

File No. 180564

Committee Item No. 16

Board Item No. 45

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 20, 2018

Board of Supervisors Meeting:

Date: June 26, 2018

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER

- |                                     |                                     |                                    |
|-------------------------------------|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Board Resolution No. 159-13</u> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____                              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____                              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____                              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____                              |

Prepared by: John Carroll

Date: June 15, 2018

Prepared by: John Carroll

Date: June 22, 2018

1 [Renewal Agreement - Data Center Space and Services - 3101 Gold Center Drive, Rancho  
2 Cordova, California - \$756,840 Annual Base Rent - Not to Exceed \$2,385,938.10]

3 **Resolution authorizing a renewal agreement for the use of space and communication**  
4 **services within an existing data center located at 3101 Gold Center Drive, Rancho**  
5 **Cordova, California from the State of California Technology Agency, Office of**  
6 **Technology Services, for a three-year term, commencing July 1, 2018, through**  
7 **June 30, 2021, at a monthly base rate of \$62,720 for a total annual rate of \$756,840 in an**  
8 **amount not exceed \$2,385,938.10.**

9  
10 WHEREAS, Critical business systems of the City and County of San Francisco should  
11 have redundant recovery systems and facilities to be used in the event primary data centers  
12 become non-functional due to a natural disaster, criminal activity, or other emergency; and

13 WHEREAS, The Department of Technology has adopted and implemented a policy  
14 that calls for the development of a comprehensive information technology Disaster Recover  
15 ("DR") plan that involves not only placing business critical infrastructure at 200 Paul Street in  
16 San Francisco, but also designating a DR hot site at an appropriate out of area location so  
17 that such business critical operations of the City may continue until normal business  
18 operations resume and the selected out of area site is 3101 Gold Center Drive in Rancho  
19 Cordova (the "Facility"); and

20 WHEREAS, The Facility provides the City with an ability to replicate City data on a  
21 regularly scheduled basis, is accessible by the City, is in a secure and stable environment,  
22 provides an opportunity for monthly, quarterly and semi-annual tests to ensure full  
23 functionality, and is reasonably priced; and

24 WHEREAS, The State of California, through its Department of Technology (the  
25 "State"), has maintained this robust disaster recovery facility at a reasonable cost to other

1 agencies desirous of securing off-site critical data redundancy in a secure and stable  
2 environment; and

3 WHEREAS, The City and County of San Francisco has found the Facility meets our  
4 DR objectives to recover as quickly and effectively as possible from an unforeseen disaster or  
5 emergency which interrupts information systems and business operations; and

6 WHEREAS, A Renewal Agreement with the State has been negotiated by the Director  
7 of Property, in consultation with the City's Department of Technology, which is on file with the  
8 Clerk of the Board of Supervisors under File No. 180564 (the "Agreement"); and

9 WHEREAS, The Agreement has a term of three years, from July 1, 2018, to  
10 June 30, 2021; and

11 WHEREAS, The base monthly rental cost is pursuant to a rate structure published by  
12 the State, which results in a full service rate of \$62,720.00 per month to meet the needs of the  
13 City and County of San Francisco, with an additional annual installation expense of \$4,200.00  
14 for necessary electrical circuits; and

15 WHEREAS, The Director of Property has determined that the proposed lease rates are  
16 reasonable and represent fair market rent for the Facility, given the services provided; now,  
17 therefore, be it

18 RESOLVED, That the Board of Supervisors, in accordance with the recommendations  
19 of the Director of Property and Director of Department of Technology, hereby approves the  
20 Agreement, in substantially the form presented to this Board, and authorizes City staff to take  
21 all actions necessary to occupy the Facility consistent with the Agreement; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
23 Property, in consultation with the City Attorney and Director of the Department of Technology,  
24 to enter into any additions, amendments, extensions, or other modifications to the Agreement  
25 that the Director of Property determines are in the best interests of the City, do not materially

1 decrease the benefits to the City, and are in compliance with all applicable laws, including the  
2 City's Charter, and may result in a fiscal impact due to either adjusted rate schedules as  
3 posted by the State, or expanded use of the Facility by City; and, be it

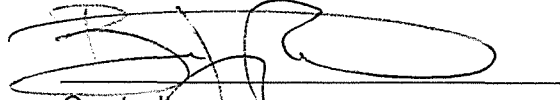
4 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged,  
5 in the name and on behalf of the City and County, to take any and all steps (including, but not  
6 limited to, the execution and delivery of any and all certificates, agreements, notices,  
7 consents, and other instruments or documents) as the Director of Property deems necessary  
8 or appropriate in order to consummate the Agreement, or to otherwise effectuate the purpose  
9 and intent of this Resolution, such determination to be conclusively evidenced by the  
10 execution and delivery by the Director of Property of any such documents; and, be it

11 FURTHER RESOLVED, That the City shall occupy the Facility for the full term of the  
12 Agreement unless funds for the rental payments are not appropriated in any subsequent fiscal  
13 year at which time the City may terminate the Agreement with advance notice to State; and,  
14 be it

15 FURTHER RESOLVED, That said Agreement shall be subject to certification as to  
16 funds by the Controller, pursuant to Charter, Section 6.302; and, be it

17 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City  
18 with respect to the Agreement, or authorized and directed by this Resolution, are hereby  
19 ratified, approved, and confirmed by this Board of Supervisors.  
20  
21  
22  
23  
24  
25

\$756,840.00 available  
Fund: 28070  
Dept: 207929  
Authority: 17582  
Project: 10024777  
Activity: 0001  
Account: 530000




Controller  
Subject to the enactment of the Annual  
Appropriation Ordinance for Fiscal Year  
2018/2019.

RECOMMENDED:



John Updike  
Director of Property

RECOMMENDED:



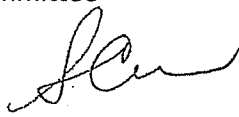
Linda Gerull  
Director  
Department of Technology

**CITY AND COUNTY OF SAN FRANCISCO**  
**BOARD OF SUPERVISORS**  
**BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292  
 FAX (415) 252-0461

June 15, 2018

**TO:** Government Audit and Oversight Committee

**FROM:** Budget and Legislative Analyst 

**SUBJECT:** June 20, 2018 Government Audit and Oversight Committee Meeting

**TABLE OF CONTENTS**

Item	File	Page
1, 2, 3, 4, 5 & 6	18-0529 Grant Agreement - Arendt House, L.P. - Local Operating Subsidy Program Contract - Zygmunt Arendt House, 850 Broderick Street - Not to Exceed \$11,787,548	
	18-0530 Grant Agreement - Parkview Terrace Partners. L.P. - Local Operating Subsidy Program Contract - Parkview Terraces, 871 Turk Street - Not to Exceed \$4,580,619	
	18-0531 Grant Agreement - 455 Fell, L.P. - Local Operating Subsidy Program Contract - 455 Fell Street - Not to Exceed \$10,077,324	
	18-0532 Grant Agreement - Mercy Housing California XIV, L.P. - Local Operating Subsidy Program Contract - 10th & Mission Family Housing, 1390 Mission Street - Not to Exceed \$9,741,171	
	18-0533 Grant Agreement - The Salvation Army Turk Street, L.P. - Local Operating Subsidy Program Contract - Railton Place, 242 Turk Street - Not to Exceed \$5,561,543	
	18-0536 Grant Agreement - Housing Services Affiliate of the Bernal Heights Neighborhood Center - Local Operating Subsidy Program Contract - Monterey Boulevard Apartments, 403 Monterey Street - Not to Exceed \$1,662,342.....	1
7	18-0380 Contract Agreement - Conduent, Inc. - Citation and Permit Processing Services - Not to Exceed \$77,200,000 .....	13

8        18-0562    Contract Amendment - New Flyer of America Inc. - Purchase of  
Low Floor Diesel-Hybrid Buses - Not to Exceed \$428,654,904..... 17

9        18-0603    Contract Amendment No. 6 - HNTB-B&C JV - Central Subway  
Project - Not to Exceed \$34,930,020 ..... 22

10       18-0604    Contract Amendments - Central Subway Design Group -  
Central Subway Project - Not to Exceed \$47,900,606..... 29

11       18-0495    Professional Services Agreement - Arcadis U.S., Inc. -  
Construction Management Staff Augmentation Services for  
the Biosolids Digester Facilities Project - Not to Exceed  
\$42,000,000 ..... 36

12       18-0496    Memorandum of Agreement Modification - United States  
Department of the Interior, National Park Service - Not to  
Exceed \$27,004,364..... 41

13       18-0548    Contract Amendment - Tides Center - Supportive Housing  
Property Management Services - Department of  
Homelessness and Supportive Housing - Not to Exceed  
\$47,734,035 ..... 45

15       18-0477    Lease Amendment - 617 Mission Street - MacLean Properties  
LLC and Conner Children’s Trust No. 2 - Child Support Services  
- \$1,903,887.96 Initial Annual Rent ..... 50

16       18-0564    Renewal Agreement - Data Center Space and Services - 3101  
Gold Center Drive, Rancho Cordova, California - \$756,840  
Annual Base Rent - Not to Exceed \$2,385,938.10 ..... 54

17       18-0416    Contract Agreement - Crestwood Behavioral Health - Long-  
Term Mental Health Services - Not to Exceed \$77,280,000..... 59

22       17-0205    Administrative Code - Citywide Project Labor Agreement for  
Public Work or Improvement Projects ..... 63

<p><b>Item 16</b> <b>File 18-0564</b></p>	<p><b>Departments</b> Technology Real Estate</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution authorizes a renewal agreement between the City and the State of California Technology Agency, Office of Technology Services, for the use of space and communication services within a State data center for a three-year term, from July 2018 through June 2021, for a total amount over the three-year term of \$2,385,938. The renewal agreement (a) increases the number of data cabinets available from up to 20 to up to 30, in order to store additional data as City departments consolidate backup data at the Rancho Cordova location and as departments incorporate offsite data storage and recovery into their continuity of operations plans, and (b) adds in a gateway to consolidate departments' cloud provider connections, which will allow the Department of Technology to more easily manage and secure departments' connections to cloud providers.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The City has an existing agreement with the State of California Technology Agency, in which the State provides data center services outside of the City to back up and allow for the recovery of the City's information technology systems and data. The existing agreement began in 2013 and expires in June 2018.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The annual total for the first year under the proposed agreement is \$756,840. The second and third year totals increase annually by 5 percent, for a total three-year maximum under the agreement of \$2,385,938.</li> <li>• The proposed agreement increases the annual total cost by \$289,392, or 62 percent, from the annual total cost under the existing agreement of \$467,448, due largely to the increase in cabinets from up to 20 cabinets to up to 30 cabinets.</li> <li>• Costs incurred under the proposed renewed agreement will be allocated first to individual Departments for specific systems backups that are currently in place. The cost balance will then be allocated to all City departments based on each department's relative share of Citywide full-time equivalent (FTE) positions.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	



**MANDATE STATEMENT**

City Administrative Code 23.27 states that any lease with a term of one year or longer or with rent of \$5,000 or more and where the City is the tenant is subject to Board of Supervisors approval.

**BACKGROUND**

In May 2013, the Board of Supervisors approved an agreement between the City and the State of California Technology Agency, Office of Technology Services for disaster recovery services (File 13-0378). Under the terms of the agreement, the State provided data center service outside of the City to back up and, in the event of a natural or human-made disaster, allow for the recovery of City information technology systems and data. The agreement was for two years between July 1, 2013 and June 30, 2015, with two two-year options to extend, for space and communication services at a co-location data facility located at 3101 Gold Center Drive, Rancho Cordova, California. The maximum amount of the agreement was \$130,474 per year, plus applicable one-time costs and power costs, for a total maximum of \$265,891 over the two years. The initial agreement provided for six dedicated data cabinets and communication services at the facility.

In 2015, the City extended the agreement for a three-year term through June 30, 2018. At the time of extension the City increased the number of data cabinets from six to up to 20.<sup>1</sup> According to Mr. Fazulul Haque Sheik of the Department of Technology, the increase in data cabinets was for two reasons:

1. The Department of Technology is working with other City departments to consolidate departments' data systems into shared data centers, including the Rancho Cordova site, requiring additional data cabinet storage. Consolidation of multiple departments' data systems in a shared data center offers cost savings and provides increased systems security.
2. The Department of Technology and the Department of Emergency Management are assisting other City departments with technology disaster recovery and continuity of operations plans<sup>2</sup> to ensure continuity of operations in the event of a disaster. The Department of Technology has uncovered a lack of system and data redundancy needed for continuity of operations, and therefore the Department is also assisting

---

<sup>1</sup> According to the Budget and Legislative Analyst's report to the May 15, 2013 Budget and Finance Committee, the lease between the City and the State of California allowed for the Director of the City's Real Estate Division to (a) extend the lease for two two-year extensions through June 30, 2019 at the rent established by State regulations, and (b) add equipment and services to the lease for an amount up to \$5,000 per month (\$60,000 per year), subject to Board of Supervisors appropriation approval.

<sup>2</sup> A continuity of operations plan outlines a department's process for maintaining its essential operations, organizational functions, personnel, systems, and records when interrupted by a disaster. In 2016, the Committee on Information Technology passed a Citywide policy requiring each department to develop a continuity of operations plan for its technology systems.

with the engineering and construction of backup and disaster recovery sites, including the Rancho Cordova site, which requires additional data cabinets for storage.

The maximum amount under the three-year extension was \$467,448 per year in the initial year, increasing by 5 percent each year, for a three-year maximum of \$1,473,630. Under the terms of the agreement, the City pays only for the data cabinets that are used, and the City currently uses 18 of the 20 available data cabinets. As of May 2018, \$990,266 has been expended and \$372,436 has been encumbered under the three-year extension.

According to Mr. Sheik, costs incurred under the existing agreement are first allocated to individual departments for specific systems backups that are currently in place. The cost balance is then allocated to all City departments, including the San Francisco Public Utilities Commission and Port, based on each department’s relative share of Citywide full-time equivalent (FTE) positions.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution authorizes a renewal agreement between the City and the State of California Technology Agency, Office of Technology Services, for the use of space and communication services within a State data center for a three-year term, from July 2018 through June 2021, for a total amount over the three-year term of \$2,385,938. The renewal agreement (a) increases the number of data cabinets available from up to 20 to up to 30, in order to store additional data as City departments consolidate backup data at the Rancho Cordova location and as departments incorporate offsite data storage and recovery into their continuity of operations plans, and (b) adds in a gateway to consolidate departments’ cloud provider connections, which will allow the Department of Technology to more easily manage and secure departments’ connections to cloud providers.

As under the existing agreement, the City will pay only for the data cabinets it uses under the proposed renewal agreement.

**FISCAL IMPACT**

The annual total for the first year under the proposed agreement is \$756,840. The second and third year totals increase annually by 5 percent, for a total three-year maximum under the agreement of \$2,385,938, as shown in Table 1 below. The rates charged under the proposed agreement are established by the State in the California Department of Technology Rate Schedule (version 34, effective October 1, 2017) and are not negotiated.

**Table 1: Annual Rates under Proposed Agreement**

Year 1 total	\$756,840
Year 2 total (year 1 plus 5%)	\$794,682
Year 3 total (year 2 plus 5%)	\$834,416
<b>3-year total</b>	<b>\$2,385,938</b>

The proposed agreement increases the annual total cost by \$289,392, or 62 percent, from the annual total cost under the existing agreement of \$467,448, due largely to the increase in

cabinets from up to 20 cabinets to up to 30 cabinets. As shown in Table 2 below, \$216,312 of the increase is due to the additional data cabinets that will be available to the City and associated power costs, and \$99,480 is due to the additional equipment and services related to the addition of the gateway to consolidate cloud provider connections. The additional charges are offset by a reduction of \$26,400 in network installation costs not proposed under the renewed agreement.

**Table 2: Changes to Services under Proposed Agreement**

	2015-2018 Agreement			Proposed Agreement			Change
	Annual unit price	Units	Total	Annual unit price	Units	Total	
Data cabinets	\$20,508	20	\$410,160	\$20,508	30	\$615,240	
Power exceeding 3.5 kW	1,404	22	30,888	1,404	30	42,120	
<b>Subtotal, cabinets and power</b>			<b>441,048</b>			<b>657,360</b>	<b>\$216,312</b>
Cable installation	-	-	-	1,050	4	4,200	
Connectivity	-	-	-	30,000	2	60,000	
Cloud provider	-	-	-	35,280	1	35,280	
<b>Subtotal, cloud provider gateway</b>						<b>99,480</b>	<b>99,480</b>
Network installation	1,320	20	26,400	-	-	-	(26,400)
<b>Total, annual base amount</b>			<b>\$467,448</b>			<b>\$756,840</b>	<b>\$289,392</b>

#### **Additional data cabinets**

According to Mr. Sheik, the increase of up to 30 data cabinets is proposed according to the Department's estimate of the total data storage that will be needed as City departments continue to consolidate their data systems into the shared Rancho Cordova site and as departments develop and incorporate offsite data storage and backup as part of recovery and continuity of operations plans.

#### **Cloud provider gateway**

According to Mr. Sheik, when a department wishes to use a cloud provider, the department must work with the Department of Technology to establish a unique connection with a cloud provider that must be individually secured and managed. The cloud provider gateway added under the proposed new agreement will consolidate the connects to cloud providers, making it easier for the Department of Technology to manage and secure departments' connections, and also allow departments to have a choice of cloud providers and easily change providers as needed.

#### **Allocation of costs**

As under the current agreement, costs incurred under the proposed renewed agreement will be allocated first to individual Departments for specific systems backups that are currently in place. The cost balance will then be allocated to all City departments based on each department's relative share of Citywide full-time equivalent (FTE) positions. According to Mr. Sheik, as departments assign specific workloads to be backed up at the Rancho Cordova site,

more of the cost allocation will be based on usage charges and less on a Department's share of Citywide FTE positions.

According to Mr. Leo Levenson of the Department of Technology, the cost of the proposed renewal agreement has been included in the Department's proposed FY 2018-19 and FY 2019-20 budgets and is supported by sufficient work order recoveries budgeted in other City departments for FY 2018-19 and FY 2019-20.

### **RECOMMENDATION**

Approve the proposed resolution.

California Department of Technology  
Administration Division  
P.O. Box 1810  
Rancho Cordova, CA 95741-1810



Date: May 2, 2018

**SUBJECT: 2017/2018 AGREEMENT PACKAGE FOR NON-STATE CUSTOMERS**

The California Department of Technology 2017/2018 Agreement package is available for your completion and signature. All renewals are due sixty (60) calendar days prior to the expiration date in order to execute in a timely manner.

Annual agreements are normally established on a fiscal year basis (July 1 – June 30); however, they may cover any time period. To streamline paperwork, the California Department of Technology encourages multiple year Agreements. The expiration date on all approved Agreement Packages may be extended by submitting an amendment in advance of the expiration date.

**The Department of General Services State Contracting Manual, Volume 3, Chapter 8.3.3, requires purchase documents to be signed by a county, city, district, or other local public body must be accompanied by a resolution, order, motion, or ordinance for the purchase document. Please ensure a copy of such documentation is submitted with your completed Agreement Package. Lack of such documentation will result in a delay of execution.**

Please complete two (2) Agreement Packages with original signatures no later than 60 calendar days prior to the expiration date, and return to the IAA Processing Analyst at:

California Department of Technology  
Acquisition and IT Program Management Branch  
Attention: IAA Processing Analyst (MS Y-18)  
P.O. Box 1810  
Rancho Cordova, CA 95741-1810

Once the Agreement Package is fully executed, one (1) original copy will be returned to the attention of the designated Contract Analyst listed in Exhibit C.

If you have any questions regarding the Agreement Package, please contact the California Department of Technology IAA Processing Analyst at (916) 431-5089, by email at [iaaprocessinganalyst@state.ca.gov](mailto:iaaprocessinganalyst@state.ca.gov), or to be redirected to the Contract Manager, clerical staff at (916) 431-5397. If you have any other questions regarding services, costs, rates, etc., please contact your Customer Representative.

J. HERRERA, Branch Chief  
Acquisition and IT Program Management

Enclosures

## **AGREEMENT INSTRUCTIONS**

These instructions apply to agreements submitted by customers for services beginning on or after July 1, 2017.

### **STANDARD 213 IT - STANDARD AGREEMENT FOR I.T. GOODS/SERVICES ONLY**

1. The Standard 213 IT is the cover page for the Agreement Package to which the exhibits are attached.
2. Sections titled "NON-STATE AGENCY NUMBER" and "CONTRACT NUMBER," are provided for identifying purposes that pertains to the Agreement.
3. The term date is normally established by fiscal year (July 1 – June 30), however, a multi-year Agreement is encouraged.
4. The encumbrance amount of your Agreement will be estimated based upon the California Department of Technology's current rate schedule, which can be viewed at: <https://cdt.ca.gov/services/rates/>

### **EXHIBIT A – STATEMENT OF WORK**

### **EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS**

1. The California Department of Technology will render invoices monthly in arrears and the Customer agrees to pay monthly upon receipt of invoice.

### **EXHIBIT B-1 – COST WORKSHEET**

### **EXHIBIT C – CUSTOMER COMPLETION FORM**

1. Contact information must be provided to the California Department of Technology for recordkeeping purposes.
2. The completion of Operational Recovery Inquiry is critical information to the California Department of Technology for planning and meeting customer demand/requirements for these essential services.

### **EXHIBIT D – DEPARTMENT OF TECHNOLOGY SERVICE CATALOG GENERAL PROVISIONS**

### **EXHIBIT E – SPECIAL CONDITIONS**

### **EXHIBIT F – PUBLIC LIABILITY LETTER**

**STANDARD AGREEMENT**

**FOR I.T. GOODS/SERVICES ONLY**

**NON-STATE AGENCY**

NON-STATE AGENCY NUMBER
CONTRACTOR NUMBER
<b>18-11780</b>

1. This Agreement is entered into between the Non-State Agency and the Contractor named below  

NON-STATE AGENCY NAME <b>CITY AND COUNTY OF SAN FRANCISCO</b>	(hereafter called Customer or City)
CONTRACTOR'S NAME <b>CALIFORNIA DEPARTMENT OF TECHNOLOGY</b>	(hereafter called Contractor or State)
2. The term of this Agreement is: July 1, 2018 through June 30, 2021
3. The maximum amount \$ 2,385,938.10  
of this Agreement is: Two million, three hundred eighty five thousand, nine hundred thirty eight dollars and ten cents
4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Exhibit A – Statement of Work	1 page
Exhibit B - Budget Detail and Payment Provisions	2 pages
Exhibit B-1 - Cost Worksheet	1 page
Exhibit C – Customer Completion Form	1 page
Exhibit D – Special Conditions	7 pages
Exhibit E – Department of Technology Service Catalog General Provisions	4 pages
Exhibit F – Public Liability Letter	1 page

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>	
<b>CALIFORNIA DEPARTMENT OF TECHNOLOGY</b>	
BY <i>(Authorized Signature)</i> 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
<b>Marisa Duarte-Lott, Manager</b>	
ADDRESS	
<b>P.O. Box 1810, Rancho Cordova, CA 95741-1810</b>	
<b>NON-STATE AGENCY</b>	
NON-STATE AGENCY NAME	
<b>City and County of San Francisco, a municipal corporation</b>	
BY <i>(Authorized Signature)</i> 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
<b>John Updike, Director of Property</b>	
ADDRESS	
<b>25 Van Ness Ave., #400, San Francisco, CA 94102</b>	

**Agreements are exempt from DGS approval per Delegation CDT-7502**

**STATEMENT OF WORK**

1. This Agreement is entered into by and between City and County of San Francisco (hereinafter referred to as the "Customer") and the State of California (hereinafter referred to as the "California Department of Technology" or the "Department, or Contractor") for the Customer to obtain information technology services, materials, or equipment. This Agreement shall represent the cost of ongoing services provided to the Customer by the Department along with the cost of projected new services to be requested through the Service Request (SR) process. This Agreement shall be augmented through the Department's SR process with any resulting mutually agreed upon contractual terms becoming a part of this Agreement, as if fully set forth herein. This Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) section 8752-8752.1 and section 3.03 of the State Contracting Manual.



STATEMENT OF WORK

1. This Agreement is entered into by and between City and County of San Francisco (hereinafter referred to as the "Customer") and the State of California (hereinafter referred to as the "California Department of Technology" or the "Department, or Contractor") for the Customer to obtain information technology services, materials, or equipment. This Agreement shall represent the cost of ongoing services provided to the Customer by the Department along with the cost of projected new services to be requested through the Service Request (SR) process. This Agreement shall be augmented through the Department's SR process with any resulting mutually agreed upon contractual terms becoming a part of this Agreement, as if fully set forth herein. This Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) section 8752-8752.1 and section 3.03 of the State Contracting Manual.

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_

  
Charles Sullivan, Deputy City Attorney

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. GENERAL CUSTOMER OBLIGATIONS**

- A. Return completed Agreement Renewal Package to the Department of Technology (Contractor) no later than 60 calendar days prior to the expiration date. In the event a Customer does not return a completed Agreement Renewal Package during the required time frame, the Department of Technology will escalate the matter with the Customer. Any costs incurred by the Department of Technology on behalf of the Customer after the expiration date will be billed to the Customer with full payment due within 30 calendar days.
- B. The Customer must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. The Customer must submit a Service Request through Remedy to notify Department of Technology of the intent to terminate services. The targeted completion date noted on the Service Request must allow reasonable time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Account Lead.
- C. Customers are required to submit payments for services billed at the specified rates. Payment must be received within 90 calendar days of receipt of invoice. After 90 calendar days, the Department of Technology will escalate payment issues with the Customer. Use of services and goods provided by the Department of Technology to the Customer constitutes an obligation, which must be paid.
- D. In the event the Customer utilizes, requires, accepts or requests services that exceed the amount authorized by this Agreement, the Customer is responsible for all charges incurred and agrees that either party, with the written consent of the other party, may amend this Agreement, in writing, to provide payment to the Department of Technology to the extent services have been provided. Such payment for services incurred beyond the amount authorized by this Agreement shall be made payable on or before the agreement expiration date. If, after the conclusion of the subject agreement period, it is determined that monies above and beyond that which was authorized by this Agreement are owed to the Department of Technology for services received by the Customer, either party, with the written consent of the other party, may amend the Agreement, in writing, with the Customer agreeing to pay the outstanding amount in full, no later than 60 calendar days from discovery of the outstanding payment due.

**2. INVOICING**

- A. The Customer agrees to compensate the Department of Technology for services billed in accordance with the rates specified herein. Customer can access invoices from CalTABS.
- B. Invoices shall include the Agreement Number (as requested) and shall be submitted in duplicate not more frequently than monthly in arrears to the billing address identified in Exhibit C.
- C. Invoices are published monthly in arrears via the CalTABS system. To learn more about CalTABS, please visit: <https://cdt.ca.gov/caltabs/>. To obtain a user ID, please contact [ciobilling@state.ca.gov](mailto:ciobilling@state.ca.gov).
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Department of Technology. The Customer will not compensate Department of Technology for any costs incurred for invoice preparation. The Customer may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The Customer reserves the right to request additional supporting documentation to substantiate costs at any time. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any Customer office or department, and approve demands before they are drawn on the Treasury.

**3. PAYMENT TERMS**

- A. Costs for this Agreement shall be computed in accordance with SAM sections 8752 and 8752.1.
- B. The cost of subscribing to the Department of Technology's IT services is based upon the published Billing Rate Schedule, which is subject to change upon 30 calendar days' prior written notice. The rates billed under this Agreement, however, may not increase more than 5% per fiscal year (July 1 – June 30) during the term of this Agreement. These rates may be viewed on the Department of Technology's web site at: <https://cdt.ca.gov/services/rates/>
- C. Customer agrees to pay the Department of Technology monthly upon receipt of invoice. The Department of Technology will issue monthly invoice in arrears to the Customer.

**4. CUSTOMER RESPONSIBILITY**

It will be the responsibility of the Customer to notify the Department of Technology in writing within seven (7) State business days after Customers receipt/installation of goods, procured by the Department of Technology in relation to the services provided herein (i.e., equipment, telecommunications lines, and software products). Such notification shall be sent to:

Department of Technology  
Warehouse Receiving at: [warehouseceiving@state.ca.gov](mailto:warehouseceiving@state.ca.gov)

**BUDGET DETAIL AND PAYMENT PROVISIONS**

Service Category	Service Code	Service Code Description	Rate	Quantity	Unit	Extended per month	End of Year
<i>Year 1</i>							
F100	F114	Basic Tenant Managed Services Cabinet Gold Camp	\$1,709.00	30	Cabinets	\$51,270.00	\$615,240.00
	F116	Power Exceeding 3.5 kW	\$117.00	30	kW/Month	\$3,510.00	\$42,120.00
N600	N607	TMS -Foreign Cable Install	\$350.00	4	One-Time/Install	As needed	\$4,200.00
N700	N747	1000 Mbps Foreign/TMS Basic Connectivity	\$2,500.00	2	Circuit	\$5,000.00	\$60,000.00
N100	N118	Cloud Provider Dedicated Direct Connect up to 1000Mbps	\$2,940.00	1	Circuit	\$2,940.00	\$35,280.00
						\$62,720.00	\$756,840.00
<i>Year 2</i>							
F100	F114	Basic Tenant Managed Services Cabinet Gold Camp	\$1,709.00	30	Cabinets	\$51,270.00	\$615,240.00
	F116	Power Exceeding 3.5 kW	\$117.00	30	kW/Month	\$3,510.00	\$42,120.00
N600	N607	TMS -Foreign Cable Install	\$350.00	4	One-Time/Install	As needed	\$4,200.00
N700	N747	1000 Mbps Foreign/TMS Basic Connectivity	\$2,500.00	2	Circuit	\$5,000.00	\$60,000.00
N100	N118	Cloud Provider Dedicated Direct Connect up to 1000Mbps	\$2,940.00	1	Circuit	\$2,940.00	\$35,280.00
						\$62,720.00	\$756,840.00
<i>Year 2</i>							
F100	F114	Basic Tenant Managed Services Cabinet Gold Camp	\$1,709.00	30	Cabinets	\$51,270.00	\$615,240.00
	F116	Power Exceeding 3.5 kW	\$117.00	30	kW/Month	\$3,510.00	\$42,120.00
N600	N607	TMS -Foreign Cable Install	\$350.00	4	One-Time/Install	As needed	\$4,200.00
N700	N747	1000 Mbps Foreign/TMS Basic Connectivity	\$2,500.00	2	Circuit	\$5,000.00	\$60,000.00
N100	N118	Cloud Provider Dedicated Direct Connect up to 1000Mbps	\$2,940.00	1	Circuit	\$2,940.00	\$35,280.00
						\$62,720.00	\$756,840.00
							Year 1 Total
							\$756,840.00
							Year 2 Total (plus 5%)
							\$794,682.00
							Year 3 Total (plus 5%)
							\$834,416.10
							3 Year IAA Total
							<u>\$2,385,938.10</u>

California Department of Technology  
Administration Division  
P.O. Box 1810  
Rancho Cordova, CA 95741-1810



**CUSTOMER COMPLETION FORM**

**DEPARTMENT OF TECHNOLOGY:**

<b>CONTRACT ADMINISTRATOR:</b>	<b>CUSTOMER ACCOUNT LEAD:</b>
IAA PROCESSING ANALYST ACQUISITION AND IT PROGRAM MANAGEMENT BRANCH	OFFICE OF CUSTOMER ENGAGEMENT
P.O. BOX 1810, MS Y-18 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 431-5089 FAX (916) 463-9914 EMAIL: <a href="mailto:iaaprocessinganalyst@state.ca.gov">iaaprocessinganalyst@state.ca.gov</a>	PHONE: (916) 431-5454 FAX (916) 454-7273

**CUSTOMER:**

<b>CONTRACT ANALYST:</b>	<b>BILLING CONTACT:</b>
Department of Technology Asset Manager Attn: Fazululhaque Sheik	Department of Technology Accounting Manager Attn: Maria Soledad
<b>ADDRESS:</b> 1 South Van Ness Ave., 2 <sup>nd</sup> Floor San Francisco, CA 94102	<b>ADDRESS:</b> 1 South Van Ness Ave., 2 <sup>nd</sup> Floor San Francisco, CA 94102
PHONE: (415) 581-4000 FAX EMAIL: <a href="mailto:Fazululhaque.Sheik@sfgov.org">Fazululhaque.Sheik@sfgov.org</a>	PHONE: (415) 581-4000 FAX : EMAIL : <a href="mailto:leo.levenson@sfgov.org">leo.levenson@sfgov.org</a>
<b>CONTRACT ADMINISTRATOR</b>	<b>TECHNICAL CONTACT:</b>
Executive Director, Department of Technology Attn: Linda Gerull	Infrastructure Director, Department of Technology, Attn: Matt Reeves
<b>ADDRESS:</b> 1 South Van Ness Ave., 2 <sup>nd</sup> Floor San Francisco, CA 94102	<b>ADDRESS:</b> 1 South Van Ness Ave., 2 <sup>nd</sup> Floor San Francisco, CA 94102
PHONE: (415) 581-4000 FAX EMAIL: <a href="mailto:linda.gerull@sfgov.org">linda.gerull@sfgov.org</a>	PHONE: (415) 581-4000 FAX EMAIL: <a href="mailto:matt.reeves@sfgov.org">matt.reeves@sfgov.org</a>

**1. PAYMENT TERMS**

The Customer agrees to pay the Department of Technology monthly in arrears upon receipt.

**2. OPERATIONAL RECOVERY INQUIRY**

The Department offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the Department's Operational Recovery Coordinator and are based on agency individual requirements.

- A. Does your agency plan to use this service during the term of this Agreement? Yes  No
- B. If yes, are funds included in this Agreement for these services? Yes  No
- C. If no, when will the Agreement be amended to add funds for these services? Date

**Special Conditions**

**1.1 Notices**

Except as otherwise specifically provided in this Agreement, any notice given under this Agreement shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to: **(a)** Contractor or Customer at address set forth in the Standard Agreement; or **(b)** such other address as either Contractor or Customer may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in the Standard Agreement or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

**1.2 No Implied Waiver**

No failure by either party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No acceptance of full or partial monthly Agreement Fee or other sum payable hereunder by Contractor while Customer is in default hereunder shall constitute a waiver of such default by Contractor. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Contractor or Customer given in one instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent to any other or future instance under the terms of the Agreement.

**1.3 Approvals**

Neither this Agreement nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Agreement, but each and every term, covenant and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Whenever this Agreement requires or permits the giving by Customer of its consent or approval, the Director of Property, or his or her designee, shall be authorized to provide such approval, except as otherwise provided by applicable law, including the Charter of the City and County of San Francisco. Any amendments or modifications to this Agreement, including, without limitation, amendments to or modifications to the exhibits to this Agreement, shall be subject to the mutual written agreement of Customer and

Contractor, and Customer's agreement may be made upon the sole approval of the Director of Property, or his or her designee; provided, however, material amendments or modifications to this Agreement **(a)** changing the legal description of the Agreement Space, **(b)** increasing the Term, **(c)** increasing the monthly Agreement Fee, **(d)** changing the general use of the Agreement Space from the use authorized under Exhibit A of this Agreement, and **(e)** any other amendment or modification which materially increases Customer's liabilities or financial obligations under this Agreement shall additionally require the approval of Customer's Board of Supervisors.

#### **1.4 Authority**

Contractor represents and warrants to Customer that the execution and delivery of this Agreement by Contractor has been duly authorized and does not violate any provision of any agreement, law or regulation to which Contractor or the Property is subject.

#### **1.5 Interpretation of Agreement**

The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intent and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Except as otherwise specifically provided herein, wherever in this Agreement Contractor or Customer is required or requested to give its consent or approval to any matter or action by the other, such consent or approval shall not be unreasonably withheld or delayed. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Contractor or Customer holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

#### **1.6 Brokers**

Neither party has had any contact or dealings regarding the leasing of the Agreement Space, or any communication in connection therewith, through any real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Agreement contemplated herein, and Customer shall have no liability therefor. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee and shall indemnify the other party from any and all claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Agreement.

#### **1.7 Severability**

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances

other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

### **1.8 Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

### **1.9 Attorneys' Fees**

In the event that either Contractor or Customer fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the Customer's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

### **1.10 Cumulative Remedies**

All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

### **1.11 Time of Essence**

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

### **1.12 Survival of Indemnities**

Termination of this Agreement shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Agreement, if any, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee and continues at all times thereafter.



**1.13 Non-Liability of Customer Officials, Employees and Agents**

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of Customer shall be personally liable to Contractor, its successors and assigns, in the event of any default or breach by Customer or for any amount which may become due to Contractor, its successors and assigns, or for any obligation of Customer under this Agreement.

**1.14 MacBride Principles - Northern Ireland**

The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Contractor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

**1.15 Controller's Certification of Funds**

The terms of this Agreement shall be governed by and subject to the budgetary and fiscal provisions of the Customer's Charter. Notwithstanding anything to the contrary contained in this Agreement, there shall be no obligation for the payment or expenditure of money by Customer under this Agreement unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the Customer's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of Customer after the fiscal year in which the Term of this Agreement commences, sufficient funds for the payment of Rent and any other payments required under this Agreement are not appropriated, then Customer may terminate this Agreement, without penalty, liability or expense of any kind to Contractor, as of the last date on which sufficient funds are appropriated. Customer shall use its reasonable efforts to give Contractor reasonable advance notice of such termination.

**1.16 Non Discrimination in Contractor Contracts and Benefits Ordinance**

**(a) Covenant Not to Discriminate**

In the performance of this Agreement, Contractor agrees not to discriminate against any employee of, any contracted employee working with Contractor, or applicant for employment with Contractor, 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.

**(a) Subcontracts**

Contractor shall include in all subcontracts relating to the Agreement Space a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, 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's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

**(b) Non-Discrimination in Benefits**

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

**(c) CMD Form**

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (the "CMD"). Contractor hereby represents that prior to execution of the Agreement: **(a)** Contractor executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and **(b)** the CMD approved such form.

**(d) Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for services under this Agreement 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 of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$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.

### 1.17 Tropical Hardwood and Virgin Redwood Ban

(a) Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Contractor nor any of its contractors shall provide any items to Customer in the construction of the Agreement Space or otherwise in the performance of this Agreement which are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

(b) The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood products.

(c) In the event Contractor fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Contractor shall be liable for liquidated damages for each violation in an amount equal to Contractor's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City and County of San Francisco upon demand and may be set off against any monies due to Contractor from any contract with the City and County of San Francisco.

(d) Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Environment Code, Chapter 13 is obtained from the Department of Environment.

### 1.18 Resource-Efficient Buildings and Pilot Projects

Contractor acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 713 relating to green building requirements for the design, construction and operation of City buildings. Contractor hereby agrees that it shall comply with all applicable provisions of such code sections.

### 1.19 Certification by Contractor

By executing this Agreement, Contractor certifies that neither Contractor nor any of its officers or members have been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental Customer. In the event Contractor or any of its officers or members have been so suspended, disbarred, disciplined or prohibited from contracting with any governmental Customer, it shall immediately notify the Customer of same and the reasons therefore together with any relevant facts or information requested by Customer. Any such suspension, disbarment, discipline or prohibition may result in the termination or suspension of this Agreement. Contractor acknowledges that this certification is a material term of this Agreement.

### 1.20 Sunshine Ordinance

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, Agreements, licenses, responses to Requests for Proposals, and all other records of communications between Contractor and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, Agreement, license or other benefit

until and unless that person or organization is awarded the contract, Agreement, license or benefit. Information provided which is covered by this Section will be made available to the public upon request.

### **1.21 Conflicts of Interest**

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of 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 would constitute a violation of said provisions, and agrees that if Contractor becomes aware of any such fact during the Term of this Agreement, Contractor shall immediately notify Customer.

### **1.22 Notification of Limitations on Contributions**

Through its execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Customer for the selling or leasing of any land or building to or from the Customer whenever such transaction would require approval by an Customer elective officer or the board on which that elective officer serves, from making any campaign contribution to (1) an individual holding an Customer elective office if the contract must be approved by the individual, a board on which that individual serves, or a board 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, 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 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 Customer the names of each person, entity or committee described above.

### **1.23 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.

### **1.24 Prevailing Wages**

Contractor agrees to require its contractors and subcontractors performing labor in the construction of a "public work" as defined in California Labor Code Section 1720 et seq. to pay prevailing wages as required by state law.

**DEPARTMENT OF TECHNOLOGY SERVICE CATALOG GENERAL PROVISIONS**

This Exhibit D contains terms and conditions in addition to those contained in the Agreement to which this Exhibit is attached (Agreement), under which you, the Customer, agree to obtain services from the Department of Technology. By submitting a Service Request through the Remedy System, you consent to these terms and conditions.

**1. Service Information**

The Department of Technology provides information technology services to state, county, federal and local government entities throughout California.

**A. Service Catalog**

The Service Catalog provides an overview of services offered by the Department of Technology.

**B. Remedy System**

The Remedy System is used by the Customer to request new services, modify existing services, or discontinue a service.

**C. Account Lead**

The Account Lead acts as the single point of contact for the Customer. The Account Lead reviews the Service Request and associated documents with the Customer to ensure the proper forms and approvals are completed. The Customer can locate their Account Lead information in the Customer Account Lead Lookup directory.

**2. Service Rates**

The rates charged for services under this Agreement are located in the Billing Rate Schedule at <https://cdt.ca.gov/services/rates/>. Rates are subject to change upon 30 calendar-day prior written notice from the Department of Technology. The costs for services shall be computed in accordance with the State Administrative Manual (SAM) Section 8752 and 8752.1.

**3. Authority to Enter into Agreement**

The Customer hereby warrants and represents that it has the budget and project approvals necessary for the services covered under this Agreement. The Customer further warrants and represents that sufficient monies are available to the Customer to fund the expenditures for services covered under this Agreement, subject to appropriation of funds as set forth in Exhibit B of this Agreement. The Customer acknowledges that it is acting in an independent capacity in making this Agreement, and not as agents or employees of the Department of Technology.

**4. Customer Invoices**

Invoices shall be available by the 10th business day of the following month. The Customer will be notified by email when monthly invoices are available for viewing on the California Department of Technology Billing System (CalTABS).

**5. Proprietary Rights**

A. Pursuant to Executive Order S-16-04 and SAM Section 4846 et seq., the Customer acknowledges that the use of licensed products in violation of a valid licensing agreement could subject the Department of Technology to third-party lawsuits. The Customer, therefore, agrees that it will not duplicate, copy, or otherwise reproduce any proprietary software products supplied pursuant to this Agreement without the express written consent of the owner of the software. The Customer further agrees that it will use any such software products in strict compliance with the terms of any license provided by the owner of the software. The Customer further agrees that its use of any such licensed software products will not violate any applicable copyright, trademark, trade name, patent or similar legal right.

B. Each of the parties to the Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the

authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party, to the extent permitted by law, indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein.

**6. Unsupported Software**

The Department of Technology is not responsible for license, service, and/or support issues related to software in the Customer systems, unless the Department of Technology is the licensee of the software products. The Customer agrees to maintain appropriate licenses and service and support arrangements for the systems or applications owned or maintained by the Customer's department; all enterprise-wide systems, which include hardware and operating systems; application software (if applicable); security systems; and software licenses for all systems and services. The Department of Technology is neither responsible nor liable for damages resulting from the Customer's decision to use unlicensed or unsupported software.

**7. Examination and Audit**

In accordance with Government Code Section 8546.7, the Department of Technology and the Customer agree that the Bureau of State Audits (BSA) or other entity will have the right to review, obtain and copy all records pertaining to performance of this Agreement. The Department of Technology and the Customer agree to provide, or otherwise make available to, the BSA or other entity any relevant information requested and shall permit the BSA or other entity access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to this Agreement. The Department of Technology and the Customer further agree to maintain such records for a period of three (3) years after final settlement under this Agreement.

**8. Information Security**

Information Security Based on the specific requirements of SAM Section 5300 et seq., and pursuant to Government Code Section 11549.3, every state agency, department, and office shall comply with the information security and privacy policies, standards, and procedures issued by the California Information Security Office.

**A. Requirements on Customer**

Information security is defined as the protection of information and information systems, equipment, and people from a wide spectrum of threats and risks. To ensure the confidentiality, integrity, and availability of its managed resources, the Department of Technology agrees to provide protection of its information assets by establishing appropriate administrative, operational and technical policies, standards, and procedures. To further protect and minimize risk to the State, the Customer requesting to use the network or resources of the Department of Technology must comply with basic security requirements. By submitting a Service Request, the Customer agrees to ensure that:

- i. The Customer is in compliance with statewide policies and laws regarding the use and protection of information resources and data.
- ii. The Customer's virus software is up-to-date and security patches and upgrades are installed on all systems on which the data may be used.
- iii. The Customer promptly notifies the Department of Technology Information Security Officer (ISO) of any security incidents involving information systems or data on any managed service by the Department of Technology.

- iv. The Customer transmitting data through resources at the Department of Technology has at least one firewall system properly situated between the network and each external entry point.
- v. Physical access to network components, servers, and data storage used in conjunction with access to information resources at the Department of Technology are limited to the appropriate designated staff responsible for implementing and maintaining the components.
- vi. The Customer's administrative access is limited to those individuals that require access in order to perform duties essential to the operation and maintenance of that system.

**B. Provisions provided by the Department of Technology**

The Department of Technology "shall comply with applicable industry standards and guidelines, including but not limited to relevant security provisions of the California State Administrative Manual (SAM), California Statewide Information Management Manual (SIMM), The National Institute of Standards and Technology (NIST) 800-53 v4 and Federal Information Processing Standard (FIPS) Publication 199 which protect and minimize risk to the State. At a minimum, provision shall cover the following:

- i. The Department of Technology will protect the confidentiality, integrity and availability of the data under its custodianship. The Department of Technology shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards during the term of the Agreement to secure such data from data breach or loss, protect the data and information assets from breaches, introduction of viruses, disabling of devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its data or affects the integrity of that data.
- ii. Confidential, sensitive or personal information shall be encrypted in accordance with SAM 5350.1 and SIMM 5305-A as directed by the Customer.
- iii. The Department of Technology shall comply with statewide policies and laws regarding the use and protection of information assets and data. Unauthorized use of data by the Department of Technology or third parties will not be allowed.
- iv. Signed Security and Confidentiality Statement for all personnel assigned during the term of the Agreement.
- v. Apply security patches and upgrades, and keep virus protection software up-to-date on all information assets on which data may be stored, processed, or transmitted.
- vi. The Department of Technology shall notify the Customer data owner immediately if a security incident involving the information asset occurs.
- vii. The Customer data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The Department of Technology shall allow the Customer reasonable access to security logs, latency statistics, and other related security data that affects this Agreement and the Customer's data.
- viii. The Department of Technology shall be responsible for all costs incurred by the Customer due to security incident resulting from the Department of Technology's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, destruction; loss, theft or misuse of an information asset. If the Department of Technology experiences a loss or breach of data, the Department of Technology shall immediately report the loss or breach to the Customer. If the Customer data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the Department of Technology will bear any and all costs associated with the notice or any mitigation required by law. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- ix. The Department of Technology shall immediately notify and work cooperatively with the Customer data owner to respond timely and correctly to public records act requests.
- x. The Department of Technology shall dispose of records of Customer data as instructed by the Customer during the term of this Agreement. No data shall be copied, modified, destroyed or deleted by the Department of Technology other than for normal operation or maintenance during the Agreement period without prior written notice to and written approval by the Customer.
- xi. Remote access to data from outside the territorial United States, including remote access to data by authorized support staff in identified support centers, is prohibited unless approved in advance by the Customer.
- xii. The physical location of the Department of Technology data center where the Data is stored shall be within the territorial United States.

**9. Mutual Limitation of Liability**

In no event, will either party be liable to the other for any indirect, incidental, special, consequential or damages, even if notification has been given as to the possibility of such damages.

**10. Changes to Service**

- A. All notices relating to changes, additions, or modifications of service shall be in writing and shall be submitted by the Customer through Remedy.
- B. No variation of the terms of the service shall be valid unless made in writing, signed by the Department of Technology and the Customer, approved as required, and submitted through Remedy. No verbal understanding or agreement is binding on any of the parties.

**11. Disputes**

In the event of a dispute, the Department of Technology shall continue with the responsibilities of providing services to the Customer.

**12. Problem Escalation**

The Customer acknowledges and agrees that certain technical and project-related problems or issues may arise, and that such matters shall be promptly reported to the Department of Technology. The Department of Technology agrees to provide an internal escalation process to facilitate communication between the Customer and staff at the Department of Technology, as appropriate. The Account Lead will determine the problem severity level, and notify appropriate staff at the Department of Technology including, but not limited to, the following:

First Level	Section or Unit Manager/Service Owner
Second Level	Branch Chief/Service Owner
Third Level	Division Deputy Director

**13. Cancellation of Service**

The Customer must provide 45 calendar days cancellation notice for a service to be terminated. Cancellation of services is vendor-dependent and may require lead-time for processing termination documents. The Customer must submit a Service Request through CSS or Remedy to notify the Department of Technology of the intent to terminate services. The targeted completion date noted on the Service Request must allow for the reasonable lead-time required to cancel services. Retroactive termination of services will not be considered. For more information regarding lead-times for canceling services, please contact your Account Lead.

**14. Insurance**

For the purposes of fully satisfying the requirement for insurance, the Customer acknowledges, accepts and will use the Department of Technology's self-insured practice as described in Exhibit F, Public Liability and Workers Compensation Self-Insurance Memorandum to address any liability.



June 9, 2017

**STATE OF CALIFORNIA  
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE  
FISCAL YEAR JULY 1, 2017 / JUNE 30, 2018**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, [claims@dgs.ca.gov](mailto:claims@dgs.ca.gov). If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,



Carrie Willson  
Staff Risk Manager  
Insurance Services Unit  
Phone: (916) 376-5278  
Fax: (916) 376-5275  
[carrie.willson@dgs.ca.gov](mailto:carrie.willson@dgs.ca.gov)

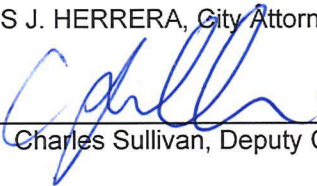
STATEMENT OF WORK

1. This Agreement is entered into by and between City and County of San Francisco (hereinafter referred to as the "Customer") and the State of California (hereinafter referred to as the "California Department of Technology" or the "Department, or Contractor") for the Customer to obtain information technology services, materials, or equipment. This Agreement shall represent the cost of ongoing services provided to the Customer by the Department along with the cost of projected new services to be requested through the Service Request (SR) process. This Agreement shall be augmented through the Department's SR process with any resulting mutually agreed upon contractual terms becoming a part of this Agreement, as if fully set forth herein. This Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) section 8752-8752.1 and section 3.03 of the State Contracting Manual.

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_

  
Charles Sullivan, Deputy City Attorney

**Information Technology Services – State of California, Department of Technology  
– Standard Agreement for I.T. Goods/Services Only – Rancho Cordova, California**

Preliminary Information Request  
Budget and Finance Committee Meeting Preparation

Leo Levenson  
Deputy Director  
Finance & Administration, CFO/CAO  
City and County of San Francisco Department of Technology  
415-760-0579, Leo.Levenson@sfgov.org, sfgov.org/dt  
One South Van Ness, 2nd Floor, Office 2209, San Francisco, CA 94103

Claudia J. Gorham  
Assistant Director of Real Estate  
City & County of San Francisco  
Real Estate Division  
25 Van Ness, Suite 400  
San Francisco, CA. 94102  
415-554-9871  
claudia.gorham@sfgov.org

1. Attached via email
  - a. Proposed Resolution
  - b. Proposed Standard Agreement (and attachments)
  - c. Existing Standard Agreement (and attachments)

2. Agreement summary:

	<b>Existing Terms</b>	<b>New Terms</b>
Agreement Term	Three Years July 1, 2015 – June 30, 2018	Three Years July 1, 2018 – June 30, 2021
Service	Up to 20 Cabinets; 30kw/mo; Circuits (Cloud Provider); related cables	Up to 30 Cabinets; 30kw/mo; Circuits (Cloud Provider); related cables
Options to extend	N/A	N/A
Rate Paid by City	Up to \$38,954 per month Up to \$467,448 per year Currently, \$23,583.33 per month	Up to \$62,720 per month UP to \$756,840 per year

	Only pay for what City uses – City currently uses 19 cabinets.	Only pay for what City ultimately uses but can use up to 30 cabinets.
Utilities	Included in monthly rate	Included in monthly rate
Network Install Fee	One time installation fees approximately \$2,200.00 per year	Four one-time installation fees up to \$4,200.00 per year

3. N/A. Existing Agreement from 2015 which extended original Agreement in 2013. This is the State's "Standard Agreement" for services of providing cloud storage for the City's Department of Technology's data back-up. In the event of an emergency, natural or man-made, and for best practices, DT uses cloud based data storage in Rancho Cordova for many departments' data. The State charges a standard fee based upon number of cabinets, amount of power to be used, installation, connectivity and dedicated connections.

4. N/A. None.

5. N/A – No Tenant Improvements allowed/required. State supplies cabinets, cables, wiring, equipment, etc., agreement is for providing data back-up space – cloud back-up space.

6. N/A.

7. City currently has 19 cabinets at site; State provides secured building and services. Given that it is away from Bay Area, in the event of an earthquake, DT will be able to retrieve critical departmental data.

8. N/A. Not in the area; not a "property" that is calculated per square foot; is fixed rate by the State of California.

1 [Lease - Data Center Space - 3101 Gold Center Drive, Rancho Cordova, California - Initial  
2 Term of Two Years - Base Annual Rental Rate of \$130,473.84]

3 **Resolution authorizing the use of space and communication services within an existing**  
4 **data center located at 3101 Gold Center Drive, Rancho Cordova, California, from the**  
5 **State of California Technology Agency, Office of Technology Services, through an**  
6 **Agreement; and authorizing certain amendments and extensions to said Agreement as**  
7 **warranted for an initial term of two years with a base annual rental rate of \$130,473.84.**

8  
9 WHEREAS, Critical business systems of the City and County of San Francisco should  
10 have redundant recovery systems and facilities to be used in the event primary data centers  
11 become non-functional due to a natural disaster, criminal activity, or other emergency; and

12 WHEREAS, The City and County of San Francisco's current information technology  
13 Disaster Recovery ("DR") process involves the use of an off-site facility that employs outdated  
14 processes to protect the City's ability to recover from an unforeseen disaster, at a location  
15 where the City has limited monitoring capabilities, infrequent testing of critical systems, and a  
16 relatively high cost; and

17 WHEREAS, The Department of Technology had adopted a policy that calls for the  
18 development of a comprehensive information technology DR plan that involves not only  
19 placing business critical infrastructure at 200 Paul Street in San Francisco (which has been  
20 accomplished), but also designating a DR hot site at an appropriate out of area location so  
21 that such business critical operations of the City may continue until normal business  
22 operations resume; and

23 WHEREAS, The DR site should provide the City with an ability to replicate City data on  
24 a regularly scheduled basis, be relatively accessible by the City, be in a secure and stable

1 environment, provide an opportunity for monthly, quarterly and semi-annual tests to ensure  
2 full functionality, and be reasonably priced; and

3 WHEREAS, The State of California, through its California Technology Agency, Office of  
4 Technology Services (the "State"), has developed a robust disaster recovery facility located  
5 3101 Gold Camp Road in Rancho Cordova, California (the "Facility"), and makes it available  
6 as a reasonable cost to other agencies desirous of securing off-site critical data redundancy in  
7 a secure and stable environment; and

8 WHEREAS, The City and County of San Francisco finds the Facility meets our DR  
9 objectives to recover as quickly and effectively as possible from an unforeseen disaster or  
10 emergency which interrupts information systems and business operations; and

11 WHEREAS, An Agreement with the State has been negotiated by the Director of  
12 Property, in consultation with the Department of Technology, which is on file with the Clerk of  
13 the Board of Supervisors under File No. 130378 (the "Agreement"); and

14 WHEREAS, The Agreement has an initial term of twenty four (24) months, from July 1,  
15 2013 to June 30, 2015, with renewals available with no less than sixty (60) days prior written  
16 notice; and

17 WHEREAS, The base monthly rental cost is pursuant to a rate structure published by  
18 the State, which results in a starting rate of \$10,872.82 per month to meet the needs of the  
19 City and County of San Francisco, with an additional one-time expense of \$4,943 for  
20 necessary electrical circuits; and

21 WHEREAS, The Director of Property has determined that the proposed lease rates are  
22 reasonable and represent fair market rent for the Facility, given the services provided; now,  
23 therefore, be it

24 RESOLVED, That the Board of Supervisors, in accordance with the recommendations  
25 of the Director of Property and Director of Department of Technology, hereby approves the

1 Agreement, in substantially the form presented to this Board, and authorizes City staff to take  
2 all actions necessary to occupy the Facility consistent with the Agreement; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
4 Property, in consultation with the City Attorney and Director of the Department of Technology,  
5 to enter into any additions, amendments, extensions, or other modifications to the Agreement  
6 that the Director of Property determines are in the best interests of the City, do not materially  
7 decrease the benefits to the City, and are in compliance with all applicable laws, including the  
8 City's Charter, and may result in a fiscal impact due to either adjusted rate schedules as  
9 posted by the State, or expanded use of the Facility by City, or an extension of term not to  
10 exceed an additional forty-eight (48) months, and not to exceed an additional cost of  
11 occupancy of \$5,000 per month; and, be it

12 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged,  
13 in the name and on behalf of the City and County, to take any and all steps (including, but not  
14 limited to, the execution and delivery of any and all certificates, agreements, notices,  
15 consents, and other instruments or documents) as the Director of Property deems necessary  
16 or appropriate in order to consummate the Agreement, or to otherwise effectuate the purpose  
17 and intent of this Resolution, such determination to be conclusively evidenced by the  
18 execution and delivery by the Director of Property of any such documents; and be it

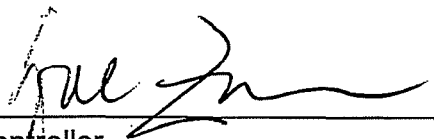
19 FURTHER RESOLVED, That the City shall occupy the Facility for the full term of the  
20 Agreement unless funds for the rental payments are not appropriated in any subsequent fiscal  
21 year at which time the City may terminate the Agreement with advance notice to State. Said  
22 Agreement shall be subject to certification as to funds by the Controller, pursuant to Section  
23 6.302 of the City Charter.


1           FURTHER RESOLVED, That all actions heretofore taken by the officers of the City  
2 with respect to the Agreement, or authorized and directed by this Resolution, are hereby  
3 ratified, approved and confirmed by this Board of Supervisors.  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

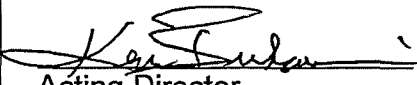


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

\$135,416.84 available  
Index Code:  
752004, Subfund 6I-TIF-ACP

  
Controller  
Subject to the enactment of the Annual  
Appropriation Ordinance for Fiscal Year  
2013/2014.

RECOMMENDED:  
  
Director of Property

RECOMMENDED:  
  
Acting Director  
Department of Technology



**City and County of San Francisco**  
**Tails**  
**Resolution**

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

**File Number:** 130378

**Date Passed:** May 21, 2013

Resolution authorizing the use of space and communication services within an existing data center located at 3101 Gold Center Drive, Rancho Cordova, California, from the State of California Technology Agency, Office of Technology Services, through an Agreement; and authorizing certain amendments and extensions to said Agreement as warranted for an initial term of two years with a base annual rental rent of \$130,473.84.


May 15, 2013 Budget and Finance Sub-Committee - RECOMMENDED

May 21, 2013 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 130378

I hereby certify that the foregoing Resolution was ADOPTED on 5/21/2013 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
Mayor

  
Date Approved

**STANDARD AGREEMENT**


FOR I.T. GOODS/SERVICES ONLY

<b>NON-STATE AGENCY</b>
NON-STATE AGENCY NUMBER
CONTRACTOR NUMBER
15FO197(KL)

1. This Agreement is entered into between the Non-State Agency and the Contractor named below  
 NON-STATE AGENCY NAME City and County of San Francisco, a municipal corporation (hereafter called Customer)  
 CONTRACTOR'S NAME CALIFORNIA DEPARTMENT OF TECHNOLOGY (hereafter called Contractor)
2. The term of this Agreement is: July 1, 2015 through June 30, 2018
3. The maximum amount \$467,448/year, of this Agreement is: in initial year, increasing 5%/year
4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

- Exhibit A – General Information 1 page
- Exhibit B - Budget Detail and Payment Provisions 1 page
- Exhibit C – Customer Completion Form 1 page
- Exhibit D - Special Conditions

Approved as to Form:

  
 Anita L. Wood, Deputy City Attorney  
 City and County of San Francisco

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>	<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>CALIFORNIA DEPARTMENT OF TECHNOLOGY</b>	
BY (Authorized Signature) 	DATE SIGNED E <u>9/16/15</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JENNIFER HERRERA, Contract Manager</b>	
ADDRESS <b>P.O. Box 1810, Rancho Cordova, CA 95741-1810</b>	
<b>NON-STATE AGENCY</b>	
NON-STATE AGENCY NAME <u>City and County of San Francisco,</u> a municipal corporation (hereafter called Customer)	
BY (Authorized Signature) 	DATE SIGNED <u>9/10/15</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>John Updike, Director of Property</b>	
ADDRESS <b>25 Van Ness Ave., #400, San Francisco, CA 94102</b>	

Agreements are exempt from  
DGS approval per Delegation  
DIA-003

GENERAL INFORMATION

1. This Agreement is entered into by and between CITY AND COUNTY OF SAN FRANCISCO (hereinafter referred to as the "Customer") and the State of California (hereinafter referred to as the "California Department of Technology" or the "Department, or Contractor") for the Customer to obtain information technology services, materials, or equipment. This Agreement shall represent the cost of ongoing services provided to the Customer by the Department along with the cost of projected new services to be requested through the Service Request (SR) process. This Agreement shall be augmented through the Department's SR process with any resulting mutually agreed upon contractual terms becoming a part of this Agreement, as if fully set forth herein. This Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) section 8752-8752.1 and section 3.03 of the State Contracting Manual.

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. GENERAL CUSTOMER OBLIGATIONS**

- A. Return completed Agreement Renewal Package to the California Department of Technology (Department) no later than 60 calendar days prior to the expiration date. In the event a Customer does not return a completed Agreement Renewal Package during the required time frame, the Department will escalate the matter with the Customer. Any costs incurred by the Department on behalf of the Customer after the expiration date will be billed to the Customer with full payment due within 30 calendar days.
- B. The Customer must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. The Customer must submit a Service Request through CSS to notify OTech of the intent to terminate services. The targeted completion date noted on the Service Request must allow time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Account Lead.
- C. Customers are required to submit payments for services billed at the specified rates. Payment must be received within 90 calendar days of receipt of invoice. After 90 calendar days, the Department will escalate payment issues with the Customer. Use of services and goods provided by the Department to the Customer constitutes an obligation, which must be paid.
- D. In the event the Customer utilizes, requires, accepts or requests services that exceed the amount authorized by this Agreement, the Customer is responsible for all charges incurred and agrees that either party may amend this Agreement, in writing, to provide payment to the Department to the extent services have been provided. Such payment for services incurred beyond the amount authorized by this Agreement shall be made payable on or before the agreement expiration date. If, after the conclusion of the subject agreement period, it is determined that monies above and beyond that which was authorized by this Agreement are owed to the Department for services received by the Customer, either party may amend the Agreement, in writing, with the Customer agreeing to pay the outstanding amount in full, no later than 60 calendar days from discovery of the outstanding payment due.

**2. INVOICING**

- A. Upon receipt of appropriate invoices for services rendered in accordance with this Agreement, the Customer agrees to compensate the Department for services billed in accordance with the rates specified herein.
- B. Invoices shall include the Department Agreement Number, and shall be submitted in duplicate not more frequently than monthly in arrears to the billing address identified in Exhibit C.

**3. PAYMENT TERMS**

- A. Costs for this Agreement shall be computed in accordance with SAM sections 8752 and 8752.1.
- B. The cost of subscribing to the Department of Technology's IT services is based upon the published Billing Rate Schedule, which is subject to change upon 30 calendar days' prior written notice. The rates billed under this contract, however, may not increase more than 5% per fiscal year (July 1 – June 30) during the term of this contract. These rates may be viewed on the Department's web site at: <http://www.dts.ca.gov/customers/rates.asp?key=23>
- C. Customer agrees to pay Department monthly upon receipt of invoice. Department will issue monthly invoice in arrears to the Customer.

**4. CUSTOMER RESPONSIBILITY**

It will be the responsibility of the Customer to notify the Department in writing within five (5) State business days after receipt/installation of goods from a vendor or other State agency (i.e., equipment, telecommunications lines, and software products). Such notification shall be sent to:

California Department of Technology  
Warehouse Receiving at: [warehousereceiving@state.ca.gov](mailto:warehousereceiving@state.ca.gov) 4012

**CUSTOMER COMPLETION FORM**

**CALIFORNIA DEPARTMENT OF TECHNOLOGY:**

<b>CONTRACT ADMINISTRATOR:</b> IAA PROCESSING ANALYST IT PROCUREMENT & CONTRACT SERVICES BRANCH P.O. BOX 1810, MS Y-18 RANCHO CORDOVA, CA 95741-1810 PHONE: (916) 431-5089 FAX (916) 463-9914 EMAIL: <a href="mailto:iaaprocessinganalyst@state.ca.gov">iaaprocessinganalyst@state.ca.gov</a>	<b>CUSTOMER REPRESENTATIVE:</b> CUSTOMER RELATIONS BRANCH P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810 PHONE: (916) 431-5454 FAX (916) 454-7273
---	---

**CUSTOMER:**

<b>CONTRACT ANALYST:</b> Leo Levenson ADDRESS: 1 South Van Ness Ave., 2nd Floor San Francisco, CA 94102 PHONE: 415-581-4000 FAX EMAIL: <a href="mailto:leo.levenson@sfgov.org">leo.levenson@sfgov.org</a>	<b>BILLING CONTACT:</b> Leo Levenson ADDRESS: 1 South Van Ness Ave., 2nd Floor San Francisco, CA 94102 PHONE: 415-581-4000 FAX: EMAIL: <a href="mailto:leo.levenson@sfgov.org">leo.levenson@sfgov.org</a>
<b>CONTRACT ADMINISTRATOR</b> Miguel Gamino ADDRESS: 1 South Van Ness Ave., 2nd Floor San Francisco, CA 94102 PHONE: 415-581-4000 FAX: EMAIL: <a href="mailto:miguel.gamino@sfgov.org">miguel.gamino@sfgov.org</a>	<b>TECHNICAL CONTACT:</b> Matt Reeves ADDRESS: 1 South Van Ness Ave., 2nd Floor San Francisco, CA 94102 PHONE: 415-581-4000 FAX: EMAIL: <a href="mailto:matt.reeves@sfgov.org">matt.reeves@sfgov.org</a>

**PAYMENT TERMS**

The Customer agrees to pay California Department of Technology (Department) monthly in arrears upon receipt from Department.

**OPERATIONAL RECOVERY INQUIRY**

The Department offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the Department's Operational Recovery Coordinator and are based on agency individual requirements.

- A. Does your agency plan to use this service during the term of this Agreement? Yes  No
- B. If yes, are funds included in this Agreement for these services? Yes  No
- C. If no, when will the Agreement be amended to add funds for these services? Date

In order to provide for the emergency restoration of the Customer's systems in the event of a disaster, the Customer must separately subscribe to the Operational Recovery Services offered by the Department. If the Customer has not subscribed to these Operational Recovery Services, the Customer's operations may not be restored for a significant length of time and the Department will not be responsible for the proper operation of the Customer's systems in the event of a disaster.

**Exhibit D**  
**Special Conditions**

**1.1 Notices**

Except as otherwise specifically provided in this Agreement, any notice given under this Agreement shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to:

(a) Contractor or Customer at address set forth in the Standard Agreement; or (b) such other address as either Contractor or Customer may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in the Standard Agreement or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

**1.2 No Implied Waiver**

No failure by either party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No acceptance of full or partial monthly Agreement Fee or other sum payable hereunder by Contractor while Customer is in default hereunder shall constitute a waiver of such default by Contractor. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Contractor or Customer given in one instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent to any other or future instance under the terms of the Agreement.

**1.3 Approvals**

Neither this Agreement nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Agreement, but each and every term, covenant and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Whenever this Agreement requires or permits the giving by Customer of its consent or approval, the Director of Property, or his or her designee, shall be authorized to provide such approval, except as otherwise provided by applicable law, including the Charter of the City and County of San Francisco. Any amendments or modifications to this Agreement, including, without limitation, amendments to or modifications to the exhibits to this Agreement, shall be subject to the mutual written agreement of

Customer and Contractor, and Customer's agreement may be made upon the sole approval of the Director of Property, or his or her designee; provided, however, material amendments or modifications to this Agreement (a) changing the legal description of the Agreement Space, (b) increasing the Term, (c) increasing the monthly Agreement Fee, (d) changing the general use of the Agreement Space from the use authorized under Exhibit A of this Agreement, and (e) any other amendment or modification which materially increases Customer's liabilities or financial obligations under this Agreement shall additionally require the approval of Customer's Board of Supervisors.

#### **1.4 Authority**

Contractor represents and warrants to Customer that the execution and delivery of this Agreement by Contractor has been duly authorized and does not violate any provision of any agreement, law or regulation to which Contractor or the Property is subject.

#### **1.5 Interpretation of Agreement**

The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intent and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Except as otherwise specifically provided herein, wherever in this Agreement Contractor or Customer is required or requested to give its consent or approval to any matter or action by the other, such consent or approval shall not be unreasonably withheld or delayed. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Contractor or Customer holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

#### **1.6 Brokers**

Neither party has had any contact or dealings regarding the leasing of the Agreement Space, or any communication in connection therewith, through any real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Agreement contemplated herein, and Customer shall have no liability therefor. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee and shall indemnify the other party from any and all claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Agreement.

#### **1.7 Severability**

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances



other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

### **1.8 Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

### **1.9 Attorneys' Fees**

In the event that either Contractor or Customer fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the Customer's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

### **1.10 Cumulative Remedies**

All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

### **1.11 Time of Essence**

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

### **1.12 Survival of Indemnities**

Termination of this Agreement shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Agreement, if any, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee and continues at all times thereafter.

### **1.13 Non-Liability of Customer Officials, Employees and Agents**

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of Customer shall be personally liable to Contractor, its successors and assigns, in the event of any default or breach by Customer or for any amount which may become due to Contractor, its successors and assigns, or for any obligation of Customer under this Agreement.

### **1.14 MacBride Principles - Northern Ireland**

The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Contractor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

### **1.15 Controller's Certification of Funds**

The terms of this Agreement shall be governed by and subject to the budgetary and fiscal provisions of the Customer's Charter. Notwithstanding anything to the contrary contained in this Agreement, there shall be no obligation for the payment or expenditure of money by Customer under this Agreement unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the Customer's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of Customer after the fiscal year in which the Term of this Agreement commences, sufficient funds for the payment of Rent and any other payments required under this Agreement are not appropriated, then Customer may terminate this Agreement, without penalty, liability or expense of any kind to Contractor, as of the last date on which sufficient funds are appropriated. Customer shall use its reasonable efforts to give Contractor reasonable advance notice of such termination.

### **1.16 Non Discrimination in Contractor Contracts and Benefits Ordinance**

#### **(a) Covenant Not to Discriminate**

In the performance of this Agreement, Contractor agrees not to discriminate against any employee of, any contracted employee working with Contractor, or applicant for employment with Contractor, 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 include in all subcontracts relating to the Agreement Space a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, 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's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

**(c) Non-Discrimination in Benefits**

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

**(d) HRC Form**

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Contractor hereby represents that prior to execution of the Agreement: **(a)** Contractor executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and **(b)** the HRC approved such form.

**(e) Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for services under this Agreement 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 of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$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.

**1.17 Tropical Hardwood and Virgin Redwood Ban**

**(a)** Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Contractor nor any of its contractor's shall provide any items to Customer in the construction of the Agreement Space or otherwise in the performance of this Agreement which are tropical

hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

(b) The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood products.

(c) In the event Contractor fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Contractor shall be liable for liquidated damages for each violation in an amount equal to Contractor's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City and County of San Francisco upon demand and may be set off against any monies due to Contractor from any contract with the City and County of San Francisco.

#### **1.18 Resource-Efficient Buildings and Pilot Projects**

Contractor acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient buildings and resource-efficient pilot projects. Contractor hereby agrees that it shall comply with all applicable provisions of such code sections.

#### **1.19 Certification by Contractor**

By executing this Agreement, Contractor certifies that neither Contractor nor any of its officers or members have been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental Customer. In the event Contractor or any of its officers or members have been so suspended, disbarred, disciplined or prohibited from contracting with any governmental Customer, it shall immediately notify the Customer of same and the reasons therefore together with any relevant facts or information requested by Customer. Any such suspension, disbarment, discipline or prohibition may result in the termination or suspension of this Agreement. Contractor acknowledges that this certification is a material term of this Agreement.

#### **1.20 Sunshine Ordinance**

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

#### **1.21 Conflicts of Interest**

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of Customer'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 would constitute a violation of said

provisions, and agrees that if Contractor becomes aware of any such fact during the Term of this Agreement, Contractor shall immediately notify Customer.

#### **1.22 Notification of Limitations on Contributions**

Through its execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Customer for the selling or leasing of any land or building to or from the Customer whenever such transaction would require approval by an Customer elective officer or the board on which that elective officer serves, from making any campaign contribution to (1) an individual holding an Customer elective office if the contract must be approved by the individual, a board on which that individual serves, or a board 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, 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 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 Customer the names of each person, entity or committee described above.

#### **1.23 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.

DRAFT ONLY

Service Category	Service Code	Service Code Description	Rate	Quantity	Unit	Extended per month	End of Year
<u>Year 1</u>							
F300	F305	POWER EXCEEDING 3.5kW	\$117.00	22	KW/MONTH	\$2,574.00	\$30,888.00
F300	F310	BASIC TENANT MANAGED SERVICES CABINET GOLD CAMP	\$1,709.00	20	CABINET	\$34,180.00	\$410,160.00
G400	G420	NETWORK INSTALLS	\$110.00	20	HOUR	\$2,200.00	\$26,400.00
						<u>\$38,954.00</u>	<u>\$467,448.00</u>
<u>Year 2</u>							
F300	F305	POWER EXCEEDING 3.5kW	\$117.00	22	KW/MONTH	\$2,574.00	\$30,888.00
F300	F310	BASIC TENANT MANAGED SERVICES CABINET GOLD CAMP	\$1,709.00	20	CABINET	\$34,180.00	\$410,160.00
G400	G420	NETWORK INSTALLS	\$110.00	20	HOUR	\$2,200.00	\$26,400.00
						<u>\$38,954.00</u>	<u>\$467,448.00</u>
<u>Year 3</u>							
F300	F305	POWER EXCEEDING 3.5kW	\$117.00	22	KW/MONTH	\$2,574.00	\$30,888.00
F300	F310	BASIC TENANT MANAGED SERVICES CABINET GOLD CAMP	\$1,709.00	20	CABINET	\$34,180.00	\$410,160.00
G400	G420	NETWORK INSTALLS	\$110.00	20	HOUR	\$2,200.00	\$26,400.00
						<u>\$38,954.00</u>	<u>\$467,448.00</u>
						Year 1 Total	\$467,448.00
						Year 2 Total (plus 5%)	\$490,820.40
						Year 3 Total (plus 5%)	\$515,361.42
						<b>3 YEAR IAA Total</b>	<u><u>\$1,473,629.82</u></u>



Mark Farrell, Mayor  
Naomi M. Kelly, City Administrator

John Updike  
Director of Real Estate

May 10, 2018

Through City Administrator Naomi Kelly

Honorable Board of Supervisors  
City and County of San Francisco  
City Hall, Room 244  
1 Carlton B. Goodlett Place  
San Francisco, CA 94102

Subject: Lease - Standard Agreement for I.T. Goods/Services from the California Department of Technology

Dear Board Members:

Attached for your consideration is a Resolution approving and authorizing the renewal of a lease, the Standard Agreement for I.T. Goods/Services Only ("Agreement") for the City's Department of Technology's disaster recovery services. Under the Agreement, the State of California, California Department of Technology, will continue to provide disaster recovery services to the City including the recovery and continuation of the City's information technology and communications infrastructure critical to the City's business functions after a natural or human-made disaster.

**Background**

On May 21, 2013, the Board of Supervisors approved, and Mayor Lee signed on May 31, 2013, Resolution No. 159-13, a new agreement between the City and the State of California Technology Agency, Office of Technology Services for disaster recovery services (back-up data) providing data center service outside of the City allowing for recovery capabilities of some of the City's critical information technology systems.

The initial Agreement provided for six dedicated data cabinets and communication services at the State's data facility at 3101 Gold Center Drive in Rancho Cordova, California. The Agreement provided an initial term of two years (July 1, 2013 – June 30, 2015) and two two-year options to renew. In 2015, the City extended the Agreement through June 30, 2018. At that time the California Department of Technology was the State "contractor" and the City opted for the services of up to 20 cabinets and associated power, installation and administration charges.

Currently, the Department of Technology uses 19 cabinets and desires to renew and expand the services Agreement to up to 30 cabinets for another three years.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 17 PM 3:23  
AK



**Terms**

Term – Three Years July 1, 2018 – June 30, 2021


Monthly Rate - \$62,720 for up to 30 cabinets (lower if less cabinets used)  
Includes power, cables, cabinets, connectivity, dedicated cloud provider

Annual Rate - \$756,840.00 for up to 30 cabinets

Total Maximum for Three Years - \$2,385,938.10

The Department of Technology and the Department of Real Estate recommend approval of the proposed Resolution. If you have any questions regarding the project or the license, please contact Fazululhaque Sheik of DT at 415.581.400 or [Fazululhaque.Sheik@sfgov.org](mailto:Fazululhaque.Sheik@sfgov.org) or Claudia J. Gorham of Real Estate at 415.554.9871 or [Claudia.gorham@sfgov.org](mailto:Claudia.gorham@sfgov.org).

Respectfully,



John Updike  
Director of Property



**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: California Department of Technology	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
Governor Edmund G. Brown, Jr. Alex Padilla, Secretary of State Amy Tong, Director and State Chief Information Officer	
Contractor address: California Technology Agency, P. O. Box 1810, Rancho Cordova, CA 95741	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: \$756,840 per year maximum
Describe the nature of the contract that was approved: Lease and services agreement at State DataCenter	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: ( 415 ) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed