior Comm Systems Technican;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor must design and install a fully turn-key, purchased system. Contractor will use SFPUC owned

or leased facilities but will be required to modify those facilities to the extent necessary to make them compatible with the newly designed system. Upon project completion, all system network equipment and radio infrastructure that will be used to develop a facility or site will be owned by the SFPUC and become the property of the SFPUC. In addition, CCSF Technicians will be responsible for primary system monitoring, trouble shooting and fault-isolation using Motorola System Diagnostic Software and all dispatch of tier 1 CCSF technician on-site repairs and maintenance.

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

These services cannot be provided by City resources because of the proprietary nature of the system/equipment. However, City staff will be trained on the system by the contractor under this contract. It is expected that CCSF Technicians will be responsible for primary system monitoring, trouble shooting and fault-isolation using Motorola System Diagnostic Software and all dispatch of tier 1 CCSF technician on-site repairs and maintenance.

**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 shall perform exclusive first level of support on the system, but may require assistance or professional services support from the Contractor. This is due to the proprietary nature of the equipment and system. In addition, CCSF Technicians will be responsible for primary system monitoring, trouble shooting and fault-isolation using Motorola System Diagnostic Software and all dispatch of tier 1 CCSF technician on-site repairs and maintenance.

**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, applicable Civil Service classes already exist. Civil Service classes shall perform exclusive first level of support on the system, but may require assistance or professional services support from the Contractor. This is due to the proprietary nature of the equipment and system.**

**6. Additional Information**

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

No.

**B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. Yes. Successful implementation and use of the new radio system requires effective training. To that end, the Contractor has developed a training plan for the SFPUC to ensure a comprehensive understanding of its system and all user equipment. The Contractor's training solutions will deliver a combination of online, field-based and instructor-led training using operational equipment. Motorola will employ knowledgeable and experienced instructors to deliver well-designed courseware and integrated lab activities. Training is based upon several key criteria: - Course design is driven by an analysis of student needs. It focuses on specific application rather than theory. - Learning objectives are based upon what students need to accomplish on the job. - Hands-on lab opportunities using SFPUC specific job aids are incorporated to maximize learning and retention. The full training plan is attached.**

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

No.

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

No.

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

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

7. **Union Notification:** On 09/01/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021

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

Name: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sflower.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48731 - 17/18

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 11/20/2017

Civil Service Commission Action:

# **Receipt of Union Notification(s)**



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [tmoayed@sfgwater.org](mailto:tmoayed@sfgwater.org)  
**To:** [Moayed, Taraneh; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org](mailto:Moayed_Taraneh;kpage@ifpte21.org;eerbach@ifpte21.org;pkim@ifpte21.org;L21PSCReview@ifpte21.org);  
[Moayed, Taraneh; dhr-psccordinator@sfgov.org](mailto:Moayed_Taraneh;dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48731 - 17/18  
**Date:** Friday, September 01, 2017 4:58:51 PM

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RECEIPT for Union Notification for PSC 48731 - 17/18 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 48731 - 17/18 for \$10,906,297 for Initial Request services for the period 12/01/2017 – 02/28/2027. 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/10044> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

you intended to contact, the PSC Coordinator must change the state back to NOT

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

**Choi, Suzanne (HRD)**

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**From:** Moayed, Taraneh <TMoayed@sflower.org>  
**Sent:** Friday, October 13, 2017 9:05 AM  
**To:** david.canham@seiu1021.org; XiuMin.Li@seiu1021.org; Emma.Gerould@seiu1021.org  
**Cc:** Moayed, Taraneh (PUC)  
**Subject:** Urgent Request to Waive 60 day Notice Requirement for PSC 48731-17/18  
**Attachments:** PSC # 48731 - 17\_18.pdf; Receipt of Notice for new PCS over \$100K PSC # 48731 - 17\_18.pdf; CS-1074 P-600 Agreement.pdf; CS-1074 Appendix F- Scope of Work.pdf; CS-1074 Training Plan.pdf

**Importance:** High

Hello-

SFPUC respectfully requests waiving the 60 day Notice Requirement for PSC 48731-17/18, the details of which are attached to this email for your review. We first submitted this PSC request on 9/1/17, unaware that it did not also go to SEIU as was required because the services, if not proprietary and highly specialized in nature, could be performed by the following classes 7362, Communications Systems Tech and 7368, Senior Comm. Systems Technician.

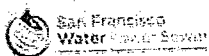
**Waiver Justification:**

The parties to this agreement were not able to negotiate the main terms of this contract, including our pricing structure, until September 2017. Once negotiations were nearly complete, we submitted our PSC submission on 9/1/17. Our intent was to appear before the Civil Service Commission on the first Commission meeting of November 2017 so that we could execute our contract and issue a Notice to Proceed by 12/1/17. Our need to execute by 12/1/17 stems from our commitment to the vendor to do so in exchange for system discounts that exceed \$350,000. Unfortunately, we did not realize until October 12, 2017 that our submission did not automatically route to all Unions that represent the classifications we entered into the PSC system. If we now wait another 60-days for SEIU to complete its review, we will lose the significant system discounts we secured and face significant delays in commencing our project. It is on this basis that we request waiving the 60 day Notice Requirement for PSC 48731-17/18.

Thank you in advance for your review and response.

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@sflower.org](mailto:tmoayed@sflower.org)



# **Additional Attachment(s)**

SEIU and SFPUC MOU and 60 day Waiver



**Roxanne Sanchez**  
President

**Sunny Santiago**  
VP Region A (North Central)

**Tom Popenuck**  
VP Region B (North Coast)

**Gary Jimenez**  
VP Region C (East Bay)

**Joseph Bryant**  
VP Region D (San Francisco)

**Marcus Williams**  
VP Region E  
(Amador/Calaveras/San Joaquin)

**Jan Schardt**  
Secretary

**Amos Eaton**  
Treasurer

**Theresa Rutherford**  
VP of Representation

**Alysbeth Alexander**  
VP of Politics

**Ramses Teon-Nichols**  
VP of Organizing

**Executive Board**

Pete Albert  
John Arantes  
Akbar Bibb  
Derrick Boutte  
Lorraine Bowser  
Theresa Breakfield  
Monique Broussard  
Norlissa Cooper  
Gregory Correa  
Felipe Cuevas  
Evelyn Curiel  
Karia Faucett  
Al Fernandez  
Dan Jameyson  
Cynthia Landry  
Omar Medina  
Yeon Park  
Mercedes Riggelman  
Mary Sandberg  
Eric Stern  
Robert Taylor  
Angel Valdez  
Jim Wise  
Janice Wong

**Executive Board &  
Budget & Finance  
Committee**

Kathryn Cavness  
Rhea Davis  
Tina Diep  
Mary Duncan  
James Harris, Jr.  
Peggy LaRossa  
Julie Meyers  
Cristin Perez

This letter serves to memorialize the meeting between SEIU 1021 and Public Utilities Commission (PUC) regarding Personal Service Contract (PSC) 48731 – 17/18 on Friday, October 20, 2017. The Local 1021 Communications Systems Technicians (7362 and 7368) have reviewed the PSC 48731 – 17/18 and reached the following understanding with the PUC:

- **Background:** The CCSF Radio Shop has serviced and maintained the City of San Francisco's current 700/800 MHz Motorola-based Public Safety Radio System since April, 2000. Currently the CCSF Radio shop consists of both 7362 and 7368 technicians and they staff a 24/7 operation at 1011 Turk Street for the sole purpose of identifying any system failure and providing 2 hour onsite support to identify, correct/restore all communications issues. During this time, a service contract with Motorola has been in place, to provide express shipment of defective parts, monitoring capabilities, and immediate technical assistance to the CCSF Radio shop when needed.
- The CCSF Radio Shop conducted a communications search for frequencies across Public Safety VHF-Low band, UHF, and 800 Mhz spectrum. The Department of Technology funded and obtained 800 Mhz Public Safety frequencies at 6 SFPUC mountain locations. To allow for the development of an RFP, Contracting, site development, installation, of a new SFPUC radio system, the DT radio shop acquired, repaired, and installed an 800 Mhz place holder radio system. This allowed the DT radio shop and the SFPUC adequate "breathing room" to complete said objectives prior to the required 1 year FCC commissioning deadline, thus avoiding further time deadlines/extension requests. We are committed to assisting the SFPUC, now and into the future.

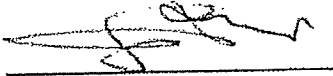
Due to the many facets needed to Design, Develop, Install, Test and Maintain a new Motorola 800 Mhz radio system, it is acknowledged that many personnel including DT Radio shop local 1021 civil service classes 7362 and 7368 will be needed and for this reason the term "CCSF Technician" or "CCSF Technical Staff", will be used to describe the use of CCSF civil service personnel.

- Regarding System Support Plans: Warranty and Maintenance Support Plan sections 3b, 4, 5a, 5b. Local 1021 believes that given the appropriate training, the City technical staff, can continue to provide effective, 24/7 Tier 1/ First Responder maintenance support. The CCSF Technician should continue to be the first line of support and disaster response, for monitoring the radio system, troubleshooting, fault isolation, on-site support, and affixing repairs.
  - Tier 1 (2 and 3) level support encompasses all facets of communication system support, maintenance and repair. This begins with an incident reported to/or observed by CCSF Technical Staff, then local troubleshooting and repair. When needed, CCSF technical staff will dispatch a CCSF technician for final troubleshooting and repair of outside systems. The CCSF Technical Staff will request manufacturer support (Tier 2 +), when a software or hardware problem cannot be resolved without manufacturer assistance or on-site support.

- > **Recommendation:** Referring to PSC 48731 – 17/18 Section 4.6.7, Local 1021 believes the CCSF Technical Staff should be partner-and-part of the original design, construction, testing and acceptance of the new infrastructure. The Union believes Motorola is the legitimate authority on many of the installation aspects of this project. The Union does not believe that all aspects of this project are proprietary. The Union believes City personnel need to be the primary owner and operator of the new radio system to provide for cases where the contract may fall short, for expediency of the project, and to prevent project cost overruns. It is imperative that the PSC 48731 – 17/18 project includes and provides for CCSF Technicians to accomplish work objectives to ensure project success. The following are some specific examples:
  - Applicable to all case management in Motorola System Support Plan: Warranty and Maintenance Support Plan (Sect. 4.6.7), section 4.6.7.3, Local 1021 believes that 24/7 monitoring must be owned and operated by CCSF Technical Staff. Specifically, the CCSF Technicians should be inserted in sections 4.6.7.3 and 4.6.7.3.1 to provide immediate service tracking and repair. The proposed radio communications system will cover more than 160-miles of right-of-way and infrastructure for two City Enterprises. Due to the diverse nature of the landscape, environment, and City services it is critical for the City to monitor and manage the communications infrastructure from one management perspective.
  - In addition to the local monitoring support, Local 1021 believes a CCSF Technician should be the first responder/Tier 1 support. Depending on the severity of the failure, the contractor (Motorola) may also be called out; it is Local 1021's belief that a CCSF Technician should be able to resolve most system failures within 2-hours and must accompany an outside contractor onto City property.
  - Motorola deploys worldwide and responds to numerous world events. It would be a fundamental error to leave the CCSF Technical staff out of the construction and maintenance process. It would be error in judgement for the CCSF to cast-off all of the responsibility to an outside contractor.
  - Additionally, due to the increased use of radio spectrum for communications, radio interference is increasing and requires immediate CCSF Technician response. The CCSF Technician has extensive knowledge, skills and abilities to locate and resolve radio interference. PSC 48731 - 17/18 absolves Motorola of any interference exterior to radio system that does not emanate from their equipment and will require a change order to the contract when outside sources impact the SFPUC radio system.
- > Local 1021 and its members of Civil Service Classifications 7362/7368 recommend a Service Level Agreement (SLA) to be developed by the Department of Technology (DT) and SFPUC in order to define the role of DT CCSF Technical Staff for the Design, Construction, Installation, Testing and long term Radio System Maintenance/Support of the new SFPUC 800 Mhz Motorola radio system under PSC 48731 – 17/18.
- > The Union and the PUC shall reconvene on an annual basis upon the request of either party to discuss and address any potential issues related to the implementation of this PSC.

X

Conditional upon the aforementioned understanding and agreement, the Union agrees, on a one-time basis, to waive the 60-day notice requirement per the Memorandum of Understanding (MOU) in effect between SEIU 1021 and the City and County of San Francisco for the new initiation of this PSC. This waiver does not apply to any future modification, renewal or changes to this PSC.



Xiu Min Li,  
SF Field Supervisor  
SEIU 1021

Oct 30, 2017  
Date



Ken, Simon, SFPUC

10/30/17  
Date

**Agreement between the City and County of San Francisco and  
Motorola Solutions, Inc.**



**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**

**Motorola Solutions, Inc.**

This Agreement is made this 1<sup>st</sup> day of December, 2017, in the City and County of San Francisco, State of California, by and between Motorola Solutions, Inc., 500 W. Monroe Street, 39<sup>th</sup> Floor, Chicago, IL 60661, (“Contractor” or “Motorola”) and the City and County of San Francisco (“City”). Contractor and City may be referred to as a “Party” or together as the “Parties.”

**Recitals**

WHEREAS, the City and County of San Francisco through its Public Utilities Commission wish to purchase a Land Mobile Radio System; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal No. CS-1074 (“RFP”) issued on January 3, 2017, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement is 3.0%; 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 from the San Francisco Public Utilities Commission on September 12, 2017; and

WHEREAS, approval for this Agreement was obtained from the Board of Supervisors on November 14, 2017, for which a Resolution was executed by the Mayor of San Francisco on November 22, 2017; and

WHEREAS, approval for this Agreement was obtained from the Civil Service Commission on October 16, 2017 (48731-17/18);

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

1.1      “Acceptance” means written notice from the City's Project Manager to Contractor that the configured and integrated System or, if applicable, any special phase of the Project,

meets the requirements of this Agreement in accordance with the Acceptance Test Plan as set forth in Appendix F, Scope of Work. The City will provide this notice in the form of an Acceptance Certificate when the Acceptance Tests have been successfully completed.

1.2 "Acceptance Test" means those tests set forth in the Acceptance Test Plan for the testing of the completed System for adherence to the promised Specifications for the System.

1.3 "Agreement" means this contract document, including all attached appendices, which are specifically incorporated into this Agreement by reference as provided herein.

1.4 "Change Order" means a written instrument initiated by the City and signed by both Parties that modifies this Agreement through an adjustment to one or more of the following: (i) the Project Schedule, (ii) the Statement of Work, (iii) the Equipment, Software or services to be provided under this Agreement, (iv) the System Description, and (v) the System Purchase Price, as long as it does not exceed the Guaranteed Maximum Cost of the contract.

1.5 "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 its "Public Utilities Commission."

1.6 "City's Project Manager" means the individual specified by the City pursuant to Section 4.1.2(b) hereof, as the Project Manager authorized to administer this Agreement on the City's behalf.

1.7 "Contractor's Project Manager" means the individual specified by Contractor pursuant to Section 4.1.2(b) hereof, as the Project Manager authorized to administer this Agreement on Contractor's behalf.

1.8 "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party. Except in response to an open/public records request, disclosure of Confidential Information may be made only to those employees who have a need to know to perform their duties and have an obligation of confidentiality. To the extent any such disclosures may be required by law, City shall inform Motorola of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requestor, in sufficient time for Motorola to assert any objection Motorola may have to such disclosure with the appropriate administrative or judicial body.

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

1.10 "Contractor" means Motorola Solutions, Inc.

1.11 "Critical Milestones" means those milestones specified in Appendix G.

1.12 "Defect" or "Defective Work" means that the System, Equipment, or Software, as the case may be is: (i) is faulty or deficient, arising from non-compliance with the written requirements of this Agreement, (ii) does not conform to the Specifications and/or Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Test Plan.

1.13 "Deliverables" means the Equipment, Software, installation materials, Documentation, and work product resulting from the Services that Contractor provides to City under this Agreement.

1.14 "Documentation" means documents relating to the Software, Equipment and, as-built, System that Contractor promises to deliver under this Agreement and that specifies technical, configuration settings, and performance features and capabilities, and the user, operation and training manuals for the System.

1.15 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Article 3.

1.16 "Equipment" means the equipment that City purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List found in Appendix E, Equipment List.

1.17 "Final System Acceptance" means the Acceptance Tests have been successfully completed, all Deliverables have been completed to the satisfaction of the City, and all punch-list items have been resolved.

1.18 "Fix" means repair or replacement of Equipment or Software to remedy a Defect or Defective Work, as chosen by Contractor and agreed to by the City.

1.19 "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

1.20 "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, which impose specific duties and obligations upon Contractor.

1.21 "Motorola Software" means Software the copyright of which is owned by Contractor or its affiliated companies.

1.22 "Non-Motorola Software" means Software the copyright of which is owned by a third party.

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

1.24 "Project" means the entirety of the Equipment, Software and Services, required to implement the System in accordance with the Statement of Work through the expiration of the Warranty Period.

1.25 "Project Schedule" means the mutually agreed schedule showing the estimated timeframe within which the Parties will perform their respective responsibilities under this Agreement for completion of all phases of work, and the Critical Milestones associated with such completion. The Project Schedule is set forth in Appendix G, Project Timeline.

1.26 "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

1.27 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Statement of Work" attached as Appendix F, including all services, labor, supervision, and other work requirements to be performed and furnished by Contractor under this Agreement.

1.28 "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment. The Software License Agreement is included in Appendix I, and all Software provided in this Agreement are subject to the terms of the attached Software License Agreement except for any Open Source Software and Non-Motorola Software concerning which the copyright owner does not allow Motorola to sublicense under its Software License Agreement. The term "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.29 "Specifications" means the functional, technical and operational requirements and characteristics of the System as described in the System Description, as set forth in Appendix B D.

1.30 "Statement of Work" or "SOW" means the mutually agreed to document describing the Services to be provided by Contractor under this Agreement, including the description of Services, list of Deliverables, roles and responsibilities and such other matters agreed to by the City and Contractor.

1.31 "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the System Description, as set forth in Appendix B.

1.32 "System" or "System Description" mean the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System Description as set forth in Appendix B.

1.33 "Warranty Period" means one (1) year from the date of Final System Acceptance.

1.34 "System Purchase Price" means the price for the System as referenced in Section 3.1 (Guaranteed Maximum Costs) of this Agreement excluding sales or use taxes but including freight and discount levels associated with the transaction. In the pricing summary, the estimated sales or use taxes will be shown.

1.35 "Workaround" means a temporary change in the procedures followed or end user operation of the Equipment, Software or System to avoid a Defect or Defective Work without significantly impairing functionality or degrading the use of the equipment software or System.

## **Article 2 Term of the Agreement**

2.1 The term of this Agreement shall commence on the Effective Date and expire on February 28, 2027, unless earlier terminated as otherwise provided herein or extended per mutual written agreement as provided in Section 10.22 (Modification of this Agreement). Some provisions of this Agreement survive expiration or termination of this Agreement as stated below in Section 8.4 (Rights and Duties upon Termination or Expiration).

## **Article 3 Financial Matters**

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.

3.1 **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 10.22 (Modification of this Agreement). The System Purchase Price is \$10,156,297. The Guaranteed Maximum Cost figure is \$10,906,297, including all taxes.

### 3.2 Compensation.

3.2.1 **Payment.** Contractor shall provide invoices to the City in accordance with the milestone payment schedule set out in Appendix H, "Calculation of Charges." Compensation shall be made for the Deliverables and Services (or milestones) identified in the invoice that the PUC Director, in his or her 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 and will pay the undisputed portion as provided in this Agreement. In no event shall the amount of this Agreement exceed the Guaranteed Maximum Cost figure stated in Section 3.1 above. This System Purchase Price is for the System, including warranty services. Post-warranty maintenance and support services are addressed in a separate Maintenance and Support Agreement.

In no event shall City be liable for interest or late charges for any late payments.

3.2.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the Public Utilities Commission approves the 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 Fix defective Deliverables or re-perform Defective Services even if the unsatisfactory character of such Deliverables or Services may not have been apparent or detected at the time such payment was made. Defective Deliverables and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be Fixed (or re-performed as to Services) by Contractor without delay at no additional charge to the City.

3.2.3 **Freight, Title, and Risk of Loss.** Freight charges are included in the System Purchase Price. Motorola will pack and ship all Equipment in accordance with good commercial practices. Contractor is responsible for local warehousing of the Equipment, where Contractor will inspect and inventory the Equipment. City representatives may participate in these activities. Title and risk of loss to the Equipment will pass to City upon delivery to the City's destination point. City will promptly inspect the delivered Equipment, and City has no duty to accept, and may rightfully reject, Equipment that has been damaged in transit or that fails to conform to the order. Title to Software does not pass at any time but is governed by the applicable Software License Agreement.

3.2.4 **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.

**3.2.5 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form reasonably acceptable to the Controller of the City, and must include a unique invoice number. Payment shall be made by City as specified in 3.2.7 or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.2.6 LBE Payment and Utilization Tracking System.** Contractor must submit all required payment information using the City's new online Financial and Procurement System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. Failure to submit all required payment information in the Financial and Procurement System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge all subcontractors have been paid in the online Financial and Procurement System.

**3.2.7 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 the City's Automated Clearing House (ACH) payments service/provider.. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://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. The EIN for Motorola Solutions, Inc. is 36-1115800.

**3.3. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records that are prepared and maintained in the ordinary course of Contractor's business and that relate to its Services. Contractor will permit City at City expense 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. City shall treat all such information as Motorola's Confidential Information and shall protect it as provided under Article 11. Contractor has no duty to disclose its trade secret information under this or any other provision of the Agreement. Contractor shall maintain such data and records in the location where such records are ordinarily kept 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.

**3.4. Submitting False Claims.** The full text of San Francisco Administrative Code §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 the Statement of Work, Appendix F. Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond those listed in the Statement of Work, unless modified by a Change Order or as provided in Section 10.22, "Modification of this Agreement."

##### **4.1.1 Project Administration**

(a) **Project Schedule.** The Project Schedule is set forth in Appendix G and may be amended by mutual written agreement between City and Contractor.

(b) **Delays.** To prevent slippage in the completion of the project, Contractor and City agree that if such slippage occurs, both Parties will take all steps necessary steps to bring Project back on schedule.

(c) **Time is of the Essence.** The Parties agree that time is of the essence with respect to the Critical Milestones, and that the System will be developed and implemented in accordance with each parties' responsibilities in this Agreement and the Project Schedule.

(d) **Critical Milestones.** Contractor acknowledges and understands that the Project Schedule (which may be modified from time to time, such as after the Detailed Design Review process is completed) contains certain time-sensitive Critical Milestones that



must be attained by certain dates; otherwise, the City may suffer financial harm. Milestones that are Critical Milestones are so indicated in the Project Schedule.

4.1.2 **Project Managers.** Contractor and City shall each designate a Project Manager, who shall be accessible by telephone and e-mail throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement of City and Contractor.

(a) The City's Project Manager will be authorized to make binding decisions for the City regarding this Agreement and will: (1) review all specifications, technical materials and other documents submitted by Contractor, request necessary corrections, and approve such documents; (2) provide requested City information and data and assume responsibility on the adequacy of the same; (3) advise Contractor of City's requirements; and (4) upon request provide access to City's staff, facility and hardware. City's Project Manager shall have the right to manage and direct any aspect of the Project as may be necessary, in his or her opinion, to safeguard the interest of the City. City's Project Manager shall communicate all of his or her concerns to Contractor's Project Manager. In the event Contractor believes that any direction being given by City's Project Manager shall impair the performance of the Project or any phase thereof, Contractor shall promptly inform the City's Project Manager of its concern. Except as specifically provided under this Agreement, City's Project Manager's management of the Project shall not relieve Contractor of any obligations or liabilities set forth in this Agreement and the Appendices or Exhibits thereto.

(b) Throughout the term of this Agreement, whenever the Contractor's Project Manager is not on site, he or she must be available by phone or e-mail during normal business hours and days (9 a.m. to 5 p.m. Monday through Friday, excluding City-designated holidays, or during any scheduled off-hours project activities and for critical activities such as system changes and updates). Whenever the Contractor's Project Manager will be unavoidably absent or otherwise unavailable by phone or e-mail for more than eight hours, then a substitute Project Manager or Contractor representative must be designated to respond to telephone calls and e-mails from the City. Contractor shall use its commercially reasonable efforts to maintain the same Project Manager until Final Acceptance of the System.

Contractor's Project Manager: Jim Hardimon

City's Communications Manager: Brian Rolley

(c) **Changing Project Managers.** The City and Contractor shall use their commercially reasonable efforts to maintain the same Project Manager until Final Acceptance of the System. However, if the Contractor needs to replace its Project Manager, the Contractor shall provide the City written notice thereof at least forty-five (45) calendar days prior to the date the Project Manager shall be replaced, if feasible under the circumstances. Such notice shall provide all the required information above. Notwithstanding the foregoing, the Parties have the right to appoint temporary Project Managers in connection with short term

unavailability, sick leave or reasonable vacations. The City has the right to appoint a deputy or assistant Project Manager, to act with the authority of the Project Manager in connection with any particular task or set of tasks. Parties shall notify each other in advance of any such temporary appointments. City may require Contractor to replace its Project Manager, by giving Contractor notification thereof and City's objective reasons therefor.

(d) **Qualified Personnel/Staffing.** Work under this Agreement shall be performed only by competent personnel appropriately trained in technical skills to perform their duties under the supervision of, and in the employment of, Contractor or City-approved subcontractors. Contractor will use commercially reasonable efforts to comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. The personnel of each party, when on the premises of the other, shall comply with the security and other personnel regulations of the party on whose premises such individual is located.

(e) **Meetings.** From the commencement date of the Project until the Final Acceptance of the System, the Project Managers shall communicate at times and locations designated by City to discuss the progress of the Project. During the term of the Project, the Project Managers shall communicate, as required by the City, to discuss any operational problems or defects that City has encountered. City shall have the right to call a meeting at any time by providing Contractor forty-eight (48) hours written notice thereof. Such notice shall provide the time, place and the purpose of the meeting. Contractor and City's Project team must be available to meet as often as is necessary to facilitate timely completion of the Project.

(f) **Progress Reports.** Contractor's Project Manager shall provide progress reports in writing, as requested by the City, to the City's Project Manager, which summarizes overall project status, and which, lists meetings that are planned, problems encountered and issues to be resolved.

**4.1.3 Inspection.** City's Project Manager shall have the right to inspect at any time, all Deliverables, equipment and materials to be provided for the Project, and the manufacture, assembly and installation of such Deliverables, equipment and materials. City's Project Manager's inspection shall be based on compliance with the Agreement. City's Project Manager's right to inspect all aspects of the Project shall not relieve Contractor of its obligation to furnish material and workmanship in accordance with this Agreement. City's Project Manager shall reject nonconforming work by providing written notice of any Defective Work promptly after discovery.

(a) **Special Testing Tools.** Contractor shall identify and/or furnish all tools, labor and material that Contractor deems necessary for it to inspect any Deliverables, Equipment, Software, or Services. Unless purchased by the City, all testing tools shall remain the property of Contractor.

(b) **Right to Stop Work.** City's Project Manager shall have the right to stop any work on the Project if City, upon two (2) business days advance written notice, notifies Contractor of a material Defect in the work or Deliverables and after such notice, Contractor fails to promptly commence correction of any identified Defects in the work or Deliverables. All stop work orders from the City shall be in writing and signed by City's Project Manager. City shall specifically state the cause for the order to stop work. Upon receiving a stop work order, Contractor shall promptly cease working on that portion of the work specified in the order, until the cause for such order has been eliminated. City's right to stop any work on the Project shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity. In emergency situations that may impact life safety, or additional damages, the City has the right to stop work immediately.

**4.1.4 Change Orders.** The City may at any time by written order request a Change Order to Contractor. Within ten (10) business days, unless otherwise agreed by the Parties, of receiving a proposed Change Order, Contractor shall submit to City a written response, which shall include any adjustments to the System Purchase Price, the Project Schedule, the Statement of Work, the Equipment List, or any other obligations of Contractor, as applicable.

(a) Any Change Order requiring a System Purchase Price adjustment that results in an overall increase to the not to exceed compensation described in Section 3.1 (Guaranteed Maximum Costs), shall be agreed to in writing by the Parties and executed in the same manner as this Agreement pursuant to Section 10.22 (Modification of Agreement).

(b) All Change Orders must be approved, in writing, by the Parties' Project Managers. Contractor shall not proceed with any work contemplated in any Change Order until it receives written notification to commence such work from City's Project Manager; or, if Contractor does proceed with such work, it does so at its own risk.

(c) The City shall have authority to request minor changes in the work not involving either an adjustment in the System Purchase Price or an extension of the time for completion of the work. The City's Project Manager may waive a variation in the work if, in his or her reasonable opinion, such variation does not materially change the work or the System's performance.

(d) The price for Change Orders must be offered at the same discount levels, including system discount incentive pricing, that the Equipment and Services are offered, as described in the Calculation of Charges and reflected in the System Purchase Price, through the date of System Acceptance. If a Change Order decreases the Equipment or Services, any corresponding price reduction will take into consideration discounts.

**4.1.5 City Facilities.** City will provide facilities or equipment for Contractor's use during the term of the Agreement and the conditions upon which access will be granted. Per Mandatory City Requirements, Contractor's staff may be subject to a required Background

Check for access to City Facilities which will be conducted in accordance with applicable laws, including those pertaining to the protection of a worker's personal information.

4.1.6 **Access to Sites.** City will provide all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites as reasonably requested by Contractor so that it may perform its duties in accordance with the Project Schedule and Statement of Work. Contractor will assist in the local building permit process as needed.

4.1.7 **Site Conditions.** The City will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and Cal-OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, the City will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Contractor may inspect the work site and advise the City of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

4.1.8 **Site Issues.** If the City determines that the sites identified are no longer available or desired, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and System Description as necessary. If change in sites or adjustment to the installation plans and Specifications causes a change in the cost or time to perform, the Parties will equitably amend the System Purchase Price, Performance Schedule, or both, by a Change Order.

#### 4.1.9 **Statement of Work**

(a) **System Development.** Subject to the terms and conditions of this Agreement, and in consideration for the payments to be made, Contractor agrees to configure, integrate and install the System as fully described in the Appendices. The System will be subject to Acceptance Testing to verify conformity with the Specifications. The Contractor shall provide a comprehensive, fully-integrated Project 25 Radio System including all contracted Subsystems, specifically designed for the City, including all Services related to delivery, installation, integration, data migration (if applicable), training, documentation, deployments, and project management.

(b) The System shall be compatible and fully-integrated with the components of the City's current radio system as indicated in the Statement of Work, compliant with applicable TIA-102 standards.

(c) In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, this Agreement, without reference to any SOW, shall control.

(d) Interpretive Differences. In the event City and Contractor differ in their interpretations of the functional requirements, Specifications, or Acceptance Tests, the matter of City's interpretation, if reasonable, shall be determinative. Any disagreements arising out of this section shall be resolved pursuant to the procedures established by Section 10.23 (Dispute Resolution Procedure) of this Agreement.

(e) System Acceptance Procedure. System Acceptance will occur upon successful completion of the Acceptance Tests, and Acceptance testing will occur only in accordance with the Acceptance Test Plan. If the Parties need to modify the ATP, they will agree in writing on the changes to process/criteria for acceptance, depending on the nature of Deliverables and the System or Subsystem, or phase involved by means of a Change Order. If an Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase may occur at the discretion of the City upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If the City believes the System or Subsystem has failed the completed Acceptance Tests, City will provide to Contractor a written notice that includes the specific details of the failure. In the event that Contractor fails to provide the Deliverables, System or Subsystem which meet the Acceptance Criteria set forth in Appendix F of this Agreement, City may, at its option, resort to the default and termination provisions in Section 8.2 (Termination for Default; Remedies).

(f) Contractor's Assistance in Acceptance Tests. Contractor must furnish all materials, equipment, and technical assistance necessary to conduct the Acceptance Tests. Test Equipment provided by Contractor for performance of the Acceptance Tests shall be currently certified as "calibrated" by the test equipment manufacturer, or its authorized calibration service agent.

(g) Failure to Pass Acceptance Tests. In the event that City determines that the System or Subsystems fail to materially meet the standards set forth in the Acceptance Test Plan, City shall promptly report to Contractor each deficiency, and Contractor will correct the reproducible aspects of the problem or failure within 30 days from date of Contractor's receipt of notice of the problem or failure. Problems or failures that do not re-occur or cannot be repeated by Contractor, or by the City in Contractor's presence, shall not be considered a failure. In the event that Contractor cannot achieve System Acceptance within 30 days following the scheduled completion of Acceptance Testing (excluding from consideration factory testing), as the sole result of Contractor's non-compliance with the Acceptance Criteria, City may resort to the default provisions under this Agreement.

(h) City and Contractor shall conduct Acceptance Testing in accordance with the Acceptance Test Plan. City will not be deemed to have accepted the Deliverables, System or Subsystem, or phase until Contractor receives written notice of Acceptance from City.

4.1.10 **Operational Test (90 day-burn in).** The Contractor must perform a 90-day burn in Operational Test as described in the ATP once all users identified in the Transition Plan are migrated onto the System. During this Operational Test, no Priority 1 deficiencies in the System can occur that impact operations. Priority 1 issues are defined in the ATP. If a Priority 1 issue occurs during the Operational Test, the 90 day timeframe is reset and the Contractor must restart the test.

4.1.11 **Final System Acceptance.** Final System Acceptance will occur upon successful completion of all Acceptance Tests, including the Operational Test (90-day Burn-in period including any extensions), and when all Deliverables and other work including punch list items have been completed. When Final System Acceptance occurs, the Parties will promptly memorialize this final event by means of a Final System Acceptance Certificate. In no case will a "Conditional Acceptance" be granted to the Contractor.

4.1.12 **Failure to Achieve Final System Acceptance.** In the event of Contractor's failure to achieve Final System Acceptance, the City may resort to the default provisions of this Agreement, in accordance with Section 8.2 (Termination for Default; Remedies) and shall be entitled to all available remedies at law or in equity.

4.1.13 **Documentation.** Contractor will provide System Documentation in accordance with the Statement of Work. The City may withhold its issuance of the notice of Final System Acceptance until City receives the completed Documentation in accordance with the SOW.

4.1.14 **Training.** Training to be provided by Contractor to the City is described in the Statement of Work and Training Plan as set forth in Appendix F). The City will notify Contractor immediately if a date change for a scheduled training program is required. The City may withhold its issuance of the notice of Final System Acceptance until City receives the contracted training in accordance with the SOW and Training Plan; Final System Acceptance will not be delayed if the City chooses to delay or defer training of some of its personnel.

#### 4.1.15 **Existing Systems**

(a) **Due Care.** Contractor shall use its best efforts to protect all existing City property and shall be responsible for correcting any damage it causes to any equipment, facility and structure to the condition prior to the time of damage.

(b) **Interruption of Service.** Contractor shall use reasonable efforts to avoid any unscheduled interruption of service of the existing systems during the course of installation, testing, warranty or servicing of the Project. If service must be interrupted to install any part of the Project, Contractor shall schedule with the City's Project Manager times when service may be interrupted. City's and Contractor's Project Managers must supervise all service interruptions. With any interruption of service, Contractor and appropriate City staff will fully restore the existing system and verify that the system is not degraded by the interruption.

(c) **Modified Equipment or Systems.** Contractor shall be responsible for correction of deficiencies in any Contractor-provided equipment, including legacy equipment, owned by the City or user agency if the deficiency (i) is caused by Contractor's modification of such equipment as part of the Project and (ii) prevents the System from performing in accordance with the Specifications.

(d) **Equipment Removal.** All existing equipment being replaced shall be removed and delivered to such location designated by the City's Project Manager.

**4.2 Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of the City. City may request a change to or removal of a subcontractor for good cause, and Contractor will change or remove the subcontractor, if good cause is found. If City requires the change or removal of a Subcontractor who is an LBE, then the City will notify CMD of the change and the reason for the change. 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; neither Party is the agent of the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed in the Subcontractor Plan contained in the Statement of Work, unless modified by a Change Order or as provided in Section 10.22, (Modification of this Agreement).

**4.3 Independent Contractor; Payment of Employment Taxes and Other Expenses.**

**4.3.1 Independent 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 in relationship to City, and Contractor 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.

**4.3.2 Payment of Employment Taxes and Other Expenses.** Should 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 by tax authorities.

#### **4.4 Payment of Prevailing Wages.**

**4.4.1 Covered Services:** The City has determined that this Agreement is subject to California's Prevailing Wage laws with respect to "the installation of computer equipment racks, mounting of antennae on buildings, and running of CAT5/6 and RF cables for an 800 MHz radio system." Prevailing Wage Law applies only if and to the extent Contractor's Services involve the "erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement" in accordance with California Public Contract Code Section 1101 ("Covered Services").



4.4.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement ("OLSE") and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

4.4.3 **Subcontract Requirements.** As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

4.4.4 **Posted Notices.** As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.

4.4.5 **Payroll Records.** As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

4.4.6 **Certified Payrolls.** Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will

perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

**4.4.7 Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (A) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (B) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (C) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (D) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (E) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

**4.4.8 Remedies.** Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

**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 the City by written instrument executed and approved in the same manner as this Agreement, which approval shall not be unreasonably withheld or delayed. Any purported assignment made in violation of this provision shall be null and void

#### 4.6 Warranties

(a) Warranty of Service. Contractor warrants to the 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. Warranty of Service claims must be asserted within a reasonable time of discovery.

(b) During the Warranty Period, in addition to warranty services, Contractor will provide maintenance services for the Equipment and support for the supplied Software as described in the Warranty section of the Statement of Work. Those services and support are included in the System Purchase Price.

(c) Warranty of Performance Specifications; Warranty Services. During the Warranty Period, Contractor hereby warrants that the System will perform in accordance with the required functionality Specifications defined in the System Description (Appendix B). This warranty excludes and Contractor is not responsible for System performance Deficiencies that are caused by reasons or parties beyond Contractor's control, such as Force Majeure events; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; or the addition of frequencies at System sites that cause RF interference or intermodulation.

(d) Equipment Warranty. During the Warranty Period, Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

(e) Software Warranty. During the Warranty Period, Contractor warrants the Motorola Software in accordance with the terms of the Software License Agreement, attached hereto as Appendix I, and the provisions of this Section 4.6 that are applicable to the Motorola Software.

(f) Contractor warrants that (i) it owns all rights, title, and interest in and to the Motorola Software, (ii) in the case of Non-Motorola Software (i.e., third party software), it has the right to either (a) sublicense the Non-Motorola Software to the City under the terms and conditions of the Software License Agreement or (b) provide the Non-Motorola Software and all Open Source Software under the terms and conditions of the copyright owner's applicable software license agreement.

(g) Exclusions. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, , neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; City's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vi) normal or customary wear and tear.

(h) Defect, Claims and Remedies. To assert a warranty claim (if Contractor has not already detected the Defect and opened a case), City must notify Contractor of the claim. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor shall correct the Defect, at no charge to the City, by at Contractor's option: (i) repairing the defective Equipment or Software, (ii) replacing defective Equipment or Motorola Software with the same or equivalent product, or if neither of these two remedies (i) and (ii) are practical, then (iii) refunding the price of the defective Equipment or Motorola Software. Repaired or replaced Equipment is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Contractor. Contractor's response times to remedy a Warranty claim will be consistent with the response times and severity levels in the Warranty Services (Appendix F). The City shall conduct a root cause analysis before issuing any notice of Defect. These warranties are provided to City and are not assignable.

(i) During the Warranty Period, Contractor warrants that the System will be compatible and will interface with the existing City Department of Emergency Management ("DEM") system to the extent expressly detailed in the System Description and Statement of Work. This warranty will not apply to any changes to the DEM system after the Effective Date unless City arranges with Contractor to update this System substantially concurrently with any upgrades to the City's DEM system. Contractor warrants that the System will be suitable for the intended purpose of providing Public Works Land Mobile Radio communications to the City.

(j) No Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY.

4.7 **Substitutions.** No substitutions can be made to any Equipment, Software or Services unless approved by the City.

4.8 **Performance Bond.** The Performance Bond and Payment Bond. The Contractor is required to furnish a performance bond and a payment bond on AIA Form A312 2010, a copy of which has been provided to and is acceptable to the City, in a sum of the System Purchase

Price. This requirement shall remain in place until Final System Acceptance at which time the requirement for this bond shall be released by the City.

4.9 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

4.10 **Liquidated Damages.** Contractor agrees that in the event it fails to achieve Final System Acceptance in accordance with the Project Schedule as the sole result of Contractor's failure to perform its obligations under this Agreement, the City will suffer actual damages that will be impractical or extremely difficult to determine. Further, Contractor agrees that the sum of \$500 per day for each calendar day of delay resulting from Contractor's failure to perform its obligations under this Agreement concerning achieving Final System Acceptance is not a penalty, but is a reasonable estimate of the loss and damage that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. The total liquidated damages shall be capped at \$500,000. These liquidated damages are intended to compensate the City as its sole and exclusive remedy for all damages caused by such delay. Prior to the assessment of liquidated damages, the Parties will conduct a root cause analysis to ascertain the cause of the delay in meeting Final System Acceptance. Contractor shall be entitled to a thirty (30) day grace period before City is entitled to any liquidated damages. City may deduct a sum representing the liquidated damages from any money due to Contractor.

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to Section 5.2 (Indemnification) 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 of \$2,000,000 each occurrence 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. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(e) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for 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.

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. As used in this Section pertaining to insurance, the term "Agent" means a person who is not an employee of City but who has been appointed by City to perform some governmental function and is performing that function when the covered event occurs.

(b) The 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 or intended non-renewal or reduction in coverage initiated by the Contractor. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties). Contractor's policies are written on a July 1-June 30 cycle.

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

5.1.6 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 pursuant to the default provisions.

5.1.7 Before commencing any Services, Contractor shall furnish to City's 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 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor and its employees.

5.1.8 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, defend, and hold harmless City and its officers, and employees ("Indemnitees") from and against any and all third party claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from and to the extent caused by Contractor's (or its Subcontractors' or their employees) negligence or intentional misconduct in the performance of this Agreement (collectively, "Claims"). The Parties agree that Claims could result from any of the following: (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. The foregoing indemnity applies to the extent such indemnity is permitted by law; covers Claims for the passive negligence of the City provided

Contractor is concurrently negligent; and shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs. City may at its expense participate in the defense of a Claim so long as it does not interfere with the settlement or other resolution of the Claim.

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 until the Claim is resolved.

**5.3 Indemnification for Design Professionals.** To the fullest extent permitted by law (including California Civil Code Section 2782.8), Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control in the performance of professional design services (collectively, "Liabilities").

**5.4 Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's indemnification responsibilities under Section 5.2 (Indemnification), 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.

**5.5 Patent and Copyright Infringement Indemnification.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the United States 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 the Equipment manufactured by Contractor or Motorola Software, or work or deliverables supplied in the performance of Services, provided that City promptly notifies Contractor of any infringement claim and, if requested, cooperates with Contractor in its defense or settlement of the infringement claim. If an infringement claim occurs or is likely to occur, Contractor will at its option and expense and as City's sole remedy: (a) procure for City the right to continue using the infringing products provided by Contractor; (b) replace or modify the infringing product so that it becomes non-infringing while providing functionally equivalent performance; or (c) if none of the remedies under (a) or (b) immediately above is reasonably available to Contractor, then Contractor will accept the return of the



infringing product and grant City a credit or refund for the product, less a reasonable charge for its use. Contractor will have no duty to defend, hold harmless or indemnify for any infringement claim that is based upon: (a) the combination of the product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the product; (c) a modification of the product by a party other than Contractor; (d) use of the product in a manner for which it was not designed; or (e) the failure by City to install an enhancement release to any Software that is intended to correct the claimed infringement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the Licensed Software with products or data of the type for which the Licensed Software was neither designed nor intended to be used.

## **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 3.2, (COMPENSATION) 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, 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.** Except for City's active negligence or intentional misconduct, City shall not be liable to Contractor for any damage to persons or property as a result of the use, misuse or failure of any City-owned 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 Limitation of Liability.** Except for personal injury or death, damage to tangible property, damage caused by Contractor's intentional misconduct or gross negligence, or infringement under Section 5.5 (Patent and Copyright Infringement Indemnification), Contractor's total liability to the City regardless of the cause of action or theory of liability will be limited to the direct damages recoverable under law, but not to exceed \$10,906,297 (which is approximately the total value of the contract for the system purchase agreement and the maintenance and upgrade agreement). NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement.

## **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 at least fourteen (14) calendar days prior 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 for Motorola and third party Equipment 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) Contractor's reasonable estimate of the unpaid portion of the System Purchase Price attributable to the work performed through the effective date of the termination plus any reasonable and actually incurred costs or expenses to effect the termination. If the City disagrees with this estimate, the Parties will negotiate in good faith a fair and reasonable amount to settle the disagreement. If after 30 days the Parties are unable to agree upon a fair and reasonable settlement amount, then the reasonable determination of the amount by the Director of the Office of Contract Administration will be conclusive.

(b) In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, City shall immediately notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty. To the extent Contractor has delivered Equipment or performed Services prior to the last day of the fiscal year for which the appropriation was made, City shall be liable for the price of such Equipment or Services.

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 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:

Section 3.4	Submitting False Claims.	Section 11.1	Nondisclosure of Private, Proprietary Confidential Information
Section 4.5	Assignment	Section 10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	Section 10.27	Compliance with Laws
Article 7	Payment of Taxes		

The notice and opportunity to cure provisions of (b) below apply.

(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 thirty (30) calendar days after written notice thereof from City to Contractor. In the event of a potential Event of Default, the City shall provide Contractor written notice with an opportunity to cure ("Notice of Potential Claim"). The cure duration shall be thirty (30) days from the date of Notice of Potential Claim.

(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, unless otherwise expressly provided herein, 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, if Contractor fails to cure an Event of Default or fails to develop a cure plan acceptable to City, 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.

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 both registered mail to the address set forth in Section 10.18, as well as by email.

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:

Section 3.2.2.	Payment Limited to Satisfactory Services		Section 9.1	Ownership of Documentary Deliverables
			Section 9.5	Works for Hire
Section 3.3	Audit and Inspection of Records		Section 10.4	Nondisclosure of Private, Proprietary or Confidential Information
Section 3.4	Submitting False Claims		Section 10.23.1	Negotiation; Alternative Dispute Resolution
Article 5	Insurance and Indemnity		Section 10.24	Agreement Made in California; Venue
Section 6.1	Liability of City		Section 10.25	Construction
Section 6.3	Limitation of Liability		Section 10.31	Entire Agreement
Article 7	Payment of Taxes		Section 10.27	Compliance with Laws
Article 3	Financial Matters		Section 10.28	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 provided that City has paid or pays for such items except if the City is unable to pay because the termination is for non-appropriation of funds.

8.4.3 Any warranty that has not expired at the end of the term of this Agreement survives the termination date as provided in Article 2.

## **Article 9 Rights In Deliverables**

9.1 **Ownership of Documentary Deliverables.** The term "Documentary Deliverable" means any document that Contractor (i) has prepared exclusively for the City and not for more general purposes and (ii) has delivered to the City as promised under this Agreement. This term excludes any underlying Proprietary Rights, tools or know how used to create the Documentary Deliverable. Upon Contractor's delivery of the Documentary Deliverable to City, it 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 to support its business with City and for reference and as documentation of its experience and capabilities.

9.2 **Licensing of Software.** Any Motorola Software, including related documentation and any subsequent releases, is licensed to City solely in accordance with the Software License Agreement (Appendix I). Software warranties are addressed in Appendix I. This Agreement does not involve any source code except for Open Source Software. Any Non-Motorola Software is licensed to City in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Contractor the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement concerning its Software.

9.3 **Cooperation.** The Parties will cooperate with each other to execute such other documents as may be necessary or appropriate to achieve the objectives of this Section in order to ensure that the Documentary Deliverables are appropriately assigned to the City.

9.4 **Residuals.** In no event will Contractor be precluded from developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables, as long as Contractor does not use any Proprietary or Confidential Information of the City in such development. In addition, Contractor will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services. Residuals are limited to information that exists in non-tangible form that is retained in the unaided memory of Contractor.

9.5 **Works for Hire.** This Agreement does not involve any works for hire.

#### **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](http://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 **Reserved.**

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. Contractor shall utilize LBE Subcontractors for at least 3.0% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

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.

**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 of the City's Campaign and Governmental Conduct Code and provide the names of the persons required to be informed to City.

#### **10.12 Consideration of Criminal History in Hiring and Employment Decisions**

**10.12.1** 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.

10.12.2 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.

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

**10.14 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.

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

**10.16 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.

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.

**10.17 Reserved. (Preservative Treated Wood Products).** General Provisions

**10.18 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: SFPUC IT Services  
525 Golden Gate Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94112  
Attention: Taraneh Moayed

Or by email to:  
[tmoayed@sfgwater.org](mailto:tmoayed@sfgwater.org)  
[licenses@sfgwater.org](mailto:licenses@sfgwater.org)  
[ksalmon@sfgwater.org](mailto:ksalmon@sfgwater.org)  
[brolley@sfgwater.org](mailto:brolley@sfgwater.org)

To Contractor: Jim Hardimon  
725 S. Figueroa, Suite 1855  
Los Angeles, CA 90017

Payments to Contractor shall be made to the following address:

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693

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. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

**10.19 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.

**10.21 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. Contractor's records that are Confidential Information are exempt under the trade secret and possibly other exemptions from disclosure.

**10.22 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 10.18 (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).

**10.23 Dispute Resolution Procedure.**

**10.23.1 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. After written notice the City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement until such failure or refusal has been corrected. 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.

10.23.2 **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.

10.24 **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.

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

10.27 **Compliance with Laws.** Contractor and City 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. City will comply with all FCC licenses and authorizations required for the installation, operation and use of the System.

10.28 **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.

10.29 **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.

10.30 **Order of Precedence.** Contractor agrees to perform the Services described below in accordance with the terms and conditions of this Agreement (including the Appendices) In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Appendices and any inconsistency between Appendices A through E\_ will be resolved in their listed order below the signature page.

10.31. **Entire Agreement.** This Agreement sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement consists of this Agreement and Appendices A-I as described below the signature page. This Agreement may be modified only as provided in Section 10.22 (Modification of Agreement). In the event of a conflict or ambiguity between the terms of this Agreement and the SOW, this Agreement shall prevail.

## **Article 11 Data and Security**

### **11.1 Nondisclosure of Private, Proprietary or Confidential Information.**

11.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor who is a recipient of such Private Information shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

11.1.2 In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

11.1.3 During the term of this Agreement, the Parties may provide each other with Confidential Information. Subject to the requirements of any applicable public records law, each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only

in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

11.1.4 Contractor, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to City the Equipment, Software, or Services remain vested exclusively in Contractor, and this Agreement does not grant to City any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Contractor does not grant to City, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. City will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software, which is governed by the standard license of the copyright owner.

11.5 **Payment Card Industry ("PCI") Requirements.** Reserved.

11.6 **Business Associate Agreement.** Reserved.

## **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**

Recommended by:

**CONTRACTOR**

**Motorola Solutions, Inc.**

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

\_\_\_\_\_  
Motorola Solutions, Inc.  
10680 Treena St., #200  
San Diego, CA 92131

Supplier ID: 0000014752

Approved as to Form:  
Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
William Sanders  
Deputy City Attorney

Approved:

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

**Appendices**

- Appendix A - Detailed Response to RFP Section 4, Project Scope and Requirements
- Appendix B - System Descriptions
- Appendix C - System Drawings
- Appendix D- Coverage Maps
- Appendix E - Equipment List
- Appendix F - Scope of Work
- Appendix G - Project Timeline
- Appendix H - Calculation of Charges
- Appendix I - Software License Agreement
- Appendix J- CS-1074 RFP and RFP Appendices 1A, 1B and 1C, subject to the exceptions and clarifications in the Motorola responses.

**Appendix F**  
**SCOPE OF WORK**



## Appendix F SCOPE OF WORK

### 4.6 DETAILED SCOPE OF WORK

#### 4.6.1 Implementation Overview

This section describes Motorola Solutions' (Motorola) implementation plan and serves as a Statement of Work ("SOW"). Motorola is highly skilled at deploying systems of the size and complexity of the one we are implementing for the SFPUC. For the duration of the implementation and acceptance periods, the SFPUC project manager will have the full support from Motorola's project team, consisting of systems engineers, field technical representatives, product and systems consultants, radio technicians, the resources of Motorola's product organizations, and Motorola's defined subcontractors—all focused, to design, build, install, optimize, test, and assist in the transition of the SFPUC's dispatch operations and users to the system.

This Implementation Plan defines the principal activities and responsibilities of all parties for the implementation of the Water Enterprise Land Mobile Radio System Replacement Project (SFPUC), a Project 25 Phase 2 TDMA 800 MHz communications system, referred herein as "the system." Unless otherwise indicated from the context in which it is used, the word "system" will be used herein to refer to the compilation of the subsystems, interfaces, and ancillary systems.

This section will address key aspects of the implementation process including:

- High-level implementation process.
- Statement of Work (SOW).
- Timeframe for implementation.
- High-level migration description.
- High-level testing description.
- High-level training plan.
- High-level system support plan.

##### 4.6.1.1 System Design Summary

Motorola's solution for SFPUC will be a sub-system add-on to the full redundant San Francisco ASTRO 25 platform with Integrated Voice and Data (IV&D). The system will be comprised of the following:

1. Capacity Licenses for the San Francisco ASTRO 25 Master Site:
  - Eight (8) ASTRO 25 RF Radio Sites
  - Presence and Location Services for up to 1000 devices.
  - (2,000) Subscriber Licenses
  - A1 Text Messaging for up to 1000 devices.
  - Eleven (11) Dispatch Positions.
  - Network Management Capacity Licenses.
2. 800 MHz P25 Phase 2 TDMA trunked radio system:
  - Hetch Hetchy Simulcast Cell:
    - ◆ 3 sites, 3 channels (Duckwall, Burntout Ridge, Moccasin Peak).

- ◆ Prime Site located at Moccasin Peak.
- ◆ Geo-redundant Prime Site located at Burnout Ridge.
- 5 ASTRO Standalone Trunked Repeater Sites (ASR), 3 Channels each (Sawyer Ridge, Kings Mountain, Mount Allison, Marcial Peak, CCWD.)
- 3. Dispatch Console System:
  - Moccasin Dispatch:
    - ◆ 5 MCC7100 Operator Positions.
  - Kirkwood Powerhouse Dispatch:
    - ◆ 1 Remote MCC7100 Operator Position.
  - PUC (Newcomb) Dispatch Center:
    - ◆ 2 MCC7100 Operator Positions.
  - El Camino Real Dispatch Center:
    - ◆ 3 MCC7100 Operator Positions.
- 4. Network Management Terminals located at Moccasin Dispatch Site, Sunol and Millbrae.
- 5. 13 Remote Terminal Units (RTUs) for Environmental Alarms.
- 6. Microwave System to connect to San Francisco System to the SFPUC Microwave Backhaul:
  - Eight (8) Redundant Microwave Hops
    - ◆ Forest Hill to Sawyer Ridge
    - ◆ Sawyer Ridge to Kings Mountain
    - ◆ Kings Mountain to Mt. Allison
    - ◆ Mt. Allison to Marcial Peak
    - ◆ Marcial Peak to CCWD
    - ◆ CCWD to Pelican Ridge
    - ◆ Moccasin Peak to Duckwall
    - ◆ Duckwall to Intake Radio Site
- 7. 540 APX 1000 Portable Radios
  - Radio Management
- 8. 51 APX 1500 Mobile Radios
  - Remote Mount Installation
- 9. Spare Equipment.
- 10. Site Development and Improvements:
  - Sawyer Ridge:
    - ◆ 80' Tower.
    - ◆ 35 KW Outdoor Generator.
  - Marcial Peak:
    - ◆ 40' Tower.
    - ◆ 12' X 10' Shelter.
    - ◆ 35 KW Outdoor Generator.
    - ◆ 500 Gallon Propane Tank.
  - Burnout Ridge:
    - ◆ Battery Bank.
  - Kings Mountain:
    - ◆ 195' Tower.
  - Duckwall:
    - ◆ 25 KW Generator.
    - ◆ Battery Bank.
- 11. Warranty and Post Warranty Services (starting at system acceptance)
- 12. Asset Management Subsystem with 5 User Licenses .
- 13. To enhance coverage in critical locations, Motorola has included the following:
- 14. Simulcast Site at Poopenaut Pass (Similar to Hetch Hetchy Simulcast Sites)

15. Conventional Channel at the SVWTP Site
16. Conventional Channel at the Intake Radio Site
17. Fixed DVRS Conventional Repeaters at:
  - San Antonio Watershed Cottage
  - San Andreas Cottage
  - Sawyer Camp Cottage
  - Upper CS Cottage
  - Pulgas Water Temple
18. Vehicular Repeater System (DVRS)
19. Control Stations with Antenna System
20. MCD5000 Deskset

#### 4.6.1.2 Assumptions

1. SFPUC will provide site access to Motorola personnel to all facilities where the system is to be installed during the Project. Temporary identification cards will be issued to Motorola personnel if required for access to SFPUC facilities. SFPUC will ensure that Motorola has site access and site keys necessary for access and to prevent delays. Each site will require access multiple times during the course of the Project and access will be provided in accordance with the Project Schedule. Access must be available after business hours where required by Motorola, or as necessary to meet the Project Schedule.
2. SFPUC will provide any required parking permits to Motorola personnel for restricted access entry and/or parking.
3. Clear and stable site access road and sufficient space for Motorola vehicles exists at all sites. Motorola assumes communication sites are accessible throughout the dates set on the Project Schedule using 4 wheel drive vehicles. Any means of site access above and beyond 4 wheel drive vehicles will require a change to adjust transportation costs. SFPUC may, at its option, provide transportation for Motorola personnel to its facilities and sites.
4. SFPUC is responsible for ensuring that appropriate and adequate power is available to power the Motorola-provided equipment:
5. SFPUC to provide maps and keys for all site locations.
6. Most equipment installation work may be conducted between 8:00 AM and 5:00 PM. Some systems may require after-hours installation.
7. Any local codes and jurisdictions requirements that impact the scope of work or schedule have not been taken into account and may result in a change in scope to the extent provided in the Master Agreement.
8. Relocation of power or utilities is not included in the scope of work.
9. Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should SFPUC system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
10. Not all sites were visited during the creation of this system design and not all information was available. For these reasons, certain assumptions were made in the creation of this SOW for SFPUC. Incorrect assumptions or modifications to these assumptions may result in a change order to the project. These assumptions include:
11. Internal electrical work at the sites (e.g. running AC outlets above rack locations, adding breakers to electrical panels) will be the sole responsibility of SFPUC.

12. Existing towers, upon which Motorola will be installing antennas, have as-builts and documentation regarding their existing loading in order for Motorola to perform loading analysis on these towers prior to installation of antennas.
13. Solar sites in which Motorola will be modifying the site power system are in good working order and the power system modifications can be made. A detailed analysis of these will be performed post-sale.
14. The SFPUC users operating on the current City of San Francisco system will be migrated to the new system on the schedule of the City and county of San Francisco system replacement project. System interoperability will be addressed during the SFPUC Design Review of the Migration Plan.
15. The proposed Microwave links have clear paths that can be built as proposed. Link viability surveys will be performed post-sale to ensure viability.
16. The proper way to model in-building coverage is to apply a loss to the area to be covered that represents the loss for buildings. Motorola has chosen to model the in-building coverage with this method instead of the raising of reliability to 97%.
17. For the Burnout Ridge and Duckwall sites, Motorola has included rack mounted batteries to supply up 8 hours of battery backup for the new P25 system equipment only.
18. Motorola will assist SFPUC with negotiating agreements for the Kings Mountain, CCWD, and Marcial Peak sites, and will assist with re-negotiating the lease agreement for the Mount Allison site. Motorola cannot ensure that site owners will accept SFPUC terms. SFPUC is responsible for securing the site lease. The actual costs for the lease themselves are not included with this SOWSOW and remain as responsibility of SFPUC.

#### 4.6.1.3 Experience Counts

Motorola has been the leader in the design and implementation of business-critical wireless communications systems for over 85 years. Our systems integration team has successfully implemented over 1,000 mission-critical standards-based voice and data networks, including 34 of 40 statewide systems in the United States. Of particular importance to the SFPUC is Motorola's proven capability to deliver Project 25 Phase 2 Time Division Multiple Access (TDMA) systems. Motorola has delivered and achieved customer acceptance of P25 Phase 2 systems, and more agencies have selected Motorola to implement their Project 25 Phase 2 systems than all other manufacturers combined.

Systems integration is one of our core businesses. This ensures that we can dedicate personnel with direct relevant experience in successfully implementing large scale communications systems of the size and complexity of the SFPUC. Customer satisfaction surveys show that our customers consistently rate themselves "very satisfied" with Motorola's implementation performance, because we deliver our projects on time and on budget, and always see our projects through to a successful conclusion.

Motorola's SOW provides systems integration and implementation services to deploy a fully functional communications system. Motorola's experience as a systems integrator, deploying large and complex communication and software systems, will provide a smooth system implementation and cutover to the new communications system.

##### 4.6.1.3.1 Approach to Implementation (Standard System Integration Operating Procedures)

Motorola is experienced in implementing systems similar to the system provided to the SFPUC, and offers the SFPUC an implementation approach that includes the following key phases:

- Project initiation and kickoff.

- Detailed design review.
- Order processing, manufacturing.
- Site Preparation and Site Development.
- Fleet Map Development (Talkgroup Mapping).
- Factory staging and testing.
- Equipment delivery.
- Site Development Completion.
- Equipment installation.
- Systems integration and optimization.
- Subscriber Programming.
- Installation Inspection.
- Field acceptance testing.
- Coverage acceptance testing.
- Technical and System management Training.
- Radio Rollout.
- System migration and cutover.
- Project finalization including documentation.
- Burn-In Period.
- Final System Acceptance.
- Warranty support (1<sup>st</sup> year after final system acceptance).
- Post warranty maintenance support (Years 2-9).

Each of the phases is described in detail in Section 4.6.2, Statement of Work/Work Breakdown Structure (of this document).

#### 4.6.1.4 Project Schedule/Timeline

See Appendix G, Project Timeline.

#### 4.6.1.5 Project Staffing

The local project team, reporting to our California-based senior management, will have the day to day responsibility for ensuring Motorola fulfills its obligations for a smooth and on-time implementation. Key team structure for this project is identified in Figure 4-38.

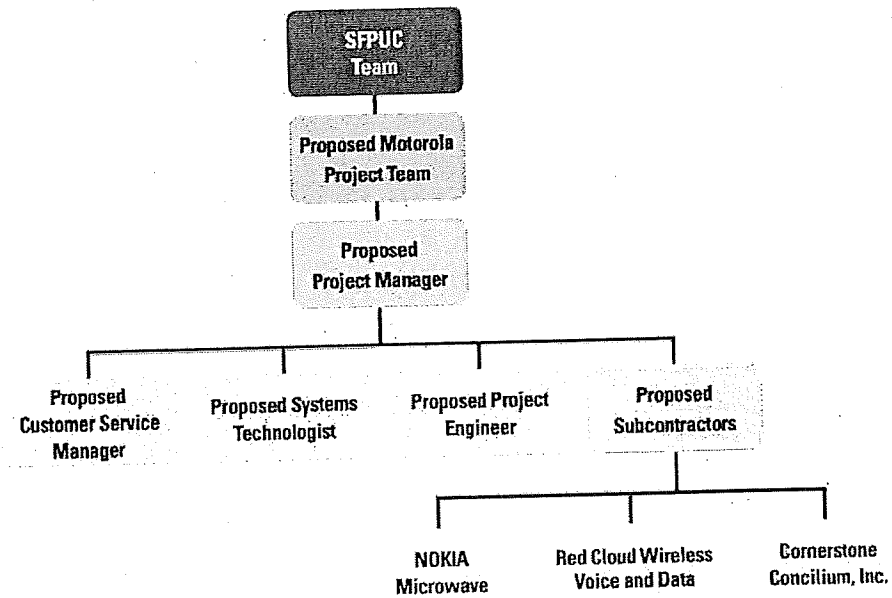


Figure 4-38: Key Team Structure for SFPUC's System

Motorola's dedicated team, identified in Figure 4-39, will be led by Jim Hardimon, who will be the overall Project Manager, and the single point of contact. The Project Manager holds overall responsibility for delivery and implementation of the system and management of Motorola responsibilities pursuant to the performance schedule and budget. The key personnel on our project team are local residents of the Bay Area and, in some cases, of SFPUC itself. Their actual locations are shown in Figure 4-39.

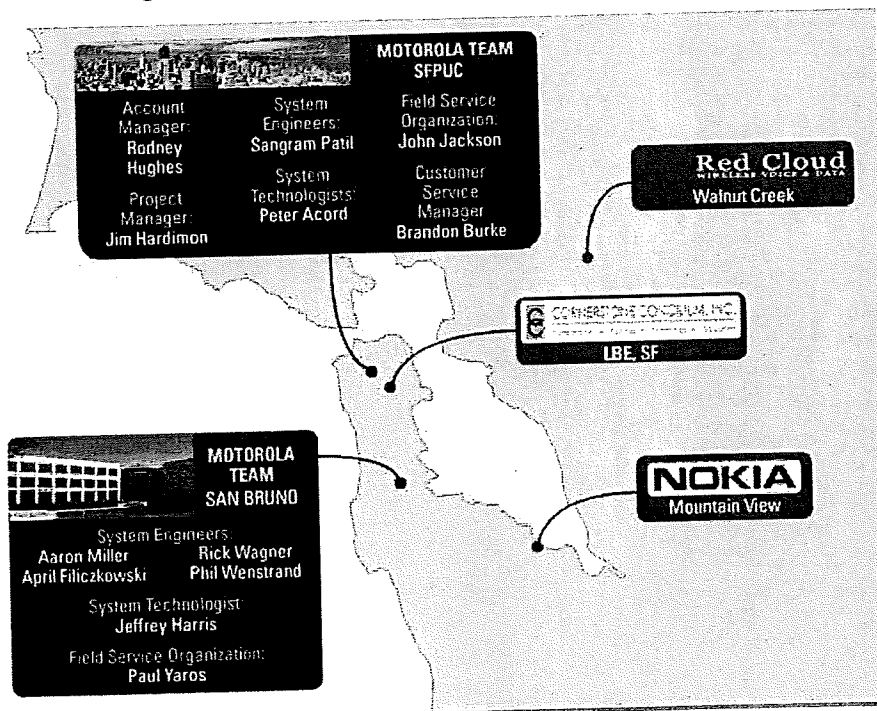


Figure 4-39: Your Local Motorola Team

Motorola Project Manager is dedicated to SFPUC project throughout the project implementation phase. Motorola Engineer and Motorola Technicians will be dedicated to SFPUC project during tasks assigned to them throughout the implementation phase of the project (response to 6.3.3 of RFP). If any team member is absent for any period of time during project implementation, Motorola Project Manager will communicate that with SFPUC Project Manager and will introduce a replacement resource to keep project schedule on track. Team member changes or temporary replacements will be communicated with SFPUC project manager in advance.

For Motorola's general processes for coordinating and managing work activities to ensure the quality and accuracy of Motorola deliverables, please refer to Section 4.6.1, Implementation Overview, Section 4.6.1.9, Change Management Objectives, Section 4.6.1.6, Communication Plan, and Section 4.6.2, Statement of Work/Work Breakdown Structure, which detail our processes to ensure the quality and accuracy of deliverables per mutually agreed design. Motorola will not start implementing the project until SFPUC approves the design, Scope of Work and Project Schedule. If any technical conflicts and variances in deliverables are discovered, are communicated to the Motorola Project Manager to formulate a plan for correction. The Motorola Field Quality Manager will be involved throughout the implementation phase to ensure adherence to quality standards described Section 4.6.1.7, Quality Assurance/Quality Control Plan.

Motorola's dedicated project manager will be coordinating and managing work activities to ensure meeting project schedule, milestones and due dates per project cost. Any project schedule variances or cost variances and the resolutions to these variances will be communicated throughout the project during the bi-weekly project meetings. Please refer to Section 4.6.1.6, Communication Plan, Section 4.6.2 Statement of Work/Work Breakdown Structure, and Section 4.6.1.8, Change Management Plan for more details.

For more detailed information, please see Section 3, Project Team Profiles and Resumes included in this SOWSOW.

#### 4.6.1.6 Communication Plan

##### 4.6.1.6.1 Communication Plan and Communication Channels

Motorola uses a thorough communications management process for our projects. The advantages of Motorola's communications management process to the SFPUC are:

- Accurate measure of project success.
- Continuous access to status reports, schedules, and other key documents.
- Provides the field team with immediate fast-track issue resolution information.
- Avoids costly miscommunications.

An effective communications plan between the Motorola project team and SFPUC representatives is critical to the success of project implementation. Effective team integration occurs only when everyone is operating in a timely, effective manner, based on the same information.

Our experience as an integrator has led to an effective communications management approach that includes bi-weekly project status meetings scheduled by Motorola Project Manager post kick off meeting and publish the meeting agendas to discuss the status of project deliverables, status reporting, stakeholder oversight, risks or issues and the mitigation plans, any changes to the project, plans for next period, action items and assignments, punchlist review, document classification, and, online tools and repositories. The communication plan will define and formalize key meetings, their frequency and required attendees. This will provide SFPUC with meaningful and focused meetings

that accomplish the goals and objectives set prior to each meeting. Motorola Project Manager will document meeting minutes and will distribute to the SFPUC project team.

Motorola's communication plan will identify the key stakeholders and project team members on the SFPUC's project. Communication tools include email, status reports, phone, fax, and websites. These tools will be used by the project team to inform and report on progress during the project. Motorola's extranet site will also be used to store and retrieve all project documentation. SFPUC will have online access to project documents such as schedules, status reports, risk logs, requirements documents and change requests. Version control will ensure that the most current documentation and all past versions are available for review.

Status reports will highlight any potential issues and identify the action being taken to mitigate them. Action items will be assigned to individuals and completion dates will be tracked to ensure the items are completed. Status Reports will also be used to provide SFPUC with an accurate assessment of the progress of the project and give visibility to the resource requirements to complete the near term tasks. Action item lists will be maintained and updated to identify and quickly resolve identified items.

Punchlist will be created and maintained throughout the project implementation and can be related to any subsystem like site facilities, equipment, and acceptance tests. When project is about 90% complete and in optimization phase, Motorola PM and Motorola Technologist will work closely with the SFPUC team to maintain and assign items to responsible parties in order to resolve punchlist items before system acceptance. If the responsibility for resolving an item transfers to another person or group, a new entry will be added to the punchlist and the original entry will be appropriately noted. Any changes to the punchlist need to be reviewed and agreed to by both parties (Motorola and SFPUC) and updated during each bi-weekly status meeting.

#### 4.6.1.6.2 Project Issue Tracking and Reporting Procedures

Issues identified during the project will be recorded and tracked based on the following information:

- Problem description.
- Date opened.
- Owner.
- Corrective action plan.
- Due date.
- Status.

Issues will be resolved with the direct producer or the appropriate task leader, when possible; and those that cannot be resolved with the technical team or task leader will be elevated to the project manager. Issues that have been referred to the project manager will be reviewed weekly until they are resolved and items that have not been resolved in a timely manner will be escalated to higher levels of management.

#### 4.6.1.7 Quality Assurance/Quality Control Plan

##### 4.6.1.7.1 Introduction

Motorola is committed to being a trusted partner with our customers. Motorola Solution's (Motorola) senior leadership team and the Motorola's SFPUC project team are committed to delivering products, services and solutions that will enhance SFPUC's operations and meet or exceed SFPUC's expectations. MSI promotes a quality culture by fully engaging with all



stakeholders and using innovative ideas, systems, technologies and methods to ensure that the effectiveness of our quality management system continually evolves to meet the highest level of requirements and expectations. MSI's commitment to quality is rooted in our promise to ensure that customers are at the core of everything we do. MSI is committed to working with SFPUC's project team to adhere to the highest levels of quality management practices.

#### 4.6.1.7.2 Motorola Quality Policy

Motorola has included below, an established quality manual which states the general policies governing the Motorola Quality Management System. The MSI Quality Management approach supports the commitments made in our Quality Policy and ensures that the processes required to support those commitments are in place. These global policies define management's intended arrangements for managing our operations and activities in accordance with the framework established by ISO 9001:2015. These are the top-level policies representing the company's plans and protocols for achieving quality assurance and customer satisfaction.

#### 4.6.1.7.3 Motorola Quality Approach

A complex project like the SFPUC's is approached strategically by applying methods and measures to continually assess business performance across each project stage, including detailed system design, radio frequency coverage analysis, procurement, installation, test, and migration.

Motorola's System Integration Gates (SI-Gates) is the foundation of our strategic approach to project quality: SI-Gates is a disciplined but flexible framework supporting Motorola's project management methodology, activities and best practices across four development phases. The SI-Gates framework includes checkpoints and procedures to support:

- **Project Quality Management**—Quality management practices are embraced across the project to ensure that planning, design, configuration, testing and deployment meet agreed upon requirements. The goal is to provide objective guidance and to avoid misunderstandings that can occur in large and complex projects.
- **Quality Assurance**—Quality assurance (QA) focuses on the methods and processes being used to manage and deliver SFPUC's solution. These activities also help uncover causes of unsatisfactory results, implement corrective actions, and leverage lessons learned to avoid similar situations throughout the project's lifecycle.
- **Quality Control**—Quality control (QC) activities are performed to observe and verify that project management and project deliverables are of high quality and meet contractual obligations and applicable quality standards.

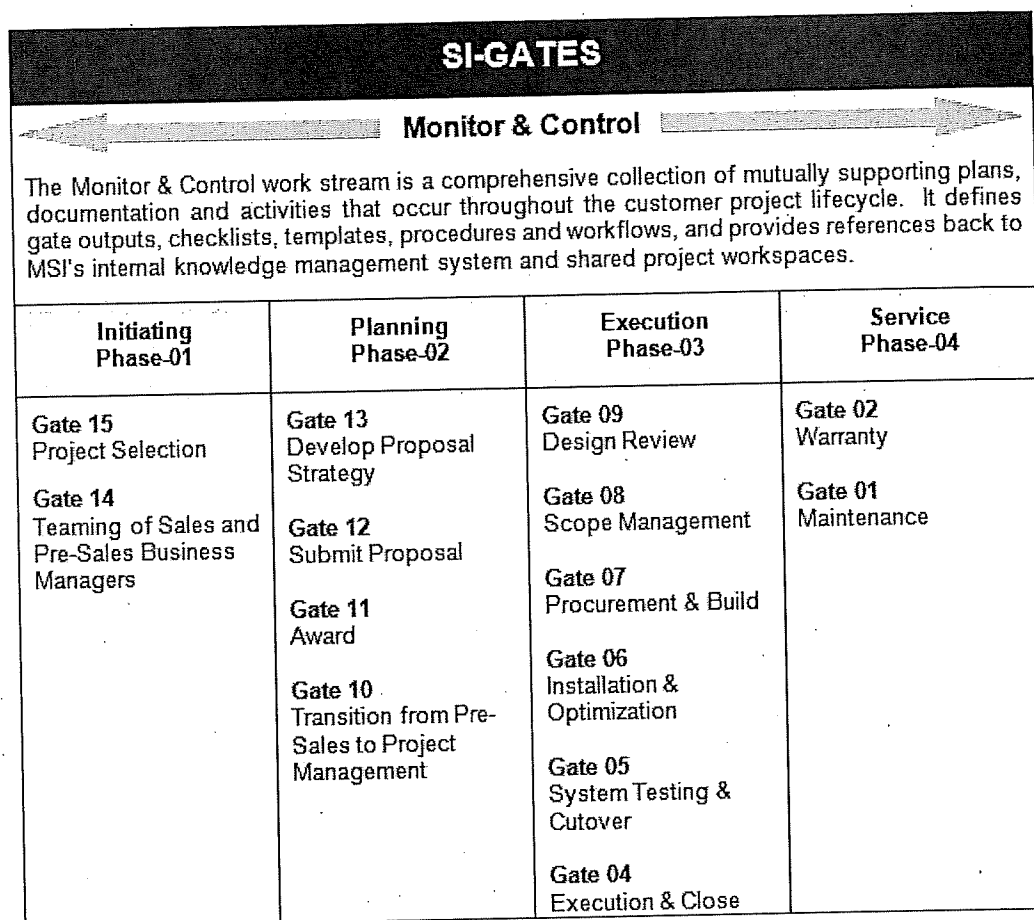
#### 4.6.1.7.4 Quality Framework

Each one of the four phases of SI-Gates is supported by quality checkpoints, and each process within each phase is supported by SIPOC (Supplier, Input, Process, Output, Customer) models that provide a high-level map of each process. The project team is able to use this model to ensure the completeness of each process and verify the quality of their work.

#### **Monitoring and Controlling Quality**

Spanning the four phases of the SI-Gates framework (phase 3 and 4 are relevant to project implementation) is the Monitor and Control work stream. Monitor and Control is not a phase. It is a comprehensive collection of mutually supporting plans, control measures, review points, documentation and activities that occur throughout the project's lifecycle. Motorola's Quality

Management System is infused throughout the SI-Gates Monitoring and Controlling function and represents an end-to-end focus on Quality. The SI-Gates framework is outlined in Figure 4-40.



**Figure 4-40: SI-Gates Framework**

This work stream defines recommended checkpoints and audit points to ensure the project meets or exceeds the minimal performance standards for quality.

#### 4.6.1.7.5 Steps and Procedures

Since Motorola's QMS is an end-to-end quality management system, the entire span of the project is monitored continuously for adherence to quality deliverables. Quality is assured through vigilance in active management techniques. This section outlines the Quality Control Plan (QCP) steps and procedures that will be used by Motorola in the implementation of the project from SOW through final acceptance.

The QCP for SFPUC identifies processes and activities that are monitored for quality metric compliance, represented below in Table 4-18.

**Table 4-18: Processes in Place to Verify Quality in Specific Implementation and Deployment Activities.**

<b>Deployment</b>	<b>System</b>	<b>Assurance</b>
System Design	<ul style="list-style-type: none"> <li>▪ System Requirements</li> <li>▪ Design Review</li> <li>▪ Site Design</li> </ul>	<ul style="list-style-type: none"> <li>▪ Compliance to Requirements</li> <li>▪ Joint approval</li> </ul>
Project Management	<ul style="list-style-type: none"> <li>▪ SI-Gates</li> <li>▪ Status Reports</li> <li>▪ Status Meetings</li> <li>▪ Project Schedule</li> <li>▪ Issue Tracking Log</li> <li>▪ Risk Analysis</li> </ul>	<ul style="list-style-type: none"> <li>▪ Supervision</li> <li>▪ Sample Inspection</li> <li>▪ Audits</li> <li>▪ Project Reviews</li> <li>▪ PMO Governance</li> <li>▪ Dedicated Master Schedule</li> </ul>
Civil Work/Site Construction	<ul style="list-style-type: none"> <li>▪ Blueprints/Drawings</li> <li>▪ National and Local Codes</li> <li>▪ Motorola R56 Standards</li> </ul>	<ul style="list-style-type: none"> <li>▪ Supervision</li> <li>▪ Sample Inspection</li> </ul>
Grounding/Electrical/Power Installation	<ul style="list-style-type: none"> <li>▪ Drawings/Electrical Plan</li> <li>▪ National and Local Codes</li> <li>▪ Motorola R56 Standards</li> </ul>	<ul style="list-style-type: none"> <li>▪ Supervision</li> <li>▪ Sample Inspection</li> </ul>
Network Equipment Installation	<ul style="list-style-type: none"> <li>▪ Motorola R56 Standards</li> <li>▪ System Design Diagrams/Documentation</li> <li>▪ Optimization Procedures</li> </ul>	<ul style="list-style-type: none"> <li>▪ Supervision</li> <li>▪ Sample Inspection</li> </ul>
Mobile/Portable Installation	<ul style="list-style-type: none"> <li>▪ Programming Templates</li> <li>▪ Installation Guides</li> </ul>	<ul style="list-style-type: none"> <li>▪ Supervision</li> <li>▪ Sample Inspection</li> <li>▪ Installation Logs</li> </ul>
System Acceptance	<ul style="list-style-type: none"> <li>▪ Equipment Verification</li> <li>▪ Feature/Functionality Testing</li> <li>▪ Coverage Testing</li> </ul>	<ul style="list-style-type: none"> <li>▪ Sample Inspection</li> <li>▪ Contract Review</li> </ul>

### **Design Analysis and Verification**

Customer Design Review (CDR) meetings will be held between Motorola and SFPUC to review the system design and project plan. The design and plan will be agreed upon and approved before the project proceeds.

### **Design Review and Approval**

The Design Review is structured for alignment with the schedule for deployment of the LMR systems. Design agreement and approval by SFPUC and Motorola will ensure a common understanding of system parameters and expected performance.

### **Design Changes and Document Control**

Any change in system design/project scope will be managed through a Change Order. The Change Order will be approved and signed by both Motorola and SFPUC. Key project documents will be controlled through a centralized file repository and these documents will have versioning control fields.

## **Procurement and Inspection**

Motorola will place factory orders for the system hardware and software that is being purchased for the Telecommunications system. Multiple sets of orders will be placed for LMR system components, based on the approval of the Final System Design.

## **Site Inspections, Improvements, and Development**

Site walks have been conducted for some of the sites. Sites that have not been walked include Marcial Peak, CCWD, Pelican and Intake Radio site, as well as many of the optional sites like the Watersheds. Motorola has included and will provide specific site improvements and site developments necessary for the sites that Motorola has had the opportunity to visit during SOW phase. The site improvements, site developments included in this project are listed in herein and were developed making specific assumptions which have also been listed herein. Variations from the improvements listed and the assumptions may result in change orders to the project depending on the size and scope of these changes.

Post site improvements/development site inspections will be conducted. All equipment locations will be audited for site readiness purposes and Motorola will prepare a Site Audit Report for each location.

### **4.6.1.7.6 Factory Staging**

A critical quality assurance step is factory staging of the LMR equipment at Motorola's Customer Center for Solutions Integration (CCSi), an ISO 9000 certified process. Staging equipment at CCSi will provide a central point, in a controlled environment, to test the functionality of the system and the proper operation of all critical components. Access to development engineering and Motorola's lab resources further enhance the benefits of staging. Since equipment cabling is factory made and tested, field installation and optimization cycle time will be significantly reduced while the possibility of introducing cabling errors during installation is virtually eliminated. Equipment is also labeled and inventoried at CCSi in an efficient and consistent manner in compliance with SFPUC's requirements.

## **Material Receiving, Storage, and Shipping/Equipment Inventory and Tracking**

Equipment packing list and inventory lists will be used to manage equipment logistics and warehousing. CCSi's bar coding system will be used to label all equipment shipped from CCSi. Shock sensors will be applied to sensitive equipment to determine if damage may have occurred during transit. The SFPUC Inventory and Maintenance Tracking subsystem will be used to track inventory as it moves from shipment through installation to reduce lost or missing equipment and build an asset database for keeping track of acquired assets consistent with SFPUC requirements.

## **Installation Personnel Training and Certification**

Motorola Installation personnel are trained on Motorola R56 installation guidelines.

## **Field Installation and Inspection**

Motorola local installation teams will install and Motorola's Quality Assurance Manager will inspect the equipment at the SFPUC sites as they are installed and commissioned.

## **Non-Conforming Products/Modules/Components**

Equipment that is found not to be in conformance with published specifications will be tagged, repaired, and/or replaced. Each non-conformance shall have a non-conformance record that will be included in the corrective action report.

## **System Testing and Validation**

The LMR master site equipment will be staged at Motorola's facility in Elgin, IL. Before the equipment leaves the staging facility, a number of pre-installation performance and functionality tests will be executed to verify that the system is operating properly, please see Section 4.6.2.7, Factory Acceptance Testing. After the equipment has been installed in the field, but prior to beneficial use, acceptance tests will be executed to verify that the system has been installed correctly and is ready for use. Through the use of the Requirements Traceability Matrix (RTM), the Project Team is able to correlate system design and performance parameters from design through testing and delivery for traceable requirements management.

## **Training and Certification of SFPUC Personnel**

Motorola will conduct customized training courses to thoroughly train agency personnel on the use of the system on the operation and support of the system. Motorola's training plan is further detailed in Section 4.6.6, Training Plan.

## **Implementation/Migration**

A detailed project schedule and migration plan will be created to document system installation and commissioning steps and milestones. The project schedule will describe how and when the site/equipment installations will occur. The migration plan will describe how and when users will transition to the new system and when it will be put into service.

## **Project Documentation**

Various documents will be used throughout the project lifecycle. The actual project templates and documentation used to verify the adequacy of the actual processes and procedures used to develop and/or deliver products/services will vary based on specific project needs. Please see SOW Section 4.6.2.1, Project Initiation and Kickoff Meeting.

### 4.6.1.7.7 Monitoring Methods

#### **Quality Monitoring**

Quality monitoring is performed throughout the project lifecycle. This section details monitoring methods employed by Motorola to ensure a consistent quality focus during the project.

#### **Quality Monitoring**

During the project, our Project Manager with the help of our QA management team will audit the project team to ensure processes are being followed. The following audit information is monitored and reported on a regular basis by Motorola Project Manager to the project team.

- Manage and track daily progress of team members and subcontractors.
- Identify potential risks or issues that may cause delays and assure that mitigation plans are identified.
- Monitor risk items and to determine the status.
- Conduct lessons learned reviews at prescribed points during the project to improve the project performance.
- Monitor the SFPUC training plans.

Additionally, Motorola's Project Manager will be directly involved in the Risk Management, Problem Resolution, and Failure Review Board processes.

## Quality Audits

Quality Audits will be performed by the Motorola Project Manager on at least a bi-monthly basis. The quality audits will be used to verify that the project team is following prescribed processes/procedures and to develop corrective/preventative actions. The audit takes into consideration the status and importance of the processes and areas to be audited, as well as the results of previous audits.

Table 4-19: Quality Audits and Review Opportunities.

Project Quality Audit Review	Purpose	Planned Frequency
Documentation Reviews	Review of the projects' management plans and other project documentation to determine if the project's documentation standards are being followed.	Bi-Monthly (more frequently if needed)
Quality Audits	Project deliverables subject to quality audits and reviews <ul style="list-style-type: none"> <li>- Master Project Plan</li> <li>- Risk Management Plan</li> <li>- Communication Management Plan</li> <li>- Document Management Plan</li> <li>- Configuration Management Plan</li> <li>- Cost Management Plan</li> </ul>	Bi-Monthly (more frequently if needed)

Other reviews and audits may be held throughout the course of the project. Such reviews will be held on an as-needed basis and may include reviews of contractor plans and processes.

## Testing

For this project the key final products are the final fully functional LMR system. System quality will be verified by testing the parameters agreed to in the final System Design, as specified in this Appendix F.

## Factory Staging and Test

Motorola's staging process was introduced in 1994 and has proven to be a value-added process for both Motorola and our customers. By staging customers systems in a controlled environment and executing system functionality tests prior to shipment, Motorola and our customers have been able to capitalize on the benefits of reduced implementation cycle time, decreased costs, higher quality, and improved satisfaction with our solutions.

## Site Audits

Following the completion of work--i.e. installation of the required system--a member of the Motorola field team shall audit each site to confirm workmanship standards have been adhered to. The audit activity shall be conducted against the Compliance Audit documentation and records of findings retained as Quality Records.

### System Acceptance Tests

Motorola and SFPUC representatives will perform agreed-upon tests to confirm that the system functions as expected. Deficiencies and/or non-conformances found during the test will be recorded and tracked via Punchlist until resolution.

### System Coverage Acceptance Tests

Motorola and SFPUC representatives will perform agreed-upon tests to confirm that the system coverage meets the coverage expectations and coverage prediction included in SOW Appendix B, Section 4.2.3.2, Coverage. If any coverage deficiencies found during the test will be recorded and tracked via Punchlist until resolution.

### Software Regression Testing

General Regression testing occurs in a lab environment for each release to verify functionality inherited from prior releases. This testing verifies existing or prior functionality is maintained as new features and repairs are added to the system. This testing is spread across all supported site types, bands, and platforms.

### **User Transition**

Preparation for transition to operation on the new SFPUC system began in the SOW phase, with a high level user transition plan. Additional details and modifications are made to this plan during the Design Review, providing sufficient detail for SFPUC to proceed with a deeper understanding of the impact to users on the transition process. Final details of the transition to service plan will be finalized prior to the commencement final system acceptance. SFPUC and Motorola will conduct a Readiness Review prior to moving users to the new system to ensure the transition to the new system is smooth.

### **Corrective Action**

Because the Quality Control Plan is integral with all phases of the SFPUC project, the quality assurance team's intimate involvement with each project phase will keep them immediately aware, in real-time, of all potential quality assurance issues and the process each is following toward resolution. In this manner they will be able to perform on-site validation in a non-intrusive manner.

### **Performance Reliability Test Period**

The Final System Acceptance Test shall include a Performance Reliability Test in the agreed period of actual use by SFPUC to verify that system availability and all other requirements set forth in this agreement for the SFPUC Solution have been met or exceeded. The Final System Acceptance Test shall include, but is not necessarily limited to verification of the following criteria:

- Non-Critical Failure.
- Critical Failure.
- Major Critical Failure.
- Non-System Operational Failure.

The complete SFPUC system will be tested and monitored for the entire performance reliability test duration. The Project Team will respond to and resolve any problems, according to the agreed period. The problems will be categorized as major and minor, based upon agreed definitions. If a major failure occurs, correct the problem and re-start the test. If a minor failure occurs, correct the problem, and continue the performance reliability test period. A final written report will be submitted to SFPUC after the successful completion of the Performance Reliability Test. All items on SFPUC's punchlist, plus all failures uncovered during this test, will be prioritized, and an Action

Plan will be generated which addresses each failure. For the description of the failures, please refer to Section 4.6.2.16, 90-Day Operational Burn In.

Final Acceptance will occur after System Acceptance and when all deliverables and other work identified on the punchlists have been completed. When Final Acceptance occurs, the parties will memorialize this final event by so indicating on the System Acceptance Certificate.

### **Problem Resolution Process**

The Motorola Team has a rigorous Global Motorola Technical Notification (MTN, formerly known as Failure Review Board or FRB) process to resolve product issues effectively and to avoid schedule delays. The MTN process provides for both hardware and software problem technical issue identification and continuously tracks their resolution from design changes through upgrades to delivered systems.

The MTN is the mechanism triggered whereby systemic product or system defects without an immediately known solution are identified, tracked, prioritized and communicated to insure a timely resolution. A three-phase process of characterization, resolution, and implementation identifies the solution that is then certified through box-level regression testing and actual system integration testing. Then MTN delivers the solution to apply it to the original complaint. Proactive documentation modification occurs, and other systems and customers who may be affected are alerted via Technical Notification Bulletins and Service Repair Notes.

The initial and parallel performance of an Impact Study and a Root Cause Study prioritize the issue in both pending and completed work and assess the issue for systemic nature. The outcome of these steps generates a Punch List for hardware re-work, documentation revision, re-training, and possible referral to the MTN Board. Upon resolution, the issue is closed upon SFPUC's approval.

Motorola's Problem Resolution Process is shown in Figure 4-41.



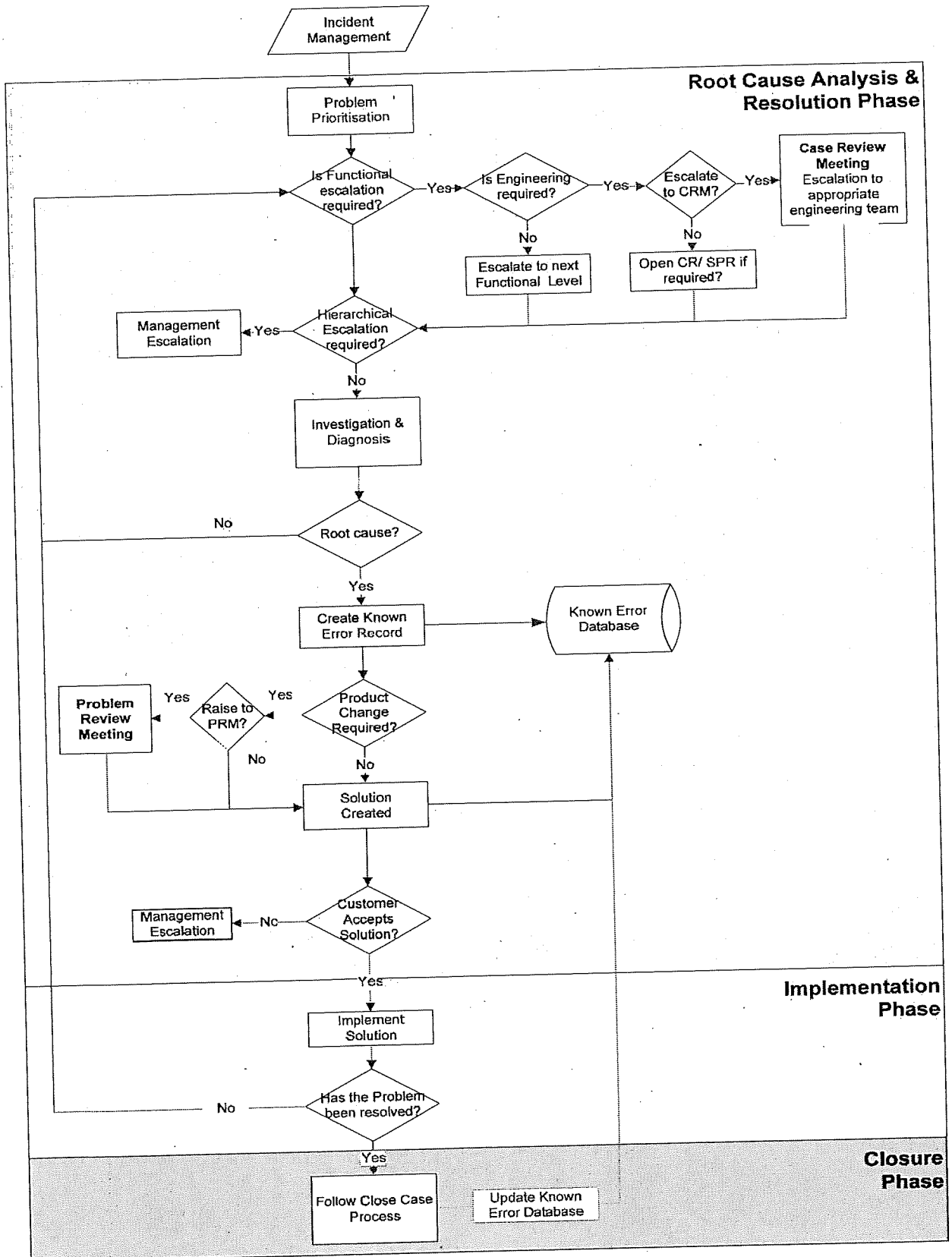


Figure 4-41: Motorola's Problem Resolution Process.

### **Frequency of Monitoring**

Quality is monitored continuously by the quality team with formal quality audits conducted at least on a bi-monthly basis. If results dictate, more frequent audits can be scheduled.

#### 4.6.1.7.8 Samples of Monitoring Forms

##### **QA Checklists**

The QA Checklist contains a list of key deliverables and the status of the respective deliverable. A detailed checklist shall be maintained through the SI-Gate process/tools.

##### **Risk Mitigation Plan**

The responsibility for development and implementation of a mitigation plan as needed to reduce the risk to an acceptable level lies with Motorola's Project Manager. Motorola's approach to risk management and mitigation is to proactively anticipate risks and identify mitigation plans before the risks are realized. Risk mitigation plans will address the following:

- Description of risk.
- Impact statement.
- Workarounds/alternative courses of action.
- Fallback positions.
- Recommended course of action.

The Risk Mitigation Plan will be jointly developed and managed by SFPUC and Motorola, and will include SFPUC-only risks that could impact the successful completion of the project.

##### **Issues/Non-Conformance Tracking and Reporting Procedures**

- Issues/non-conformances identified during the project will be recorded and tracked. Tracking information should include the following minimum information: problem description, date opened, owner, corrective action plan, due date, status.
- Issues/non-conformances will be resolved with the direct producer or the appropriate task leader, when possible.
- Issues/non-conformances that cannot be resolved with the technical team or task leader will be elevated to the project manager.
- Issues/non-conformances that have been referred to the project manager will be reviewed weekly until they are resolved. Items that have not been resolved in a timely manner will be escalated to higher levels of management.

## Requirement Traceability Matrix (RTM)

Motorola uses the RTM to ensure design requirements are present and functional in the delivered system (Figure 4-42).

CUSTOMER NAME AND PROJECT NUMBER									
Requirement Traceability Matrix									
Requirements	Source Document	Section Number or Page Number	Inspection	Demonstration	Test	Analysis	Verification Document	Verification Test Procedure	

Figure 4-42: Motorola's Standard Requirements Traceability Matrix Ensures that each RFP Specification is Tracked and Included in the System Design.

This process will clearly identify the SFPUC technical requirements, their conversion to hardware and subsystem design modules, and the resultant test procedures. Motorola will use the RTM to track the RFP requirements to the acceptance test procedures. Motorola will work with SFPUC to identify and define the Acceptance Test Procedures during detailed design review phase of the project.

Table 4-20: Fields of a Typical Requirements Traceability Matrix.

Field	Function
Requirement Number	Requirement tracking number
Requirement Statement	Verbiage explaining requirement
Source Document	Reference to the document from which the requirement was stated
Section Number or Page Number	Section or page number in the source document where the requirement exists
Status	Status of the requirement at a given date
Verification Method	How the requirement will be verified (i.e. inspection, demonstration, test, or analysis)
Verification Document	The document used to verify the requirement (i.e. specification sheet, acceptance test plan, etc.)
Verification Test Procedure	If a requirement can be proven through a test procedure, this references the actual test

The fields of the RTM can be modified or expanded to provide more detail depending on SFPUC's needs and the finalized scope of work. This SFPUC-specific RTM will be produced during the Design Review Phase of the project. As different phases of the project progress, the RTM will be updated to document the status of each requirement, as well as any changes that have occurred.

## Quality Tools and Process Improvement

Upon the detection of a product or process issue, Motorola will engage the appropriate resources and leverage various quality tools (8D, FMEA, Process Mapping, DMAIC, etc) to identify and implement a solution. Lessons-learned meetings will be conducted, as needed, and the QA manager will document results from an independent perspective. Follow up work sessions will be scheduled with the Project Team to assure that any identified improvement opportunities are adequately addressed and the lessons learned are incorporate Motorola's overall continuous improvement activities.

In addition, process variances that are identified and discussed during the aforementioned meetings, reviews, quality checkpoints, and quality assurance audits will be incorporated into the appropriate process improvement channels such as Motorola's Technical Notification process, Product/Program Management processes, SI-Gates Framework Maintenance, and the Services DSS Continuous Improvement Project Process.

The project team will identify and leverage overall Motorola best practices and other resources available nationally to assist with issues they are or will face during the project.

### Method of Recordkeeping

The QA team will continuously measure and track performance against the program's documented requirements. These reports will consist of the following:

- Regular reports regarding project status.
- Monthly risk meetings with SFPUC stakeholders, immediate response if a risk item becomes an issue.
- Executive status meetings with SFPUC stakeholders as determined by the SFPUC project team.

Additionally, discovered deficiencies will generate an immediate report to initiate the Problem Resolution Process. Constant reporting will focus on possible project schedule impact, requirement changes, failures, and corrective action plans.

## 4.6.1.8 Change Management Plan

Motorola's Change Management Plan includes elements of Scope, Cost, Schedule, Risk, Quality, Communications, and Subcontract Management to minimize the need for changes and is utilized on all of our projects, regardless of size. At a high level, Motorola's approach to Change Management is focused on the consistent application of the elements that make up Motorola's Project Management Methodology:

- **Quality Management:** The project and its deliverables meet Motorola's exacting standards and all SFPUC requirements for quality and performance.
- **Scope Management:** The scope of the project will be managed through the change management process to ensure that any changes in scope are identified and the impact of those changes are communicated and approved prior to implementation. Motorola will manage the scope of the SFPUC's project following the same rigorous scope and change management processes to ensure the SFPUC's project is completed on time and on budget.
- **Risk Management:** Motorola's risk management process keeps the potential risks highlighted during the project. As a risk item is eliminated, it is removed from the list, any new risks are added and mitigation plans are developed to minimize the impact of an event to the project.
- **Schedule Management:** Schedules are utilized to manage resources, equipment, subcontractors, and tasks on the project. The schedule management process shows the status of each task and

allows the project manager to allocate resources as needed to ensure timely completion of all tasks. This allows optimal use of project resources and reduces the possibility of delays.

- **Communications Management:** Keeps all project stakeholders informed of the status of the project and enables them to get timely information regarding the project progress. Communications Management ensures all team members are kept informed of the upcoming tasks and assignments so they can provide feedback to improve the project performance.
- **Subcontractor Management:** Motorola's subcontractors are critical to the success of the SFPUC's project and are managed as team members and key contributors. Their experience and expertise enables Motorola to provide SFPUC with world-class technologies and implementation while keeping the project cost-effective and predictable.

Motorola will do the best job possible to understand the requirements and needs of the SFPUC and its users up front so that a system solution is designed to meet those needs and requirements with as little need for change as possible. For the SFPUC, that process already began with this SOW, and will continue with regular meetings and dialog through all system design, design review, and design approval phases, implementation, testing, acceptance, initiation into service, and the maintenance phase. With even the most rigorous process, some changes are inevitable, and Motorola has a comprehensive Change Management Plan in place to streamline the change management process. This section will detail Motorola processes used to manage change during implementation of the SFPUC System.

#### 4.6.1.9 Change Management Objectives

Motorola's project philosophy is to invest in the pre-contract efforts to understand the SFPUC's objectives from the initiation phase of the SOW and to utilize our proven advanced tools to develop a system design, scope of work, and realistic schedule that matches these objectives up-front. This will minimize change orders that can improve cost and schedule performance during implementation.

The objective of Motorola's Change Management Plan is to manage the project scope and ensure compliance to project timelines and budgetary requirements. We ensure our understanding of SFPUC needs, goals, objectives, and any special circumstances which need to be addressed to ensure the success of the project.

#### 4.6.1.10 Stakeholder Participation Strategies in Proposing and Prioritizing Changes

During the design review, SFPUC and Motorola will optimize the phased implementation approach to save time and cost while meeting the needs and requirements of the SFPUC. Motorola will provide guidance and cost-effective solutions that anticipate not only the current needs and requirements but also allow for enhancements to meet the SFPUC's future needs.

Throughout this interactive process, SFPUC will be afforded opportunities for participative involvement in cost savings, risk mitigation, and the change management process. SFPUC will have ongoing visibility to the project schedule with the ability to make informed decisions regarding any requested changes during the project.

#### 4.6.1.11 Effective Change Management

Once the project design review is completed and design is approved by SFPUC, Motorola will maintain effective change management during the project to capture the impact of any proposed changes to the requirements during implementation. Motorola will collaborate with SFPUC to determine the impact of any change request with respect to scope, cost, and schedule. Our approach

(Figure 4-43) enables us to respond quickly to project changes, adapting our delivery schedule, resource allocation scheme, and individual task assignments when a scope change is required.

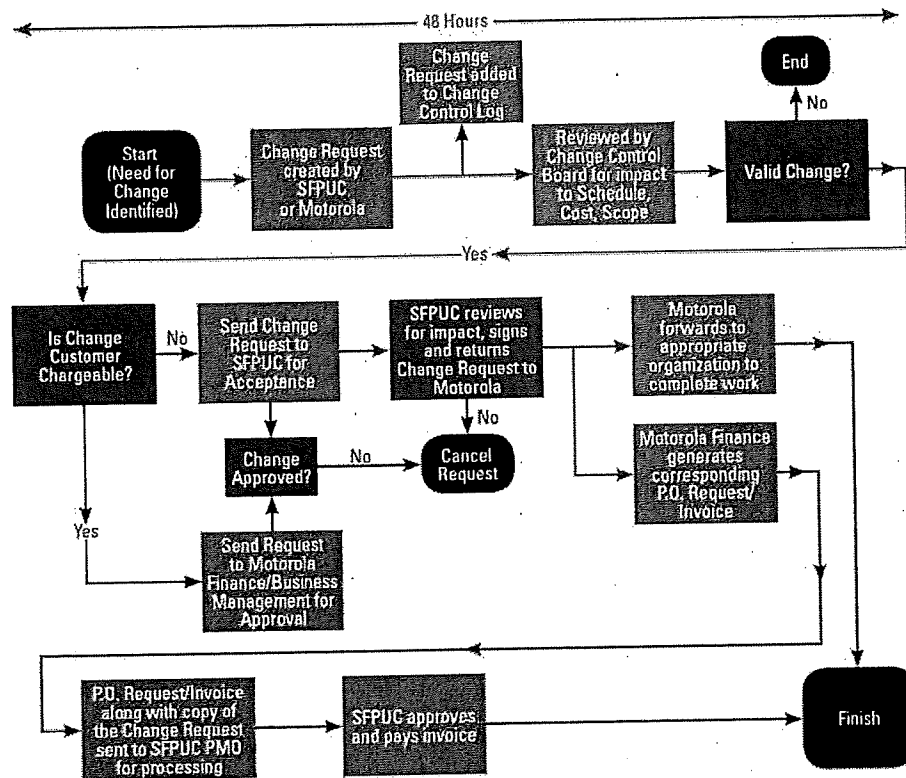


Figure 4-43: Change management process flow

#### 4.6.1.12 Change Order Plan

During execution of a project, contract modifications may arise to accommodate changes in scope. Either party may request changes within the general scope of the contract. If a requested change causes an increase or decrease in the cost or time required to perform the contract, Motorola and SFPUC will agree upon an equitable adjustment of the Contract Price, Performance Schedule, or both, and document it as a part of the Change Control Plan.

If a requested change causes an increase or decrease in the cost or time required to perform the contract, Motorola and SFPUC will agree upon an equitable adjustment of the contract price, performance schedule, or both, and will reflect such adjustment in a Change Order. Neither party is obligated to perform requested changes unless both parties agree to the written and signed executed Change Order.

The Change Order will contain the following information: change order number, contract number, and date of the contract, detailed description of the change, contract price adjustment, and contract schedule adjustment. Once either party submits a Change Order request, the receiving party will have 10 business days to respond to the request.

### 4.6.2 Statement of Work/Work Breakdown Structure

The following sections define in detail the expected project phases for the planning, design, manufacture, installation, optimization, and testing of the infrastructure and radio subscribers

purchased by the SFPUC. Each phase of the project defined by this Implementation Plan includes a Responsibility Matrix. These matrices define the responsibilities both of Motorola and of SFPUC, and details the tasks and deliverables for each phase. Tasks described in this Statement of Work are meant to define the Stage or order in which each task or group of tasks occurs. In some cases, such as installation, tasks for one subsystem occur in different Stages of the project, depending on which subsystem is being installed. The scheduled dates of tasks are depicted in the detailed project schedule located in Appendix G.

This SOW will serve as the baseline SOW for post-contract activities. During the detailed design development process, Motorola will work with SFPUC to finalize the Statement of Work. Deviations and changes to this Implementation Plan are subject to mutual agreement between Motorola and SFPUC, and will be addressed in accordance with the change provisions of the Contract.

#### 4.6.2.1 Project Initiation and Kickoff Meeting

The project initiation phase includes the kickoff meeting, Preliminary Design Review, post-kickoff meeting activities, and the Detailed Design Review process, all of which will enable SFPUC and Motorola to develop the final system design. Once the contract is executed, Motorola's Project Manager will initiate the implementation process with a project kickoff meeting. The objectives of this meeting include:

- Introduction of the Motorola and SFPUC's Project Manager as the single point of contact with authority to make project decisions.
- Introduction of all project participants.
- Review of the overall project scope and objectives.
- Review of the resource and scheduling requirements.
- Review the project schedule addressing milestones and key deliverables.
- Review of the Project Management Plan and processes.

Motorola will confirm all site locations and complete all site permitting (if required). Site Acquisition and Zoning for all sites used in this SOWSOW will be provided by SFPUC.

Motorola will assist SFPUC with negotiate leasing with site owners. Motorola cannot ensure site owners will accept SFPUC terms. SFPUC is responsible for securing the sites lease. The cost of the lease will be paid by SFPUC and is not part of this SOW .

This task is considered complete when the Project Kickoff Session has been held with Motorola and SFPUC representatives in attendance, and when project scope, schedules, procedures, roles and responsibilities have been documented and agreed upon. After the kickoff meeting, Motorola will meet with SFPUC's project team to review in detail and agree upon the overall system design, identify any special product requirements and their impact on system implementation, and refine the system implementation plan and detailed documentation. During the Design Review, Motorola will work with SFPUC to confirm the design and provide the following deliverables for review and approval:

- Project Schedule.
- Statement of Work.
- System Description.
- Site Improvement and Development.
- Site Layout Drawings.
- Shelter floor plan drawings.

- Rack Elevation Drawings.
- System Block and Level Diagrams.
- Power Calculations.
- Antenna Network Diagrams.
- Coverage Maps.
- TX Combiner Plan.
- Preliminary Transition Plan.
- Equipment List, including Subscriber Radios & Accessories.
- FATP and CATP.
- Training Plan.

Responsibilities and deliverables for Motorola and SFPUC during the Design Review phase are defined in Table 4-21.

**Table 4-21: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Initiate SFPUC project with a Kick Off Meeting.	Motorola and SFPUC	Documented project personnel names, responsibilities, contacts, and project review procedures.
Begin creating Change Management Plan.	Motorola	Initial Change Management Plan.
Define format of the Issues and Action Item Log.	Motorola	Initial Issues and Action Item Log.
Review change control procedures with SFPUC Project Manager.	Motorola	Initial Change Control Plan.
Work with Motorola personnel in finalizing and approving the Change Control Plan.	SFPUC	Approved Initial Change Control Plan.
Develop a communication plan to address the types of communication that will be established such as the weekly status meetings and status reports. The communication plan will also indicate the appropriate points of contact for different types of communication.	Motorola and SFPUC	Communications Plan.
Provide current system documentation.	SFPUC	SFPUC's Existing System Documentation.

#### **Completion Criteria**

This task is considered complete when the Project Kickoff Meeting has been held with Motorola and SFPUC representatives in attendance, and when project scope, schedules, procedures, roles and responsibilities have been documented and agreed upon.

#### **4.6.2.2 Customer Detailed Design Review**

The Customer detailed design review's goal is to finalize the design of the P25 network, including backhaul. The steps outlined below are included in this effort.



After the Project Initiation and Kickoff Meeting, Motorola will meet with the SFPUC's project team to achieve written agreement on the final system design, identify any special system or product requirements and their impact on system design or implementation, identify final radio subscriber unit counts and configurations, and refine the system implementation plan and documentation.

Motorola's comprehensive system design in this SOWSOW will serve as the baseline design for the Design Review. SFPUC and Motorola will review and finalize the system design through analysis of the system functionality, and end-user requirements, as mutually agreed upon by Motorola and SFPUC.

#### 4.6.2.2.1 Document List

Motorola will provide draft and final versions of the following documents to SFPUC for review and approval:

- Document index.
- Project schedule.
- Implementation Plan (Statement of Work).
- System description.
- Site Improvement and Development Plan.
- Final design of backhaul system:
  - Microwave system description.
  - Microwave network maps.
  - Microwave path analysis for each hop.
  - DC power consumption data (based on measured values).
  - Traffic cutover plan.
- Final design of land mobile radio system.
- Equipment lists.
- Coverage maps based on final site selection and quantity.
- Frequency plan.
- FCC licensing.
- System block and level diagrams.
- Drawings:
  - Site layout drawings.
  - Shelter floor plan drawings.
  - Tower elevation/antenna placement diagrams.
  - Antenna System diagrams, including combiners, tower top amplifiers and receiver multicoupler systems.
  - Rack elevation drawings.
- Site equipment Information:
  - Power consumption data (based on measured values).
  - Site heat output data (based on measured values).
  - Site alarm definition.
- Radio subscriber design:
  - Radio subscriber equipment lists.
  - Draft subscriber programming templates.
- DC power system description.
- Radio Management Subsystem Description.
- Asset Management Subsystem Description.

- Conventional Repeater Sites Description.
- Fixed DVRS Conventional Repeater Sites Description).
- Testing plans:
  - Land mobile radio system factory acceptance test plan.
  - RF coverage acceptance test plan (CATP).
  - Functional acceptance test plan.
  - 90-day operational burn in plan.
- System optimization plan.
- Portable radio programming plan.
- System administrator documentation and system programming parameters.
- Final implementation plan.
- User manuals.
- Site and installed equipment survey.
- Training plan.
- Final transition plan—FNE and radio subscribers.
- Quality assurance and quality control plan.
- System operation and maintenance manuals.
- User training plan and sample of training materials.

During this period, Motorola and SFPUC will have the following responsibilities as shown in Table 4-22.

**Table 4-22: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Review baseline design with SFPUC. Motorola and SFPUC will participate in a series of meetings where the baseline design will be reviewed.	Motorola	Review of Baseline Design.
Finalize the design. Based on the design feedback from SFPUC, Motorola will present the final design documents listed above.	Motorola	Final Design.
SFPUC will approve the Final Design.	SFPUC	Final Design Approval.

### **Completion Criteria**

This activity is complete when all documentation and detailed documents have been delivered to SFPUC, reviewed and approved by SFPUC, and signed by the designated representative from SFPUC. After acceptance, Motorola will schedule all factory orders for shipment to meet the approved project schedule. Each of the specific design activities associated with developing these design documents is described in the following section. Some detailed design development activities will involve the review and finalization of multiple documents.

Note: The following sections provide additional details for finalizing the major deliverables for the detailed design document.

#### 4.6.2.2.2 Finalize Backhaul System Design

Motorola will finalize the microwave design based on the final site configurations and physical path surveys. Design activities will include development of final equipment lists, site specific drawings

(including rack profiles and wiring diagrams), traffic plans, network management system plans, and system synchronization plans, as well as DC power requirements.

Motorola will explain and document all engineering assumptions and performance validation data for site links. This will include software modeling for path engineering, review of map or topographic data used in the model, and all assumptions used in determining optimal path configuration.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-23.

**Table 4-23: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
The microwave design will be adjusted based on the physical site locations and dish locations on the towers.	Motorola	Microwave Design.
Motorola will conduct a single set of physical path surveys for new microwave links. The microwave design will be finalized and guaranteed once physical path surveys have been conducted. Any changes resulting from the physical path surveys are considered a change in scope from the baseline.	Motorola	Physical Path Surveys.
Motorola will consult with SFPUC to establish existing traffic requirements and circuiting technology presently being used, and establish the NMS plans for the microwave radio network. Planning for both the bandwidth requirements of the P25 radio system and supporting systems.	Motorola	NMS Plan.
Motorola will work with SFPUC to develop a comprehensive provisioning plan for the microwave transport overlay. The microwave infrastructure equipment in the system will be configured based on this provisioning plan. During system implementation Motorola will revise the provisioning plan as necessary.	Motorola	Backhaul Provisioning Plan.
Development of all programming templates for the microwave equipment.	Motorola	Backhaul Programming Templates.
Motorola will create site plan drawings with major landmarks shown, provide final path calculations and path profiles for each hop, identify locations of possible sources of spectral reflection or interference and identify the required antenna size, type and mounting height.	Motorola	Site plan drawings. Path Calculations and Profiles. Antenna specifications and Mounting Heights.
Motorola will submit the final design to SFPUC for approval.	Motorola	Final Microwave Design.
Review and approve the final Backhaul Design.	SFPUC	Approval of Final Microwave Design.

**Completion Criteria**

This task is considered complete upon SFPUC’s acceptance and approval of the Microwave design.

4.6.2.2.3 Finalize Radio Coverage Design

During the detailed design development process, and as part of the finalizing of the LMR design, Motorola will work with SFPUC to review the coverage maps included in Appendix D Coverage Maps SOW and finalize the radio system coverage design based on any changes to the sites by SFPUC. Motorola will analyze the coverage and evaluate frequency compatibility to aid SFPUC in finalizing radio sites and radio site configurations.

Motorola will confirm all site locations and complete permitting (if required).

Responsibilities and deliverables for Motorola and SFPUC during the Coverage Design phase are defined in Table 4-24.

**Table 4-24: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Motorola and SFPUC will review the coverage and site locations.	Motorola and SFPUC	Agreement of site location and configuration.
SFPUC will identify all assets that should be considered within the coverage design, including: <ul style="list-style-type: none"> <li>- Existing and Potential Sites.</li> <li>- Frequencies.</li> <li>- Existing Microwave.</li> </ul>	SFPUC	Finalized SFPUC Assets.
Where existing facilities will be used, SFPUC will provide the facilities required to accommodate the RF site equipment and antenna systems.	SFPUC	Approval for Site RF Equipment location & space and Antenna locations on the Towers.
Motorola will incorporate design limitations based on SFPUC’s requirements for FCC licenses.	Motorola	Incorporate licensing input to RF design.
Coverage Design: <ul style="list-style-type: none"> <li>- Motorola and SFPUC will define the coverage and site requirements as defined below.</li> <li>- Motorola will create coverage maps for the RF system for presentation to SFPUC that illustrate the predicted coverage.</li> </ul> The Motorola project team will review all of the coverage predictions with SFPUC’s team.	Motorola	Finalized portable and portable in-building coverage maps for SFPUC system.

**Completion Criteria**

This task is considered complete when final coverage maps have been submitted to SFPUC.

#### 4.6.2.2.4 Frequency Plan and Loading Analysis

Motorola and SFPUC will work together to finalize the frequency plan and loading requirements for SFPUC system. Motorola will evaluate frequency compatibility based on the frequency assets identified for use within the system based on the desired coverage and loading. These steps will be a defined process to aid SFPUC in finalizing the system configurations.

Responsibilities and deliverables for Motorola and SFPUC during the frequency plan and loading analysis activities are defined in Table 4-25.

**Table 4-25: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
SFPUC will confirm the list of frequencies identified by Motorola for use within the system	Motorola and SFPUC	Agreement on the frequency list.
Motorola will evaluate each site within the coverage design for its compatibility with the identified frequencies. Frequency compatibility with the identified sites will drive the configuration of the final antenna systems.	Motorola	Evaluation of Frequency Compatibility with Sites.
Motorola will execute an intermodulation analysis, based on a computer model, and identify any IM hits based on that analysis. Motorola will make recommendations to SFPUC to alleviate IM problems that are discovered through this process.	Motorola	Computer Based Intermodulation Analysis & Other SFPUC Frequency Recommendations.
Motorola will recommend a frequency plan based on the analysis of the channels provided for use within the system, the coverage requirements, and the loading requirements.	Motorola	Frequency plan for SFPUC
SFPUC will provide a list of agencies and a radio count for the initial system build out and the eventual SFPUC radio count.	SFPUC	Unit count for SFPUC
Motorola and SFPUC will mutually agree upon loading parameters for use in the loading analysis. Parameters may be based on data from SFPUC system or typical public safety parameters.	Motorola and SFPUC	Loading Parameters.
Motorola will update the loading analysis based on the coverage and frequency plans, together with the loading requirements and parameters. Motorola will review the loading analysis with SFPUC.	Motorola	Loading Analysis.

#### **Completion Criteria**

This task is considered complete when the frequency plan is finalized and ready for the preparation of the FCC licenses.

#### 4.6.2.2.5 Finalize Space, Power and HVAC Requirements

Motorola will work with SFPUC to finalize space and power requirements for the sites based on the agreed upon design as a part of finalizing the backhaul and LMR designs.

Prior to the finalization of space and power, requirements, Motorola will have finalized the system design jointly agreed upon by SFPUC and Motorola, including:

- The overall system configuration and architecture.
- The number of microwave sites and their location.
- The DC power systems.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-26.

**Table 4-26: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Provide floor layout and rack elevation drawings with associated transition plans for each site.	Motorola	Floor Layout and Rack Drawings. Site Transition Plans.
Provide actual measured power consumption and heat output data rather than specification sheet data in order to comply with the requirements of this task.	Motorola	Power Consumption and Heat Output Calculations.

#### **Completion Criteria**

This task is considered complete upon SFPUC's acceptance and approval of the space, power requirements.

#### 4.6.2.2.6 Site Surveys

Motorola will work with SFPUC to facilitate final site surveys in order to finalize the system design. In some instances these sites walks will occur in a later Stage to verify site readiness after site improvements and site development activities are completed.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-27.

**Table 4-27: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Site Walks: Motorola will conduct site walks for all sites including the Dispatch Centers to make sure sites are ready for SFPUC System installation.	Motorola	Site Audits.

#### **Completion Criteria**

This task is considered complete upon SFPUC's acceptance and approval of the space and power requirements.

#### 4.6.2.2.7 Finalize Design for all Offerings

Motorola will work with SFPUC to finalize the requirements and design of the subsystems purchased. Final design documents will be submitted to SFPUC for review and approval.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-28.

**Table 4-28: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Motorola will finalize and submit the design documents for the Asset Management Subsystem to SFPUC for approval.	Motorola	Asset Management Subsystem Design
Motorola will finalize and submit the design documents for the Radio Management Subsystem to SFPUC for approval.	Motorola	Radio Management Subsystem Design
Motorola will finalize and submit the design for the Conventional Repeater at SVWTP and Intake Radio Site.	Motorola	Conventional Repeater Sites
Motorola will finalize and submit the design for the Fixed DVRS Conventional Repeater Sites.	Motorola	Fixed DVRS Conventional Repeater Sites
SFPUC will review and approve the final Asset Management Design.	SFPUC	Approval of Final Design for Asset Management

#### 4.6.2.2.8 Finalize Transition Plan (Cutover Plan)

The implementation of SFPUC radio system will require a detailed transition plan for a smooth transition from the existing radio systems of SFPUC to the new radio system. During the Design Review, a detailed cutover plan will be developed. As the implementation proceeds, further detail will be incorporated into the transition plan.

Individual cutover plans will be developed for the system including:

- Fixed radio equipment.
- Connection to the San Francisco Master Core.
- Microwave network equipment.
- Dispatch operations.
- User radio fleets.

Responsibilities and deliverables for Motorola and SFPUC during the Develop Cutover Plan phase are defined in Table 4-29.

**Table 4-29: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
SFPUC will provide existing system, dispatch, vehicle, and user information which must be taken in to account in developing the detailed cutover plan.	SFPUC	Existing system, dispatch, vehicle, and User Information.
A frequency cutover plan will be mutually agreed upon, which identifies when specific channels will be moved from operation within the existing system to operation on the new system (if any is in operation).	Motorola and SFPUC	Frequency Cutover Plan.

Task	Responsibility	Deliverable
The high-level SFPUC System cutover plan will be developed. It will take into account the need to minimize the impact to users migrating to the new SFPUC system.	Motorola	Cutover Plan.

### Completion Criteria

This task is considered complete when the high-level cutover plan is mutually agreed upon by SFPUC and Motorola.

#### 4.6.2.2.9 Finalize Acceptance Test Plan (ATP) Procedures and Quality Assurance and Control Plan

Motorola will finalize ATP documents in the detailed design development and review to provide the required procedures to be used for testing the functionality and performance of the system for the SFPUC approval. The ATP documents establish the sole framework for system acceptance. The ATP includes the acceptance criteria to ensure the equipment operates in accordance with the specifications, design and standards identified in the SOWSOW.

In addition, in cooperation with SFPUC, Motorola will finalize the Quality Assurance and Control Plan submitted as part of this SOWSOW.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-30.

Table 4-30: Responsibility Matrix

Task	Responsibility	Deliverable
Work with SFPUC in finalizing the ATPs. Review the overall approach to testing including hardware, software and final system acceptance criteria. The review will be based on the Acceptance Test Plan included with this SOW.	Motorola	Finalize ATPs and Methodology.
Work with SFPUC to finalize the Quality Assurance and Control Plan submitted as part of this SOWSOW for use during project implementation.	Motorola	Finalize Quality Assurance Plan.
Work with Motorola in finalizing the ATPs, using the ATPs submitted with this SOWSOW as a baseline. Provide related information requested by Motorola to assist Motorola in completing the ATP. Review the baseline ATP document and identify in writing any specific deficiencies found within ten business days.	SFPUC	Review ATPs, provide written information and feedback.
Submit a final ATP document to SFPUC for approval.	Motorola	Final ATPs.
Review and approve the final ATP.	SFPUC	Approval of Final ATPs.

### Completion Criteria

This task is considered complete upon SFPUC's acceptance and approval of the ATP.

#### 4.6.2.2.10 Finalize Project Schedule and Implementation Plan

Motorola and SFPUC will finalize the Project Schedule and Implementation Plan based upon the requirements identified in the Detailed Design Development Review, taking into account the



project objectives, plans, schedules, approvals, priorities, and inter-dependencies among tasks. These tasks will be finalized through the change order process and mutually agreed upon between the parties at the end of the Design Review. The resulting document defines the specific project tasks to be completed and documents the final Project Schedule for implementation of the SFPUC System.

Responsibilities and deliverables for Motorola and SFPUC during the Finalize Project Schedule phase are defined in Table 4-31.

**Table 4-31: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
<p>Review with SFPUC personnel the identified implementation tasks, priorities, inter-dependencies and other requirements needed to establish the final Project Schedule.</p> <p>The final Project Schedule is dependent upon the finalization of radio sites, and cannot be complete with a high degree of certainty until the radio sites are secured and permitted for construction, where necessary.</p> <p>Leases for sites where SFPUC will be a tenant are also required and leases will be negotiated with Motorola's assistance. Motorola cannot ensure site owners will accept SFPUC terms. SFPUC is responsible for securing and paying for sites lease.</p> <p>The Project Schedule will identify key project milestones, in addition to tasks that will require interruption of existing communications in order to move the new system into live operations.</p>	Motorola	Project Schedule and Implementation Plan Review.
Analyze the identified requirements and make such implementation decisions as are reasonably required to finalize the Project Schedule and Implementation Plan.	SFPUC and Motorola	Project Schedule and Implementation Plan Review.
<p>Prepare the final Project Schedule and Implementation Plan documents and deliver them to SFPUC as a deliverable of the Design Review.</p> <p>Review the Project Schedule with SFPUC personnel and make changes and/or corrections that are mutually agreed upon through the change order process.</p>	Motorola	Project Schedule Finalization.
Review the final Project Schedule and identify in writing any specific deficiencies found within ten business days of receipt.	SFPUC	Project Schedule Approval.

**Completion Criteria**

This task is considered complete upon mutual agreement of the parties to implement in accordance with the final Project Schedule that has been developed within the Design Review. The accepted Project Schedule will become the governing Project Schedule incorporated into the contract, and is subject to change only upon mutual agreement of Motorola and SFPUC. The acceptance of the project schedule will be the final activity of detailed design development and review process.

#### 4.6.2.2.11 Portable Radio, Mobile Radio and Control Station Installation Plan

Motorola will work with SFPUC to develop the portable Programming and mobile radio and control station installation plans.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-32.

**Table 4-32: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Identify portable radio deployment plan and locations and develop subscriber logistics for distribution. The SFPUC will make available adequate quantities of end-users to accept the new radios to maintain the project schedule.	SFPUC and Motorola	Portable Distribution Locations
Identify mobile installation locations; determine number of simultaneous installation locations and quantities of radios per location if SFPUC purchases more than one mobile radios. The SFPUC must make adequate quantities of vehicles available each day to maintain the project schedule. SOW	SFPUC and Motorola	Mobile Installation Locations & Mobile Installation Plan.
Identify locations for control station installations and develop an installation plan for the control station installs if SFPUC purchases more than one control station. SOW	SFPUC and Motorola	Control Station Installation Locations & Control Station Installation Plan.

#### **Completion Criteria**

This task is considered complete when the Mobile Installation plan, Control Station Installation plan and Portable Programming Plan are mutually agreed upon by SFPUC and Motorola.

#### 4.6.2.2.12 Develop Fleetmap

Motorola will work with SFPUC to develop the preliminary fleetmap for the system and the participating agencies during the Detailed Design Development. The fleetmap will be refined as necessary during system implementation. Motorola will conduct meetings with SFPUC to define fleetmapping, discuss effective organization of talkgroups, and detail how to set up the fleetmap to operate in the system.

Based on the system fleetmap, the configurations for the consoles (talkgroups by operator position, conventional and auxiliary interfaces), logging talkgroups and trunked system controller database (talkgroup and radio ID ranges) will be developed by Motorola for programming into the fixed equipment. All elements of subscriber radio programming will be done using only the SFPUC-approved and signed fleetmap and programming templates.

During system implementation, Motorola will support and guide SFPUC in its efforts to define the fleetmapping and programming requirements. The infrastructure equipment, subscriber equipment, and any other fixed network equipment in the system will be configured based on this fleetmap. Motorola will include development of programming templates for the subscriber equipment.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-33 Responsibility Matrix.

**Table 4-33: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Provide user information and details on user operations, including unit ID's, talkgroup assignments, user shifts, etc. Provide existing templates as a baseline for new templates	SFPUC	User Information/Data.
Create preliminary fleetmap. Motorola will development portable radio templates as part of this project (not to exceed 10 templates).	Motorola	Preliminary Fleetmap.
SFPUC will test radios to confirm programming parameters meet the needs of the users.	SFPUC	Fleetmap/Template Validation.
Motorola will develop final templates for subscriber equipment for SFPUC, based on recommended adjustments from the Preliminary Fleetmap and Templates	Motorola	Final Fleetmap and Templates.

**Completion Criteria**

This task is considered complete when the final fleetmap and final radio templates are mutually agreed upon by SFPUC and Motorola.

4.6.2.2.13 Maintenance Plan

Details for maintenance services included in the SOW can be found in Section 4.6.7, System Support Plans: Warranty and Maintenance Support Plan. SOW

4.6.2.2.14 Finalized Training Plan

Motorola will work with SFPUC to develop the finalized training plan. Changes made to the quantities of classes are considered a change in scope. Details for training included in the SOW can be found in Section 4.6.6, Training Plan.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-35.

**Table 4-35: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Review all training requirements, training classes included, and the Training Schedule.	SFPUC and Motorola.	Review of the Training Plan and Schedule.
Finalize the Training Plan and the schedule for class delivery.	SFPUC and Motorola.	Final Training Plan and Schedule.

**Completion Criteria**

This task is considered complete when the Training Plan and Schedule are mutually agreed upon by SFPUC and Motorola.

4.6.2.2.15 FCC Licensing and Coordination

Motorola will develop all of the applications and technical attachments necessary to modify the existing FCC licenses or applying for new frequencies and FCC licenses, following the finalization

of the frequency plan. It is anticipated that the FCC licenses may be granted in advance of the installation and testing of the LMR and microwave systems; however, if the FCC does not proceed in a timely manner, Motorola will submit applications for STAs in order to allow the project continue according to schedule.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-36.

**Table 4-36: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Complete all FCC license applications and technical exhibits necessary to license the LMR system and the Microwave System.	Motorola	License Applications
Coordinate frequency licenses and pay coordination fees	Motorola	Frequency Coordination
Submit licenses to the FCC and pay licensing fees.	Motorola	FCC License Applications

#### **Completion Criteria**

This task is considered complete when the FCC applications have been submitted to the FCC for licensing.

#### **4.6.2.3 Site Preparation and Scope**

Motorola actively participated in the site walks that were conducted by SFPUC as part of the RFP process. Motorola inspected the sites to determine the site's feasibility of transition and migration to the new system, and assess the existing site's current condition for installing the new equipment.

From the information gathered on these site walks and from the SFPUC RFP requirements, Motorola has included the following site improvements and site developments in this SOW.

Any site improvements mutually agreed on during Design Review will need to be completed prior to installation of system equipment. If it is determined that further improvements are desired or necessary, SFPUC can issue a change order to Motorola to perform the work.

At a minimum, for a site to be considered "Site Ready," it must have adequate room in an existing building or shelter to accommodate the equipment to be installed, and electrical service and internal distribution in place. Based on the communications with SFPUC during the site walks, SFPUC will be responsible for power improvements within the sites and with bringing power within 50' of the equipment shelter.

If required, Motorola will assist SFPUC with leasing agreement with the site owners. Motorola cannot ensure that site owners will accept SFPUC's terms. SFPUC will be responsible for securing the sites and lease payments. Leasing cost is not included in this SOW.

A summary of the requiring site improvement or site development are provided in Table 4-37.

Table 4-37: Summary of the Site Improvements/Developments

Site Name	Responsibility	Deliverables
Sawyer Ridge Site	Motorola	80' Self-Supported Tower & 35 KW Outdoor Generator
Marcial Peak Site	Motorola	12' X 10' Shelter & 500 gallons Propane Tank & 35 KW Outdoor Generator & 40' Self Supported Tower
Duckwall Site	Motorola	35 KW Generator with ATS Switch Battery Backup
Kings Mtn Site	Motorola	195' Guyed Tower
Burnout Ridge Site	Motorola	Battery Backup

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-38.

Table 4-38: Responsibility Matrix

Task	Responsibility	Deliverable
Perform additional site upgrades at existing sites (if necessary)	Motorola per Change Order	As-built documentation for new site improvements
Site Ready—Responsible party will deliver sites meeting Site Readiness criteria in accordance with the Project Schedule.	Motorola	Sites Meeting Site Ready Criteria

#### Completion Criteria

This task is considered complete when the sites are ready for equipment installation by SFPUC and Motorola.

#### 4.6.2.4 Site Access

SFPUC shall provide site access and any security or escorts if required (Table 4-39) for scheduled site walks, site improvements/developments, installation, optimization, system troubleshooting and completion of ATP during the duration of the project. The SFPUC Project Manager and Motorola Project Manager shall coordinate and schedule access to each site when required. SFPUC shall use its best efforts to provide site access.

This Phase is considered complete when sites are available to Motorola team per the mutually agreed to project schedule.

Table 4-39: Site Preparation Task and Deliverables Matrix

Task	Responsibility	Deliverable
Provide access to sites	SFPUC	Access to sites

#### 4.6.2.5 Order Processing and Manufacturing

After the Design Review and as a predecessor to factory staging, Motorola will process orders for equipment and begin equipment manufacturing. Motorola will place factory orders for the system hardware that is being purchased for the communications system. Motorola will place orders for required third-party equipment and execute major subcontracts.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-40.

**Table 4-40: Responsibility Matrix**

Task	Responsibility	Deliverable
Factory orders placed for all Motorola manufactured equipment.	Motorola	Orders for Motorola manufactured equipment.
Order placed for all third-party equipment.	Motorola	Third-party equipment orders.
Motorola will execute major subcontracts.	Motorola	Subcontracts in place.

**Completion Criteria**

This phase is considered complete when all equipment orders have been placed.

4.6.2.6 Subscriber Radio Programming and Rollout

4.6.2.6.1 Motorola Provided Subscriber Radios

Motorola is providing a fleet of portable and mobile subscriber radios for the various agencies within SFPUC. Motorola will develop the templates for the P25 system as defined by the fleetmap. When the users transition to the new P25 network, Motorola will use the mutually agreed on templates to program into each radio as they come on to the network.

During the deployment of subscriber radios, Motorola will program and distribute portable radios based upon a mutually agreed upon schedule and count of the portable radios per agency. Mobile radios will be installed using remote mount configuration. SFPUC will provide vehicles per mutually agreed schedule for installation by Motorola crew.

This scope does not apply to any subscribers purchased from vendors other than Motorola.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-41.

**Table 4-41: Responsibility Matrix**

Task	Responsibility	Deliverable
Motorola will program Portable and Mobile Radios using the mutually agreed on templates.	Motorola	Portable and Mobile Radio Programming
Optimize each radio subscriber individually. All performance parameters (modulation fidelity, frequency error, TX & RX BER, etc.) will be checked to verify factory settings.	Motorola	Subscriber Optimization
Portable Radios are ready to be distributed to fleet when system is ready for cutover per mutually agreeable schedule and count of portables per agency provided by SFPUC.	Motorola and SFPUC	Delivery of Portable Radios
Remote Mount Installation of the Mobile Radios per the mutually agreed schedule.	Motorola and SFPUC	Installation and Delivery of Mobile Radios

#### 4.6.2.7 Factory Acceptance Testing

Staging is a unique opportunity for to test the operation of the radio network in one location, and be able to walk from site to site in a matter of just a few feet. Motorola will provide this factory staging for all major fixed-end equipment, as well as a representative sampling of user radio units included in this SOW.

CCSi is a unique facility consisting of approximately 43,000 square feet of staging space where Motorola stages and demonstrates customer systems both large and small. Motorola's CCSi has been in operation for more than 20 years and has staged hundreds of systems for the

U.S. Federal Government, State and Local Governments, Foreign Governments and numerous Fortune 500 Companies. The CCSi staging process was introduced in 1994 and has proven to be a value-added process for both Motorola and our customers. By staging radio systems in a controlled environment and inviting our customers to participate in system functionality testing, Motorola and customers have been able to capitalize on the benefits of reduced implementation cycle time, decreased costs, and improved system satisfaction.

Staging will provide SFPUC with the opportunity to see the equipment assembled and working. Most functionality and features of the communication system that are capable of operation in a factory environment will be tested and verified using Motorola's master core owned by Motorola CCSi.

Factory staging will allow testing of the functional capabilities of the communications system. This process will enable SFPUC to witness factory testing in a controlled environment, with the same equipment that will be used in the field, in order to provide a smooth and easy field installation.

Motorola will assemble the full LMR system hardware at a single location. Physical setup, racking, and location of hardware will comply with SFPUC's approved equipment layout plans. Cables will be cut and labeled with information to clarify interconnection for field installation and to fit the room layout plan specifications. All provided inter-rack and inter-equipment cables will have connectors attached and tested. No DC power systems, Microwave Backhaul system, or RF Antenna systems will be staged at the factory location.

After assembling the equipment, Motorola's staging team will power it up, load software, set levels, program, configure and optimize the equipment. System parameters will be set according to inputs from Motorola's design team. System software and system features will be tested and validated. All system levels will be set according to specifications to verify proper end-to-end connectivity. These settings will be recorded and documented to provide baseline information to the field integration team.

During testing, all measurements or outcomes will be recorded within the test script, as indicated in the test. The result of a test procedure will be "Pass", "Fail", or a measured value. The passing of acceptance testing will be the determination that the equipment is ready to be shipped to the field.

At completion of the system staging factory acceptance test procedures, Motorola will inventory the equipment. Motorola will also update the inventory database with this information to assist in tracking on delivery to the field. While all applicable feature tests will be performed at the factory, Motorola will work with SFPUC to determine which tests they would like to witness for system acceptance.

Motorola manufactured equipment will be insured and shipped to a storage location provided by Motorola. Other equipment from Motorola's third party equipment supply base is also insured and shipped via the most appropriate means to ensure timely and damage-free arrival (Table 4-42).

**Table 4-42: Staging Task and Deliverables Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Staging of system components.	Motorola Systems Engineering.	The system is staged in Schaumburg, IL for SFPUC to witness live operation.
Functional Performance Testing: <ul style="list-style-type: none"> <li>▪ Motorola will perform a Functional Performance Test in order to verify the functionality of the communications system.</li> </ul> The Functional Performance Test will include the following: <ul style="list-style-type: none"> <li>▪ Physical inspection.</li> <li>▪ Thorough exercise of the hardware and software.</li> <li>▪ Testing of the voice communications features.</li> </ul>	Motorola to perform. The SFPUC to witness test.	Functional Performance Tests Using CCSi Owned Master Core
Select a local storage facility to temporarily house equipment.	Motorola.	Storage location is selected and secured.
Equipment packed and shipped to local storage facility.	Motorola Staging Team, 3 <sup>rd</sup> party equipment providers.	Equipment arrives at Motorola provided storage facility and verifies equipment delivery.

**Completion Criteria**

This task is considered complete when SFPUC signs a certificate of acceptance of the factory acceptance test.

**4.6.2.8 Site Improvements and Development**

Motorola will work with SFPUC to finalize site improvements and developments required for implementation of SFPUC LMR Radio System. Details for site improvements and developments included in the SOW can be found in Section 4.6.6, Training Plan.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-35.



Table 4-24: Responsibility Matrix

Task	Responsibility	Deliverable
Review Site Development and Improvement Plan.	SFPUC and Motorola.	Review of the Site Improvement and Development Plan
Finalize the Site Improvement and Development Plan.	SFPUC and Motorola.	Final Site Improvement and Development Plan

**Completion Criteria**

This task is considered complete when the Site Improvement and Development Plan is mutually agreed upon by SFPUC and Motorola.

4.6.2.9 Fixed Network Equipment Installation

Motorola will be responsible for warehousing and delivery of equipment to the sites. Motorola will be responsible for all installation of Motorola furnished equipment and will be responsible for bolting the racks to the floor, providing earthquake bracing to attach equipment racks to cable ladders and to adjacent racks, and ensuring that all equipment is properly secured. Equipment racks will be rated for seismic Zone 4. The hardware and the method used to secure the racks to the floor will also meet seismic Zone 4. All equipment will be installed in a neat and professional manner, employing a standard of workmanship consistent with the SOW and specifications and standards referenced in the RFP.

Infrastructure and antenna systems will be installed per quantities and at locations identified in the SOW, and subsequent design changes approved by SFPUC. Motorola will cable the equipment and furnish and install radio and microwave antenna systems and provide any required cable management materials including entry boots, tower cable boots or other cable management items, ice shields for sites above 2000', and all required antenna mounts.

Installation of the Fixed Network Equipment (FNE) will consist of installing the radio communications infrastructure and computer equipment at the dispatch and control centers.

During field installation of the equipment, any required changes to the installation will be noted and assembled with the final as-built documentation of the system. The as-built documents will be provided at the end of the project along with the maintenance and operator manuals. Upon completion of the installation, Motorola will perform final site inspections to verify proper physical installation and operational configurations of each individual site. Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-43.

Table 4-43: Responsibility Matrix

Task	Responsibility	Deliverable
<p>Site Ready:                      Motorola will prepare the site for equipment installations, resolving site deficiencies identified in the Site Audit Reports. Sites will be ready according to the project schedule for equipment installation.</p>	Motorola	Sites Meeting Site Preparation Requirements for Installation
<p>Provide access to all facilities for system equipment installation. SFPUC will provide reasonable site access for scheduled site walks, installation, optimization, system troubleshooting and performance of acceptance testing for the duration of the project. The SFPUC's Project Manager and Motorola's Project Managers will coordinate and schedule access to each site 72 hours in advance of desired visit. SFPUC will use its best efforts to provide site access.</p>	SFPUC	Site Access
<p><b>General Installation Responsibilities:</b></p>	Motorola	New Equipment
<ul style="list-style-type: none"> <li>- Motorola will install the new system equipment that is provided in the equipment list.</li> </ul>		Installations per Motorola's Site Quality Standards
<ul style="list-style-type: none"> <li>- Motorola will ground and bond the site equipment to the ground system, in accordance with the R56 site installation standards.</li> </ul>		
<ul style="list-style-type: none"> <li>- Motorola will furnish all cables for power, audio, control, and microwave transmission to connect the supplied equipment to the power panels or receptacles and the audio/control line connection point.</li> </ul>		
<ul style="list-style-type: none"> <li>- All cabling will be cut to length, properly connected and terminated per City and County installation standards and clearly labeled at both ends. All associated punch block connections will be properly labeled.</li> </ul>		
<ul style="list-style-type: none"> <li>- Motorola will ground and bond all provided equipment during installation and is responsible for connecting all equipment to the common ground system at the existing facilities. All cabinets, racks, enclosures, telephone circuit surge protectors, and transmission line surge protectors provided will be connected to the single point ground. Motorola will connect all ground connections using approved non-reversible crimp or clamp connections.</li> </ul>		

Task	Responsibility	Deliverable
<ul style="list-style-type: none"> <li>- All punch blocks used will be 66 block style. All associated punch block connections will be properly labeled.</li> <li>- Motorola will remove and dispose of any debris that is a result of the project activities from the site. This does not include the removal or relocation of any existing SFPUC equipment.</li> <li>- Removal and disposal of existing equipment was not required by RFP and not included as part of this SOW.</li> <li>- All cabling, port assignments, and punch block connections will be recorded into the final system as-built documentation.</li> </ul>		
<b>Install and Test DC Power:</b>	Motorola	DC Power System
<ul style="list-style-type: none"> <li>- Motorola will deliver, bolt to the floor and provide earthquake bracing for the DC power system. Motorola will connect the DC power to the AC power panel provided by SFPUC. Motorola will perform startup services on the DC power equipment.</li> <li>- DC Power System components will be installed per quantities and at locations identified in the Design Review, and subsequent SFPUC approved design changes. Motorola will cable the equipment and provide any required cable management materials.</li> <li>- AC and DC primary power wiring will not be exposed and will be installed within conduit as per the National Electrical Code, and any applicable Local Codes.</li> <li>- Motorola will test, verify, and document proper operation of the DC Power systems and adherence to Industry Standards installation guidelines. Any issues and their resolution will also be documented.</li> </ul>		Installation  Audit/Inspection and Test Results  AC Panel Demarcation
<b>Install and Test Backhaul Equipment and Software:</b> <ul style="list-style-type: none"> <li>- Motorola will install all new microwave equipment.</li> <li>- All microwave antennas will be installed. All antennas and antenna feed lines will be swept for return loss and results reviewed with SFPUC.</li> <li>- Motorola will test, verify, and document proper operation of the backhaul systems and adherence to Industry Standards installation guidelines. Any issues and their resolution will also be documented.</li> </ul>	Motorola	Radio System Installation Audit/Inspection and Test Results

Task	Responsibility	Deliverable
<p><b>Existing Microwave Equipment:</b></p> <ul style="list-style-type: none"> <li>- SFPUC-provided site links will be in accordance with specifications provided by Motorola during the Design Review.</li> </ul>	SFPUC	Existing Site Links
<p><b>Install &amp; Test Backhaul Central Control Equipment &amp; Software</b></p> <ul style="list-style-type: none"> <li>- Motorola will install Backhaul Central Control Equipment &amp; Software in accordance with the Design Review Scope of Services and Equipment Lists</li> <li>- Motorola will test, verify, and document proper operation of the backhaul central control equipment and adherence to Industry Standards installation guidelines. Any issues and their resolution will also be documented.</li> </ul>	Motorola	Radio System Installation Audit/Inspection and Test Results
<p><b>Install and Test LMR Central Control Equipment &amp; Software</b></p> <ul style="list-style-type: none"> <li>- Connect the SFPUC LMR System to the existing San Francisco Master Core and test the connection.</li> <li>- Network Management Terminals will be installed and tested in accordance with the Design Review Scope of Services and Equipment Lists</li> <li>- Simulcast Prime Site equipment will be installed and tested in accordance with the Design Review Scope of Services and Equipment Lists</li> <li>- Motorola will test, verify, and document proper operation of the LMR system connection to Master Site, Network Management, and Prime Site and Simulcast subsystems and adherence to Industry Standards installation guidelines. Any issues and their resolution will also be documented.</li> <li>- SFPUC Network Management access to monitor the system will be established.</li> </ul>	Motorola	Radio System Installation Audit/Inspection and Test Results
<p><b>Install and Test LMR Trunked Base Station Equipment and Software:</b></p> <ul style="list-style-type: none"> <li>- Motorola will install ASTRO 25 Trunked Repeater Site equipment in accordance with the Design Review Scope of Services and Equipment Lists. Motorola will install the 800 MHz GTR 8000 base station equipment in accordance with the Design Review Scope of Services and Equipment Lists.</li> <li>- Motorola will test, verify, and document proper operation of the 800 MHz GTR 8000 base radio equipment. Antennas and lines will be included in the testing process. Any issues and their resolution will also be documented.</li> </ul>	Motorola	Radio System Installation Audit/Inspection and Test Results

Task	Responsibility	Deliverable
▪ Install any subsystems purchased.	Motorola	Subsystems Purchased
SFPUC will sign installation acceptance certificates after system inspection and check out of FNE on a site-by-site, subsystem-by-subsystem basis and in accordance with SFPUC identified Milestones and adherence to the Industry Standards for Installation.	SFPUC	Signed Installation Acceptance Documents

### Completion Criteria

This task is considered complete when SFPUC reviews FNE installations with Motorola and approves by signing the installation check sheets. The installation of each FNE subsystem must be completed for this phase of the project to be considered complete.

#### 4.6.2.10 Systems Integration and Optimization

Motorola will configure, optimize, and program all system equipment. Motorola will integrate all of the Motorola provided subsystems, as well as integrate SFPUC radio system with San Francisco Master Core.

Motorola will verify that all equipment is operating properly and that all levels are properly set, once installation in the field is complete. Motorola will optimize each subsystem individually.

- All audio and data levels will be checked to verify factory settings.
- All voltage and current levels will be checked to verify factory settings.
- All audio will be checked to verify factory settings.
- All radio equipment will have forward and reflected power checked by Motorola after connection to the antenna systems, to verify that they meet the FCC requirements and are within Motorola design tolerances.
- All communication interfaces between devices will be verified for proper operation.
- All features and functionality will be tested by Motorola to ensure that they are functioning according to the manufacturer's specifications and per the final configuration established during system staging.

The Motorola system technologist will maintain a punchlist of items that need resolution. SFPUC will be responsible for directing the activities of non-Motorola subcontractors and supporting agencies. SFPUC is also responsible to coordinate all on-site integration activities including assistance to Motorola for system testing requiring participation from non-Motorola subcontractors. Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-44.

Motorola and SFPUC will each ensure that any of their subcontractors perform in accordance with the implementation schedule.

**Table 4-44: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
<ul style="list-style-type: none"> <li>▪ Provide and install all communication lines and equipment that are not Motorola provided deliverables.</li> <li>▪ Provide all required liaison support with the agencies and vendors required to support the solution.</li> <li>▪ Ensure that the necessary technical support is made available for installation and testing with third party vendors and interfaces.</li> </ul>	SFPUC	SFPUC provided equipment and interfaces required for integration
Install, integrate and test the hardware, software and interfaces as specified in the contract at a system level.	Motorola	Installation and integration of equipment
Maintain a punchlist of items that need resolution. Manage the resolution of punchlist items.	Motorola	Punchlist resolution

**Completion Criteria**

This task is considered complete when the system is ready for acceptance testing.

**4.6.2.11 System Acceptance Testing**

Motorola’s acceptance testing process complies with SFPUC’s requirements and prescribed milestones. This process provides checkpoints for SFPUC to oversee the overall progress that is being made as the system implementation progresses. This testing is composed of test procedures, equipment installation acceptance, equipment measurement verification, functional acceptance tests, coverage acceptance tests, and a 90-day operational burn in test that are described in the sampled test plans provided in the SOW.

System acceptance tests will be performed when the system optimization is complete. Field acceptance tests will verify the full system functionality. These tests will verify the entire system in operation, including radio system roaming and subscriber affiliation.

Motorola will submit the draft acceptance test plan, defined during the Design Review, for approval 60 calendar days prior to the beginning of acceptance testing. Any system testing that SFPUC wants performed that is not specified in Section 4.6.5.2, Acceptance Test Procedures (ATPs) of this SOW must be reviewed by Motorola for feasibility and acceptability. Any additional tests will represent a change in the project’s scope.

Motorola will provide to SFPUC at least 10 days notice before the acceptance tests commence. System testing will occur only in accordance with the acceptance test plan.

Motorola will work with SFPUC to resolve punchlist items documented during radio subscriber unit installation and testing in order to meet all criteria for final acceptance. SFPUC will approve resolution of all punchlist items.

**Completion Criteria**

This task is considered complete upon SFPUC’s approval of all acceptance tests and in accordance with SFPUC’s milestones.

The successful completion of the acceptance tests constitutes acceptance of the software and hardware provided by Motorola. Upon completion of this acceptance test plan, SFPUC's representatives participating in and observing the tests will sign off on the ATP, signifying acceptance of the system. If no punchlist items are identified during the acceptance testing process, and Motorola has completed all other project deliverables, SFPUC's authorized signature will represent final system acceptance. If a punchlist of unresolved issues is created as a result of the acceptance testing, final system acceptance will occur upon the completion of the punchlist items.

#### 4.6.2.12 Equipment Installation Acceptance

##### Description

Equipment installations will be inspected to ensure adherence to quality standards and include measurement of all equipment levels, settings and input/output values by Motorola and review of all measured values by SFPUC. Some measurements may be witnessed by SFPUC representative technical staff. Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-45. Equipment installation acceptance will occur on a site-by-site, system-by-system basis.

Table 4-45: Responsibility Matrix

Task	Responsibility	Deliverable
Control Site Installation Inspection.	Motorola and SFPUC	Installation inspection audit
Fixed Equipment Subsystem Installation Inspections.	Motorola and SFPUC	Installation inspection audit
Dispatch Site Installation Inspections.	Motorola and SFPUC	Installation inspection audit

##### Completion Criteria

This task is considered complete when the installation inspections are complete and signed off by SFPUC and Motorola.

#### 4.6.2.13 System Functional Tests

##### Description

Operational and Functional System Test includes the system functional acceptance tests, which will be performed when the system optimization is complete. The functional acceptance tests verify the functionality tested at factory testing. These tests will verify the entire system in operation. Successful completion, with open items, will constitute system acceptance. Final project acceptance will be granted when all open items are closed. A complete list of functional acceptance tests is included in this SOW in Section 4.6.5, Test Plans.

If deficiencies are found during the testing, both the deficiencies and resolutions to the deficiencies will be documented and agreed upon. If the documented deficiencies do not prevent productive operational use of the system, as determined by SFPUC, then the test will be deemed complete. Motorola will, however, remain responsible for the resolution of the documented deficiencies using a punchlist as a controlling document for resolution planning.

Upon completion of the acceptance testing, SFPUC will acknowledge system acceptance by signing the system acceptance document per the terms of the contract.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-46.

**Table 4-46: Responsibility Matrix**

Task	Responsibility	Deliverable
Motorola will perform functional ATPs for the communications system. During each test, test results will be recorded for review and approval of the test.	Motorola	Execution of functional acceptance testing
Upon successful completion of each Acceptance Test, SFPUC and Motorola will sign acceptance certificates documenting acceptance.	SFPUC	Written approval of successful functional acceptance testing

#### 4.6.2.14 Coverage Acceptance Tests

The Coverage Acceptance Tests will be performed on the new trunked P25 network when the RF site and control equipment installations and optimization are complete. The coverage acceptance tests verify the coverage performance of the system, as agreed upon in the Design Review. A detailed coverage acceptance test plan (CATP) document is included in Section 4.6.5.6, Coverage Acceptance Testing which defines the scope of the CATP.

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-47.

**Table 4-47: Responsibility Matrix**

Task	Responsibility	Deliverable
Motorola will perform Coverage ATPs for SFPUC System. During each test, test results will be recorded for review and approval of the test.	Motorola	Execution of coverage acceptance tests
Upon successful completion of each coverage acceptance test, SFPUC and Motorola will sign acceptance certificates documenting acceptance.	SFPUC	Written approval of successful coverage acceptance testing

#### Completion Criteria

This task is considered complete upon SFPUC approval and sign-off of the equipment installation acceptance, functional test and coverage acceptance test.

#### 4.6.2.15 Transition to New System Operations (Cutover Plan)

Motorola will develop a comprehensive migration plan that demonstrates the strategy for transitioning the existing radio system to the new SFPUC Trunked radio system. In developing the migration plan, Motorola will work with SFPUC to develop a transition to the new system that minimizes the operational impact to system users. Motorola will work directly with the SFPUC Project Manager, the SFPUC user agencies, as well as departments and communications center dispatchers and supervisors. These meetings will address how to deal with the technical issues, communication impact to users, and general operational issues and planning that need to be accommodated for SFPUC's various agencies. The mutually agreed upon methodology for migration will ensure that a safe, effective, and efficient transition occurs from the old radio system to the new system with minimum impact on user operations.

A migration plan timetable listing the chronological orders and time frames also will be developed. The migration plan will consider, at a minimum, site readiness, site equipment and RF system migration (spectrum management, and tower and equipment space considerations).



The migration plan will detail timelines, sequence of events, resources involved, potential downtime, operational details, which departments move to the new system, and the order in which they will migrate. The migration plan will also detail how communications will occur for each department during the transition process with minimal impact to SFPUC users.

The migration plan will consider, at a minimum, the following components:

- Site equipment and RF system cutover (backhaul, spectrum management, and tower and equipment space considerations).
- Site power-management strategy (managing peak loads with both systems active).
- Dispatch console and cutover.
- Radio subscriber fleet migration approach (programming).
- Site "turn up" sequencing.

The transition plan and specific responses to the RFP requirements can be found in Section 4.6.4, Migration Plan (Cutover Plan).

Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-48.

**Table 4-48: Responsibility Matrix**

Task	Responsibility	Deliverable
Motorola will review the communications system acceptance status, migration plan, and schedule system migration with SFPUC.	Motorola	Completed Migration Checklist
SFPUC will review the Migration Checklist and request any modifications for approval.	SFPUC	Written Approval of Migration Check List
Motorola and SFPUC will execute the migration plan.	Motorola and SFPUC	Migration to New System Operations
Where an existing system is being taken out of service, Motorola will reconfigure new Motorola provided equipment as necessary to delete access to the old equipment.	Motorola	Post Migration Reconfiguration

#### **Completion Criteria**

This task is considered complete when users are fully cut over to operation on the new system.

#### **4.6.2.16 90-Day Operational Burn In**

The 90-day Operation Burn In test on the new trunked P25 network will be conducted upon when the system testing is complete. The 90-day test will provide an opportunity for the system to be exercised under load. SFPUC is encouraged to migrate all users to the new system before or during the Burn-in period. The loading requirements for this operational burn in will be determined during the design review. A description of the 90-day operational test plan is located in 4.6.5.8, 90-Day Operational Burn-In Test Plan and Methodology. Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-49.

Table 4-49: Responsibility Matrix

Task	Responsibility	Deliverable
90-Day operational burn in on SFPUC system will commence. The results of this operational burn in will be documented.	Motorola and SFPUC	Execution of 90-day operational burn in
Upon successful completion of 90-Day operational burn in, SFPUC and Motorola will sign acceptance certificates documenting acceptance.	SFPUC	Written Approval of Successful 90-Day operational burn in

#### 4.6.2.17 System Acceptance

System acceptance will occur upon successful completion of the acceptance tests. Upon system acceptance, Motorola and SFPUC will memorialize the event by promptly executing a system acceptance certificate. If the acceptance test plan includes separate tests for individual subsystems or phases of SFPUC, acceptance of the individual subsystem or phase will occur upon the successful completion of the acceptance tests for the subsystem or phase, and Motorola and SFPUC will promptly execute an acceptance certificate for the subsystem or phase.

If SFPUC believes the system has failed the completed acceptance tests, SFPUC will provide Motorola a written notice that includes the specific details of the failure. If SFPUC does not provide to Motorola a failure notice within 30 days after completion of the acceptance tests, system acceptance will be deemed to have occurred as of the completion of the acceptance tests. Minor omissions or variances in SFPUC system that do not materially impair the operation of SFPUC as a whole will not postpone system acceptance or subsystem acceptance, but will be documented on a punchlist and corrected according to a mutually-agreed schedule.

SFPUC acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if SFPUC begins using the system before system acceptance. Therefore, SFPUC will not commence beneficial use before system acceptance or without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for system performance deficiencies that occur during unauthorized beneficial use. Upon commencement of beneficial use, SFPUC assumes responsibility for the use and operation of the system.

#### 4.6.2.18 Technical and Operational Training

The purpose of the training program is to provide SFPUC with a core set of technical training sessions that will ensure the successful integration of the system into daily fleet operations. Technician, dispatcher, and subscriber radio user training will be provided for technical personnel, dispatcher personal, and end-users per the selected training courses identified Section 4.6.6, Training Plan.

Motorola will conduct courses to thoroughly train the SFPUC radio system users and dispatch personnel on use of the system, and the SFPUC technical personnel on operation and support of the system.

The training will take place at two locations within SFPUC. The optimum timing of training will be established by SFPUC and Motorola.

All provided training materials will be customizable electronic media and will be for use at SFPUC's discretion. Upon completion of the training program, the SFPUC personnel will be able to

operate and manage the system. Responsibilities and deliverables for Motorola and SFPUC are defined in the responsibility matrix in Table 4-50.

The training scope is defined in detail in Section 4.6.6, Training Plan.

**Table 4-50: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Motorola will schedule the training classes defined in the training plan with the SFPUC personnel and the training provider.	Motorola	Scheduled Training Classes
SFPUC will provide the facility for all scheduled training classes.	SFPUC	Training Facility
Motorola will provide access to the system equipment required for training, as defined in the Technician Training that will be delivered as outlined in the Training Plan.	Motorola	Equipment for Training
SFPUC will provide access to the system equipment required for all field training, as defined in the Training Plan.	SFPUC	Equipment for Training
Upon approval of Field Performance Tests, Motorola will provide training to designated personnel in accordance with the Training Plan.	Motorola	Deliver Training

#### **Completion Criteria**

This task is considered complete when the training has been delivered as described in the Training Plan.

#### 4.6.2.19 Project Finalization

The finalization phase of the project consists of ensuring that all criteria for final project completion have been met. Responsibilities and deliverables for Motorola and SFPUC are defined in Table 4-51.

**Table 4-51: Responsibility Matrix**

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Motorola will resolve punchlist items documented at System Acceptance.	Motorola	Approved Punchlist Resolution
Motorola will ensure that the project team and the Service organization work closely together to provide a seamless transition to the warranty phase of the project.	Motorola	Service Transition Certificate and Customer Support Plan
All documents listed in the System Manual—“As-Built” Documentation Section will be submitted, as they become ready.	Motorola	System Manual—“As-Built” Documents
Final approvals of all System Manual—“As-Built” Documents.	SFPUC	Written Approval Statements
SFPUC will acknowledge Final Project Completion upon completion of the criteria for Final Project Completion for the communications system.	SFPUC	Signed Final Acceptance Documents

## Completion Criteria

This task is considered complete when SFPUC and Motorola have signed the final project completion certificate, representing the completion of the system and acknowledgement of system acceptance as described in the acceptance testplan.

Final project acceptance will occur after system acceptance when all deliverables and other work have been completed. When final project acceptance occurs, the parties will promptly memorialize this final event by so indicating on the system acceptance certificate

### 4.6.2.20 System Design and Implementation Documentation

Motorola provides documentation of the system configurations, physical installation, and system testing. Documentation will be created and updated during the project. Electronic versions of custom documentation will be provided both in a viewable format and in the documents standard format. Documentation will be provided in the SFPUC-maintainable formats (MS Office, Visio, AutoCAD or other formats), and may be provided in PDF format where the provided documentation depends on Motorola-proprietary formats.

#### 4.6.2.20.1 Design Documentation

Motorola will create or update the following standard documents during the design phase:

- Document index.
- Project schedule.
- Statement of work.
- Radio system description.
- Coverage maps based on final site selection and quantity.
- Frequency plan.
- Loading analysis.
- Radio system IP plan.
- Microwave system description.
- Microwave network maps.
- Microwave path analysis for each hop.
- Microwave IP network plan.
- Site layout drawings.
- Shelter floor plan drawings.
- Rack elevation drawings.
- System block and level diagrams.
- Power consumption data (based on measured values).
- Antenna system diagrams, including combiners and receiver multicoupler systems.

#### 4.6.2.20.2 Factory Staging Documentation

Motorola will create or update the following documents of system staging:

- Programming templates.
- Interconnection drawings.
- Interconnection charts.
- Manufacturer's standard operator manuals.
- Interconnection cable description and inventory.

- Printout of equipment parameters.
- Inventory with serial numbers and installation reference.
- Software/firmware version numbers.
- Manufacturer's standard technical manuals.

#### 4.6.2.20.3 System Manual - "As-Built" Documentation

Motorola will supply "as-built" documentation for the system. The documentation will consist of:

- Standard equipment manuals.
- System diagrams:
  - Fixed equipment documentation.
  - Plan and elevation views of the equipment installation at the radio site.
  - Equipment inter-cabling diagrams for each site.
  - Demarcation wiring lists.
- Programming and level setting data sheets.
- Equipment by site.
- Key access procedures.
- Site inventory lists.
- Remote sign-on procedures and passwords.
- Software versions and equipment wiring by equipment site.
- Radio licenses.
- Field ATP test sheets and results.
- R56 site audit.
- Maintenance records.
- Warranty information.
- Service provider.

#### 4.6.2.21 Equipment Manuals

Motorola will provide equipment manuals in electronic version or printed copy when available, covering both standard and optional features. Manuals will be provided in sufficient quantities to meet SFPUC's requirements. Manuals will be provided as PDF documents and, where available, in printed copies. The content of these manuals is standardized and may not be specific to SFPUC system.

### 4.6.3 Site Development and Improvement Plan

#### 4.6.3.1 Site Development at Sawyer Ridge Site

##### Site Scope Summary

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not included.
- Zoning Services—Not included.
- New power run—50 feet, Electrical service type—Underground.
- New generator size—35 kW, Type—Outdoor.
- New tower to be used for antennas—80-foot self-supported tower.
- New tower foundation size—19 cubic yard, Type—Drilled Pier.

## Motorola Responsibilities:

### Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.
- Prepare, submit and track application for local permit fees (electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Tribal & Cultural Approval.
- Forestry Approval.
- CEQA Approval.

### Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

### Site Components Installation

- Construct 1 foundation for the 35 kW generator with reinforcing steel necessary for foundations.
- Supply and install 1 standby power generator (35 kW) located within 20 feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.

### Tower Work

- Construct drilled pier type tower foundations including excavation, rebar and concrete (not to exceed 19 cubic yards).
- Erect new 80-foot self-supported tower.
- Supply and install grounding for the tower base for self-supported towers

### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Install 2 4-foot microwave dishes.
- Install up to 220 linear feet of 7/8-inch transmission line.
- Install up to 226 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 2 microwave paths to ensure that the microwave dishes are optimally positioned.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

### Existing Facility Improvement Work

- Ground all metallic objects in the interior of the existing room, to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near equipment locations.
- Supply and install 1 copper ground buss bar(s).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.

### Grounding Enhancement

- Supply and install 4 chemical rods.

### Miscellaneous Work

- Integration into existing solar system assuming the solar system can be integrated.

## 4.6.3.2 Site Development at Marcial Peak Site

### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not included.
- Zoning Services—Not included.
- New fenced compound/expansion size—50-foot x 50-foot.
- Clearing type—Light.
- New power run—50 feet, Electrical service type—Underground, 200-amp—120/240-volt, single-phase.
- New shelter size—12-foot x 10-foot.
- New fuel tank size—500 gallons, Type—Propane above-ground.
- New generator size—35 kW, Type—Outdoor.
- New tower to be used for antennas—40-foot self-supported tower.
- New tower foundation size—9 cubic yard, Type—Drilled Pier.
- HVAC for shelter and equipment where applicable per Motorola design

## Motorola Responsibilities:

### Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.)
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.
- Prepare, submit and track application for local permit fees (electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Tribal & Cultural Approval.
- Forestry Approval.
- CEQA Approval.

### Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform light clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it ( 8100 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 4900 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 3136 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 200 linear feet).



- Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (not to exceed 200 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

#### Site Components Installation

- Construct 1 reinforced concrete foundation necessary for a 12-foot x 10-foot shelter.
- Construct 1 concrete slab for 500 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Construct 1 foundation for the 35 kW generator with reinforcing steel necessary for foundations.
- Supply and install 1 prefabricated concrete shelter 12-foot x 10-foot.
- Supply and install 1 500-gallon Liquid Propane (LP) fuel tank(s), fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- Supply and install 1 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 50 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Conduct 1 three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of San Francisco Public Utilities Commission.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

#### Tower Work

- Construct drilled pier type tower foundations including excavation, rebar and concrete (not to exceed 9 cubic yards).
- Erect new 40-foot self-supported tower.
- Supply and install grounding for the tower base for self-supported towers.

#### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Install 1 4-foot microwave dish.
- Install up to 140 linear feet of 7/8-inch transmission line.
- Install up to 150 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 2 microwave paths to ensure that the microwave dishes are optimally positioned.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

### Grounding Enhancement

- Supply and install 4 chemical rods.

## 4.6.3.3 Site Development at Kings Mountain Site

### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning Services–Not included.
- New tower to be used for antennas–195-foot guyed tower–field assembled.
- New tower foundation size–15 cubic yard, Type–Base + 3 anchors.

### **Motorola Responsibilities:**

#### Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.)
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Conduct up to 35-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of guyed tower base and each guy anchor point. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Prepare, submit and track application for local permit fees (electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Tribal & Cultural Approval.
- Forestry Approval.
- CEQA Approval.

### Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide minimal grading in a 15-foot x 30-foot compound around each of 3 guy anchors to allow anchor installation.
- Supply and install gravel surfacing to a depth of 6 inches around each of 3 guy anchors, including herbicide treatment and geotextile fabric installation.
- Supply and install 8-foot high chain-link fencing with a four-foot wide gate around a 15-foot x 30-foot compound for each of 3 guy anchors.

### Tower Work

- Construct tower foundations for a guyed tower (base and three anchors) including excavation, rebar and concrete (not to exceed 8 cubic yards). Rock coring, extensive dewatering of foundations or hazardous material removal have not been included and will be considered extra.
- Erect new 195-foot guyed tower.
- Install torque arm on 3-foot guyed tower.
- Supply and install grounding for the tower base for monopole or guyed towers.
- Ground each of the 3 guy anchors using galvanized steel ground rods.

### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Install 1 4-foot microwave dishes.
- Install 1 6-foot microwave dishes.
- Install up to 450 linear feet of 7/8-inch transmission line.
- Install up to 380 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 2 microwave paths to ensure that the microwave dishes are optimally positioned.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.
- Install 1 automatic transfer switch and connect it to generator and electric main.
- Supply and install 12-inch-wide cable runway (up to 20 linear feet) inside the existing room.
- Supply and install 18-inch-wide cable runway (up to 20 linear feet) inside the existing room.
- Supply and install 1 cable entry panel with 6 ports.
- Ground all metallic objects in the interior of the existing room, to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near equipment locations.
- Supply and install 1 copper ground buss bar(s).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.

### Grounding Enhancement

- Supply and install 4 chemical rods.

### Miscellaneous Work

- Integration into existing solar system assuming the solar system can be integrated.

#### 4.6.3.4 Site Development at Duckwall Site

##### Site Scope Summary

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not included.
- Zoning Services—Not included.
- New fuel tank size—500 gallons, Type—Propane above-ground.
- New generator size—25 kW, Type—Outdoor.
- Existing tower to be used for antennas—60' Tower.

##### Motorola Responsibilities:

###### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of San Francisco Public Utilities Commission 2017.
- NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Perform the structural redesign of the tower upgrade and provide sealed construction drawings and specifications for the necessary structural modifications.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Conduct dispersive wave testing of foundations for a three legged self-supported tower to determine their structural details for analysis when tower drawings are not available.
- Preparation, submission and tracking of application for local permit fees (electrical, building etc.) and procurement of information necessary for filing.

### Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

### Site Components Installation

- Construct 1 concrete slab for 500 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Construct 1 foundation for the 25 kW generator with reinforcing steel necessary for foundations.
- Supply and install 1 500-gallon Liquid Propane (LP) fuel tank(s), fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- Supply and install 1 standby power generator (25 kW) located within 20 feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.

### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Supply and install 2 6-foot side arm(s) for antenna mounts.
- Install 1 4-foot microwave dish.
- Supply 1 4-foot dish mounts.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Install up to 55 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 1 microwave paths to ensure that the microwave dishes are optimally positioned.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

### Existing Facility Improvement Work

- Install 1 automatic transfer switch and connect it to generator and electric main.
- Ground all metallic objects in the interior of the existing room, to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near equipment locations.
- Supply and install 1 copper ground buss bar(s).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.

### Grounding Enhancement

- Supply and install 4 chemical rods.

### Miscellaneous Work

- Integration into existing solar system assuming the solar system can be integrated.

#### 4.6.3.5 Site Development at Mt. Allison Site

##### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not included.
- Zoning Services—Not included.
- Existing tower to be used for antennas—160' Self supported Tower.

##### **Motorola Responsibilities:**

###### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of San Francisco Public Utilities Commission 2017.
- NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Perform the structural redesign of the tower upgrade and provide sealed construction drawings and specifications for the necessary structural modifications.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Conduct dispersive wave testing of foundations for a three legged self-supported tower to determine their structural details for analysis when tower drawings are not available.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

###### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Supply and install 2 6-foot side arm(s) for antenna mounts.
- Install 1 4-foot microwave dishes.
- Supply 1 4-foot dish mounts.
- Install 1 6-foot microwave dishes.
- Supply 1 dish mounts for 6-foot microwave dishes.
- Install up to 380 linear feet of 7/8-inch transmission line.
- Install up to 220 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 2 microwave paths to ensure that the microwave dishes are optimally positioned.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

### 4.6.3.6 Site Development at CCWD Site

#### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not included.
- Zoning Services—Not included.
- Existing tower to be used for antennas—100' Self supported Tower.

#### **Motorola Responsibilities:**

##### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of San Francisco Public Utilities Commission 2017. NOTE: This task does not include mapping,

structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.

- Perform the structural redesign of the tower upgrade and provide sealed construction drawings and specifications for the necessary structural modifications.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Conduct ultrasonic measurements of tubular members of towers up to 350' to determine the wall thickness.
- Conduct dispersive wave testing of foundations for a three legged self-supported tower to determine their structural details for analysis when tower drawings are not available.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

#### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

#### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Supply and install 2 6-foot side arm(s) for antenna mounts.
- Install 2 4-foot microwave dishes.
- Supply 2 4-foot dish mounts.
- Install up to 260 linear feet of 7/8-inch transmission line.
- Install up to 220 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 2 microwave paths to ensure that the microwave dishes are optimally positioned.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

### 4.6.3.7 Site Development at Pelican Site

#### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not included.
- Zoning Services—Not included.
- Existing tower to be used for antennas—45' Self supported Tower.

#### **Motorola Responsibilities:**

##### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.



- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of San Francisco Public Utilities Commission 2017.
- NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Perform the structural redesign of the tower upgrade and provide sealed construction drawings and specifications for the necessary structural modifications.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Conduct ultrasonic measurements of tubular members of towers up to 350' to determine the wall thickness.
- Conduct dispersive wave testing of foundations for a three legged self-supported tower to determine their structural details for analysis when tower drawings are not available.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

#### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

#### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Supply and install 2 6-foot side arm(s) for antenna mounts.
- Install 1 4-foot microwave dishes.
- Supply 1 4-foot dish mounts.
- Install up to 150 linear feet of 7/8-inch transmission line.
- Install up to 95 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 1 microwave paths to ensure that the microwave dishes are optimally positioned.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

#### 4.6.3.8 Site Development at Burnout Ridge Site

##### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not included.
- Zoning Services—Not included.
- Existing tower to be used for antennas—180' Self supported Tower.

##### **Motorola Responsibilities:**

##### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of San Francisco Public Utilities Commission 2017.
- NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Perform the structural redesign of the tower upgrade and provide sealed construction drawings and specifications for the necessary structural modifications.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Conduct ultrasonic measurements of tubular members of towers up to 350' to determine the wall thickness.
- Conduct dispersive wave testing of foundations for a three legged self-supported tower to determine their structural details for analysis when tower drawings are not available.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Supply and install 2 6-foot side arm(s) for antenna mounts.
- Install up to 420 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

## 4.6.3.9 Site Development at Intake Radio Site S

### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not included.
- Zoning Services—Not included.
- Existing towers to be used for antennas —60' Self supported Tower.

### **Motorola Responsibilities:**

#### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.)
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The p sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of San Francisco Public Utilities Commission 2017.
- NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.

- Perform the structural redesign of the tower upgrade and provide sealed construction drawings and specifications for the necessary structural modifications.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Conduct ultrasonic measurements of tubular members of towers up to 350' to determine the wall thickness.
- Conduct dispersive wave testing of foundations for a three legged self-supported tower to determine their structural details for analysis when tower drawings are not available.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

#### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

#### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Supply and install 2 6-foot side arm(s) for antenna mounts.
- Install 1 4-foot microwave dish.
- Supply 1 4-foot dish mounts.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Install up to 85 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 1 microwave paths to ensure that the microwave dishes are optimally positioned.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

### 4.6.3.10 Site Development at Foresthill- Site

#### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not required.
- Zoning Services—Not required.
- Existing tower to be used for antennas—60' Self supported Tower.

#### **Motorola Responsibilities:**

##### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.)
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.

- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of San Francisco Public Utilities Commission 2017.
- NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Perform the structural redesign of the tower upgrade and provide sealed construction drawings and specifications for the necessary structural modifications.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Conduct ultrasonic measurements of tubular members of towers up to 350' to determine the wall thickness.
- Conduct dispersive wave testing of foundations for a three legged self-supported tower to determine their structural details for analysis when tower drawings are not available.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

#### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

#### Antenna and Transmission Line Installation

- Install 1 4-foot microwave dishes.
- Supply 1 4-foot dish mounts.
- Install up to 110 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 1 microwave paths to ensure that the microwave dishes are optimally positioned.

### 4.6.3.11 Site Development at Moccasin Peak- Site

#### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not required.
- Zoning Services—Not required.

- Existing tower to be used for antennas—60' Self supported Tower.

### **Motorola Responsibilities:**

#### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.)
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of San Francisco Public Utilities Commission 2017.
- NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Perform the structural redesign of the tower upgrade and provide sealed construction drawings and specifications for the necessary structural modifications.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Conduct ultrasonic measurements of tubular members of towers up to 350' to determine the wall thickness.
- Conduct dispersive wave testing of foundations for a three legged self-supported tower to determine their structural details for analysis when tower drawings are not available.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

#### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

#### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Supply and install 2 6-foot side arm(s) for antenna mounts.

- Install 1 4-foot microwave dishes.
- Supply 1 4-foot dish mounts.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Install up to 110 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Perform alignment of each of 1 microwave paths to ensure that the microwave dishes are optimally positioned.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

#### 4.6.3.12 Site Development at Poopenaut Pass- Site

##### **Site Scope Summary**

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not required.
- Zoning Services—Not required.
- Existing tower to be used for antennas—70' Self supported Tower.

##### **Motorola Responsibilities:**

##### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.)
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the construction activity. Motorola believes Environmental Impact Reports are not required for the SFPUC Radio and Microwave sites. The sites are all considered existing communication sites and have been previously disturbed and are not considered green sites. If any of the sites require Environmental Impact Reports, Motorola project team will assist SFPUC with gathering the information required for SFPUC to file the reports.
- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of San Francisco Public Utilities Commission 2017.
- NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Perform the structural redesign of the tower upgrade and provide sealed construction drawings and specifications for the necessary structural modifications.

- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Conduct ultrasonic measurements of tubular members of towers up to 350' to determine the wall thickness.
- Conduct dispersive wave testing of foundations for a three legged self-supported tower to determine their structural details for analysis when tower drawings are not available.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

#### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

#### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Supply and install 2 6-foot side arm(s) for antenna mounts.
- Install up to 200 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

### 4.6.3.13 SFPUC Responsibilities and Assumptions

#### **Customer Responsibilities, as required:**

- If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the SFPUC's responsibility.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees. All power to be delivered to with 50' of the compound.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the SFPUC shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the SFPUC will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.
- Provide property deed or existing lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.



- Conduct all the testing and documentation (balloon tests, photo simulations, expert testimony, etc.) required for the new tower sites.
- Secure power connection to the site, associated permitting and installation of a meter and disconnect within 50 feet of the shelter location.
- Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, shelter, generator, fuel tank etc.)
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.)
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the SFPUC or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this SOW.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- In the absence of geotechnical test data at the sites, normal soil conditions have been assumed. Normal soil is defined as per TIA/EIA 222-F guidelines.
- The new tower location will pass the FAA hazard study, FCC and environmental permitting.
- The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.
- If as a result of NEPA studies, any jurisdictional authority should determine that a communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- For new towers greater than 200 feet in overall height, FAA obstruction lighting has been included. Painting or dual lighting of any new towers has not been included.
- The site location can be finalized and lease agreement can be reached with the property owner by SFPUC within 60 calendar days after the start of the site acquisition effort.
- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).
- Underground utilities are not present in the construction area, and as such no relocation will be required.
- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location.

- Foundations for the shelter, generator and fuel tank are based "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included.

**Assumptions, as applicable:**

- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this SOW.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.
- The existing site has adequate room to expand and install the shelter, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, right-of-ways, or property lines.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over microwave dishes or the communications shelter has not been included in this SOW.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.
- On the existing tower, the antenna locations for the antenna system design will be available at the time of installation.
- The new shelter can be located within 20 feet of the existing tower location and the generator/fuel tank can be located within 25 feet of the shelter.
- Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.
- The site has adequate utility service to support the equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- Underground utilities are not present in the construction area and as such no relocation will be required.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA- 222 structural, foundation, ice, wind, and twist

and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.

- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- Foundations for shelter, generator, and fuel tank are based on “normal soil” conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of equipment, based on applicable codes and Motorola’s R56 standards.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola’s R56 standards.
- The floor can support the new loading. Physical or structural improvements to the existing room will not be required.
- Existing solar system can be integrated into new electrical system described herein.
- As Built documentation for existing tower structures is available so that MSI can complete the structure analysis. Should there be no as built documentation available; MSI can provide a menu of tasks to reverse engineer the tower design with a negotiated change order.

#### 4.6.3.14 Site Development and Improvement Completion Criteria

Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any customer/Motorola approved changes) and approved by San Francisco Public Utilities Commission.

- This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and customer prior to project kick off; vendor solely responsible for conducting, coordinating and paying for all jurisdictional testing and inspections.)
- Motorola site development checklist shall be completed and signed off by contractor prior to customer inspection. (Review with project team and customer and amend checklist as required at project kick off or before work begins.)
- Site turn-over package completed and turned over to Motorola (As defined and agreed to with project team and customer.)
- All punchlist and deficiencies shall be completed prior to customer and Motorola inspections.

#### 4.6.4 Migration Plan (Cutover Plan)

This Migration Plan details the steps necessary to transition the SFPUC users to the new P25 radio infrastructure. Motorola has experience on migrating our customers to P25 systems on hundreds of systems throughout the world. This plan has been written to minimize the impact to the SFPUC end-users based on Motorola’s extensive experience.

There are many ways to migrate the SFPUC system and users successfully, and this migration plan represents one possible strategy. Finalizing the plan will necessarily include the direct input provided by SFPUC's project team, departments, and communications center dispatchers and supervisors. Motorola will work with SFPUC to conduct several cutover meetings to address both how to deal with the technical and communication impact to the users, and the general operational issues and planning that needs to be accommodated for the various agencies impacted. Once agreed-upon by all stakeholders, the full migration methodology will be mutually agreed upon to ensure that an effective and efficient transition occurs from the old radio system to the new system with minimum impact on user operations.

This plan considers all of the components of the system including:

- Subscriber radios.
- Site upgrades & power systems.
- Microwave & backhaul integration.
- Land mobile radio infrastructure.
- Dispatch systems.
- Coverage Fill-in solutions.

This preliminary migration plan is divided in three phases:

- Phase 1 - Pre-cutover preparation.
- Phase 2 - Cutover execution.
- Phase 3 - Post-cutover activities.

For the final migration plan, Motorola will prepare an Impact Timeline (ITL). The ITL will detail timelines, sequence of events, resources involved, any potential downtime, operational details, and the order in which departments will move to the new system. It will also detail how communications will occur for each department during the migration process. Technical details will also be prepared involving identification of locations of all equipment locations, port numbers, configurations, and dependencies to ensure that each phase is completed successfully.

This migration plan is based on Motorola's unique ability to distribute new public safety subscribers that can be programmed to operate on the San Francisco's existing radio system in the interim period as well as operate on the new radio system at the moment of cutover.

#### 4.6.4.1 Phase 1: Pre-Migration Preparation

The pre-cutover phase is the most important phase. This is where all the planning of the detailed migration plan occurs for a successful migration. The following outline establishes the starting point for cutover planning to aid SFPUC and Motorola in the crafting of a viable strategy.

Careful, up-front planning will enable SFPUC and Motorola to work closely with end-users to ensure that their activities are minimally disrupted.

During the Design Review phase of the project, SFPUC and Motorola project teams will commence activities to transform this preliminary Migration Plan outline into a comprehensive and detailed cutover plan, complete with a timeline of events that will guide the collective actions leading up to, during, and following the actual transition from SFPUC current systems to the new ASTRO 25 Project 25 system. The preliminary plan is as follows:

- **Site Preparation**—Motorola will perform all site civil work, including ensuring power systems, rack space, and R56 work is completed. This work also includes ensuring that the power is

available for each piece of equipment being installed as well as rack space cleared and ready for rack installation.

- **Backhaul Preparation**—The first step will be to implement the microwave backhaul and integrate it with the existing SFPUC backhaul. Motorola will test the backhaul links to ensure the link performance for utilization in the P25 system.
- **Training and Template Development**—Motorola will perform training per the Training Plan included in Section 4.6.6, Training Plan. Motorola will create the programming templates for the system and subscribers with input from end-users.
- **System Installation and Testing**—Motorola will install the radio and dispatch equipment at each site and integrate it with the San Francisco P25 system. Motorola will be able to install and fully test the new P25 RF and dispatch infrastructure system in parallel with the existing low-band infrastructure, which will allow for full testing of the system prior to placing SFPUC users onto the system. This step will include the Acceptance Testing of the system.
- **Training and System Configuration**—Motorola will work with SFPUC to perform the proper training on all components of the new system. Motorola will also work with SFPUC in development of the appropriate configuration templates for the dispatch and subscriber radios. Proper training is essential to ensure for a smooth transition.

#### 4.6.4.2 Phase 2- Migration Execution

Phase 2 of the plan is where users of the system are placed onto the system. The presumed parallel installation of the new and existing systems should allow for this to be an easy transition. Once the system is ready for use subscriber radios will be placed in the hands of the field users and dispatchers will begin dispatching utilizing the new system.

Motorola will monitor closely this migration activity to ensure that the transition is smooth and the expectations of SFPUC users are met.

#### 4.6.4.3 Phase 3- Post Migration Activities

After the successful execution of the migration plan, post-migration activities will commence. These will include

- Commencement of 90 day burn-intest.
- Monitoring the system for any indications of issues.
- Site cleanup.
- Warranty Begins.

### 4.6.5 Test Plans

Under the direction of the Motorola Project Manager, teams consisting of representatives from San Francisco Public Utility Commission (SFPUC) and Motorola will execute agreed-upon test procedures to confirm that the system has been designed and installed to meet all of the features and performance capabilities agreed upon in the contract. This section is a comprehensive Acceptance Test Plan written to meet the particular requirements of SFPUC.

#### 4.6.5.1 Acceptance Tests

Motorola will verify the SFPUC system using the following types of tests:

- **Factory Acceptance Test (FAT)**—The purpose of a FAT is to demonstrate the features and functionality of the system prior to site installation. This testing is completed at Motorola’s Customer Center for Solutions Integration (CCSi). CCSi testing provides SFPUC with the ability to see their equipment assembled under one roof, to witness the functional testing phase prior to shipment to the site, and to have the satisfaction of seeing the equipment operate before it leaves the facility for site installation. The P25 system is a compilation of RF sites and dispatch sites which will ultimately be connected to the San Francisco system that may already be deployed. If this is the case the actual testing of the system may be limited in scope. The Microwave Backhaul System and Antenna Systems will not be staged at CCSi and will not be part of the FAT.
- **System Acceptance Test (SAT)**—Motorola will test SFPUC system by conducting System Acceptance Testing (SAT). The purpose of a SAT is to demonstrate the features and functionality of the system after installation in the field. This field functional testing takes place at the designated system installation location and verifies that all system features and functionality are working as described within the system description.
- The SAT includes testing of the microwave backhaul as well as the P25 radio and dispatch system.
- **Coverage Acceptance Test Plan (CATP)**—A Coverage Acceptance Test is conducted to verify that the voice radio system implemented by Motorola meets or exceeds the proposed coverage reliability within the SFPUC service area as indicated on Motorola’s coverage maps.

#### 4.6.5.2 Acceptance Test Procedures (ATPs)

The test procedures reflect the extent of the testing to be provided to SFPUC. The tests to be performed will be mutually agreed upon during the Design Review phase of the project and will be conducted by representatives of SFPUC and Motorola. Motorola has included what they feel is adequate labor to complete testing of the system.

#### 4.6.5.3 Test Conduct

Each test will begin on the date agreed upon by Motorola and SFPUC as stated within the project schedule. The following sections describe test conduct for the types of testing to be provided as part of this SOW.

#### 4.6.5.4 Factory Acceptance Testing

Prior to FAT, major equipment serial numbers and firmware/software versions, if applicable, will be recorded to create a baseline for future reference. In the unlikely event that a change needs to be made after the start of testing to correct a deficiency, the baseline will be revised to reflect the current state of the system. After each test, the equipment will be returned to its original operating condition.

During test conduct, all measurements or outcomes will be recorded within the test procedure, if indicated. The result of a test step could be “Pass”, “Fail”, or a measured value. A check mark in the “Pass” field or in the appropriate box will be sufficient to indicate that a step has passed the test. When all steps in a specific test pass, a representative from Motorola and SFPUC will sign the test procedure form to indicate the system has passed that test.

If a failure occurs, a check will be placed in the fail column within the test procedure and an entry made on a Punch List Report Form. This form includes the date and time the entry was opened, the

date closed, the test number and step, a description of the failure, and an exception report code. Table 4-52 shows the types of exception report codes used during FAT.

Table 4-52: Exception Procedure Codes

Exception Procedure Code	Definition
<b>AI—Accept as Is</b>	This exception item minor and does not require any corrective action.
<b>CS—Pen and ink Correction to Specifications or procedures.</b>	This is not an exception item, but is recorded for future reference. It delineates corrections to specifications or an acceptance test procedure on the punchlist.
<b>CM—Corrective action required by Motorola as part of Contract</b>	This exception item falls within Motorola's Contract commitment.
<b>MA—Management Action required</b>	This exception item reflects a disagreement on site, to be resolved between SFPUC and Motorola project management.
<b>CR—Change Request with or without additional cost</b>	This exception item lies beyond Motorola's Contract commitment.

In the case that the correction of variances may invalidate some or all previously completed acceptance tests (depending upon the extent of the changes made), Motorola and the SFPUC will agree as to which test must be repeated once the variance is fixed.

#### 4.6.5.5 System Acceptance Testing

SAT is a field functional test conducted to ensure that the system meets the requirements as stated within the contract. The test is to occur at the site locations designated by SFPUC and will begin on the date agreed upon by Motorola and SFPUC as stated within the project schedule.

After the test has been completed, the test procedure documents will be submitted as part of the system manual.

During test conduct, all measurements or outcomes will be recorded within the test procedure, if indicated, resulting in either a "Pass" or "Fail".

- **Pass**—A check mark in the "Pass" field or in the appropriate box will be sufficient to indicate that a step has passed the test. When all steps in a specific test pass, a representative from Motorola and SFPUC will sign the test procedure form to indicate the system has passed that test.
- **Fail**—If a failure occurs, a check will be placed in the fail column within the test procedure and an entry made on a punchlist. The punchlist will include the date and time the entry was opened, the date closed, the test number and step, a description of the failure.

In the case that the correction of variances may invalidate some or all previously completed acceptance tests (depending upon the extent of the changes made), Motorola and SFPUC will agree as to which test must be repeated once the variance is fixed.

#### 4.6.5.6 Coverage Acceptance Testing

The Coverage Acceptance Test Plan (CATP) is designed to verify that the voice radio system implemented by Motorola meets or exceeds the required coverage reliability of 95% with an audio quality of DAQ 3.4 or better as predicted by the Motorola coverage maps included in Appendix D, Coverage Maps. Motorola has delivered preliminary coverage maps to SFPUC. Formal coverage

maps will be prepared and delivered to SFPUC as part of the design review phase of the project. The formal CATP prepared during the design review phase of the project will be based upon these maps.

The CATP defines the coverage testing method, procedure, coverage acceptance criterion, test documentation, and the responsibilities of both Motorola and the representatives of SFPUC.

Coverage Acceptance Testing is based upon a coverage prediction that accurately represents the implemented infrastructure and parameters that are consistent with the contract agreements. If the implemented system varies from the design parameters, then a revised coverage map will be prepared. New test maps will reflect the measured losses and gains associated with the implemented infrastructure and subscribers. These will be used to define the test configuration and the predicted coverage area reliability commitment.

To verify that the radio coverage's reliability is met, the entire coverage area (painted area on the coverage map) contained within the SFPUC boundaries will be tested. The coverage map will be used to develop test tiles, which will equal approximately:

- One mile tiles in the San Joaquin Valley.
- ½ mile grids in the SFPUC Watersheds.
- ¼ mile grids in all other areas.

If any of these regions do not have sufficient test grids for a valid test based on grids of these sizes, smaller grid sizes may be utilized.

Per the TSB-88 guidelines, a random location will be selected within each grid for subjective inbound and outbound testing will be completed to ensure that the system coverage meets the minimum required threshold. The coverage test will be deemed to be acceptable if 90% of the test tiles within the counties' painted area achieve a pass indication as required by SFPUC.

Each of the three regions indicated will be tested independently. Failure of a specific region will not fail the entire test, but only that region. Motorola will evaluate the cause of the failure, rectify it, and retest the region.

#### 4.6.5.7 Levels of Acceptance

There are two levels of acceptance—System Acceptance and Final Project Acceptance. When all test phases have been completed per the contract and approved by both SFPUC and Motorola, a System Acceptance Certificate will be presented to SFPUC for approval and signature. Final Project Acceptance occurs after System Acceptance and when all contract deliverables and other tasks have been executed. Further description regarding System Acceptance and Final Project Acceptance can be found within Section 8 of the Communications System Agreement (CSA) located in Section 6, Terms and Conditions. An example of a System Acceptance Certificate is also contained within the CSA as an exhibit.

#### 4.6.5.8 90-Day Operational Burn-In Test Plan and Methodology

The 90-day Operational Burn-In test is designed to demonstrate the successful operation of the system over a period of time. The 90-day standalone test requires the ASTRO 25 system to operate within the required parameters of the final system design without major failure as described below. This test includes all infrastructure equipment installed and/or programmed prior to the beginning of the test. This test shall run for 90 calendar days without a major failure, as identified below. The



final details of the test and the methodology of the test shall be defined during the Detailed Design Review and shall include the following:

- Evaluation Period.
- Major Operational Fault Defined.
- Operational Fault Identification Procedure.
- Operational Fault Testing Procedure.
- Test Restart for Operational Fault Repair.
- Successful Completion of the 90 Day Period Test.

Motorola with the help of the SFPUC personnel shall document all communications outages or degradation to communications quality whether or not they are attributable to work or materials provided by Motorola. Documentation shall include but is not limited to:

- Test start and stop dates and times.
- Explanations for the outages or degradation and all corrective action.

A copy of the document shall be provided to SFPUC on a weekly basis during the test, and the completed original document shall be provided to SFPUC upon completion of the 90-day test. Final system acceptance of the ASTRO 25 system follows the successful completion of the test.

#### 4.6.5.9 Evaluation Period

The evaluation period for the ASTRO 25 System shall begin at 8:00 AM on the test day decided during the Detailed Design Review, and shall run for a duration of 90 calendar days (excluding scheduled down time or maintenance). If at any time during the 90-day test period, SFPUC feels that the system has met all requirements, and is operating to SFPUC's complete satisfaction the test can be terminated and can proceed to the Final Project Acceptance phase.

#### 4.6.5.10 Major Operational Fault Defined

A major operational failure is defined as the following:

- Any failure which causes a loss of 10% or more in capacity or coverage (Any failure resulting in the loss of one entire trunked site or 2 or more simulcast channels at all sites.)
- Any failure which causes a loss of simulcast capability for more than 1 minute.
- Any failure which causes the loss of the primary core.
- Any failure that causes the loss of 10% or more of the total consoles.
- Any failure that causes the loss of more than one repeater to fail at any one site.
- Concurrent failure of three or more switches and/or routers.
- Corruption of any system database.

All of the above faults will be considered major operational faults provided they are a failure of Motorola provided equipment and not SFPUC provided services/activities, equipment or networks such as existing microwave, power, backhaul, or fiber.

The following failures are not considered major operational faults and shall not be charged against the 90-day test:

- Failure of any single component that does not create a major operational fault as defined above. For example, the failure of a redundant core component.
- SFPUC provided services or activities not authorized by Motorola which contribute to an operational fault.

- SFPUC provided subsystems (i.e. power, HVAC, grounding, etc.)
- SFPUC provided links.
- SFPUC provided software.
- Communication outages or degradation to communications quality that are not attributable to the work performed or the materials provided by Motorola.
- A site/simulcast cell in Site Trunking operation for 1 minute or less does not constitute a complete failure of a simulcast cell or site.

#### 4.6.5.11 Operational Fault Identification Procedure

If SFPUC perceives a fault, SFPUC has the responsibility for notifying Motorola within 12 hours of the fault. SFPUC shall track and summarize all problem reports related to the System and with Motorola personnel to determine if the fault is caused solely by the Motorola equipment.

Motorola will then repair the fault at no charge to SFPUC. Motorola will use the Operational Fault Testing Procedure, described below, to determine the nature of the perceived fault.

#### 4.6.5.12 Operational Fault Testing Procedure

Motorola will use proven troubleshooting and test equipment procedures as well as experienced personnel to verify the fault. Motorola will use the same equipment and procedures that were used to complete the testing and optimization of the system to verify the fault. Successful verification of the fault, as defined by the Major Operational Fault criteria, will result in the implementation of the repairs to correct the Operational Fault.

#### 4.6.5.13 Test Restart for Operational Fault Repair

In the event of a major operational fault, the existing 90-day evaluation period will terminate. Motorola shall repair any verified Operational Fault. If a repair can't be made immediately, SFPUC will be notified of the scheduled repair time. Upon successful implementation of the repairs, Motorola shall notify SFPUC. SFPUC, in conjunction with Motorola, shall test the repairs to ensure full operations of the system. At the completion of the operational test, the 90-day test shall resume upon the following calendar day.

In the event of a catastrophic system failure, the respective Program Managers of Motorola and SFPUC will mutually agree upon the point at which the Acceptance Testing will resume.

If failures that are not considered major operational faults occur, the test shall be suspended until such time as the problem is corrected. The test shall then resume from the time it was suspended. The duration of the test suspension shall not count as part of the 90-day test.

Except as expressly listed, any other defect is not an operational fault or Motorola's responsibility. For example, everything beyond the Motorola defined demarcation points is the responsibility of SFPUC. Other Motorola components that may fail during the evaluation period will be repaired under warranty at no charge to SFPUC, but shall not be an operational fault.

#### 4.6.5.14 Successful Completion of the 90 Day Period

At the successful completion of the 90 day Operational Period, as defined by the Key Performance Indicators, the test will be deemed successful and the Final System Acceptance shall be granted.

## 4.6.6 Training Plan

Motorola understands that successful implementation and use of your communications system depends on effective training. We have developed a training SOW for SFPUC to ensure a comprehensive understanding of your system and all user equipment. We are leveraging over 85 years of training experience working with customers just like you to provide recommendations for your consideration. The training SOW detailed in the following pages incorporates customer feedback coupled with a best practices systematic approach to produce effective course delivery and content.

Our commitment to SFPUC is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system. To do so, we directly train your personnel to utilize the system to its maximum potential.

The SFPUC personnel will gain in-depth understanding of the power of your new system through education and proficient daily use. Our high-quality training focuses on student needs. The training is complemented by detailed documentation and available continuing education programs.

We will collaborate with SFPUC to develop a final customized training plan that fits your needs. Our goal is to insure system administrators, technicians and end-users are skilled in using your new system.

### 4.6.6.1 Training Approach

Our training solutions deliver a combination of online training and field based instructor-led training in classrooms at SFPUC locations using operational equipment. Motorola will employ knowledgeable and experienced instructors to deliver well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs. It focuses on specific application rather than theory.
- Learning objectives are based upon what students need to accomplish on the job.
- Hands-on lab opportunities using SFPUC specific job aids are incorporated to maximize learning and retention.

Our instructors bring invaluable experience and knowledge of customer communication solutions into their training approach. This gives them better insight and understanding into the practical aspects of SFPUC manager, technician and end-user job functions. Each instructor has the proven ability to communicate with a novice as well as expert personnel.

#### 4.6.6.1.1 Quality of Instructors

A careful blending of background, experience and continuous training creates a grounded, intellectually stimulating, and accessible instructor that will professionally deliver your training. Understanding that, the instructor will generate a training environment where students feel empowered to learn.

You can be assured that your Motorola instructor utilizes the Needs Analysis of your product or system. The process also ensures that your instructor readily understands the equipment, fashioning a smooth and effective training event.

#### 4.6.6.1.2 Quality of Material

Course material performs a vital role in the training process and in the transfer of knowledge to the job site. It is not enough for the material to look professional. Course curriculum follows a design philosophy that instructors adhere to during the training event. Good course materials are easy to use and well integrated into the course design.

Because Motorola follows research-driven instructional design methodology, our course materials are specifically designed for ease of use and effective transfer of knowledge to the job. Course curriculum can be tailored to reflect your individual product. We provide relevant documentation pertaining to your product during the training event.

**The Interactive End User Tool Kit (iEUTK)** (Figure 4-44) is a revolutionary knowledge transfer tool designed to accelerate learning. Using the iEUTK allows trainers to customize operator training to match unique button, feature programming, and displays provided in the system.

Each iEUTK is user friendly and menu driven. The home page in every iEUTK provides excellent navigation to the multiple areas of interest for the specific communication device. Operators select "Getting Started" to view a highly informative video overview that helps build solid foundational knowledge and quickly brings users up to speed on the operational theory of their specific device. The tailored materials are developed on-site using tool kits that allow users to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the iEUTK screens. The tailored selections are saved to an electronic file that the Motorola training team sends to the printer to develop the training materials. The trainers use the iEUTK to generate their instructor guides, incorporating standard operating procedures, notes, and reminders.

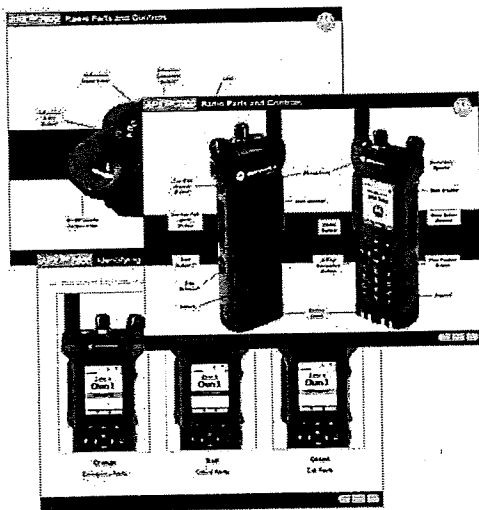


Figure 4-44: The iEUTK will enable San Francisco to generate training materials on an as-needed basis depicting current features and functionality.

#### 4.6.6.2 SOW Courses

Motorola has identified the following course(s) that are necessary to achieve the training goals for SFPUC. Course description files for the recommended courses are provided in the matrix below. Class delivery for instructor-led courses in the field will be tailored for your system and features. Specifically, our training plan addresses the following categories as identified in your request for SOW:

- System Administrators.
- Technicians.
- Radio Technicians
- Console Operator Training.

It is recommended that students bring their laptop computers for all System Administrator and Technician Classes.

#### 4.6.6.2.1 Planning Stage Training Plan

Course	Target Audience	No. of Sessions	Duration	Location	Date	No. of Attendees
<b>ASTRO 25 Systems Fleetmapping Workshop</b> (Instructor-led)	System Administrators & Technicians	1	5 days	Millbrae or Moccasin, CA	Early in the system planning stage	7
<p><b>Course Synopsis:</b> This workshop addresses topics necessary for the effective planning and mapping of an ASTRO 25 IV&amp;D radio system. During this course, the participants will learn about ASTRO 25 features, capabilities, and restrictions in order to effectively plan for a new or upgraded ASTRO 25 system.</p>						

#### Course Descriptions

##### ASTRO 25 Systems Fleetmapping Workshop RDS1017

###### Duration:

- 4.5 days.

###### Delivery Method:

- ILT-Instructor-led training.

###### Target Audience:

- Pre-sale customers, system managers, administrators, planners and technicians.

###### Course Synopsis:

This workshop addresses topics necessary for the effective planning and mapping of an ASTRO 25 IV&D radio system. During this course, the participants will learn about ASTRO 25 features, capabilities, and restrictions in order to effectively plan for a new or upgraded ASTRO 25 system.

###### Prerequisite:

- None.

###### Course Objectives:

After completing the course, the participant will be able to:

- Define what a fleetmap is and why one is needed.
- Understand the methodologies used to configure radio users groups with the goal of optimizing the system resources.

- Enable participants to knowledgably assist with fleetmapping decisions.
- Discuss frequency band plan, organization, and management.
- Describe basic planning requirements.
- Complete worksheets required to create a fleetmap based on sample operational requirement information.

Course Modules:

- Module 1: Introduction.
- Module 2: ASTRO 25 System Architecture:
  - 2-1: Overview.
  - 2-2: Supported Architecture Types.
  - 2-3: ASTRO 25 IP Integration.
  - 2-4: Basic Components.
  - 2-5: Characteristics.
  - 2-6: Network Management Applications.
  - 2-7: Radio Frequency Subsystems.
  - 2-8: Repeater Site.
  - 2-9: Multisite Subsystems–Simulcast.
- Module 3: Frequency Band Plan Management:
  - 3-1: Considerations and Warnings.
  - 3-2: Overview.
  - 3-3: Elements.
  - 3-4: Foreign System Frequency Plan.
  - 3-5: Channel Assignment Methods.
  - 3-6: UNC Wizard.
  - 3-7: Channel Access.
- Module 4: Fleetmapping Technical Overview:
  - 4-1: Set Up.
  - 4-2: System Organization.
  - 4-3: Benefits.
  - 4-4: Talkgroups/Multi-groups/Agency groups.
  - 4-5: Radio Users.
  - 4-6: Talkgroups in an Organization.
  - 4-7: Organizing Fleetmap Tasks.
  - 4-8: Organizing Fleetmap Other Factors.
  - 4-9: Identifying Radio Users.
  - 4-10: Identifying Data Services Users.
  - 4-11: Radio Users into Talkgroups.
  - 4-12: Radio Users and All Assigned Talkgroups.
  - 4-13: Talkgroups in Multi-groups.
  - 4-14: Multi-groups in Agency Groups.
  - 4-15: Assigning IDs and Aliases.
  - 4-16: Creating ID Ranges.
  - 4-17: Identifying Talkgroup, Multi-group, and Agency Group IDs.
  - 4-18: Identifying Console IDs.
  - 4-19: Console ID Assignment.
  - 4-20: Alias Assignment.
  - 4-21: Home Zones.

- 4-22: Home Location Register (HLR).
- 4-23: Visitor Location Register (VLR).
- 4-24: HLR and VLR per Zone.
- 4-25: Priority Levels.
- 4-26: Secure Keys.
- Module 5: Fleetmapping Configuration:
  - 5-1: Feature Assignment.
  - 5-2: Home Zone Assignments.
  - 5-3: Data Services.
  - 5-4: Secure Voice Requirements.
  - 5-5: System Access.
  - 5-6: User Access.
  - 5-7: Hierarchy of System Management Users.
  - 5-8: System Management.
  - 5-9: Database Access.
  - 5-10: Subscriber Programming.
  - 5-11: Radio Programming.
  - 5-12: Subscriber Ranges.
  - 5-13: Subscriber Range Assignment.
  - 5-14: Additional Considerations.
- Module 6: Fleetmapping Operation:
  - 6-1: ASTRO 25 System Checklist.
  - 6-2: Contingency Planning.
  - 6-3: Escalation Plan.
  - 6-4: Additional Contingency Planning.
- Module 7: Worksheets:
  - 7-1: List of Fleetmapping Worksheets.
  - 7-2: Current and Future Equipment Quantities Worksheet.
  - 7-3: Available Sites Worksheet.
  - 7-4: Individual Radio Users Worksheet.
  - 7-5: Serial Number to Radio ID Worksheet.
  - 7-6: Radio User to Radio ID Worksheet.
  - 7-7: Talkgroup IDs and Aliases Worksheet.
  - 7-8: Multi-groups and Associated Talkgroups Worksheet.
  - 7-9: Agency Groups and Associated Multi-groups.
  - 7-10: Radio Users Assigned to Talkgroups Worksheet.
  - 7-11: Communications and Radio Feature Mapping Worksheet.
  - 7-12: Console IDs Worksheet.
  - 7-13: Secure Keys Worksheet.
  - 7-14: Talkgroup Matrix Worksheet.
  - 7-15: Lab - Create a Fleetmap.
  - 7-16: Course Conclusion.

4.6.6.2.2 Technical & System Management Training Plan-

Course	Target Audience	No. of Sessions	Duration	Location	Date	No. of Attendees
<b>ASTRO 25 IV&amp;D System Applied Networking</b> (Instructor-led)	System Administrators & Technicians	1	5 days	Millbrae or Moccasin, CA	Prior to remaining classes	7
<b>Course Synopsis:</b> This course provides the participant with the necessary networking information required for understanding the Network Transport subsystem components installed in an ASTRO 25 IV&D communications system. The course includes familiarization with basic networking concepts and the networking components deployed throughout the system.						
<b>ASTRO 25 IV&amp;D System Overview</b> (Self-paced; On-Line) Prerequisite	System Administrators & Technicians	1	2.5 hours	Self-paced; Online	Prior to remaining classes	14
<b>Course Synopsis:</b> The ASTRO <sup>®</sup> 25 IV&D System Overview course will provide participants with knowledge and understanding of the ASTRO <sup>®</sup> 25 IV&D system. This course will address M, L and K Core systems. System architecture, components and features will be explained. In addition, RF and console sites and their architecture, features and components will be discussed. Finally, call processing for voice and mobile data applications will be covered, and an introduction to applications available in the ASTRO <sup>®</sup> 25 system will be provided.						
<b>ASTRO 25 IV&amp;D Radio System Administrator Workshop</b> (Instructor-led)	System Administrators	1	5 days	Millbrae or Moccasin, CA	Prior to managing the system	7
<b>Course Synopsis:</b> This workshop covers administrator functions for an ASTRO 25 Integrated Voice and Data (IV&D) System. Learning activities in this course focus on how to use the different ASTRO 25 IV&D System Management applications. Participants will be provided with an opportunity to discuss how to structure their organization and personnel for optimal ASTRO 25 IV&D system use						
<b>APX CPS Programming and Template Building and Radio Management</b> (Instructor-led)	Radio Technicians	1	5 days	Millbrae or Moccasin, CA	Prior to programming radios	7



Course	Target Audience	No. of Sessions	Duration	Location	Date	No. of Attendees
<p><b>APX CPS Course Synopsis:</b>  The APX CPS Programming and Template Building course provides communications management personnel and technicians with the knowledge and training necessary to build templates and program APX portable/mobile subscriber radio's in the most efficient way possible. The content, parameters and exercises demonstrated in this class apply to the APX portable and APX mobile.</p> <p><b>Radio Management Course Synopsis:</b>  Participants will learn the capabilities, features, and functions of the APX Radio Management Suite. This course will cover an APX CPS overview, APX Radio Management Overview, Basic Networking Primer, ASTRO 25/CEN Networking and UNS Overview, and APX Radio Management Installation, Configuration, and Operations. In addition, the course will contain labs that will focus on installation, configuration, and operation using both wired and POP25 updates to APX Subscriber radios in both a LAN and WAN environment</p>						
<b>ASTRO 25 IV&amp;GTR 8000 Repeater Site and IP Based Digital Simulcast Workshop</b> (Instructor-led)	Technicians	1	5days	Millbrae or Moccasin, CA	Prior to maintaining	7
<p><b>GTR 8000 Course Synopsis:</b>  This workshop describes the components in the ASTRO 25 IV&amp;D System Repeater Site with GTR 8000 expandable site subsystem. This course also presents how the GTR 8000 expandable site subsystem operates and explains the tools and methods available for troubleshooting components within the subsystem.</p> <p><b>IP Simulcast Course Synopsis:</b>  The ASTRO 25 IV&amp;D IP Based Digital Simulcast workshop provides an understanding of the components that comprise the ASTRO 25 IV&amp;D IP Simulcast subsystem, and how they operate in conjunction with each other. The workshop also explains the tools and methods available for troubleshooting components within the IP Based Simulcast subsystem.</p>						
<b>MCC 7500 Dispatch Console Workshop</b> (Instructor-led)	Console Technicians	1	4 days	Millbrae or Moccasin, CA	Prior to maintaining	7
<p><b>Course Synopsis:</b>  This course familiarizes participants with the installation, configuration, management and repair of MCC 7000 Series IP dispatch consoles. It also covers Archiving Interface Servers, AUX I/O servers, and Conventional Channel Gateways. The focus is on a detailed discussion of console hardware and hands-on activities with the installation and configuration of the MCC 7000 Series IP dispatch consoles.</p>						

## Course Descriptions

### ASTRO 25 Systems Applied Networking NWT003

#### Duration:

- 5 days. Delivery Method:
- ILT - Instructor-led Training.

#### Target Audience:

- Technical system managers, technicians, and engineers.

#### Course Synopsis:

This course provides the participant with the necessary networking information required for understanding the Network Transport subsystem components installed in an ASTRO 25 IV&D communications system. The course includes familiarization with basic networking concepts and the networking components deployed throughout the system.

#### Prerequisites:

- None.

#### Learning Outcome:

After completing this course, the participant will be able to:

- Understand basic networking concepts.
- Describe the various Transport Network Subsystem components.
- Define the LAN topologies for each system.
- Define the WAN topologies for each system.
- Identify the expanse of Network Management across each system.
- Discuss HP switch and Motorola Series router configurations.
- Describe and perform the backup/restore procedures for the HP switch and Motorola Series routers in the ASTRO 25 system.

#### Course Modules:

- Module 1: Basic Networking Concepts
  - Terminology and acronyms.
  - LANS and WANS.
  - Basic protocols.
  - Network troubleshooting commands.
- Module 2: ASTRO 25 Network Transport Subsystem:
  - Call Processing:
    - ◆ Block diagram description of how a call travels through the system.
    - ◆ Identification and isolation of the network components.
  - Network Components:
    - HP switches - description and location in the network:
      - ◆ Menu-driven configuration.
      - ◆ Web-based configuration.
    - Cooperative WAN Routing—description and location in the network.
    - Motorola Series Routers—description and location in the network:
      - ◆ Command line interface configuration.
      - ◆ Menu-driven configuration.

- ◆ Web-based configuration.
    - Router Manager - location and application identification.
- Module 3: Network Concepts:
  - Identify the LAN portion(s) of the network.
  - Identify the LAN Protocols and describe where they are in the network.
  - Identify the WAN portion(s) of the network.
  - Identify the WAN protocols and describe where they are present in the network.
- Module 4: Hands-on practice:
  - Backup and restore HP switch configurations.
  - Backup and restore Motorola Series router configurations.
  - Create router boot configuration file.
  - Flash routers with new operating system.

## **ASTRO<sup>®</sup> 25 IV&D System Overview AST1038**

### Course Description

The ASTRO<sup>®</sup> 25 IV&D System Overview course will provide participants with knowledge and understanding of the ASTRO<sup>®</sup> 25 IV&D system. This course will address M, L and K Core systems. System architecture, components and features will be explained. In addition, RF and console sites and their architecture, features and components will be discussed. Finally, call processing for voice and mobile data applications will be covered, and an introduction to applications available in the ASTRO<sup>®</sup> 25 system will be provided.

### Target Audience

- Core Technicians.
- Site Technicians.
- Console Technicians.
- Core Managers.

Secondary audience: Anyone seeking general information on the ASTRO<sup>®</sup> 25 system.

### Course Objectives

At the end of this course, the participant should:

- Understand the general architecture of an ASTRO<sup>®</sup> 25 IV&D Radio System.
- Understand key features of available in the ASTRO<sup>®</sup> 25 IV&D Radio System.
- Understand the components of the ASTRO<sup>®</sup> 25 Zone Core.
- Understand site components in the ASTRO<sup>®</sup> 25 system.
- Understand the features, capabilities and components of the MCC7000 series dispatch consoles.
- Understand concepts of Mobility and Call Processing in the ASTRO<sup>®</sup> 25.
- Understand the applications for managing the ASTRO<sup>®</sup> 25 system.

### Requisite Knowledge

- None.

### Delivery Method

- OLT.
- OLT = Online Training.

- ILT = Instructor Led Training.
- VILT = Live Instructor led training with remote access.

Duration

- 2.5 hours.

Course Structure

- M Core/L Core:
  - System Architecture.
  - System Features.
  - Zone Core Components.
  - Repeater Sites.
  - Simulcast Sites.
  - Console Sites.
  - Conventional Sites.
  - Site Status.
  - Information Types and Paths.
  - Voice and Data Processing.
  - Mobility Management.
  - Applications Overview.
- K Core:
  - System Architecture.
  - System Features.
  - Zone Core Components.
  - Console Sites.
  - Conventional Sites.
  - Information Types and Paths.
  - Voice and Data Processing.
  - Mobility Management.
  - Applications Overview.

**APX CPS Programming and Template Building**

Duration:

- 2 days in the field.

Delivery Method:

- ILT - Instructor-led Training.

Target Audience:

- Radio Technicians, System Managers and anyone responsible for programming APX subscriber radios.

Course Synopsis:

The APX CPS Programming and Template Building course provides communications management personnel and technicians with the knowledge and training necessary to build templates and program APX portable/mobile subscriber radio's in the most efficient way possible. The content, parameters and exercises demonstrated in this class apply to the APX portable and APX mobile.

Prerequisites:

- Knowledge of the basic features of two-way radios, and the basic concepts of conventional and trunking systems.

Course Objectives:

After completing this course, the student will be able to:

- Build APX portable/mobile templates using the APX Customer Programming Software(CPS) Program the specific parameters related to various radio system configurations: Conventional, Single Site Trunking, Simulcast, SmartZone, ASTRO 25 and ASTRO 25 X2.
- Demonstrate detailed knowledge of APX CPS navigation, tools, options and features that make efficient programming of the radio possible.
- Demonstrate a complete understanding of APX CPS efficiency tools, such as Cloning, Drag and Drop, Codeplug Comparison, Radio Flashing, Advance System Key Administration and others.

Course Outline:

- Introduction to APX portable Radio.
- Introduction to APX CPS.
- APX CPS Install, Setup and Configuration.
- Navigating APX CPS.
- APX CPS Data Transfer including POP25/OTAP.
- Understanding and Interpreting Radio Information.
- Detailed Review of Codeplug Contents.
- APX Conventional Codeplug Build.
- APX Type II Trunking Codeplug Build.
- APX ASTRO 25 Trunking Codeplug Build.
- Building Scan List.
- Additional/Advanced CPS Functionality.

APX Radio Management Workshop RDS2017.00L Duration:

- 2.5 Days.

Delivery Method:

- ILT = Instructor Led Training.

Target Audience:

- Radio Technicians, System Managers, Radio Programmers.

Course Synopsis:

Participants will learn the capabilities, features, and functions of the APX Radio Management Suite. This course will cover an APX CPS overview, APX Radio Management Overview, Basic Networking Primer, ASTRO 25/CEN Networking and UNS Overview, and APX Radio Management Installation, Configuration, and Operations. In addition, the course will contain labs that will focus on installation, configuration, and operation using both wired and POP25 updates to APX Subscriber radios in both a LAN and WAN environment.

Prerequisite:

Completion of the following courses or equivalent experience in radio communications:

- APX CPS Programming and Template Building Overview (APX7001-V).

Course Objectives:

After completing this course, the student will be able to:

- Describe the APX Radio Management Suite operations and required software and hardware components.
- Describe all deployment options for APX Radio Management Suite.
- Configure a basic APX Radio Management system using a single PC, multiple PCs on a LAN, and multiple PCs on a WAN.
- Troubleshoot common APX Radio Management installation, configuration, and operation issues.
- Use Best Practices to implement and optimize Radio Management Performance.

**ASTRO 25 IV&D GTR 8000 Repeater Site Workshop ACS716208**

Duration:

- 3 days. Delivery Method:
- ILT = Instructor Led Training.

Target Audience:

- GTR 8000 Site Technicians.

Course Synopsis:

This workshop describes the components in the ASTRO 25 IV&D System Repeater Site with GTR 8000 expandable site subsystem. This course also presents how the GTR 8000 expandable site subsystem operates and explains the tools and methods available for troubleshooting components within the subsystem.

Prerequisite:

Completion of the following courses or equivalent experience:

- Bridging the Knowledge Gap—Technicians (ACT100).
- Networking Essentials in Communication Equipment (NST762).
- ASTRO<sup>®</sup> Systems Applied Networking (NWT003).

Take one of the following depending on system supporting:

- ASTRO 25 IV&D with M core System Overview (ACS715200).
- ASTRO 25 IV&D with L core System Overview (ACS715430).
- ASTRO 25 IV&D Introduction to Radio System Management Applications (ACS715201).

Course Objectives:

After completing this course, the participant will be able to:

- Describe the ASTRO 25 IV&D Repeater Site with GTR 8000 Expandable Site Subsystem configurations and components.
- Identify the GCP 8000 Site Controller functions and configuration requirements.
- Describe the connections and interfaces to the GCP 8000.
- Diagnose and troubleshoot the GCP 8000.

- Describe the functionality of the GTR 8000 Expandable Site Subsystem.
- Configure and troubleshoot the ASTRO 25 Repeater Site with GTR 8000 Expandable Site Subsystem.
- Configure and troubleshoot the Network Transport subsystem.

Course Modules:

- Module 1: Course Introduction.
- Module 2: GTR 8000 Repeater Site:
  - Topic 2-1: GTR 8000 Repeater Site Overview.
  - Topic 2-2: Operational Modes.
  - Topic 2-3: Site Configurations.
  - Topic 2-4: Site Components.
  - Topic 2-5: Time Synchronization and Frequency Reference.
  - Test Your Understanding Exercise.
- Module 3: GCP 8000 Site Controller:
  - Topic 3-1: GCP 8000 Overview.
  - Topic 3-2: GCP 8000 Physical Description.
  - Topic 3-3: GCP 8000 Configuration.
  - Topic 3-4: GCP 8000 Diagnostics and Troubleshooting.
  - Test Your Understanding Exercise.
- Module 4: GTR 8000 Expandable Site Subsystem:
  - Topic 4-1: GTR 8000 Expandable Site Subsystem Overview.
  - Topic 4-2: GTR 8000 Expandable Site Subsystem Theory of Operation.
  - Topic 4-3: GTR 8000 Expandable Site Subsystem Configuration.
  - Topic 4-4: GTR 8000 Expandable Site Subsystem Diagnostics and Troubleshooting.
  - Test Your Understanding Exercise.
- Module 5: Radio Frequency Distribution System (RFDS):
  - Topic 5-1: RFDS Overview.
  - Topic 5-2: RFDS Physical Description.
  - Topic 5-3: RFDS Configuration.
  - Topic 5-4: RFDS Diagnostics and Troubleshooting.
  - Test Your Understanding Exercise.
- Module 6: Network Transport Subsystem:
  - Topic 6-1: Network Transport Subsystem Overview.
  - Topic 6-2: Ethernet Switch Diagnostics and Troubleshooting.
  - Topic 6-3: Site Gateways.
  - Topic 6-4: Gateway Diagnostics and Troubleshooting.
  - Test Your Understanding Exercise.
- Module 7: GTR 8000 Site Maintenance and Troubleshooting:
  - Topic 7-1: Unified Event Manager.
  - Topic 7-2: Troubleshooting Tools.
  - Topic 7-3: Troubleshooting Methodology.
  - Topic 7-4: Troubleshooting Repeater Site Link.
  - Topic 7-5: Motorola Support Centers.

## **ASTRO 25 IV&D IP Based Digital Simulcast Workshop ACS716217**

### Duration:

- 3 days.

### Delivery Method:

- ILT = Instructor Led Training.

### Target Audience:

- Simulcast Site Technicians.

### Course Synopsis:

The ASTRO 25 IV&D IP Based Digital Simulcast workshop provides an understanding of the components that comprise the ASTRO 25 IV&D IP Simulcast subsystem, and how they operate in conjunction with each other. The workshop also explains the tools and methods available for troubleshooting components within the IP Based Simulcast subsystem.

### Prerequisite:

Completion of the following courses or equivalent knowledge:

- Bridging the Knowledge Gap–Technicians (ACT100).
- Networking Essentials in Communication Equipment(NST762).
- ASTRO<sup>®</sup> Systems Applied Networking (NWT003). Take one of the following depending on system supporting:
  - ASTRO 25 IV&D with M core System Overview(ACS715200).
  - ASTRO 25 IV&D with L core System Overview(ACS715430).

### Course Objectives:

After completing this course, the participant will be able to:

- Recognize the flow of message and control data within an ASTRO 25 IV&D IP Digital Simulcast subsystem.
- Identify the major components and connections within an ASTRO 25 IV&D IP Digital Simulcast subsystem prime and remote sites.
- Recognize how calls are processed within an ASTRO 25 IV&D IP Digital Simulcast subsystem.
- Perform maintenance and troubleshooting of select components in an ASTRO 25 IV&D IP Digital Simulcast subsystem.
- Module 2: Repeater Site:
  - Topic 2-1: Simulcast Review.
  - Topic 2-2: IP Simulcast with GTR 8000 Subsystem Overview.
  - Topic 2-3: Site Configurations.
  - Topic 2-4: IP Simulcast–Integrated Voice and Data.
- Module 3: GCP 8000 Site Controller:
  - Topic 3-1: GCP 8000 Overview.
  - Topic 3-2: GCP 8000 Physical Description.
  - Topic 3-3: GCP 8000 Configuration.
  - Topic 3-4: GCP 8000 Diagnostics and Troubleshooting.
- Module 4: GTR 8000 Comparator:
  - Topic 4-1: GCM 8000 Overview.



- Topic 4-2: GCM 8000 Physical Description.
- Topic 4-3: GCM 8000 Configuration.
- Topic 4-4: GCM Diagnostics and Troubleshooting.
- Module 5: IP Simulcast Network:
  - Topic 5-1: Ethernet LAN Switches:
    - ◆ 5-1.1: Ethernet Switch–Overview.
    - ◆ 5-1.2: Ethernet Switch–Physical Description.
    - ◆ 5-1.3: Ethernet Switch–Configuration.
    - ◆ 5-1.4: Ethernet Switch–Diagnostics and Troubleshooting.
  - Topic 5-2: Prime Site Routers/Gateways:
    - ◆ 5-2.1: Prime Site Routers/Gateways–Overview.
    - ◆ 5-2.2: Prime Site Routers/Gateways–Physical Description.
    - ◆ 5-2.3: Prime Site Routers/Gateways–Configuration.
    - ◆ 5-2.4: Prime Site Routers/Gateways–Diagnostics and Troubleshooting.
  - Topic 5-3: Remote Site Routers/Gateway:
    - ◆ 5-3.1: Remote Site Routers/Gateway–Overview.
    - ◆ 5-3.2: Remote Site Routers/Gateway–Physical Description.
    - ◆ 5-3.3: Remote Site Routers/Gateway–Configuration.
    - ◆ 5-3.4: Remote Site Routers/Gateway–Diagnostics and Troubleshooting.
- Module 6: TRAK 9100 Site Reference:
  - Topic 6-1: TRAK 9100 Site Reference Overview.
  - Topic 6-2: TRAK 9100 Site Reference Physical Description.
  - Topic 6-3: TRAK 9100 Site Reference Installation and Configuration.
  - Topic 6-4: TRAK 9100 Site Reference Diagnostics and Troubleshooting.
- Module 7: GTR 8000 Base Radio Subsystem:
  - Topic 7-1: GTR 8000 Base Radio Subsystem Overview.
  - Topic 7-2: GTR 8000 Base Radio Subsystem Physical Description.
  - Topic 7-3: GTR 8000 Base Radio Subsystem Configuration.
  - Topic 7-4: GTR 8000 Base Radio Subsystem Diagnostics and Troubleshooting.
- Module 8: IP Simulcast Subsystem Maintenance and Troubleshooting:
  - Topic 8-1: Maintenance and Troubleshooting Overview.
  - Topic 8-2: Unified Event Manager.
  - Topic 8-3: Device Fault Management.
  - Topic 8-4: Troubleshooting Process.
  - Topic 8-5: Troubleshooting Site Links.
  - Topic 8-6: Motorola Support Centers.

## **MCC 7000 Series Dispatch Consoles Workshop CON012**

### Duration:

- 4 Days.

### Target Audience:

- System Administrators and Console Technicians.

### Course Synopsis:

This course familiarizes participants with the installation, configuration, management and repair of MCC 7000 Series IP dispatch consoles. It also covers Archiving Interface Servers, AUX I/O servers, and Conventional Channel Gateways. The focus is on a detailed discussion of console

hardware and hands-on activities with the installation and configuration of the MCC 7000 Series IP dispatch consoles.

Prerequisite:

Completion of the following courses or equivalent knowledge:

- Bridging the Knowledge Gap (ACT100-E or ACT101-E).
- Networking Essentials in Communication Equipment (NST762).
- Advanced Networking in Motorola Communications Equipment (NWT003). Required:
- MCC 7000 Series Console Overview (CON014).
- ASTRO 25 IV&D with M Core System Overview (ACS714200).
- Introduction to Radio System Management Applications (ACS713201).

Course Objectives:

After completing the course, the participant will be able to:

- Install and configure the hardware and software components of the MCC 7000 Dispatch Console Subsystem.
- Perform MCC 7000 Series site connectivity and bandwidth management.
- Perform System Administrator functions using the Elite Administrator software.
- Troubleshoot installation and configuration problems for the MCC 7000 Series Dispatch Consoles.

Lab Requirements:

- AIS.
- AUX I/O servers.
- Network Management Terminals at a ratio of 1 for every 4 students to ensure proper hands-on training.
- Module 2: Dispatch Console Overview:
  - 2-1: Features.
  - 2-2: System Views.
  - 2-4: Call Processing.
- Module 3: Dispatch Console Hardware:
  - 3-1: Dispatch Console Configuration.
- Module 4: AUX I/Os:
  - 4-1: Auxiliary Inputs/Outputs (Aux I/Os).
- Module 5: Conventional Communication:
  - 5-1: Conventional Communication.
- Module 6: Domain Controllers:
  - 6-1: Domain Controllers and Active Directory.
- Module 7: Administrator Functions:
  - 7-1: Editing Current Configurations.
  - 7-2: Setting Up Folders and Resources.
  - 7-3: Setting Up Auxiliary I/Os.
  - 7-4: Configuring Toolbars.
  - 7-5: Editing Preferences.
  - 7-6: Auto Starting the MCC 7500 Dispatch Console.
  - 7-7: Setting up Inbound Event Display.
  - 7-8: MKM 7500 Console Alias Manager.

- Module 8: Troubleshooting:
  - 8-1: Troubleshooting with UEM.
  - 8-2: Troubleshooting MCC 7000 Series Components.

#### 4.6.6.2.3 Radio Subscriber Training

Course	Target Audience	No. of Sessions	Duration	Location	Date	No. of Attendees
<b>APX 1000 and APX 4000 Portable Radio Operator Training</b> Utilizing the Interactive End User Tool Kit Train-the-Trainer (Instructor-led)	Trainers	1	1 day	Millbrae, CA	Prior to training users	Up to 10
<b>APX 1000 and APX 4000 Portable Radio Operator Training</b> Utilizing the Interactive End User Tool Kit Train-the-Trainer (Instructor-led)	Trainers	1	1 day	Moccasin, CA	Prior to training users	Up to 10
<p><b>Course Synopsis:</b></p> <p>This course provides APX radio trainers with an introduction to their radio, its basic operation and tailored job aids available for assistance in operation. The learning experience is a mix of facilitation and hands-on activities to help users perform common tasks associated with their radio operation. Segmentation between user groups (i.e. Police, Fire/EMS, and Public Service) is encouraged to help focus instruction on the specific operational issues of the individual user group. This course is geared for customers who have an experienced dedicated training staff in their organization. It provides the customer's identified training personnel with the knowledge and practice applying training techniques that will enable them to successfully train their students. Trainers will use audio visual (Interactive End User Toolkits—iEUTK), facilitation and "hands-on" activities to facilitate learning events supported by tailored or customized training materials and job aids. They will become proficient in discussing common tasks associated with the operation of the customer's radios.</p> <p><b>Note:</b> The first half of the class is the operator portion. How to redeliver this training for the users training and how to utilize the Interactive End User Tool Kit are covered in the second half of the day.</p>						

#### APX Portable and APX Mobile - Train the Trainer

Duration:

- Up to 8 hours.

Delivery Method:

- ILT - Instructor-led training.

Target Audience:

- APX Trainers, Supervisors and Support Personnel.

### Course Synopsis:

This course provides APX radio trainers with an introduction to their radio, its basic operation and tailored job aids available for assistance in operation. The learning experience is a mix of facilitation and hands-on activities to help users perform common tasks associated with their radio operation. Segmentation between user groups (i.e. Police, Fire/EMS, and Public Service) is encouraged to help focus instruction on the specific operational issues of the individual user group. This course is geared for customers who have an experienced dedicated training staff in their organization. It provides the customer's identified training personnel with the knowledge and practice applying training techniques that will enable them to successfully train their students. Trainers will use audio visual (Interactive End User Toolkits-iEUTK), facilitation and "hands-on" activities to facilitate learning events supported by tailored or customized training materials and job aides. They will become proficient in discussing common tasks associated with the operation of the customer's radios.

### Required Pre-work:

- None.

### Recommended Prerequisite:

- Previous two-way radio and training experience.

### Course Objectives:

- High-level overview of the customer system configuration.
- General radio operation.
- Proper operating procedures for specific customer features.
- Perform basic operational tasks of the radio.
- Utilize the provided job aids to perform specific tasks associated with the radio.

### Course Outline:

- Basics.
- Controls.
- Top and Side Buttons.
- Switches.
- 3 Position toggle.
- 2 Position Concentric.
- Home key.
- Data Key.
- Display.
- Front Display.
- Top Display.
- Display light.
- Intelligent Lighting.
- Push to Talk or Accessory PTT found on the microphone.
- Hub, hang up box (Mobile).
- Menu.
- Menu Screen Anatomy.
- Navigating Menu Screen.
- Recent Call List (Model 3.5).
- Unified Call List - Contacts (Model 3.5).
- Dual Sided Radio (Model 3.5).

- Dual Mics.
- Dual Speakers.
- Accessory Connector.
- Specific Features.
- Changing Talkgroups/Channels.
- Changing Zones.
- Mute tones of keypad.
- Talkgroup Call.
- Private Call.
- Accessing Private Call Feature.
- Initiating Private Call.
- Call List Programming.
- Announcement/All Call (Calls involving Multiple Talkgroups).
- Initiating Announcement/All Call.
- Direct/Talkaround.
- Failsoft.
- Radio Profiles.
- Accessing and changing Radio Profile.
- Optional Features.
- Scan.
- Scan program.
- Priority Scan.
- Dynamic Priority.
- Telephone Interconnect.
- Accessing Telephone Interconnect Feature.
- Initiating a Phone Call.
- Phone List Programming.
- Data Services.
- Text Messaging.
- Accessing the Text Messaging Feature.
- Creating a Free Form Text Message
- Sending a “Canned Text Message.
- GPS.
- OTAP.
- Encryption.
- Emergency.

### **Interactive End User Tool Kit**

**The Interactive End User Tool Kit (iEUTK)** is a revolutionary knowledge transfer tool designed to accelerate learning. Using the iEUTK allows trainers to customize operator training to match unique button, feature programming, and displays provided in the system. Each iEUTK is user friendly and menu driven. The home page in every iEUTK provides excellent navigation to the multiple areas of interest for the specific communication device. Operators select “Getting Started” to view a highly informative video overview that helps build solid foundational knowledge and quickly brings users up to speed on the operational theory of their specific device. The tailored materials are developed on-site using tool kits that allow users to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the iEUTK screens. The tailored selections are saved to an electronic file that the Motorola training team sends to the printer to develop the training

materials. The trainers use the iEUTK to generate their instructor guides, incorporating standard operating procedures, notes, and reminders. This dynamic tool allows the customer to generate training materials on an as-needed basis depicting current features and functionality.

#### 4.6.6.2.4 Console Operator–Administrator Training

Course	Target Audience	No. of Sessions	Duration	Location	Date	No. of Attendees
<b>MCC 7500 Console Operator and Admin Utilizing the Interactive End User Tool Kit</b> 3 training consoles (Instructor-led)	Supervisors	1	1 day	Dispatch Location 1	Prior to cutover	3
<b>MCC 7500 Console Operator and Admin Utilizing the Interactive End User Tool Kit</b> 3 training consoles (Instructor-led)	Supervisors	1	1 day	Dispatch Location 2	Prior to cutover	3
<b>MCC 7500 Console Operator and Admin Utilizing the Interactive End User Tool Kit</b> 3 training consoles (Instructor-led)	Supervisors	1	1 day	Dispatch Location 3	Prior to cutover	3
<p><b>Course Synopsis:</b> This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p><b>Admin Course Synopsis:</b> This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.</p> <p><b>Note:</b> The first half of the class is the operator portion. The Admin training and how to utilize the Interactive End User Tool Kit are covered in the second half of the day.</p>						

#### Course Descriptions

##### MCC 7500 Console Operator

Duration:

- 4 hours.

Delivery Method:

- ILT - Instructor-led training.

Target Audience:

- Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel.

Course Synopsis:

This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.

Course Objectives:

- Perform basic operational tasks of the dispatch console.
- Utilize the provided job aids to perform specific tasks associated with the console.
- Understand a high level view of the system configuration.
- High-level overview of the customer system configuration.
- General console operation.
- Proper operating procedures for specific customer features.

Recommended Prerequisites:

- None.

Key Topics:

- Overview.
- Communicating with Radios.
- Advanced Signaling Features.
- Resource Groups.
- Working with Configurations.
- Working with Aux IOs.
- Troubleshooting.

**MCC 7500 Console Supervisor**

Duration:

- 4 hours Operator, plus.
- 4 hours Admin.

Delivery Method:

- ILT - Instructor-led training.

Target Audience:

- Dispatch Supervisors and System Administrators.

Admin Course Synopsis:

This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.

Course Objectives:

- Understand the menu items and tool bar icons
- Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars
- Add/delete folders

Recommended Prerequisites:

- None.

Key Topics:

- Introduction
- Configurations
- Folders and Resource Setup
- Customizing Folders
- Auto Starting the MCC 7500 Dispatch Console
- Editing Preferences
- Configuring the Toolbar
- Setting Up AuxIOs
- Resource Groups

## 4.6.7 System Support Plans: Warranty and Maintenance Support Plan

The warranty and post-warranty maintenance plan purchased by the SFPUC will be comprised of services designed to maintain and support the SFPUC System. SFPUC will have complete access to Motorola's support services provided by our Systems Support Center (SSC), Radio System Security Updates, Onsite Support Services, Annual Preventative Maintenance Services, , System Lifecycle (Hardware, Software and Upgrade Services) services, and our Motorola System Technical Support to assist SFPUC's technical staff with warranty and maintenance services during the life of the contract. This proven methodology and collaboration will provide the optimal level of local and remote support to maximize system performance and minimize system downtime.

Motorola's service portfolio will provide SFPUC the required warranty services and Post Warranty Maintenance Services for years 1-9. The subscribers include a nice year Sfs Lite support from system acceptance for years 1-9.

Below, in Table 4-53 is the list of required services:

### 4.6.7.1 Summary of RFP Warranty and Post Warranty Maintenance Services

Table 4-53: Warranty and Post Warranty Maintenance Description of Services

Description	Warranty Package Year 1	Post Warranty Maintenance
Dispatch Service and Case Management	√	√
Technical Support Service	√	√
Onsite Support Services	√	√
Annual Preventative Maintenance	√	√
Subscriber Services (Sfs Lite)	√	√
Local Customer Support Manager	√	√



Description	Warranty Package Year 1	Post Warranty Maintenance
Customer Support Plan	√	√
Security Update Services (SUS)	√	√
Lifecycle Plan	√	√

#### 4.6.7.2 Motorola's System Support Center

The Motorola System Support Center is the heart of Motorola's central support operations. The SSC will provide remote support to the SFPUC. Motorola continues to invest a significant amount of time and resources to develop new processes and tools designed to enhance the service delivery process for our mission-critical customers. Our Dispatch and Case Management team works hand-in-hand with our Network Operations Center (NOC) and internal engineering and technical support teams to deliver the comprehensive services necessary to provide maximum system uptime and network availability. The SSC is an ISO9001 certified network support and operations center staffed with factory certified personnel specifically trained for mission-critical networks. Our central support services, provided by the SSC, can be customized to meet the Commonwealth's needs. Motorola's technical support and engineering teams will be available around the clock to support the maintenance and operations of SFPUC's ASTRO 25 system.

Highlights of the Systems Support Center include the following:

- 24x7 Monitoring of the ASTRO 25 Network. (Not included per the RFP Requirements)
- 24x7 Dispatch and Case Management Service.
- Factory certified engineering and technical support specialist.
- Advanced tools and processes. (Not included per the RFP Requirements)
- ISO9001 certified network support center. (Not included per the RFP Requirements)

#### 4.6.7.3 Dispatch and Case Management

The front-end call process begins with a notification sourced either from an automatic alarm or through a scheduled maintenance notification. The Motorola Call Center will assign a case number to each incident and triage the issue with the appropriate support team. Motorola's time-driven escalation process tracks contracted response and restore times to ensure that all open issues are managed to resolution with a positive verification (Table 4-54).

Table 4-54: Dispatch and Case Management Services

Dispatch and Case Management
Provide a single toll-free telephone number that answers 24 hours a day, seven days a week, 365 days a year, for service requests and warranty claims.
Dispatch the proper repair facility personnel during any event that requires a servicer to be on-site.
Coordination and tracking of case activity.
Dispatch of SFPUC field technical personnel.
Notification and escalation of customer and management personnel.
Final resolution and case closure.
Review all cases on a monthly basis with SFPUC.

The Call Center will track the technician's progress in effecting the repair and restoration, and notify the SFPUC of the status. Once the case has been resolved, the Call Center will contact the SFPUC to advise that the issue has been resolved and the case is ready to be closed.

Dispatch Service allows the SFPUC to follow the progress of an issue from inception to resolution. Automated notification emails or text messages can also be set up to alert SFPUC personnel of changes in case status.

Motorola uses the Case Management System for all issues reported to the Systems Support Center. Case notes and progress reports are reviewed at the highest levels in the Quality and Engineering organizations to determine specific case resolution and identify inherent defects that may affect systems worldwide.

#### 4.6.7.3.1 Case Tracking Process

The Motorola Call Process (Figure 4-45) tracks an event or service call through each milestone, verifying that service obligations are met and provides a database of maintenance, failure and restoration history that is reviewed to identify trends or repeated events.

The Case Management Dispatch Process and subsequent Case Activity Reports for SFPUC calls are shown below:

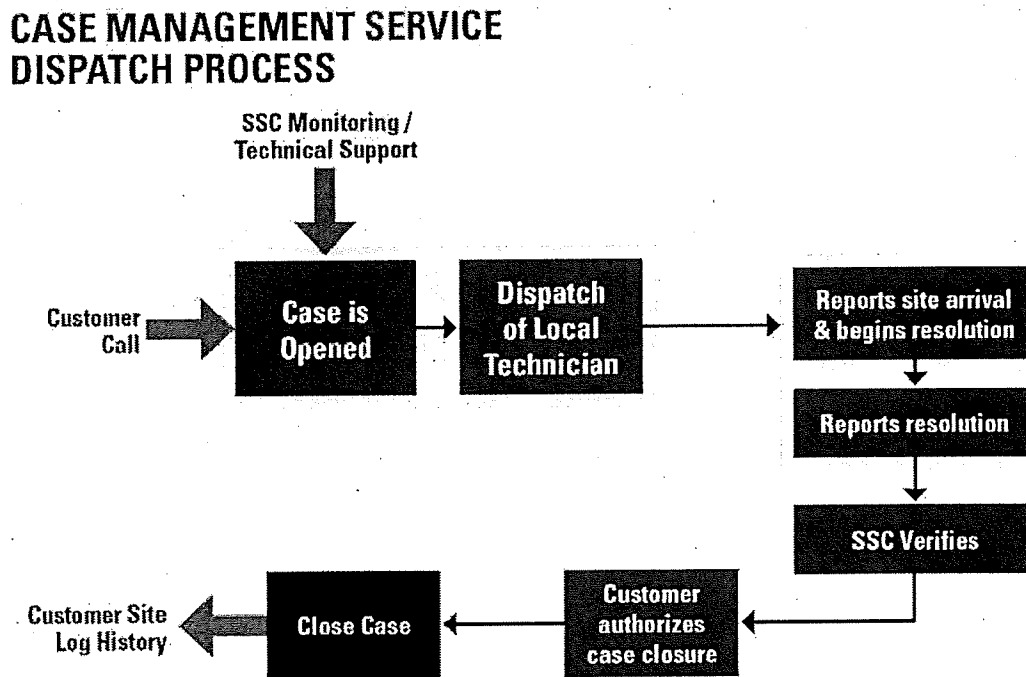


Figure 4-45: Case Management Service Dispatch Process

#### 4.6.7.3.2 Technical Support Service

Motorola's Technical Support Operation is manned 24 hours per day, 365 days a year to ensure prompt responses to technical issues and questions regarding deployed systems. This operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. The technologists will remotely access the affected system or replicate the problem in the system laboratory to get the system back up and running as quickly and efficiently as possible.

When needed, the technologists will provide troubleshooting guidance over the telephone and work with the local service technician to affect an efficient resolution. Motorola's Technical Support Team will work in close partnership with factory and design engineers, enabling rapid engagement of higher level technical support staff.

Our teams will conduct weekly quality meetings to review open cases. This review board, consisting of engineering, technologists, quality, and operations management, assesses every case to determine appropriate action plans and ensure proper resources are available to assist with case resolution.

Motorola will perform the activities to deliver Technical Support Services as shown in Table 4-55.

**Table 4-55: Technical Support Services**

<b>Technical Support Operations</b>
Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems.
Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
Coordinate technical resolutions with agreed upon third party vendors as needed.
Escalate and manage support issues, including systemic issues, to Motorola engineering and product groups, as applicable.
Provide Configuration Change Support and Work Flow changes to Systems that have dial-in or remote access capability.
Determine when a Case requires more than the Technical Support services described here and notify Customer of an alternative course of action.

#### 4.6.7.3.3 Onsite Service Through a Field Service Team

Onsite maintenance and repair of SFPUC system will be provided by Motorola's local team of service personnel. Motorola will provide SFPUC with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to SFPUC service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the Motorola's Solution Support Center (SSC), who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify SFPUC that the system is restored to normal operation and request approval to close the case.

#### 4.6.7.3.4 Annual Preventative Maintenance Service

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

#### 4.6.7.3.5 Subscriber Radio Warranty and Services Repair Bank

Warranty for the Motorola APX radios purchased through this contract will begin upon system acceptance and lasts for five years. Support for years 6-9 are included in this SOW.

Service from the Start (SfS Lite) gives you the support you need to help you keep your subscriber radios operating in peak condition. When repair is required, the Motorola Depot tests, repairs, and returns the radio to original factory specifications. Firmware is also upgraded to the latest version. SfS adheres to a proven process of analysis and restoration, backed by a 90-day warranty. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

#### 4.6.7.4 Local Customer Support Manager (CSM)

Your local Customer Support Managers, Brandon Burke, will provide coordination of support resources over the lifecycle of the system. They will manage all warranty and post-warranty maintenance support services and serve the role of the SFPUC's technical team. Brandon will also be the defined point of contact for issue resolution and escalation, monitoring of Motorola contractual performance, and providing review and analysis of process and metrics.

The customer support manager develops a documented Customer Support Plan (CSP) that will define the commitments and manage expectations for both SFPUC and Motorola. The CSP will be developed in conjunction with the appropriate SFPUC personnel.

#### 4.6.7.5 Customer Support Plan

Upon system acceptance, SFPUC will be provided with a Project Transition Certificate, which officially transitions the project from implementation to warranty. At the same time, Motorola will provide a Customer Support Plan that has been discussed and agreed upon regarding your specific requests and responsibilities throughout the service contract. All of the service products described above will be outlined and the CSP will be your "directory" of services during warranty and post-warranty maintenance period. Also included will be specifics on escalations in the event of special problems and any pertinent information required specifically to SFPUC.

Some of these details would include items such as Disaster Preparedness Plan, access to sites, response time requirements, severity level definitions, and parts department access information.

#### 4.6.7.6 Security Update Services

The **Security Patch Installation Service** will provide SFPUC with pre-tested security updates, pre-tested and ready to be installed on SFPUC's system. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before providing the patches to be installed on SFPUC's network. Once an update is fully tested and ready for deployment in SFPUC system, SFPUC team or Motorola System Manager/Engineer can install it on the system. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

#### 4.6.7.7 Software and Firmware Upgrade Support

Motorola is committed to supporting the ASTRO 25 platform for an extended period of time. Support coverage for the platform is aligned with the typical system lifespan customers' experience

which can span across multiple decades. To sustain the platform lifespan, Motorola makes on-going investments to regularly refresh the underlying components to address normal technology obsolescence and apply security safeguards. A primary goal of technology refresh is to maximize backwards compatibility thereby mitigating the need to replace the entire platform.

Motorola works closely with SFPUC to ensure that solutions offered meet stated requirements and regulations. The product development process for the ASTRO 25 platform is designed to coordinate with standards bodies, regulatory agencies, customer needs and technology advancements. As a result the ASTRO 25 platform is designed with Project 25 standards to ensure fully interoperable digital communications.

Motorola also works with its technology partners to incorporate new product versions into the ASTRO 25 platform through a system certification process, thus ensuring compatibility of new third-party products. As products are discontinued due to technology obsolescence, Motorola incorporates replacement versions thereby avoiding the need to replace the entire platform. The certification process also enables Motorola to continue support for discontinued third-party products, in some cases several years beyond the last general availability date from the OEM.

To address system software upgrades and technology refresh, Motorola provides periodic software updates that are aligned with OEM update schedules and planned Motorola system enhancement timelines. Additionally, Motorola integrates hardware updates that are aligned with OEM cancellations and technology advancements. All system updates are pre-tested and certified in a systems integration test lab to ensure the transition between releases can be executed with the least amount of interruption to the system operation.

The Motorola lifecycle management portfolio includes several levels of offering to address system software upgrades and technology refresh. Motorola has included SUAII lifecycle plan for years 2-9 for SFPUC that fully complies with the requirements of the RFP. SUA II plan will keep SFPUC's LMR system at current release and includes hardware, software, and system integration services. Motorola Engineers and technologists will be involved in planning and delivery of system upgrades. The ASTRO 25 System Upgrade Agreement II (SUA II) is attached hereto as Exhibit 1.

## Exhibit 1

### ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

#### 1.1 Description of Service and Obligations

- 1.2 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C to this Exhibit 1.
- 1.3 The Customer will have the choice of having Motorola perform the SUA2 infrastructure upgrade in either the beginning of Year 1 or end of Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.4 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.5 The price quoted for the SUAII requires the Customer to chose a certified system upgrade path from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A to this Exhibit 1. Should the Customer elect an upgrade path other than one listed in Appendix A to this Exhibit 1, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.6 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.7 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.8 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this

SUA II.

- 1.9 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.10 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
  - 1.11.1 Servers
  - 1.11.2 PC Workstations
  - 1.11.3 Routers
  - 1.11.4 LAN Switches
- 1.12 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:
  - 1.12.1 GTR 8000 Base Stations
  - 1.12.2 GCP 8000 Site Controllers
  - 1.12.3 GCM 8000 Comparators
  - 1.12.4 MCC 7500 Console Operator Positions
  - 1.12.5 STR 3000 Base Stations
  - 1.12.6 Quantar Base Stations
  - 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
  - 1.12.8 Centracom Gold Elite Central Electronics Banks
  - 1.12.9 Ambassador Electronics Banks
  - 1.12.10 Motorola Gold Elite Gateways
  - 1.12.11 ASTROTAC Comparators
  - 1.12.12 PSC 9600 Site Controllers
  - 1.12.13 PBX Switches for Telephone Interconnect
  - 1.12.14 NFM/NFM XC/MOSCAD RTU

- 1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.14 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.
- 1.15 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
  - 1.15.1 Review infrastructure system audit data as needed.
  - 1.15.2 Identify additional system equipment needed to implement a system release, if applicable.
  - 1.15.3 Complete a SOW defining the system release, equipment requirements, installation plan, and impact to system users.
  - 1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 1.15.5 Program management support required to perform the certified system upgrade.
  - 1.15.6 Field installation labor required to perform the certified system upgrade.
  - 1.15.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.16 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B to this Exhibit 1. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.17 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.18 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

## 2.1 Upgrade Elements and Corresponding Party Responsibilities

- 2.2 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
  - 2.2.1 Motorola responsibilities
    - 2.2.1.1 Obtain and review infrastructure system audit data as needed.
    - 2.2.1.2 Identify additional system equipment needed to implement a system release, if applicable.
    - 2.2.1.3 Complete a SOW defining the system release, equipment requirements, installation plan, and impact to system users.



- 2.2.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 2.2.1.5 Inform Customer of high speed internet connection requirements.
- 2.2.1.6 Assign program management support required to perform the certified system upgrade.
- 2.2.1.7 Assign field installation labor required to perform the certified system upgrade.
- 2.2.1.8 Assign upgrade operations engineering labor required to perform the certified system upgrade.
- 2.2.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

## 2.2.2 Customer responsibilities

- 2.2.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.2.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix D to this Exhibit 1. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.2.2.3 Assist in site walks of the system during the system audit when necessary.
- 2.2.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.2.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.2.2.6 Provide or purchase labor to implement optional system release features or system expansions.
- 2.2.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.3 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

### 2.3.1 Motorola responsibilities

- 2.3.1.1 Perform appropriate system backups.

- 2.3.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.3.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.
- 2.3.2 Customer responsibilities
  - 2.3.2.1 Validate system maintenance is current.
  - 2.3.2.2 Validate that all available patches and antivirus updates to their system have been completed.
- 2.4 System Upgrade
  - 2.4.1 Motorola responsibilities
    - 2.4.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.
  - 2.4.2 Customer responsibilities
    - 2.4.2.1 Inform system users of software upgrade plans and scheduled system downtime.
    - 2.4.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.
- 2.5 Upgrade Completion
  - 2.5.1 Motorola responsibilities
    - 2.5.1.1 Validate all certified system upgrade deliverables are complete as contractually required.
    - 2.5.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
    - 2.5.1.3 Obtain upgrade completion sign off from the customer.
  - 2.5.2 Customer Responsibilities
    - 2.5.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
    - 2.5.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
    - 2.5.2.3 Provide Motorola with upgrade completion sign off.

### 3.1 Exclusions and Limitations

- 3.2 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 3.3 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
  - MIP5000 Dispatch Consoles
  - Plant/E911 Systems
  - MOTOBRIDGE Solutions
  - ARC 4000 Systems
  - Motorola Public Sector Applications Software ("PSA")
  - Custom SW, CAD, Records Management Software
  - Data Radio Devices
  - Mobile computing devices such as Laptops
  - Non-Motorola two-way radio subscriber products
  - Genesis Products
  - Point-to-point products such as microwave terminals and association multiplex equipment
- 3.4 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.5 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).
- 3.6 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

#### 4.1 Special provisions

- 4.2 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.3 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.4 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.5 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.6 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date,

Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

- 4.7 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

**Exhibit 1: Appendix A – ASTRO 25 System Release Upgrade Paths**

<b>Platform Release</b>	<b>Certified Upgrade Paths</b>	
<b>Pre-7.7</b>	<b>Upgrade to Current Release</b>	
<b>7.7</b>		
<b>7.8</b>		
<b>7.9</b>		
<b>7.11</b>		
<b>7.13</b>	7.14	7.15
<b>7.14</b>	7.15	7.16
<b>7.15</b>	7.16	7.17
<b>7.16</b>	7.17	7.18 (Planned)
<b>7.17</b>	7.18 (Planned)	7.19 (Planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola’s presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

### Exhibit 1: Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor.Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	

Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0

## Exhibit 1: Appendix C – Security Update Service (SUS) Statement of Work

### Security Update Service Overview

To verify compatibility with your ASTRO system, Motorola's Security Update Service (SUS) provides pre-tested 3<sup>rd</sup> party software (SW) security updates.

This service was formerly called Pre-tested Software Subscription (PTSS). Additionally, SUS Platinum has been eliminated. The additional SUS Platinum features have been merged into this one SUS offering.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties"

### 1.0 Description of Security Update Services

Motorola shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3<sup>rd</sup> party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these updates on a quarterly basis.

Once tested, Motorola will post the updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Motorola will also provide labels on the extranet site that can be printed and applied to DVD's. The customer will be responsible for the download and deployment of these updates to their ASTRO System.

### 2.0 Scope

Security Update Service supports the currently shipping Motorola ASTRO System Release (SR) and strives to support 4 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

SUS is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are



also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

### **3.0 Motorola has the following responsibilities:**

1. Obtain relevant 3<sup>rd</sup> party security updates as made available and supported from the OEM's. This includes antivirus definition, OEM vendor available/supported operating systems patches, VMWare patches, database patches, and selected other 3<sup>rd</sup> party patches covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference:
  - McAfee Antivirus definitions– Weekly
  - Microsoft PC and Server OS patches – Monthly
  - Solaris, RHEL OS, VMware hypervisor patches – Quarterly
  - Other 3rd party patches - Quarterly
2. Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
3. Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.
4. Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
5. Pre-test STIG recommended remediation when applicable.
6. Release all tested updates to Motorola's secure extranet site.
7. Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
8. Include printable labels for customers who download the updates to CD's.
9. Notify customer of update releases by email.
10. A supported SUS ASTRO release matrix will be kept on the extranet site for reference.

### **4.0 The Customer has the following responsibilities:**

1. Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).
2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
3. Provide means for accessing pre-tested files (Access to the extranet website).
4. Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.
5. Implement recommended remediation(s) on customer system, as determined necessary by customer.
6. Upgrade system to a supported system release as necessary to continue service.

7. Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
8. Comply with the terms of the applicable license agreement between the customer and the non-Motorola software copyright owner.

**5.0 Disclaimer:**

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3<sup>rd</sup> party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

## Exhibit 1: Appendix D – High-Speed Connectivity Specifications

### Connectivity Requirements:

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kbps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
  - Port availability must meet or exceed 99.9% (three nines)
  - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
  - Packet loss shall be no greater than 0.3%
  - Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Comprehensive Services in Support of the Department of Health Electronic Health Record Project

Funding Source: General Funds

PSC Duration: 10 years 1 day

PSC Amount: \$200,000,000

**1. Description of Work**

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

The contractor(s) will provide design, build, implementation, custom programming & development, project management, change management, training, maintenance, and consulting services for the San Francisco Department of Public Health Electronic Health Record project (SFDPH EHR). The SFDPH EHR project will replace and consolidate current legacy EHR systems with one single integrated application that will provide clinical (inpatient, ambulatory, long term care, jail health, behavioral health, pharmacy, other clinical sub-specialties, financial (revenue and billing), and analytics and reporting in an modern and integrated application.

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

The services are necessary because the current systems are approaching end of life status, and the Department must replace and integrate the various systems in order to remain competitive in the marketplace and to continue to deliver high quality care to its patients and clients. Denial of the services will prevent the Department from proceeding with the replacement of current legacy systems, with a resulting decline in patient care, and will put the Department at risk of paying regulatory fines and losing revenue.

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

This is a new service.

D. Will the contract(s) be renewed?

Yes, if there is need and continued funding.

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

The term of this PSC is 10 years because the contract that will be awarded will be a 10 year contract. The Department has established a 10 year plan to accurately capture the total cost of ownership of the new system and has based the project budget on a 10 year model.

**2. Reason(s) for the Request**

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

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

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

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

B. Explain the qualifying circumstances:

The transition to an integrated EHR system is a budgeted project for the Department and has been approved by the Board of Supervisors through the budget process. The Contractor(s) must have staff with the needed knowledge, skills and abilities to develop, implement, and maintain the selected EHR application. The Contractor(s) must have on staff or access to staff with the following expertise: developers, analysts, system administrators, project managers, implementation experts, and other highly skilled professionals in the chosen EHR platform. If required, Contractor staff must possess all necessary certifications to work with the system. In addition, to the required personnel with the specialized knowledge, skills, and abilities the Contractor will also provide the contractor will provide a remote, modern, highly secure, and redundant data centers which will host the application.

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

A. Specify required skills and/or expertise: The Contractor(s) must have staff with the needed knowledge, skills and abilities to develop, implement, and maintain the selected EHR application. The Contractor(s) must have on staff or access to staff with the following expertise: developers, analysts, system administrators, project managers, implementation experts, and other highly skilled professionals in the chosen EHR platform. If required Contractor staff must possess all necessary certifications to work with the system.

B. Which, if any, civil service class(es) normally perform(s) this work? 1031, IS Trainer-Assistant; 1032, IS Trainer-Journey; 1033, IS Trainer-Senior; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1232, Training Officer; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2119, Health Care Analyst; 5214, Building Plans Engineer; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a remotely hosted, modern, highly secure platform utilizing redundant data centers to host the application.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because the services are intermittent, as-needed, and highly specialized. As the new system is implemented and achieves full productive use, civil services classes will assume a larger portion of the duties to develop, operate and maintain 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. It is not practical to adopt new civil service classes because the services are intermittent, as-needed, and highly specialized. As the new system is implemented and achieves full productive use civil services classes will assume a larger portion of the duties to develop, operate and maintain the system.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. Training for staff for whom proprietary content is required to perform their duties will be provided by the contractor. This includes analysts who will be directly executing configurations that affect the operating environment, managerial staff supervising that work, and principal training staff responsible for maintaining vendor training methodology standards. End-user training will be performed in combination with the contractor, sub-contractors and Department staff. The training methodology will employ a train-the-trainer, distributive model. The methodology utilizes a Principle trainer, to subsequently train an intermediate level of trainers for each module and user-group, who will then train the majority of DPH staff, no sooner than three months prior to go-live. The primary contractor will supply a training calculator upon execution of the contract to clearly define hours of training recommended per job class; current, invalidated estimates are averaged at 19 hours of training per person, see attachment 1 (Attachment 1 to PSC 48637 - 17/18 (Estimated End-User Training Tours by Job Class.pdf) for average hours per job class. This calculation will inform the number of intermediate level instructors needed. Throughout the course of the agreement the training plan and as well as the larger contract will provide civil service staff with knowledge transfer of highly specialized and relevant knowledge and expertise in developing and operating a modern integrated EHR system.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 09/25/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

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

Address: 101 Grove St. Rm. 405 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48637 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required  
DHR Approved for 11/20/2017

# **Receipt of Union Notification(s)**



**Choi, Suzanne (HRD)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Monday, September 25, 2017 4:25 PM  
**To:** Hale, Jacquie (DPH); kgeneral@ifpte21.org; amakayan@ifpte21.org; camaguey@sfmea.com (contact); staff@sfmea.com; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48637 - 17/18

RECEIPT for Union Notification for PSC 48637 - 17/18 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 48637 - 17/18 for \$200,000,000 for Initial Request services for the period 01/01/2018 – 12/31/2027. 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/9948> 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)**

**Attachment 1 to PSC 48637 - 17/18**

**Estimated End-User Training Hours by Job Class**

Estimated End-user training hours for initial go-live. Training may be provided by Contractor, sub-contractors, or Department staff

<b>Job Class</b>	<b>Count (per HRiMS 6/17)</b>	<b>Average training</b>
0922	28	72.9
0923	26	75.8
0931	11	50.2
0932	9	92.4
0933	4	94.5
0941	12	97.5
0942	1	57.0
0943	9	91.4
0953	1	8.0
1052	1	8.0
1091	1	8.0
1092	3	8.0
1093	1	8.0
1165	2	102.0
1167	1	32.0
1402	1	22.0
1404	37	17.7
1406	140	29.0
1408	16	17.4
1424	1	18.0
1428	73	10.1
1429	20	12.4
1431	3	8.0
1440	2	12.0
1630	7	18.3
1632	15	17.9
1634	3	20.0
1635	9	18.7
1636	45	19.2
1637	24	16.0
1649	7	18.9
1652	12	19.5
1654	10	20.2
1657	12	20.5

Attachment 1 to PSC 48637 - 17/18

Estimated End-User Training Hours by Job Class

1662	7	17.7
1663	6	18.0
1664	3	20.0
1670	1	22.0
1820	7	24.1
1822	14	27.1
1823	25	24.9
1824	14	26.1
1825	3	31.7
2105	15	17.1
2110	49	9.4
2112	41	9.0
2114	6	8.7
2119	21	19.6
2202	22	8.7
2204	6	42.0
2210	16	16.0
2218	18	23.1
2230	109	26.3
2232	118	28.7
2233	14	28.3
2246	1	34.0
2302	125	15.1
2303	549	13.1
2305	25	8.3
2306	1	8.0
2310	15	8.0
2312	183	16.5
2314	11	9.5
2320	1234	17.2
2322	77	22.6
2323	19	21.1
2324	52	20.3
2325	16	16.0
2326	2	20.0
2328	217	21.4
2330	23	20.0
2390	5	8.0
2406	7	7.4
2408	1	16.0
2409	79	28.9

Attachment 1 to PSC 48637 - 17/18

Estimated End-User Training Hours by Job Class

2416	8	24.0
2424	35	15.8
2430	236	13.2
2436	1	16.0
2450	47	42.8
2453	10	43.2
2454	46	42.8
2462	5	24.0
2464	4	24.0
2467	31	16.0
2468	39	15.8
2469	7	14.9
2470	10	16.0
2496	6	16.0
2514	1	16.0
2515	1	16.0
2536	4	16.0
2538	1	14.0
2540	1	16.0
2542	16	24.8
2548	45	23.9
2550	4	22.5
2551	5	16.0
2552	2	14.0
2554	11	13.1
2555	5	16.0
2556	45	14.8
2558	5	14.8
2565	1	14.0
2566	4	14.0
2574	29	14.8
2575	2	14.0
2576	1	24.0
2583	58	15.7
2585	39	18.5
2586	171	12.1
2587	124	16.1
2588	30	13.8
2589	15	25.7
2591	33	24.2
2593	76	20.1

Attachment 1 to PSC 48637 - 17/18

Estimated End-User Training Hours by Job Class

2618	6	10.0
2622	8	22.0
2624	21	21.7
2626	1	16.0
2736	328	10.0
2738	2	10.0
2740	13	10.0
2785	1	10.0
2802	6	19.0
2803	23	18.4
2806	9	10.0
2818	4	20.0
2820	5	25.6
2822	14	36.0
2825	2	36.0
2830	52	34.8
2846	20	16.0
2903	111	19.9
2908	74	22.0
2909	10	21.4
2910	2	34.0
2912	1	20.0
2920	81	21.2
2922	6	21.7
2924	2	25.0
2930	143	25.6
2931	55	29.0
2932	30	29.1
2935	6	30.0
3530	1	8.0
9924	11	16.0
P103	748	18.6
<b>Total</b>	<b>6714</b>	<b>19.2</b>

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Behavioral Health Services - Outpatient

Funding Source: General Fund, Medi-Cal

PSC Duration: 5 years

PSC Amount: \$137,760,000

**1. Description of Work**

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

Contractors will provide services as part of the City's Adult/Older Adult Systems Of Care, including mental health outpatient, intensive case management, crisis stabilization, residential treatment services, supportive housing and other adjunct services (such as representative payee and income assistance advocacy) to the approximately 21,000 San Francisco residents who have serious mental illness and resulting significant functional impairments, including serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, which may co-occur with substance use disorders and significant primary care, functional impairment and quality of life issues. In partnership with civil service staff, services provided by contractors provide flexible, integrated, seamless services based on the level and type of needs of the client, and responding as clients' needs change over time.

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

Without these services, transitional age youth, adults and older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community as related to untreated mental illness, leading to communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

**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 4151-09/10

**D. Will the contract(s) be renewed?**  
Yes, as the need continues and funding is available.

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

**2. Reason(s) for the Request**

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

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

B. Explain the qualifying circumstances:

These services are provided by community-based behavioral health non-profit organizations/service providers which are able to provide a broad range of cultural expertise and linkages unavailable through Civil Service classifications alone. Due to their ability to provide a greater array of diversity and expertise, they are able to work in partnership with Civil Service staff, thereby increasing the value of their output, as well enabling the City to provide the highest quality, most accessible mental health and substance abuse treatment services to its residents as is possible.

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

- A. Specify required skills and/or expertise: Contractors must be Mental Health Medi-Cal and/or Medicare providers with proper licenses and service facilities, appropriately trained licensed and certified staff and facilities which comply with applicable State laws and regulations, as well have experience in providing the needed services to the identified target population(s), including working collaboratively with families, support systems, and other agencies/providers on- and off- site to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long-term care to engage with needed services, and, where applicable, providing wrap-around services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes. Contractor will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

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

The Department continues to fill the many civil service positions which work in close partnership with community-based organizations/contractors to provide the entire array of services which comprise the City's Mental Health System Of Care. Contracting for these services provides for more accessible, culturally competent, and flexible services to be available for the best client care, and responds to funding/legislative requirements to ensure that the County utilizes "available private and private non-profit mental health resources and facilities in the county prior to developing new county-operated resources or facilities when these private and private non-profit resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new and private nonprofit resources and facilities....(and to make) optimum use...of appropriate and local public and private organizations, community professional personnel, and state agencies." (California Welfare and Institutions Code, Sections 5652.5 and 5653) (State Medi-Cal legislation)



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

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are non-profit organizations, and through these collaborations the City is able to offer more quality, accessible mental health and substance abuse treatment services to its residents than it would be able to do alone. These collaborative mental health and substance abuse treatment services are best provided by community-based service providers which have the required expertise, often specific to the target population they serve, and who have the trust of and credibility in the community, as well as linkages and resources unavailable to the City at a comparable level. They are able to operate the small, flexible, community-based programs required by State law and found to be most effective in treatment residents who are mentally ill.

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. Existing classifications currently perform this work. However, demand exceeds the capacity at City facilities to provide these services so that City uses contractors to meet as many of the client's needs as possible.

**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. While the primary purpose of the services under this PSC is not to provide formal training to civil service staff, knowledge transfer may occur as civil service staff work closely in partnership with contractor 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 08/12/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Physicians and Dentists - 8CC; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

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 405 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40587 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2017

# **Receipt of Union Notification(s)**

## Hale, Jacquie (DPH)

---

**From:** Hale, Jacquie (DPH)  
**Sent:** Saturday, August 12, 2017 6:50 PM  
**To:** DHR-PSCCoordinator, DHR (HRD); Choi, Suzanne (HRD); 'jduritz@uapd.com'; 'L21PSCReview@ifpte21.org'; 'pkim@ifpte21.org'; 'kgeneral@ifpte21.org'; 'jtanner940@aol.com'; 'david.canham@seiu1021.org'; Poon, Sin Yee (HSA); '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'; 'Basconciello, Katherine (PUC)'; 'Ricardo.lopez@sfgov.org'; 'peter.masiak@seiu1021.org'; 'Sandeep.lal@seiu1021.me'  
**Subject:** Correction to PSC 40857-17/18  
**Attachments:** 40587-1718.pdf 5b

Please note that the period shown below should be 01/01/2018 – 12/31/2022.

**From:** Hale, Jacquie (DPH)  
**Sent:** Saturday, August 12, 2017 4:55 PM  
**To:** DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Choi, Suzanne (HRD) <suzanne.choi@sfgov.org>; 'jduritz@uapd.com' <jduritz@uapd.com>; 'L21PSCReview@ifpte21.org' <L21PSCReview@ifpte21.org>; 'pkim@ifpte21.org' <pkim@ifpte21.org>; 'kgeneral@ifpte21.org' <kgeneral@ifpte21.org>; 'jtanner940@aol.com' <jtanner940@aol.com>; 'david.canham@seiu1021.org' <david.canham@seiu1021.org>; Poon, Sin Yee (HSA) <sin.yee.poon@sfgov.org>; 'xiumin.li@seiu1021.org' <xiumin.li@seiu1021.org>; 'ablood@cirseiu.org' <ablood@cirseiu.org>; 'davidmkersten@gmail.com' <davidmkersten@gmail.com>; 'ted.zarzecki@seiu1021.net' <ted.zarzecki@seiu1021.net>; 'pscreview@seiu1021.org' <pscreview@seiu1021.org>; 'Wendy.Frigillana@seiu1021.org' <Wendy.Frigillana@seiu1021.org>; 'pcamarillo\_seiu@sbcglobal.net' <pcamarillo\_seiu@sbcglobal.net>; 'Basconciello, Katherine (PUC)'; 'Ricardo.lopez@sfgov.org' <Ricardo.lopez@sfgov.org>; 'peter.masiak@seiu1021.org' <peter.masiak@seiu1021.org>; 'Sandeep.lal@seiu1021.me' <Sandeep.lal@seiu1021.me>  
**Cc:** Girma, Mahlet (DPH) <mahlet.girma@sfdph.org>  
**Subject:** PSC 40857-17/18

Please note that PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 40587 - 17/18 for \$137,760,000 for Initial Request services for the period 01/01/2017 – 12/31/2022. Notification of 30 days (60 days for SEIU) is required.

This PSC may be found with the following link: <http://apps.sfgov.org/dhrdrupal/node/9960>

This email is being sent to you outside the PSC database due to technical difficulties apparently related to the PSC database software.

Jacquie Hale  
Director, Office of Contracts Management and Compliance  
San Francisco Department of Public Health Business Office  
101 Grove Street, Room 307 / San Francisco, CA 94102  
Phone: (415) 554-2609 / Fax: (415) 554-2555  
[Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)

This e-mail is not a secured data transmission for Protected Health Information (PHI) as defined by the Healthcare Portability and Accountability Act (HIPAA), and it is the responsibility of all parties involved to take all reasonable actions to protect this message from non-authorized disclosure. This e-mail is intended for the recipient

# **Additional Attachment(s)**



City and County of San Francisco

# San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: October 25, 2017

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, Director, DPH Office of Contract Management and Compliance,  
DPH Business Office

RE: PSC 40587-17/18 Behavioral Health Services - Outpatient

This is to request that the above Personal Services Contract be calendared for the November 20, 2017, meeting of the Civil Service Commission. SEIU has asked for information meetings regarding this PSC, to which we have responded, however, they did not attend the meeting we had scheduled. We remain willing to meet, and we need to go forward with contracts under this PSC, as they expire December 31, 2017. Below is a brief summary of our efforts meet, to date:

August 12, 2017	Notified SEIU Local 1021
August 29, 2017	SEIU requested meetings for several DPH PSCs
September 20, 2017	DPH offered to meet on September 25, 2017; SEIU proposed meeting on October 17, 2017
September 21, 2017	DPH granted SEIU's request to meet on October 17, 2017
October 17, 2017	DPH was present for meeting, SEIU did not attend

The behavioral health—mental health and substance use disorder—outpatient treatment services provided by the contractors under this PSC in partnership with civil service staff targets the population of over 21,000 San Franciscans with serious mental illness (serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, often co-occurring with substance use disorders and need for significant primary care services) which are key to the City's behavioral health treatment system and enable the provision of flexible, integrated, seamless services that can respond to clients' needs as they change over time.

We are happy to provide further information to the Commission or to SEIU on these contracts and this PSC. Please let me know if you need further information. Thank you.

---

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~  
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555

101 Grove Street, Room 307, San Francisco, CA 94102

Suzanne Choi, DHR PSC Coordinator  
October 25, 2017  
Page 2 of 2

cc: Michelle Ruggels, Director, DPH Business Office

Attachments:

August 12, 2017, union notification

August 29, 2017, email from XiuMin Li, SEIU, to Jacquie Hale, DPH

August 29, 2017, email from Emma Gerould, SEIU, to Jacquie Hale, DPH

September 20, 2017, meeting response from XiuMin Li, SEIU, to April Monegas, DPH

September 21, 2017, DPH calendar granting SEIU's request to meet on October 17, 2017

October 16, 2017, email from XiuMin Li, SEIU, to April Monegas, DPH

## Hale, Jacquie (DPH)

---

**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 3:10 PM  
**To:** Hale, Jacquie (DPH)  
**Cc:** DHR-PSCCoordinator, DHR (HRD); David Canham; Peter Masiak; Emma Gerould; Joseph Bryant; Theresa Rutherford  
**Subject:** DPH PSCs protest  
**Importance:** High

Hello Jacquie,

The Union is protesting the following DPH PSCs. Due to the # of PSCs and contracts involved and the enormity of the amounts involved, the Union will need to review them and then schedule the meeting. Also Emma Gerould won't be back on her leave until October 15, so please provide your availability for a meeting after that date.

40857-17/18  
49869-17/18  
43871 - 17/18  
48427-17/18  
45512 - 17/18  
49279 - 17/18

Thank you,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100 San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021 For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>



**Hale, Jacquie (DPH)**

---

**From:** Emma Gerould <Emma.Gerould@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 6:44 PM  
**To:** Hale, Jacquie (DPH)  
**Subject:** Automatic reply: DPH PSCs protest

Thank you for email. I am currently on maternity leave. Please contact Peter Masiak Peter.Masiak if you need assistance.

Best Regards,

Emma Gerould  
Filed Supervisor  
SEIU 1021

Delete	Respond	Meeting Notes	Quick Steps	Move	Tags	Translate	Find
Delete		Meeting...	Quick...				Relat
							Selec
							Editing

Wed 9/20/2017 11:53 AM

XiuMin Li <XiuMin.Li@seiu1021.org>

**New Time Proposed: PSC Request for Information Meeting**

To: Dph-sfdphcontractsoffice

Cc: Emma Gerould; David Canham; Joseph Bryant; Theresa Rutherford

Current: Monday, September 25, 2017 1:00 PM-3:00 PM (UTC-08:00) Pacific Time

Proposed: Tuesday, October 17, 2017 4:00 PM-5:00 PM (UTC-08:00) Pacific Time (US

Location: 1380 Howard, 5th Floor, Rm 515

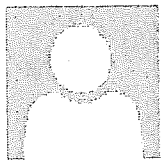
We couldn't find this meeting in the calendar. It may have been moved or deleted. XiuMin Li has declined and proposed a new time for this meeting.

Request for Information Meeting -PSC for Behavioral Health Services, Outpatient & Residenti...

File Meeting Tell me what you want to do...

Delete Respond Meeting Notes Calendar Quick Steps Move Tags Edit

EQuestions To Manager Team Email Move Rules Assign Policy Mark Unread Categorize Follow Up Translate



Thu 9/21/2017 12:32 PM

Dph-sfdphcontractsoffice

*Request for Information Meeting -PSC for Behavioral Health Services, Outpatient & Resi*

Required

Batongbacal, Edwin (DPH); Hale, Jacquie (DPH); 'XiuMin.Li@seiu1021.org'

Optional

Ruggels, Michelle (DPH); DHR-PSCCoordinator, DHR (HRD); 'david.canham@seiu1021.org'; 'peter.masiak@seiu1021.org'; 'En Joseph.Bryant@seiu1021.org'; 'Theresa.Rutherford@seiu1021.org'

*When Tuesday, October 17, 2017 4:00 PM-5:00 PM,  
~~(Monday, September 25, 2017 1:00 PM-2:00 PM)~~*

*Location 1380 Howard St., 4th Fl, Rm 417, San Francisco, CA 94103, (1380 How*

Meeting to discuss PSC as requested by SEIU on the following BHS programs.

Program Mgr.	PSC No.	PSC Title (services)	Target CSC Meeting Date	Date request period starts	Date Request Period Ends
Edwin Batongbacal	40857 - 17/18	Behavioral Health Services - Outpatient	11/6/2017	1/1/2018	12/31/2022
Edwin Batongbacal	49869 - 17/18	Behavioral Health Services - Residential	11/6/2017	1/1/2018	12/31/2022

**APRIL MONEGAS**

**Contract Analyst**

**Office of Contract Management and Compliance**

**San Francisco Department of Public Health**

1380 Howard St., 4<sup>th</sup> Flr., 420C

San Francisco, CA 94103

Tel: 415-255-3636

*April.Monegas@sfdph.org*

## **Monegas, April (DPH)**

---

**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Monday, October 16, 2017 4:20 PM  
**To:** Dph-sfdphcontractsoffice  
**Cc:** Emma Gerould; David Canham  
**Subject:** DPH PSC meetings

Hello,

Emma Gerould, the Field Supervisor for the DPH team has returned today and will be the one attending the meetings you've requested.

She planned on being there however if she needs additional info or need to change things she will be in touch with you directly.

She's the contact for DPH PSCs. Please coordinate directly with her regarding any outstanding DPH PSCs we've protested.

Cheers,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021  
For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

Sent Via Electronic Mail

DOUGLAS S. CHAN  
PRESIDENT

December 17, 2015

GINA M. ROCCANOVA  
VICE PRESIDENT

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

KATE FAVETTI  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACTS NUMBERS 4151-09/10  
WITH THE DEPARTMENT OF PUBLIC HEALTH.**

At its meeting of **December 7, 2015** the Civil Service Commission had for its consideration the above matter.

The Commission took the following action:

MICHAEL L. BROWN  
EXECUTIVE OFFICER

SEIU 1021 and the Department of Public Health mutually agree to the following: Conditionally approve PSC #4151-09/10 on the conditions that 1) DPH will continue ongoing engagement with Local 1021 to assess the extent to which this work may be performed by Civil Service classifications and to provide input on the upcoming RFP process; and 2) DPH will report back to the Civil Service Commission on progress in this regard in one year.

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

Attachment

Cc: Jacquie Hale, Department of Human Resources  
Emma Gerould, SEIU, Local 1021  
Commission File  
Chron

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4151-09/10)

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

Type of Service: Behavioral Health Integrated and Full Service Outpatient Services

Funding Source: Realignment, Medi-Cal, Gen Funds
PSC Original Approved Amount: \$150,074,786
PSC Mod#1 Amount: no amount added
PSC Mod#2 Amount: \$117,951,000
PSC Cumulative Amount Proposed: \$268,025,786
PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)
PSC Mod#1 Duration: 07/01/15-12/31/15 (26 weeks 2 days)
PSC Mod#2 Duration: 01/01/16-12/31/17 (2 years 1 day)
PSC Cumulative Duration Proposed: 7 years 26 weeks

1. Description of Work

A. Scope of Work:

Contract will provide: mental health outpatient; substance abuse outpatient services; and intensive case management/full-service partnership level-of-care to transitional age youth, adults and older adults. The contract will provide flexible, integrated and seamless services based on the level and type of needs of the client, and responding as clients change over time.

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

Without these services, transitional age youth, adults and older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community, when related to the untreated mental illness, leading to communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

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, by 4151-09/10 Mod 1

D. Will the contract(s) be renewed? Yes, if funding is available.

2. Union Notification: On 08/22/15, the Department notified the following employee organizations of this PSC/RFP request: SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech E

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4151-09/10

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 11/16/2015

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

A. Specify required skills and/or expertise:

The contractors must have appropriately trained licensed and certified staff and facilities which comply with applicable State laws and regulations, chiefly California Welfare and Institutions Code Sec. 5000.

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

2230,2232,2589,2591,2593,2822,2110,2305,2320,2328,2552,2574,,2910,2930,2706,2908,2913,2915,2920,2930,  
2935

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

Yes. Contractor will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are non-profit organizations, and through these collaborations the City is able to offer high quality, more accessible mental health and substance abuse treatment services to its residents. (See attachment)

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

No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services so that City uses contractors to meet as many of the client's needs as possible.

**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? There are no training included in this PSC.	<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? See attachment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<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? Yes, please see attached.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 08/22/15 BY:

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

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

## 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: Behavioral Health Services in Locked FacilitiesFunding Source: General Fund, Medi-CalPSC Duration: 5 years 34 weeksPSC Amount: \$96,817,600**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor(s) will provide psychiatric care to adults and/or older adults, in a locked licensed facility, Skilled Nursing Facility (SNF) and/or Mental Health Rehabilitation Center (MHRC) within San Francisco Bay Area, and/or non-mandatory psychiatric respite services, with one-on-one support in an appropriate environment. Most admissions for psychiatric care will be San Francisco residents coming directly from acute psychiatric inpatient units. Referrals for respite services will primarily come from Psychiatric Emergency Services (PES), acute inpatient psychiatric units, community mental health/dual diagnosis treatment programs, the San Francisco Homeless Outreach Team (SF HOT) and intensive case management programs. The SNF will provide care to individuals with psychiatric problems, medical problems and behavior problems, individuals with neurobehavioral diagnosis with a primary diagnosis of dementia. Individuals also may be admitted with physical impairments requiring special needs that may include the use of a wheelchair, walker, or cane; they may also have vision and or hearing loss or speech impediments. The MHRC will provide care to individuals who have a psychiatric diagnosis with behaviors too severe to live independently or in an unlocked unstructured community program. Respite services will provide a place for people who are not yet accepting of the need to manage their mental health symptoms/issues in a more productive and healthy manner and who would benefit from a supervised setting to monitor medication changes after an inpatient stay.

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

SNF services are necessary to treat clients with psychiatric, medical and/or behavior problems, as well as clients with neurobehavioral diagnoses who have a primary diagnosis of dementia. Severe and/or chronically ill clients who are not treated expose the City to lawsuits and disallowance of funds from the State for failing to expend funds within State legislative guidelines. The City does not have sufficient facilities that provide these services. Denial of these services will result in an increase of harm to these clients and possibly to others, and may expose the City to lawsuits and disallowance of funding for failing to expend funds within State guidelines. Respite services fill a serious gap in services for effective services which provide a safe place for these identified individuals to rest and re-group before returning home, to maximize their abilities to adhere to prescribed medication and stay in the community rather than expensive and possibly traumatic care in a SNF/locked facility.

**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 2013-08/09

**D. Will the contract(s) be renewed?**  
Yes, as funding is available.



- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
The Department expects the need for these critical services to continue.

## 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:

While ZSFGH is the largest provider of acute psychiatric care and the only San Francisco provider of psychiatric emergency care—including inpatient psychiatric units which are culturally and ethnically focused—and is able to provide the needed services in 47 beds at the San Francisco Behavioral Health Center (SFBHC) on the ZSFGH campus for those patients who have complex, sub-acute medical problems in addition to their primary psychiatric diagnosis, the County does not have the capacity, infrastructure or facilities to meet the volume of the need for his level of care.

## 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor(s) must have a State-licensed and (Joint) Commission-approved facility with appropriately trained and licensed staff to provide psychiatric care to adults and older adults in 24-hour Skilled Nursing Facilities, locked adult facilities, and/or Mental Health Rehabilitation Centers (MHRCs) for individuals with psychiatric, medical and/or behavior problems, as well as individuals with neurobehavioral diagnoses with a primary diagnosis of dementia, and who may be significantly physically disabled [e.g., requiring the use of a wheelchair, walker, or cane, and/or with hearing or speech impairment(s)]. Contractor(s) must have at least 3 years' experience in providing services described above, as well as expertise and practical experience in working with the San Francisco public health care services system, must meet the Department's Cultural and Linguistic Competency Standards, have all necessary licenses, permits, approvals and authorizations to perform the work and conduct the provider's business, and be willing and able to comply with all applicable City and State service and contracting requirements.

- B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2574, Clinical Psychologist; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2910, Social Worker; 2920, Medical Social Worker; 2930, Psychiatric Social Worker;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes, Contractor(s) will provide buildings and necessary furniture, beds, desks, and equipment, as needed to provide the services.

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

The Department does provide significant psychiatric care through available resources, but cannot meet the volume of need for this level of care. As the City's largest provider of acute psychiatric care and the only San Francisco provider of psychiatric emergency care, the Department provides 47 beds at the San Francisco Behavioral Health Center (SFBHC) on the ZSFGH campus. There remain many additional people with complex, sub-acute medical problems in addition to their primary psychiatric diagnosis which the County does not have the capacity, infrastructure or facilities to serve.

**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 utilized to provide significant psychiatric care, but the Department cannot meet the volume of need for this level of care and is at capacity.
- 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 a new classification would not increase capacity.

**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 focus of the services is not on training civil service staff, however, some knowledge transfer may occur as civil service and contractor's staffs work together to serve 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.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 08/11/2017, the Department notified the following employee organizations of this PSC/RFP request:

Physicians and Dentists - 8CC; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

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 405 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43871 - 17/18

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 11/20/2017

Civil Service Commission Action:

# **Receipt of Union Notification(s)**

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**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Friday, August 11, 2017 4:13 PM  
**To:** Hale, Jacquie (DPH); Sandeep.lal@seiu1021.me; 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; kgeneral@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43871 - 17/18

RECEIPT for Union Notification for PSC 43871 - 17/18 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 43871 - 17/18 for \$96,817,600 for Initial Request services for the period 11/01/2017 – 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/9955> 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

# San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: October 25, 2017

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, Director, DPH Office of Contract Management and Compliance,  
DPH Business Office

RE: PSC 43871-1718 Behavioral Health Services in Locked Facilities

This is to request that the above Personal Services Contract be calendared for the November 20, 2017, meeting of the Civil Service Commission. We have attempted to respond to requests from SEIU Local 1021 to meet (to get information on this PSC), however, they were apparently unable to attend a meeting we had scheduled. Below is a brief summary of our mutual efforts to meet, to date:

August 11, 2017	Notified SEIU Local 1021
August 29, 2017	SEIU requested meetings for several DPH PSCs
September 20, 2017	DPH offered to meet on September 26, 2017; SEIU stated they were unavailable until after October 15, 2017, and proposed meeting on October 18, 2017
September 25, 2017	SEIU accepted a new DPH meeting request to meet on October 18, 2017
October 16, 2017	SEIU states they will attend meeting
October 18, 2017	DPH was present for meeting, SEIU did not attend

We remain willing to meet, but we do need to proceed with the contracts under this PSC, as current contracts will expire December 31, 2017, leaving us no way to provide continued services to these severely ill clients who require care in locked facilities.

We would also like to provide additional information regarding this PSC which may be helpful.

- This PSC covers two contracts, with Crestwood Behavioral Health and Mental Health Management I dba Canyon Manor, which together at this writing serve approximately 174 clients at Crestwood (covering Mental Health Rehabilitation Center as well as Skilled Nursing Facilities and 3 residential care facilities) and 11 at Canyon Manor.
- These contracts are needed because current DPH's current Mental Health Rehabilitation Center (MHRC) (located on Zuckerberg San Francisco General Hospital grounds) is not able to meet the City's needs for services with current facilities, and does not have any

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The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~  
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555

101 Grove Street, Room 307, San Francisco, CA 94102

other facilities. The MHRC has 47 beds for clients, and is staffed by approximately 50 civil service employees for the Mental Health Rehabilitation Center (MHRC).

- The need for these services has increased due to two major reasons:
  - State Prop. 47 passed by the voters in 2014, which by converting many nonviolent offenses from felonies to misdemeanors has returned many former inmates to the community who require these services; and
  - Two class action lawsuits have resulted in Napa returning many clients to community after the three years mandated by the penal code, maximum term of commitment for a felony is 3 years, rather than following the previous practice of shifting clients from forensic beds to contracted beds at the end of their term of commitment period.

We are happy to provide further information to the Commission or to SEIU on these contracts and this PSC.

Please let me know if you need further information.

Thank you.

cc: Michelle Ruggels, Director, DPH Business Office

Attachments:

August 29, 2017, email from XiuMin Li, SEIU, to Jacquie Hale, DPH

August 29, 2017, email from Emma Gerould, SEIU, to Jacquie Hale, DPH

September 20, 2017, meeting response from XiuMin Li, SEIU, to April Monegas, DPH

September 25, 2017, meeting response from XiuMin Li, SEIU, to April Monegas, DPH

October 16, 2017, email from XiuMin Li, SEIU, to April Monegas, DPH

## Hale, Jacquie (DPH)

---

**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 3:10 PM  
**To:** Hale, Jacquie (DPH)  
**Cc:** DHR-PSCCoordinator, DHR (HRD); David Canham; Peter Masiak; Emma Gerould; Joseph Bryant; Theresa Rutherford  
**Subject:** DPH PSCs protest  
**Importance:** High

Hello Jacquie,

The Union is protesting the following DPH PSCs. Due to the # of PSCs and contracts involved and the enormity of the amounts involved, the Union will need to review them and then schedule the meeting. Also Emma Gerould won't be back on her leave until October 15, so please provide your availability for a meeting after that date.

40857-17/18  
49869-17/18  
43871 - 17/18  
48427-17/18  
45512 - 17/18  
49279 - 17/18

Thank you,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100 San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021 For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>



## Hale, Jacquie (DPH)

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**From:** Emma Gerould <Emma.Gerould@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 6:44 PM  
**To:** Hale, Jacquie (DPH)  
**Subject:** Automatic reply: DPH PSCs protest

Thank you for email. I am currently on maternity leave. Please contact Peter Masiak Peter.Masiak if you need assistance.

Best Regards,

Emma Gerould  
Filed Supervisor  
SEIU 1021

File Meeting Response

Delete Accept View All Reply Reply All Forward Meeting Notes Quick Steps Move Rules Actions Mark Unread Assign Policy Categorize Follow Up

Delete Respond Meeting Notes Quick Steps Move Tags

Wed 9/20/2017 5:17 PM

XiuMin Li <XiuMin.Li@seiu1021.org>

**New Time Proposed: PSC Request for Information Meeting PSC No. 43871 - 17/18: Behavioral Health Se**

To Monegas, April (DPH)  
 Cc Emma Gerould; David Canham; Joseph Bryant; Theresa Rutherford  
 Current Tuesday, September 26, 2017 1:00 PM-2:00 PM (UTC-08:00) Pacific Time (US & Canada).  
 Proposed Wednesday, October 18, 2017 2:00 PM-3:00 PM (UTC-08:00) Pacific Time (US & Canada).  
 Location 1380 Howard St, 4th Fl, Room 424, San Francisco, CA 94123  
 Accepted [XiuMin.Li@seiu1021.org](mailto:XiuMin.Li@seiu1021.org)  
 Tentative No attendees have tentatively accepted.  
 Declined [Theresa.Rutherford@seiu1021.org](mailto:Theresa.Rutherford@seiu1021.org)

**Follow up.** Start by Thursday, September 21, 2017. Due by Thursday, September 21, 2017.  
 The attendee sent another response after this response.  
 XiuMin Li has declined and proposed a new time for this meeting.

We are not available until after October 15.

File

Meeting Response



Delete

Delete



Reply



Reply All

Respond



Forward



Meeting Notes

Meeting N...



Quick Steps

Quick...

Move

Rules

Actions

Move



Assign Policy



Mark Unread



Categorize



Follow Up

Tags



Transf...

Mon 9/25/2017 10:03 AM

XiuMin Li <XiuMin.Li@seiu1021.org>

Accepted: PSC Request for Information Meeting PSC No. 43871 - 17/18: Behavioral Health Se

To Monegas, April (DPH)


When Wednesday, October 18, 2017 2:00 PM-3:00 PM (UTC-08:00) Pacific Time (US & Canada).

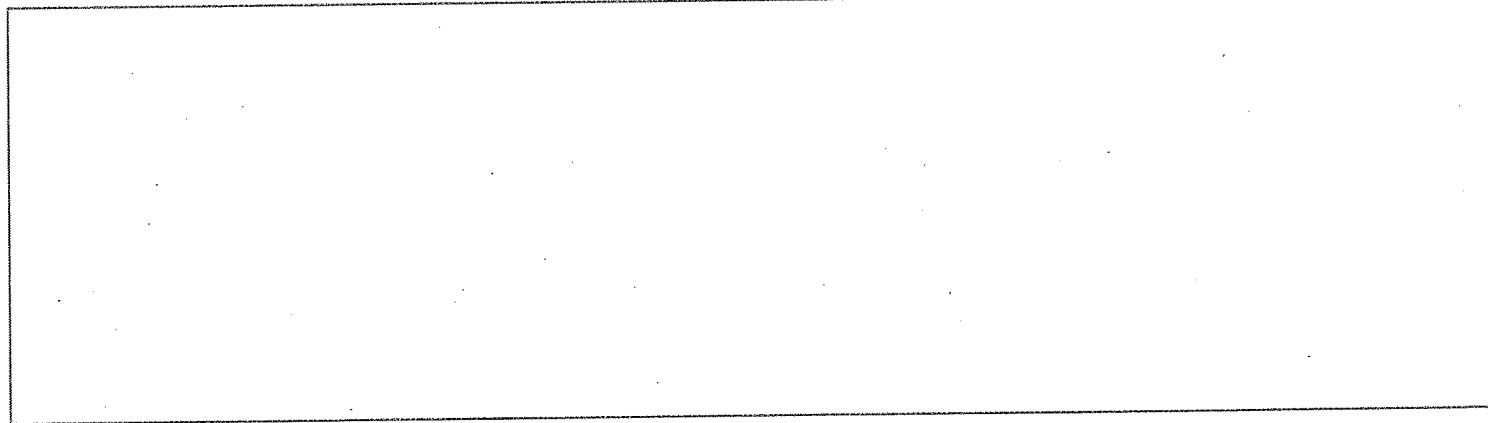
Location 1380 Howard St, 2nd Fl, Room 207, San Francisco, CA 94123

Accepted [XiuMin.Li@seiu1021.org](mailto:XiuMin.Li@seiu1021.org)

Tentative No attendees have tentatively accepted.

Declined [Theresa.Rutherford@seiu1021.org](mailto:Theresa.Rutherford@seiu1021.org)

 XiuMin Li has accepted this meeting.



**Monegas, April (DPH)**

---

**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Monday, October 16, 2017 4:20 PM  
**To:** Dph-sfdphcontractsoffice  
**Cc:** Emma Gerould; David Canham  
**Subject:** DPH PSC meetings

Hello,

Emma Gerould, the Field Supervisor for the DPH team has returned today and will be the one attending the meetings you've requested.

She planned on being there however if she needs additional info or need to change things she will be in touch with you directly.

She's the contact for DPH PSCs. Please coordinate directly with her regarding any outstanding DPH PSCs we've protested.

Cheers,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021  
For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 2013-08/09)

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

Type of Service: Behavioral health services in locked facilities

Funding Source: General fund, state and fed fund
PSC Original Approved Amount: \$70,000,000 PSC Original Approved Duration: 07/01/09 - 12/31/69 (0 sec)
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 07/01/14-12/31/14 (45 years 1 week)
PSC Mod#2 Amount: \$53,996,748 PSC Mod#2 Duration: 07/01/14-06/30/18 (3 years 25 weeks)
PSC Cumulative Amount Proposed: \$123,996,748 PSC Cumulative Duration Proposed: 9 years 1 day

1. Description of Work

A. Scope of Work:

Contractor will provide psychiatric care to adults and/or older adults in 24-hour licensed Skilled Nursing Facilities and/or locked adult facilities and/or Mental Health Rehabilitation Centers (MHRCs) for individuals with psychiatric, medical and/or behavior problems, as well as individuals with neurobehavioral diagnoses with a primary diagnosis of dementia, and who may be significantly physically disabled (e.g., requiring the use of a wheelchair, walker or cane and/or with hearing or speech impairment(s)). Admission is for San Francisco residents, primarily by direct placement from acute psychiatric inpatient unit(s).

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

Services are necessary to treat clients with psychiatric, medical and/or behavior problems, as well as clients with neurobehavioral diagnoses with a primary diagnoses of dementia. Severe and/ or chronically ill clients who are not treated expose the City to lawsuits and disallowance of funds by State for failing to expend funds within State legislative guidelines. The City does not have facilities that provide those services.

Denial of these services will result in an increase of harm to those clients and possibly to others, and may expose de City to lawsuits and disallowance of funds by the State for failing to expand funds within State guidelines.

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.

Services have been provided in the past through earlier PSC request. See 2013-08/09

D. Will the contract(s) be renewed? Yes

2. Union Notification: On 08/06/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; Professional & Tech Engrs, Local 21; Physicians

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2013-08/09

DHR Analysis/Recommendation: 04/06/2015

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 04/06/2015

-301- 04/06/2015

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

A. Specify required skills and/or expertise:

Contractors must have a State-licensed and Commission-approved facility with trained and licensed staff as applicable to provide psychiatric care to adults and/or older adults in 24-hour licensed skilled nursing facilities and/or locked adult facilities and/or Mental Health Rehabilitation Center (MHRC) for individuals with psychiatric, medical and/or behavior problems, as well as for individuals with neurobehavioral diagnoses with a primary diagnosis of dementia, (See attachment)

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

2230,2232,2822,2110,2305,2320,2328,2574,2910,2920,2930,2706,

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

Yes. The contractors will provide services in licensed and approved facilities, as required by State law.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

While SFGH is the largest provider of acute psychiatric care and the only San Francisco provider of psychiatric emergency care, including inpatient psychiatric units which are culturally and ethnically focused, and is able to provide the needed services in 59 beds at the San Francisco Behavioral Health Center (SFMHC) on the SFGH campus for these patients who have complex, sub-acute medical problems in addition to their primary psychiatric diagnosis, (please see attachment)

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

No, civil service classes already exist and are utilized to provide a portion of these services at the San Francisco Behavioral Health Center on the SFGH campus.

**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? Crestwood Behavioral Health Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

ON 08/06/14 BY:

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

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Mental Health Services Act Programs

Funding Source: Mental Health Services Act

PSC Duration: 6 years

PSC Amount: \$1,980,000

**1. Description of Work**

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

The Behavioral Health Services in Primary Care for Older Adults program provides wraparound services that integrate mental health, primary care, case management, substance abuse, and other support services for older adults who struggle with mental health or substance abuse issues. Services are offered either in clients' homes or in a clinic setting, and are designed to be culturally, linguistically, and age appropriate. This comprehensive approach to behavioral and primary health care is intended to offer clients wraparound supports and services to engage older adults in mental health services. In addition, the work under this PSC will include providing employment for "peers". Peers are behavioral health clients with lived experience that perform specific peer-based activities for other clients in the behavioral health system.

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

Without these services, Older Adults and their families will be exposed to increased levels of anxiety, isolation, depression, post-traumatic stress, trauma, health issues, addiction and other symptoms. Not providing services may result in communities feeling victimized by the City, increased lawsuits and related costs. The State Mental Health Services Act (MHSA) which funds these services requires that the input of clients and their families play a significant role in the development of MHSA-funded programs, and as a result, their input has informed the development of these services and their feedback was integrated into the Request For Qualifications (RFQ) for these services. Denial would prevent these services from being provided and would result in existing mental health services throughout the community being dramatically reduced, especially those services which target clients with severe mental illness who are Black/African America, Latino/a, socially isolated older adults, homeless and/or socially-excluded.

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

**D. Will the contract(s) be renewed?  
Yes, as funding is available.**

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
The duration requested is corresponds to the Request For Qualifications for these services, which anticipates a contract term of up to six years, as the Department expects the need for these servies to continue.**

**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).
- 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:

The Mental Health Services Act (MHSA) emphasizes the use of consumers/peers and family members to provide peer support, counseling, navigation and linkage. The use of peers supports the increase awareness of mental illness, works to reduce the stigma of mental illness, provides practical system navigation and increases access to care. Currently, no Civil Service position is designed to exclusively hire peers and their families individuals with lived experience dealing with mental health challenges. The City currently lacks office/program space to accommodate all of these services. MHSA funding is volatile. Because it is based on a percentage of State income taxes, funding fluctuates year-to-year and funding reductions are currently being projected.

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

- A. Specify required skills and/or expertise: Demonstrated experience providing mental health and substance abuse services to the older adult population, including: medication management; collecting, evaluating and disseminating comprehensive data, including program and participant outreach, service utilization/duration, and external referrals; incorporating wellness and recovery principles into programming; ability to deliver responsive services to community members in ways that are respectful and also honor each person's heritage, language and cultural worldviews.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2910, Social Worker; 2930, Psychiatric Social Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor(s) will provide office/program/treatment space. While the City does provide significant primary care services, it currently lacks the space to accommodate all of the services needed.

**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.

Community-based contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in close partnership with contractors. In addition, Mental Health Services Act emphasizes the use of consumers/peers and family members to provide peer support, counseling, navigation and linkage. The use of peers supports the increase of awareness around mental illness, stigma reduction, system navigation and access to care. Currently, no civil service position is designed to exclusively hire peers and their families - individuals with lived experience dealing with mental health challenges.

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 demand currently exceeds the capacity at City facilities to provide these services, so the City uses contractors to meet as many of the clients' needs as possible.

**6. Additional Information**

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

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

No. No, the focus of these services is the provisions of services described, rather than providing training to Civil Service employees.

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

Yes. These services will be funded, specifically, by Mental Health Services Act (MHSA). The providers must demonstrate the ability to adhere to the MHSA principles and state regulations.

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. Yes. These services will be funded, specifically, by Mental Health Services Act (MHSA). The providers must demonstrate the ability to adhere to the MHSA principles and State regulations.

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

No.

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

No.

**7. Union Notification:** On 08/26/2017, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Physicians and Dentists - 8CC; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

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 405 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45512 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2017

# **Receipt of Union Notification(s)**

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**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Saturday, August 26, 2017 4:52 PM  
**To:** Hale, Jacquie (DPH); thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.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; kgeneral@ifpte21.org; amakayan@ifpte21.org; jduritz@uapd.com; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45512 - 17/18

RECEIPT for Union Notification for PSC 45512 - 17/18 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 45512 - 17/18 for \$1,980,000 for Initial Request services for the period 01/01/2018 – 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/10027> 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

# San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: October 25, 2017

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, Director, DPH Office of Contract Management and Compliance, DPH Business Office

RE: PSC 45512-17/18 Mental Health Services Act (Older Adults)

This is to request that the above Personal Services Contract be calendared for the November 20, 2017, meeting of the Civil Service Commission. SEIU has asked for information meetings regarding this PSC, to which we have responded, however, they did not attend the meeting we had scheduled. We remain willing to meet, and we need to go forward with contracts under this PSC, as they expire December 31, 2017. Below is a brief summary of our efforts meet, to date:

August 26, 2017	Notified SEIU Local 1021
August 29, 2017	SEIU requested meetings for several DPH PSCs
October 16, 2017	SEIU states they will attend meeting
October 17, 2017	SEIU accepted a new DPH meeting request to meet on October 18, 2017
October 18, 2017	DPH was present for meeting, SEIU did not attend

Please note that the services provided by contractors under this PSC are targeted to older adults.

This population often is more vulnerable to the isolation that can exacerbate their illness and make it even more difficult for them to get treatment.

Peers with lived experience with mental illness and the mental health treatment system working as part of this program are uniquely able to gain the trust necessary for these clients to access treatment, including helping them to get to appointments for care and working in primary care settings to engage clients so that they might have better access to care.

We are happy to provide further information to the Commission or to SEIU on these contracts and this PSC. Please let me know if you need further information. Thank you.

cc: Michelle Ruggels, Director, DPH Business Office

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The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555

101 Grove Street, Room 307, San Francisco, CA 94102

Suzanne Choi, DHR PSC Coordinator  
October 25, 2017  
Page 2 of 2

Attachments:

August 26, 2107, union notification

August 29, 2017, email from XiuMin Li, SEIU, to Jacquie Hale, DPH

August 29, 2017, email from Emma Gerould, SEIU, to Jacquie Hale, DPH

October 17, 2017, meeting response from XiuMin Li, SEIU, to April Monegas, DPH

October 16, 2017, email from XiuMin Li, SEIU, to April Monegas, DPH

## Hale, Jacquie (DPH)

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**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 3:10 PM  
**To:** Hale, Jacquie (DPH)  
**Cc:** DHR-PSCCoordinator, DHR (HRD); David Canham; Peter Masiak; Emma Gerould; Joseph Bryant; Theresa Rutherford  
**Subject:** DPH PSCs protest  
**Importance:** High

Hello Jacquie,

The Union is protesting the following DPH PSCs. Due to the # of PSCs and contracts involved and the enormity of the amounts involved, the Union will need to review them and then schedule the meeting. Also Emma Gerould won't be back on her leave until October 15, so please provide your availability for a meeting after that date.

40857-17/18  
49869-17/18  
43871 - 17/18  
48427-17/18  
45512 - 17/18  
49279 - 17/18

Thank you,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100 San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021 For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>



## Hale, Jacquie (DPH)

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**From:** Emma Gerould <Emma.Gerould@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 6:44 PM  
**To:** Hale, Jacquie (DPH)  
**Subject:** Automatic reply: DPH PSCs protest

Thank you for email. I am currently on maternity leave. Please contact Peter Masiak Peter.Masiak if you need assistance.

Best Regards,

Emma Gerould  
Filed Supervisor  
SEIU 1021

File Meeting Response

Delete Reply Reply All Forward More Meeting Notes Meeting

Quick Steps: EQuestions, Team Email, Reply & Delete, To Manager, Done, Create New

Move, Rules, Actions, Assign Policy, Mark Unread, Categorize, Follow Up, Tags

Tue 10/17/2017 10:17 AM

XiuMin Li <XiuMin.Li@seiu1021.org>

Accepted: Request for Information Meeting -PSC 45512 -17/18 & 49279-17/18: Mental Health Services Act Services -primary Care

To Monegas, April (DPH)

When Thursday, October 19, 2017 10:00 AM-12:00 PM (UTC-08:00) Pacific Time (US & Canada)

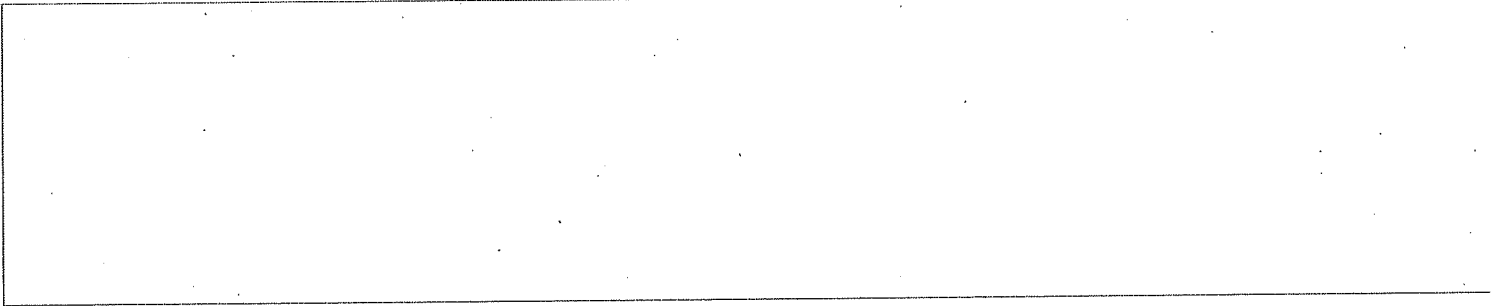
Location 1380 Howard St, 4th Fl, Room 417, San Francisco, CA 94123

Accepted Hale, Jacquie (DPH); XiuMin.Li@seiu1021.org; Momoh, Imo (DPH)

Tentative No attendees have tentatively accepted.

Declined No attendees have declined.

XiuMin Li has accepted this meeting.



## **Monegas, April (DPH)**

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**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Monday, October 16, 2017 4:20 PM  
**To:** Dph-sfdphcontractsoffice  
**Cc:** Emma Gerould; David Canham  
**Subject:** DPH PSC meetings

Hello,

Emma Gerould, the Field Supervisor for the DPH team has returned today and will be the one attending the meetings you've requested.

She planned on being there however if she needs additional info or need to change things she will be in touch with you directly.

She's the contact for DPH PSCs. Please coordinate directly with her regarding any outstanding DPH PSCs we've protested.

Cheers,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021  
For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>

**Personal Services Contract Summary**  
**Department of Public Health, Behavioral Health Services**

**Mental Health Services Act, Proposition 63:**

**5800-5802 Adult and Older Adult Mental Health System of Care Act**

5801. (a) A system of care for adults and older adults with severe mental illness results in the highest benefit to the client, family and community while insuring that the public sector meets its legal responsibility and fiscal liability at the lowest possible cost; (b.) The underlying philosophy for these systems of care include the following: (7) People in local communities are the most knowledgeable regarding their particular environments, issues, service gaps and strengths, and opportunities; (9) For the majority of seriously mentally disordered adults and older adults, treatment is best provided in the client's natural setting in the community. Treatment, case management, and community support services should be designed to prevent inappropriate removal from the natural environment to more restrictive and costly placements.

**5840-5840.2 Prevention and Early Intervention Prevention Programs (Part 3.6 Mental Health Services Act, Proposition 63)**

5840. (a) The State Department of Mental Health, in coordination with counties, shall establish a program designed to prevent mental illness from becoming severe and disabling. The program shall emphasize improving timely access to services for underserved communities. (b) The program shall include the following components: (1) Outreach to families, employers, primary health care providers and others to recognize the early signs of potentially severe and disabling mental illness. (2) Access and linkage to medically necessary care provided by county mental health programs for children with severe mental illness, as defined in Section 5600.3, and for adults and seniors with severe mental illness, as defined in Section 5600.3, as early in the onset of these conditions as practicable.

5840.2 The department shall contract for the provision of services pursuant to this part with each county mental health program in the manner set forth in Section 5897.

5897. (a) Notwithstanding any other provision of state law, the State Department of Health Care Services shall implement the mental health services provided by Part 3 (commencing with Section 5800), Part 3.6 (commencing with Section 5840), and Part 4 (commencing with Section 5850) of this division through contracts with county mental health programs or counties acting jointly. A contract may be exclusive and may be awarded on a geographic basis. As used herein a county mental health program includes a city receiving funds pursuant to Section 5701.5.

**5890. Mental Health Services Fund (Mental Health Services Act, Proposition 63)**

The Mental Health Services Fund is hereby created in the State Treasury. The fund shall be administered by the state. Notwithstanding Section 13340 of the Government Code, all moneys in the fund are, except as provided in subdivision (d) of Section 5892, continuously appropriated, without regard to fiscal years, for the purpose of funding the following programs and other related activities as designated by other provisions of this division;

1. Part 3. (commencing with Section 5800), the Adult and Older Adult System of Care Act
2. Part 3.2 (commencing with Section 5830), Innovative Programs
3. Part 3.6 (commencing with Section 5840), Prevention and Early Intervention Programs
4. Part 4 (commencing with Section 5850), the Children's Mental Health Services Act

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Mental Health Services Act Services Programs including Transition Age Youth

Funding Source: Mental Health Services Act

PSC Duration: 6 years

PSC Amount: \$20,400,000

**1. Description of Work**

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

Work will include programs for Transition Age Youth (TAY) (16-24 years of age) who are hard to engage in services or socially excluded. These culturally appropriate mental health services will be provided by multiple contractors, which together form a System of Care to address the broad spectrum of needs and illnesses presented by these clients. Services will include full service partnership and intensive outpatient treatment activities; early psychosis intervention services; mental health assessment services; collateral and community based wrap-around services; and population-specific services for Black/African American, Asian and Pacific Islander, Latino/a and Mayan, homeless, and Lesbian, gay, bisexual, transgender, and questioning individuals. Work also will include providing employment for "peers," behavioral health clients with lived experience of mental illness and the mental health treatment system who perform specific peer-based activities for other clients/consumers of the behavioral health system.

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

Without these services, Transition Age Youth and their families will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress, trauma, and other symptoms. Not providing services may result in communities feeling victimized by the City, increased lawsuits and related costs. The Mental Health Services Act requires that the input of clients and their families play a significant role in the development of MHSa-funded programs, and as a result, their input has informed the development of these services and their feedback was integrated into the Request For Qualifications (RFQ) which corresponds to this PSC.

**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.**

4160-09/10

**D. Will the contract(s) be renewed?**

Yes, if funding is available.

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

The duration requested is corresponds to the Request For Qualifications for these services, which anticipates a contract term of up to six years, as the Department expects the need for these services to continue.

**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).

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 Mental Health Services Act (MHSA) emphasizes the use of consumers/peers and family members to provide peer support, counseling, navigation and linkage. The use of peers supports the increase awareness of mental illness, works to reduce the stigma of mental illness, provides practical system navigation and increases access to care. Currently, no Civil Service position is designed to exclusively hire peers and their families individuals with lived experience dealing with mental health challenges. The City currently lacks office/program space to accommodate all of these services. MHSA funding is volatile. Because it is based on a percentage of State income taxes, funding fluctuates year-to-year and funding reductions are currently being projected.

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

A. Specify required skills and/or expertise: Experience in providing culturally and developmentally responsive services to the Transition Age Youth population (16-24 years of age) and their families; ability to build productive partnerships with the Department of Public Health, other City departments and community-based organizations across systems; experience reflective of the communities being served, a broad variety of language capacities; and the ability to honor each person's heritage and cultural world views.

B. Which, if any, civil service class(es) normally perform(s) this work? 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2822, Health Educator; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2930, Psychiatric Social Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractors will use office/program space and peer-based curricula not currently possessed by the City.

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

In addition to the requirements for the utilization of peers--individuals with lived experience of mental illness and with the mental health treatment system--a key requirement of the Mental Health Services Act is that funding may not be used to supplant existing funding, so it has not been appropriate to use these funds to support available resources (positions).

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

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in close partnership with contractors. In addition, Mental Health Services Act emphasizes the use of consumers/peers and family members to provide peer support, counseling, navigation and linkage. The use of peers supports the increase of awareness around mental illness, stigma reduction, system navigation and access to care. Currently, no civil service position is designed to exclusively hire peers and their families--individuals with lived experience dealing with mental health challenges.

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 demand currently exceeds the capacity at City facilities to provide these services, so the City uses contractors to meet as many of the clients' needs as possible. In addition, the DHR guidelines do not guarantee the exclusive hiring of "peers" as described in the context of service delivery by peer providers – individuals with lived experience with unique skills and expertise in wellness and recovery from serious and persistent mental illness. The funding is also contingent upon state allocations which fluctuate drastically year to year.

**6. Additional Information**

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

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

C. Are there legal mandates requiring the use of contractual services?  
Yes. These services will be funded, specifically, by Mental Health Services Act (MHSA). The providers must demonstrate the ability to adhere to the MHSA principles and state regulations.

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. Yes. These services will be funded, specifically, by Mental Health Services Act (MHSA). The providers must demonstrate the ability to adhere to the MHSA principles and State regulations.

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

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

**7. Union Notification:** On 08/25/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Physicians and Dentists - 8CC; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021

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

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

Address: 101 Grove Street, Room 405 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48427 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2017



# **Receipt of Union Notification(s)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Friday, August 25, 2017 7:03 PM  
**To:** Hale, Jacquie (DPH); thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me;  
leah.berlanga@seiu1021.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; kgeneral@ifpte21.org;  
amakayan@ifpte21.org; jduritz@uapd.com; kpage@ifpte21.org; eerbach@ifpte21.org;  
pkim@ifpte21.org; L21PSCReview@ifpte21.org; Hale, Jacquie (DPH); DHR-  
PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48427 - 17/18

RECEIPT for Union Notification for PSC 48427 - 17/18 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 48427 - 17/18 for \$20,400,000 for Initial Request services for the period 01/01/2018 – 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/10026> 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

# San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: October 25, 2017

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, Director, DPH Office of Contract Management and Compliance, DPH Business Office

RE: PSC 48427-17/18 Mental Health Services Act Services Programs including Transition Age Youth

This is to request that the above Personal Services Contract be calendared for the November 20, 2017, meeting of the Civil Service Commission. SEIU has asked for information meetings regarding this PSC, to which we have responded, however, they did not attend the meeting we had scheduled. We remain willing to meet, and we need to go forward with contracts under this PSC, as they expire December 31, 2017. Below is a brief summary of our efforts meet, to date:

August 25, 2017	Notified SEIU Local 1021
August 29, 2017	SEIU requested meetings for several DPH PSCs
September 25, 2017	SEIU accepted a DPH meeting request to meet on October 19, 2017
October 16, 2017	SEIU states they will attend meeting
October 19, 2017	DPH was present for meeting, SEIU did not attend

The contracts under this PSC together form a System Of Care to address the broad spectrum of needs and illnesses presented by Transition Age Youth (TAY) (ages 16-24) who are hard to engage in services or socially excluded with a similarly broad spectrum of services which are population-specific for youth who are Black/African American, Asian and Pacific Islander, Latino/a and Mayan, homeless, and Lesbian/Gay Bisexual/Transgender/Questioning and have illnesses requiring early psychosis intervention, mental health assessment, and/or collateral and community-based mental health services.

We are happy to provide further information to the Commission or to SEIU on these contracts and this PSC. Please let me know if you need further information. Thank you.

cc: Michelle Ruggels, Director, DPH Business Office

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The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~  
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555

101 Grove Street, Room 307, San Francisco, CA 94102

Attachments:

August 25, 2017, union notification

August 29, 2017, email from XiuMin Li, SEIU, to Jacquie Hale, DPH

August 29, 2017, email from Emma Gerould, SEIU, to Jacquie Hale, DPH

September 25, 2017, meeting response from XiuMin Li, SEIU, to April Monegas, DPH

October 16, 2017, email from XiuMin Li, SEIU, to April Monegas, DPH

## Hale, Jacquie (DPH)

---

**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 3:10 PM  
**To:** Hale, Jacquie (DPH)  
**Cc:** DHR-PSCCoordinator, DHR (HRD); David Canham; Peter Masiak; Emma Gerould; Joseph Bryant; Theresa Rutherford  
**Subject:** DPH PSCs protest  
**Importance:** High

Hello Jacquie,

The Union is protesting the following DPH PSCs. Due to the # of PSCs and contracts involved and the enormity of the amounts involved, the Union will need to review them and then schedule the meeting. Also Emma Gerould won't be back on her leave until October 15, so please provide your availability for a meeting after that date.

40857-17/18  
49869-17/18  
43871 - 17/18  
48427-17/18  
45512 - 17/18  
49279 - 17/18

Thank you,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100 San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021 For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>

## Hale, Jacquie (DPH)

---

**From:** Emma Gerould <Emma.Gerould@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 6:44 PM  
**To:** Hale, Jacquie (DPH)  
**Subject:** Automatic reply: DPH PSCs protest

Thank you for email. I am currently on maternity leave. Please contact Peter Masiak Peter.Masiak if you need assistance.

Best Regards,

Emma Gerould  
Filed Supervisor  
SEIU 1021



File

Meeting Response



Delete



Reply



Reply All



Forward

Meeting

More



Meeting Notes

- EQuestions
- To Manager
- Team Email

Meeting Notes

Quick Steps

Move

Rules

Actions

Move



Assign Policy



Mark Unread

Categorize

Tags

Mon 9/25/2017 10:02 AM

XiuMin Li <XiuMin.Li@seiu1021.org>

Accepted: Request for Information Meeting -PSC 48427-17/18: Mental Health Services Act Services Programs in

To Monegas, April (DPH)

When Thursday, October 19, 2017 2:00 PM-3:00 PM (UTC-08:00) Pacific Time (US & Canada).

Location 1380 Howard St, 4th Fl, Room 417, San Francisco, CA 94123

Accepted Hale, Jacquie (DPH); Simmons, Marlo (DPH); XiuMin.Li@seiu1021.org

Tentative No attendees have tentatively accepted.

Declined No attendees have declined.

XiuMin Li has accepted this meeting.



**Monegas, April (DPH)**

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**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Monday, October 16, 2017 4:20 PM  
**To:** Dph-sfdphcontractsoffice  
**Cc:** Emma Gerould; David Canham  
**Subject:** DPH PSC meetings

Hello,

Emma Geroud, the Field Supervisor for the DPH team has returned today and will be the one attending the meetings you've requested.

She planned on being there however if she needs additional info or need to change things she will be in touch with you directly.

She's the contact for DPH PSCs. Please coordinate directly with her regarding any outstanding DPH PSCs we've protested.

Cheers,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021  
For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>

**Personal Services Contract Summary**  
**Department of Public Health, Behavioral Health Services**

**Mental Health Services Act, Proposition 63:**

**5800-5802 Adult and Older Adult Mental Health System of Care Act**

5801. (a) A system of care for adults and older adults with severe mental illness results in the highest benefit to the client, family and community while insuring that the public sector meets its legal responsibility and fiscal liability at the lowest possible cost; (b.) The underlying philosophy for these systems of care include the following: (7) People in local communities are the most knowledgeable regarding their particular environments, issues, service gaps and strengths, and opportunities; (9) For the majority of seriously mentally disordered adults and older adults, treatment is best provided in the client's natural setting in the community. Treatment, case management, and community support services should be designed to prevent inappropriate removal from the natural environment to more restrictive and costly placements.

**5840-5840.2 Prevention and Early Intervention Prevention Programs (Part 3.6 Mental Health Services Act, Proposition 63)**

5840. (a) The State Department of Mental Health, in coordination with counties, shall establish a program designed to prevent mental illness from becoming severe and disabling. The program shall emphasize improving timely access to services for underserved communities. (b) The program shall include the following components: (1) Outreach to families, employers, primary health care providers and others to recognize the early signs of potentially severe and disabling mental illness. (2) Access and linkage to medically necessary care provided by county mental health programs for children with severe mental illness, as defined in Section 5600.3, and for adults and seniors with severe mental illness, as defined in Section 5600.3, as early in the onset of these conditions as practicable.

5840.2 The department shall contract for the provision of services pursuant to this part with each county mental health program in the manner set forth in Section 5897.

5897. (a) Notwithstanding any other provision of state law, the State Department of Health Care Services shall implement the mental health services provided by Part 3 (commencing with Section 5800), Part 3.6 (commencing with Section 5840), and Part 4 (commencing with Section 5850) of this division through contracts with county mental health programs or counties acting jointly. A contract may be exclusive and may be awarded on a geographic basis. As used herein a county mental health program includes a city receiving funds pursuant to Section 5701.5.

**5890. Mental Health Services Fund (Mental Health Services Act, Proposition 63)**

The Mental Health Services Fund is hereby created in the State Treasury. The fund shall be administered by the state. Notwithstanding Section 13340 of the Government Code, all moneys in the fund are, except as provided in subdivision (d) of Section 5892, continuously appropriated, without regard to fiscal years, for the purpose of funding the following programs and other related activities as designated by other provisions of this division;

1. Part 3. (commencing with Section 5800), the Adult and Older Adult System of Care Act
2. Part 3.2 (commencing with Section 5830), Innovative Programs
3. Part 3.6 (commencing with Section 5840), Prevention and Early Intervention Programs
4. Part 4 (commencing with Section 5850), the Children's Mental Health Services Act

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4160 0910)

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

Type of Service: Prevention and Early Intervention (PEI)

Funding Source: Mental Health Services Act

PSC Original Approved Amount: \$29,543,220 PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)
PSC Mod#1 Amount: \$2,954,322 PSC Mod#1 Duration: 07/01/15-12/31/15 (26 weeks 2 days)
PSC Mod#2 Amount: \$26,840,000 PSC Mod#2 Duration: 01/01/16-12/31/17 (2 years 1 day)
PSC Cumulative Amount Proposed: \$59,337,542 PSC Cumulative Duration Proposed: 7 years 26 weeks

1. Description of Work

A. Scope of Work:

The PEI project will provide prevention and early intervention programs designed to prevent the initial onset or worsening of mental illness among children, youth, their families, transitional age youth, adults and older adults who exhibit varying levels of risk of developing mental illness. The project will assist those at risk and train providers to better identify clients early and refer them to services. Programs include School Based Youth Centered Wellness; Screening, Planning and Supportive Services for Incarcerated Youth; Holistic Wellness Prevention in a Community Setting; Early Childhood Mental Health Consultation; Mental Health Consultation for Providers working with Youth at RISK or Involved with the Juvenile Justice System; Older Adult Behavioral Health Screening and Response; Early Intervention and Recovery for Young People with Early Psychosis; Transition Aged Youth Multi-Service Center and Peer Outreach and Training.

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

The need for prevention exists at many levels, in K-12 schools, in juvenile justice detention, among distinct cultural communities in San Francisco, in child care classrooms, Family Resource Centers, family child care network and substance abuse residential treatment programs. The need also exists among juvenile justice staff who lack support and prevention training, among isolated adults age 55 and up who have limited access to mental health programs, among youth and their families at risk for psychosis, among transitional aged youth, in after school programs for children aged 6-13 and among the public who will benefit from a peer education system designed to stamp out stigma associated with mental illness. Without these services, there will be a critical population of clients not served

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.

2013-04/05

D. Will the contract(s) be renewed? Yes, if funding is available.

2. Union Notification: On 08/22/15, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Physicians and Dentists - 8CC; Arcl

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4160 0910

DHR Analysis/Recommendation: 11/16/2015

Commission Approval Required Approved by Civil Service Commission

DHR Approved for 11/16/2015 -331- 11/16/2015

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

A. Specify required skills and/or expertise:

The PEI project must be awarded to contractors that have a State Licensed facility with trained and licensed/credentialed staff as applicable to provide prevention and early intervention support, case management, educational, social, vocational/rehabilitative and other needed community based services to cope with mental health crises, psychiatric symptoms and other mental disorders which may require testing, diagnosis, treatment, therapy, medication or a combination of therapeutic or rehabilitative services.

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

2230,2232,2585,2586,2587,2588,2930,2822,2552,2589,2591,2593,

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

Yes. Contractors will provide services in licensed and approved facilities which are located in the community and that uniquely occur there.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

These are grant funded programs. The contracts will be awarded to local community programs that will provide: School Based Youth Centered Wellness; Screening, Planning and Supportive Services for Incarcerated Youth; Holistic Wellness Prevention in a Community Setting; Early Childhood Mental Health Consultation; Mental Health Consultation for Providers working with Youth at RISK or Involved with the Juvenile Justice System; Older Adult Behavioral Health Screening and Response; Early Intervention and Recovery for

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

No. The projects are all collaborative projects, primarily based in the community, designed to draw on the expertise and experience of the behavioral and primary health care systems, community-based organizations of all types, schools, community programs and centers, institutions of higher education and juvenile probation.

**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?  
There are no training provided in this PSC.  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, please see attached.  YES  NO

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

ON 08/22/15 BY:

Name: Jacquie Hale

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

Address: 101 Grove Street, Room 307

San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Mental Health Services Act Peer Programs

Funding Source: Mental Health Services Act funds

PSC Duration: 6 years

PSC Amount: \$25,590,000

**1. Description of Work**

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

The work performed under this PSC will include programs for peers, who are behavioral health clients with lived experience of mental illness and the mental health treatment system who perform specific peer-based activities for other clients in the behavioral health system, including: (1) Peer Health and Advocacy services, which works to support peers/consumers of mental health services and their families by offering a wide array of services such as peer education and support programs, community awareness presentations, and trainings for service providers and clients; these programs seek to improve health outcomes, reduce the stigma associated with behavioral or mental health conditions, and advocate on behalf of these populations; (2) Community Drop-In Services, which provide drop-in and resource support service centers throughout the City in order to offer multiple entry points and allow easy access to services; peer and clinical staff connect with clients and link them to behavioral/mental health services; services include case management, support groups, socialization events, employment services, and access to the arts; activities are offered to build social connection with other participants and natural support systems; (3) Fiscal Intermediary Services for Peer Employment, which will provide subcontractor, bookkeeping and limited personnel management services for several Peer-to-Peer projects in the Peer-to-Peer Services System, which is comprised of several peer programs managed by Department Civil Service staff, with a small portion of the programs staffed by peer counselors.

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

The State Mental Health Services Act (MHSA) which funds these services requires that the input of clients and their families play a significant role in the development of MHSA-funded programs, and as a result, their input has informed the development of these services and their feedback was integrated into the Request For Qualifications (RFQ) for these services. Denial would prevent these services from being provided and would result in existing mental health services throughout the community being dramatically reduced, especially those services which target clients with severe mental illness who are Black/African America, Latino/a, socially isolated older adults, homeless and/or socially-excluded.

**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 46266-14/15

**D. Will the contract(s) be renewed?**

Yes, if funding is available.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
The duration requested corresponds to the Request For Qualifications for these services, which anticipates a contract term of up to six years, as the Department expects the need for these services to continue.

**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).

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 Mental Health Services Act (MHSA) emphasizes the use of consumers/peers and family members to provide peer support, counseling, navigation and linkage. The use of peers supports the increase awareness of mental illness, works to reduce the stigma of mental illness, provides practical system navigation and increases access to care. Currently, no Civil Service position is designed to exclusively hire peers and their families individuals with lived experience dealing with mental health challenges. The City currently lacks office/program space to accommodate all of these services. MHSA funding is volatile. Because it is based on a percentage of State income taxes, funding fluctuates year-to-year and funding reductions are currently being projected.

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

A. Specify required skills and/or expertise: Demonstrated experience implementing peer-based and clinical activities within a Community Drop-In setting; providing outreach and engagement, screening and assessment, individual, family and group therapeutic services, as well as wellness promotion and service linkages; collecting, evaluating and disseminating comprehensive data, including program and participant outreach, service utilization/duration, and external referrals; incorporating wellness and recovery principles into programming; delivery of responsive services to clients who are homeless or episodically housed, and who may struggle with multiple behavioral health issues.

B. Which, if any, civil service class(es) normally perform(s) this work? 2305, Psychiatric Technician; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2822, Health Educator; 2910, Social Worker; 2930, Psychiatric Social Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes, the contractor will use office/program space and peer-based curricula not currently possessed by the City.

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

In addition to the requirements for the utilization of peers--individuals with lived experience of mental illness and with the mental health treatment system--a key requirement of the Mental Health Services Act is that

funding may not be used to supplant existing funding, so it has not been appropriate to use these funds to support available resources (positions).

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

A. Explain why civil service classes are not applicable.

This specialty is difficult to require under Civil Service requirements. Civil Service classes are not applicable, as the required expertise and skill sets are not available in civil service classifications. All of these programs must be based on wellness and recovery principles and must employ behavioral health clients with lived experience, as required by the MHSA.

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 it is not the types of civil service classifications available that are unsuitable for these services, but the need for the services to be provided by peers, individuals with lived experience of mental illness and with the mental health services system--and a flexible approach to employment of peers, who may not have the ability to consistently comply with "regular" Civil Service employment requirements--which is not available through Civil Service.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. The focus of these services is training of peers, rather than Civil Service staff. However, a positive result of the programs might be the future employment of peers as "regular" Civil Service employees due to their training in these programs.

C. Are there legal mandates requiring the use of contractual services?  
Yes. These services will be funded, specifically, by Mental Health Services Act (MHSA). The providers must demonstrate the ability to adhere to the MHSA principles and State regulations.

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

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

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

**7. Union Notification:** On 08/25/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021

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

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

Address: 101 Grove Street, Room 405 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49279 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2017



# **Receipt of Union Notification(s)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Friday, August 25, 2017 5:32 PM  
**To:** Hale, Jacquie (DPH); thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.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; kgeneral@ifpte21.org; amakayan@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49279 - 17/18

RECEIPT for Union Notification for PSC 49279 - 17/18 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 49279 - 17/18 for \$25,590,000 for Initial Request services for the period 01/01/2018 – 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/10025> 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

# San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: October 25, 2017

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, Director, DPH Office of Contract Management and Compliance,  
DPH Business Office

RE: PSC 49279-17/18 Mental Health Services Act Peer Programs

This is to request that the above Personal Services Contract be calendared for the November 20, 2017, meeting of the Civil Service Commission. SEIU has asked for information meetings regarding this PSC, to which we have responded, however, they did not attend the meeting we had scheduled. We remain willing to meet, and we need to go forward with contracts under this PSC, as they expire December 31, 2017. Below is a brief summary of our efforts meet, to date:

August 25, 2017	Notified SEIU Local 1021
August 29, 2017	SEIU requested meetings for several DPH PSCs
October 16, 2017	SEIU states they will attend meeting
October 17, 2017	SEIU accepted a new DPH meeting request to meet on October 18, 2017
October 18, 2017	DPH was present for meeting, SEIU did not attend

We would also like to provide additional information regarding this PSC which may be helpful.

The contracts under this PSC enable three services which were recently solicited:

1. Peer Outreach, Engagement and Education, through the Sharing our Lives: Voices and Experiences (SOLVE) speakers bureau program, and the Peer Response Team (PRT)
2. Behavioral Health/Behavioral Health Access Center Line Off-hours Coverage
3. Mental Health Clients Rights Advocate (MHCRA) services

Peer employment programs are supportive employment programs focused on the client's development, rather than competitive employment programs focused on the employer's needs. They focus on skill-building and increasing clients'/peers' functioning, to enable them to maintain stable employment. Programs work with consumers with severe mental illness who may not have had any prior work history or may not have worked in decades. Additional supports provided include case management, phone and group consultation services, and job coaching.

MHSA funding does support approximately 119 FTEs in civil service positions. While the contracts under this PSC provide for these peer programs, civil service staff provide the therapy and case management services for clients, initial client engagement, support, and navigation services

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The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~  
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555

101 Grove Street, Room 3407, San Francisco, CA 94102

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performed by peers are key to actually allowing clients to access these services in a practical and effective way. There are 106 peers participating in the programs listed above. Peers participate in this supported employment program much less than part-time, averaging only 0.34 FTE, giving peers time for other activities and time needed to manage their illnesses as needed.

The Mental Health Services Act (MHSA) requires that peers play a role in budgeting, program design, program implementation, policy development and evaluation. DPH must comply with the mandated requirements of the Affordable Care Act (ACA) to include consumers in the service delivery of behavioral health services. If peers are not utilized, the Department will be out of compliance with State MHSA and federal ACA requirements.

We also note that in partial relationship to previous discussions with SEIU, DPH has been pleased to work with DHR to help with the development of the ACE program to respond to ongoing barriers to civil service employment faced by potential employees with disabilities—including people with lived experience of the mental health system who participate in these supportive peer employment programs.

As you may know, the Access to City Employment (ACE) Program supports applicants with disabilities throughout the hiring process, and provides a way for applicants to enter the City workforce without going through the competitive civil service merit process, if they meet minimum qualifications and have appropriate documentation of their disability. Applicants hired through ACE are designated permanent status upon three successful evaluations within a one-year probationary period.

We are happy to provide further information to the Commission or to SEIU on these contracts and this PSC. Please let me know if you need further information.

Thank you.

cc: Michelle Ruggels, Director, DPH Business Office

Attachments:

August 25, 2017, Union Notification  
August 29, 2017, email from XiuMin Li, SEIU, to Jacquie Hale, DPH  
August 29, 2017, email from Emma Gerould, SEIU, to Jacquie Hale, DPH  
October 17, 2017, meeting response from XiuMin Li, SEIU, to April Monegas, DPH  
October 16, 2017, email from XiuMin Li, SEIU, to April Monegas, DPH

## Hale, Jacquie (DPH)

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**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 3:10 PM  
**To:** Hale, Jacquie (DPH)  
**Cc:** DHR-PSCCoordinator, DHR (HRD); David Canham; Peter Masiak; Emma Gerould; Joseph Bryant; Theresa Rutherford  
**Subject:** DPH PSCs protest  
**Importance:** High

Hello Jacquie,

The Union is protesting the following DPH PSCs. Due to the # of PSCs and contracts involved and the enormity of the amounts involved, the Union will need to review them and then schedule the meeting. Also Emma Gerould won't be back on her leave until October 15, so please provide your availability for a meeting after that date.

40857-17/18  
49869-17/18  
43871 - 17/18  
48427-17/18  
45512 - 17/18  
49279 - 17/18

Thank you,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100 San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021 For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>

## Hale, Jacquie (DPH)

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**From:** Emma Gerould <Emma.Gerould@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 6:44 PM  
**To:** Hale, Jacquie (DPH)  
**Subject:** Automatic reply: DPH PSCs protest

Thank you for email. I am currently on maternity leave. Please contact Peter Masiak Peter.Masiak if you need assistance.

Best Regards,

Emma Gerould  
Filed Supervisor  
SEIU 1021

File Meeting Response

Delete Reply Reply All Forward More

Meeting Notes

EQuestions Team Email Reply & Delete To Manager Done Create New

Move Rules Actions

Assign Policy Mark Unread Categorize Tags

Tue 10/17/2017 10:17 AM

XiuMin Li <XiuMin.Li@seiu1021.org>

Accepted: Request for Information Meeting -PSC 45512 -17/18 & 49279-17/18: Mental Health Services Act Services -primary Care

To Monegas, April (DPH)

When Thursday, October 19, 2017 10:00 AM-12:00 PM (UTC-08:00) Pacific Time (US & Canada).

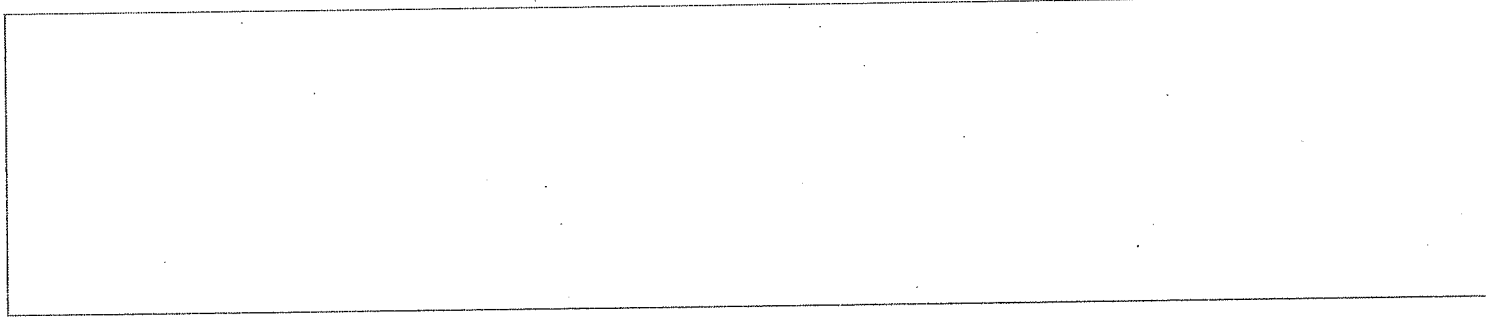
Location 1380 Howard St, 4th Fl, Room 417, San Francisco, CA 94123

Accepted Hale, Jacquie (DPH); XiuMin.Li@seiu1021.org; Momoh, Imo (DPH)

Tentative No attendees have tentatively accepted.

Declined No attendees have declined.

XiuMin Li has accepted this meeting.





**Monegas, April (DPH)**

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**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Monday, October 16, 2017 4:20 PM  
**To:** Dph-sfdphcontractsoffice  
**Cc:** Emma Gerould; David Canham  
**Subject:** DPH PSC meetings

Hello,

Emma Gerould, the Field Supervisor for the DPH team has returned today and will be the one attending the meetings you've requested.

She planned on being there however if she needs additional info or need to change things she will be in touch with you directly.

She's the contact for DPH PSCs. Please coordinate directly with her regarding any outstanding DPH PSCs we've protested.

Cheers,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021  
For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>

**Personal Services Contract Summary**  
**Department of Public Health, Behavioral Health Services**

**Mental Health Services Act, Proposition 63:**

**5800-5802 Adult and Older Adult Mental Health System of Care Act**

5801. (a) A system of care for adults and older adults with severe mental illness results in the highest benefit to the client, family and community while insuring that the public sector meets its legal responsibility and fiscal liability at the lowest possible cost; (b.) The underlying philosophy for these systems of care include the following: (7) People in local communities are the most knowledgeable regarding their particular environments, issues, service gaps and strengths, and opportunities; (9) For the majority of seriously mentally disordered adults and older adults, treatment is best provided in the client's natural setting in the community. Treatment, case management, and community support services should be designed to prevent inappropriate removal from the natural environment to more restrictive and costly placements.

**5840-5840.2 Prevention and Early Intervention Prevention Programs (Part 3.6 Mental Health Services Act, Proposition 63)**

5840. (a) The State Department of Mental Health, in coordination with counties, shall establish a program designed to prevent mental illness from becoming severe and disabling. The program shall emphasize improving timely access to services for underserved communities. (b) The program shall include the following components: (1) Outreach to families, employers, primary health care providers and others to recognize the early signs of potentially severe and disabling mental illness. (2) Access and linkage to medically necessary care provided by county mental health programs for children with severe mental illness, as defined in Section 5600.3, and for adults and seniors with severe mental illness, as defined in Section 5600.3, as early in the onset of these conditions as practicable.

5840.2 The department shall contract for the provision of services pursuant to this part with each county mental health program in the manner set forth in Section 5897.

5897. (a) Notwithstanding any other provision of state law, the State Department of Health Care Services shall implement the mental health services provided by Part 3 (commencing with Section 5800), Part 3.6 (commencing with Section 5840), and Part 4 (commencing with Section 5850) of this division through contracts with county mental health programs or counties acting jointly. A contract may be exclusive and may be awarded on a geographic basis. As used herein a county mental health program includes a city receiving funds pursuant to Section 5701.5.

**5890. Mental Health Services Fund (Mental Health Services Act, Proposition 63)**

The Mental Health Services Fund is hereby created in the State Treasury. The fund shall be administered by the state. Notwithstanding Section 13340 of the Government Code, all moneys in the fund are, except as provided in subdivision (d) of Section 5892, continuously appropriated, without regard to fiscal years, for the purpose of funding the following programs and other related activities as designated by other provisions of this division;

1. Part 3. (commencing with Section 5800), the Adult and Older Adult System of Care Act
2. Part 3.2 (commencing with Section 5830), Innovative Programs
3. Part 3.6 (commencing with Section 5840), Prevention and Early Intervention Programs
4. Part 4 (commencing with Section 5850), the Children's Mental Health Services Act

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH Dept. Code: DPH

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

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

Type of Service: Peer-to-Peer Employment and Peer Specialist Mental Health Certificate Programs

Funding Source: Mental Health Services Act PSC Duration: 5 years 1 day
PSC Amount: \$15,260,000 PSC Est. Start Date: 07/01/2015 PSC Est. End Date: 06/30/2020

1. Description of Work

A. Scope of Work:

The programs will provide specialized classroom training and employment support for over 150 consumers on an annual basis who wish to provide peer counseling services. Peers are defined as individuals with personal lived experience who are consumers of mental health services, former consumers, or family members of consumers. Peers utilize their lived experienced in peer counseling settings to benefit the wellness and recovery of the clients being served. These peers will provide peer counseling support to over 400 unduplicated clients in the mental health system. In collaboration with Behavioral Health Services (BHS) and consumers, the contractor will be responsible for the reorganization of the current peer-to-peer services and the implementation of a cohesive and collaborative peer-to-peer system. The contractor will be responsible for developing a peer-to-peer delivery system that promotes best practices, shared resources, and advancement opportunities for peers and quality-driven peer-to-peer services for behavioral health consumers. The contractor will also provide up-to-date and nationally recognized practices providing specialized curriculum in the field of peer counseling. The contractor will work in collaboration with BHS programs, the Department of Rehabilitation, other stakeholders and the broader Bay Area community.

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

The Mental Health Services Act (MHSA) requires that the input of consumers/clients/patients and their families play a significant role in the development of MHSA-funded programs, and as a result, their invaluable input has informed the development of this program. If this request is denied, peers who wish to enter the peer counseling workforce will not be able to do so, may not be able to find other employment due to their diagnoses, and their recovery may be adversely affected, which may lead to a de-compensation of their condition, placing a heavier burden both on themselves and on the mental health care system, while also denying the City an improved infrastructure in which to provide mental health treatment by utilizing peers to provide counseling support.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. The services were previously provided under 4156-09/10.

D. Will the contract(s) be renewed? Yes.

2. Union Notification: On 04/11/2015, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46266 - 14/15

DHR Analysis/Recommendation:

06/15/2015

Commission Approval Required

DHR Approved for 06/15/2015

-34 Approved by Civil Service Commission with conditions

**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 peer services to recruit, employ, train, place, support and supervise peer-to-peer staff within the Department of Public Health (DPH), BHS and community settings. The provider will also implement and evaluate the service delivery system and peer-to-peer services that are received by behavioral health consumers. (Continued on attachment)

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
Yes, to the extent that services will need to be housed in a facility (building) and utilize the equipment necessary for routine operations of the program.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

The services require technical expertise and skills to employ and train peer counselors with severe mental illness. Peers are individuals with personally lived experience of severe mental illness who are consumers of mental health services, former consumers, or family members of consumers. Severe mental illness may include diagnoses such as schizophrenia, borderline personality disorder, bipolar disorder, clinical depression or anxiety, and/or post traumatic stress disorder.

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

No. The work is intermittent as funded by the State and requires specialized knowledge and skills and expertise. As noted above, the needed services require technical expertise and skills to employ and train peer counselors with severe mental illness. (See attachment for full response)

**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.	<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 05/20/2015 BY:

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

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Behavioral Health Services - Residential

Funding Source: Medi-Cal, General Fund

PSC Duration: 5 years

PSC Amount: \$120,400,000

**1. Description of Work**

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

Contractors will provide mental health/behavioral health services in a residential setting for adults who would otherwise be a risk of hospitalization or other institutional placement as part of the City's Adult/Older Adult Systems Of Care (SOC), including services related to an urgent care center, acute diversion units, Institute for Mental Disease (IMD)-alternatives long-term mental health residential programs, older adult mental health residential programs, and mental health transitional residential treatment for mothers with young children. Approximately 21,000 San Francisco residents have serious mental illness and resulting significant functional impairments, including serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, which may co-occur with substance use disorders and significant primary care, functional impairment and quality of life issues. In partnership with civil service staff, services provided by contractors provide flexible, integrated, seamless services based on the level and type of needs of the client, and responding as clients' needs change over time.

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

Without these services, adults and older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community, when related to the untreated mental illness, leading communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

**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 4153-09/10

**D. Will the contract(s) be renewed?**

Yes, as funding is available.

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

The Department expects the need for these services to continue.

**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 have the appropriate facilities (buildings) or capacity to provide these mental health residential services, which provide an integral part of the City's System of Care for people with behavioral health treatment needs and help clients to avoid institutionalization.

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

- A. Specify required skills and/or expertise: Contractors must be Mental Health Medi-Cal and/or Medicare providers with proper licenses and service facilities, appropriately trained licensed and certified staff and facilities which comply with applicable State laws and regulations, as well as experience in providing the needed services to the identified target population(s), including working collaboratively with families, support systems, and other agencies/providers to ensure continuity and coordination of care, and with high-risk clients, using strategies to help clients discharged from hospitals and long-term care to engage with needed services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2305, Psychiatric Technician; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2574, Clinical Psychologist; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The City is not able to acquire and operate facilities needed to provide the community-based residential care services for this target population, who otherwise would be at risk of institutionalization. In addition to providing the needed appropriate facilities (buildings), mental health residential contractors are a crucial part of the mental health System Of Care and enable the system to provide more accessible, culturally competent, and flexible services to be available in order to provide the best patient care, as well as responding to funding/legislative requirements to ensure that the County utilizes "available private and private non-profit mental health resources and facilities in the county prior to developing new county-operated resources or facilities when these private and private non-profit resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new and private nonprofit resources and facilities....(and to make) optimum use...of appropriate and local public and private organizations, community professional personnel, and state agencies." (California Welfare and Institutions Code, Sections 5652.5 and 5653) (State Medi-Cal legislation)

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

The Department continues to fill the many civil service positions which work in close partnership with community-based organizations/contractors to provide the entire array of services which comprise the City's Mental Health System Of Care. Contracting for these services provides for these crucial services which offer community-based alternatives to institutionalization and allow the City to obtain more value from its civil service and community-based resources, as well as meeting the requirements of the funding/legislative requirements to ensure that the County utilizes "available private and private non-profit mental health resources and facilities in the county prior to developing new county-operated resources or facilities when these private and private non-profit resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new and private nonprofit resources and facilities....(and to make) optimum use...of appropriate and local public and private organizations, community professional personnel, and state agencies." (California Welfare and Institutions Code, Sections 5652.5 and 5653) (State Medi-Cal legislation).

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

- A. Explain why civil service classes are not applicable.  
Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are non-profit organizations, and through these collaborations the City is able to offer high quality, more accessible mental health and substance abuse treatment services to its residents. The mental health and substance abuse treatment services System Of Care relies on community-based service providers with the needed expertise--which is often specific to the target population and/or communities they service--who have the trust of and credibility in the community, as well as linkages and resources unavailable at a comparable level to the City, and they are able to operate the small, flexible, community-based programs required by State law and found to be most effective in treatment residents who are mentally ill.
- 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. Existing classifications currently serve in the positions listed in this PSC, however, demand for residential mental health services exceeds the capacity of City facilities to provide, so that City uses contractors to meet as many of the clients' needs as possible.

**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 the contracts under this PSC is to provide mental health residential services, so formal training of civil service staff is not included.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 08/12/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

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 405 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49869 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/20/2017



# **Receipt of Union Notification(s)**

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**From:** Hale, Jacquie (DPH)  
**Sent:** Saturday, August 12, 2017 6:47 PM  
**To:** DHR-PSCCoordinator, DHR (HRD); Choi, Suzanne (HRD); L21PSCReview@ifpte21.org; pkim@ifpte21.org; kgeneral@ifpte21.org; jtanner940@aol.com; david.canham@seiu1021.org; Poon, Sin Yee (HSA); 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; Basconcillo, Katherine (PUC); Ricardo.lopez@sfgov.org; peter.masiak@seiu1021.org; Sandeep.lal@seiu1021.me  
**Cc:** Girma, Mahlet (DPH)  
**Subject:** PSC 49869 - 17/18

Please note that PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 49869 - 17/18 for \$120,400,000 for Initial Request services for the period 01/01/2018 – 12/31/2022. Notification of 30 days (60 days for SEIU) is required.

This PSC may be found with the following link: <http://apps.sfgov.org/dhrdrupal/node/9961>

This email is being sent to you outside the PSC database due to technical difficulties apparently related to the PSC database software.

Jacquie Hale  
Director, Office of Contracts Management and Compliance  
San Francisco Department of Public Health Business Office  
101 Grove Street, Room 307 / San Francisco, CA 94102  
Phone: (415) 554-2609 / Fax: (415) 554-2555  
[Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)

This e-mail is not a secured data transmission for Protected Health Information (PHI) as defined by the Healthcare Portability and Accountability Act (HIPAA), and it is the responsibility of all parties involved to take all reasonable actions to protect this message from non-authorized disclosure. This e-mail is intended for the recipient only. If you receive this e-mail in error, you should notify the sender and destroy the e-mail immediately. Disclosure of the information contained herein could subject to disclosure to civil or criminal penalties under state and federal privacy laws.

# **Additional Attachment(s)**



City and County of San Francisco

# San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: October 25, 2017

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, Director, DPH Office of Contract Management and Compliance,  
DPH Business Office

RE: PSC 49869 -17/18 Behavioral Health Services - Residential

This is to request that the above Personal Services Contract be calendared for the November 20, 2017, meeting of the Civil Service Commission. SEIU has asked for information meetings regarding this PSC, to which we have responded, however, they did not attend the meeting we had scheduled. We remain willing to meet, and we need to go forward with contracts under this PSC, as they expire December 31, 2017. Below is a brief summary of our efforts meet, to date:

August 12, 2017	Notified SEIU Local 1021
August 29, 2017	SEIU requested meetings for several DPH PSCs
September 20, 2017	DPH offered to meet on September 25, 2017; SEIU proposed meeting on October 17, 2017
September 21, 2017	DPH granted SEIU's request to meet on October 17, 2017
October 17, 2017	DPH was present for meeting, SEIU did not attend

The behavioral health—mental health and substance use disorder—residential treatment services provided by the contractors under this PSC in partnership with civil service staff targets the population of over 21,000 San Franciscans with serious mental illness (serious mood, schizophrenic/psychotic, anxiety, adjustment and other mental disorders, often co-occurring with substance use disorders and need for significant primary care services) which are key to the City's behavioral health treatment system and enable the provision of flexible, integrated, seamless services that can respond to clients' needs as they change over time.

We are happy to provide further information to the Commission or to SEIU on these contracts and this PSC. Please let me know if you need further information. Thank you.

---

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~  
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555

101 Grove Street, Room 307, San Francisco, CA 94102

cc: Michelle Ruggels, Director, DPH Business Office

Attachments:

August 12, 2017, union notification

August 29, 2017, email from XiuMin Li, SEIU, to Jacquie Hale, DPH

August 29, 2017, email from Emma Gerould, SEIU, to Jacquie Hale, DPH

September 20, 2017, meeting response from XiuMin Li, SEIU, to April Monegas, DPH

September 21, 2017, DPH calendar granting SEIU's request to meet on October 17, 2017

October 16, 2017, email from XiuMin Li, SEIU, to April Monegas, DPH

## Hale, Jacquie (DPH)

---

**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 3:10 PM  
**To:** Hale, Jacquie (DPH)  
**Cc:** DHR-PSCCoordinator, DHR (HRD); David Canham; Peter Masiak; Emma Gerould; Joseph Bryant; Theresa Rutherford  
**Subject:** DPH PSCs protest  
**Importance:** High

Hello Jacquie,

The Union is protesting the following DPH PSCs. Due to the # of PSCs and contracts involved and the enormity of the amounts involved, the Union will need to review them and then schedule the meeting. Also Emma Gerould won't be back on her leave until October 15, so please provide your availability for a meeting after that date.

40857-17/18  
49869-17/18  
43871 - 17/18  
48427-17/18  
45512 - 17/18  
49279 - 17/18

Thank you,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100 San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021 For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>

**Hale, Jacquie (DPH)**

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**From:** Emma Gerould <Emma.Gerould@seiu1021.org>  
**Sent:** Tuesday, August 29, 2017 6:44 PM  
**To:** Hale, Jacquie (DPH)  
**Subject:** Automatic reply: DPH PSCs protest

Thank you for email. I am currently on maternity leave. Please contact Peter Masiak Peter.Masiak if you need assistance.

Best Regards,

Emma Gerould  
Filed Supervisor  
SEIU 1021



New Time Propos...



File

Meeting Response



Delete

Delete



Respond



Meeting Notes

Meeting...

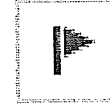


Quick Steps

Quick...



Move



Tags



Translate



Find



Relat



Selec

Editing

Wed 9/20/2017 11:53 AM

XiuMin Li <XiuMin.Li@seiu1021.org>

### New Time Proposed: PSC Request for Information Meeting

To Dph-sfdphcontractsoffice

Cc Emma Gerould; David Canham; Joseph Bryant; Theresa Rutherford

Current Monday, September 25, 2017 1:00 PM-3:00 PM (UTC-08:00) Pacific Time

Proposed Tuesday, October 17, 2017 4:00 PM-5:00 PM (UTC-08:00) Pacific Time (US

Location 1380 Howard, 5th Floor, Rm 515

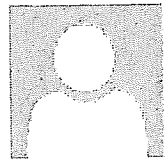
**i** We couldn't find this meeting in the calendar. It may have been moved or deleted. XiuMin Li has declined and proposed a new time for this meeting.



Request for Information Meeting -PSC for Behavioral Health Services, Outpatient & Residenti...

File Meeting Tell me what you want to do...

Delete Respond Meeting Notes Calendar Quick Steps Move Move Rules Assign Policy Mark Unread Categorize Follow Up Translate Edit



Thu 9/21/2017 12:32 PM

Dph-sfdphcontractsoffice

*Request for Information Meeting -PSC for Behavioral Health Services, Outpatient & Resi*

Required

Batongbacal, Edwin (DPH); Hale, Jacquie (DPH); 'XiuMin.Li@seiu1021.org'

Optional

Ruggels, Michelle (DPH); DHR-PSCCoordinator, DHR (HRD); 'david.canham@seiu1021.org'; 'peter.masiak@seiu1021.org'; 'En Joseph.Bryant@seiu1021.org'; 'Theresa.Rutherford@seiu1021.org'

When ~~Tuesday, October 17, 2017 4:00 PM-5:00 PM,~~  
~~Monday, September 25, 2017 1:00 PM-2:00 PM~~

Location 1380 Howard St., 4th Fl, Rm 417, San Francisco, CA 94103, ~~1380 Howard~~

Meeting to discuss PSC as requested by SEIU on the following BHS programs.

Program Mgr.	PSC No.	PSC Title (services)	Target CSC Meeting Date	Date request period starts	Date Request Period Ends
Edwin Batongbacal	40857 - 17/18	Behavioral Health Services - Outpatient	11/6/2017	1/1/2018	12/31/2022
Edwin Batongbacal	49869 - 17/18	Behavioral Health Services - Residential	11/6/2017	1/1/2018	12/31/2022

**APRIL MONEGAS**  
 Contract Analyst  
 Office of Contract Management and Compliance  
 San Francisco Department of Public Health  
 1380 Howard St., 4<sup>th</sup> Flr., 420C  
 San Francisco, CA 94103  
 Tel: 415-255-3636  
 April.Monegas@sfdph.org

## **Monegas, April (DPH)**

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**From:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Sent:** Monday, October 16, 2017 4:20 PM  
**To:** Dph-sfdphcontractsoffice  
**Cc:** Emma Gerould; David Canham  
**Subject:** DPH PSC meetings

Hello,

Emma Gerould, the Field Supervisor for the DPH team has returned today and will be the one attending the meetings you've requested.

She planned on being there however if she needs additional info or need to change things she will be in touch with you directly.

She's the contact for DPH PSCs. Please coordinate directly with her regarding any outstanding DPH PSCs we've protested.

Cheers,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4153 09/10)

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

Type of Service: Mental Health Residential Services

Funding Source: Realignment Medi-Cal Gen funds

PSC Original Approved Amount: \$112,083,205

PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)

PSC Mod#1 Amount: \$108,781,000

PSC Mod#1 Duration: 07/01/15-12/31/17 (2 years 26 weeks)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$220,864,205

PSC Cumulative Duration Proposed: 7 years 26 weeks

1. Description of Work

A. Scope of Work:

Contractor will provide service to adult clients living in a residential setting who otherwise would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program. The contractor will provide crisis residential programs, transitional residential treatment programs, Institute for Mental Disease (IMD) alternative programs, and an Urgent Care Center consisting of a crisis stabilization/urgent care clinic with an attached short-term crisis residential program. Institute for Mental Disease alternative programs target adults returning from long-term care settings back to the community or who are at risk for institutional placement due to the severity of their psychiatric disorder.

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

Without these services, older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community, when related to the untreated mental illness, leading communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

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, please see attached.

D. Will the contract(s) be renewed? Yes, if funding is available.

2. Union Notification: On 08/22/15, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; Prof & Tech Eng, Local 21; Management & Superv Local 21;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4153 09/10

DHR Analysis/Recommendation:

02/01/2016

Commission Approval Required

Approved by Civil Service Commission with condi

DHR Approved for 02/01/2016

-363- 02/01/2016

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

A. Specify required skills and/or expertise:

The contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

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

2589,2822,2110,2305,2552,2574,2910,2930,2706,2908,,2920,2935,2591,2593,

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

Yes, contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health and substance abuse treatment services to its residents.  
(see attachment)

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

No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

**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  
The purpose of the contracts under this PSC is to provide mental health re
- 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? See attachment  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? Baker Places, Conard House, Hospitality House, Progress Fdn  YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 08/22/15 BY:

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

Address: 101 Grove Street, Room 307 San Francisco, CA 94102