



Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director

Date: March 3, 2014

To: The Honorable Civil Service Commission

Through: Micki Callahan  
Human Resources Director *MC*

From: Bree Mawhorter, SHR  
Sonia Delgado-Schaumberg, MOHCD  
Cynthia Avakian, AIR  
William Lee, DEM  
Shamica Jackson, PUC  
Sean McFadden, RPD  
Jesusa Bushong, FIR  
Jacquie Hale, DPH  
Greg Kato, TTX  
Sheila Layton, JUV  
Joan Lubamersky, GSA

**Subject: Personal Services Contracts Approval Request**

This report contain fifteen (15) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on July 1, 1996.

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

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

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

Total of this Report	YTD Expedited Approvals FY 2013-2014	Total for FY 2013-2014
\$106,823,000	\$4,689,948	\$563,262,836

Bree Mawhorter  
San Francisco Sheriff's Department  
One Carlton B. Goodlett Place, Rm. 450  
San Francisco, CA 94102  
(510) 684-8647

Sonia Delgado-Schaumberg  
Mayor's Office of Housing & Community  
Development  
1 South Van Ness Ave, 5<sup>th</sup> Flr.  
San Francisco, CA 94103  
(415) 701-5540

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

William Lee  
Department of Emergency Management  
1011 Turk Street  
San Francisco, CA 94102  
(415) 558-3866

Shamica Jackson  
Public Utilities Commission  
525 Golden Gate Ave., 8<sup>th</sup> Flr.  
San Francisco, CA 94102  
(415) 554-0727

Sean McFadden  
Recreation & Park Department  
501 Stanyan Street  
San Francisco, CA 94117  
(415) 831-2779

Jesusa Bushong  
Fire Department  
698 2<sup>nd</sup> Street, Rm. 209  
San Francisco, CA 94107  
(415) 558-3615

Jacquie Hale  
Department of Public Health  
101 Grove Street, Rm. 307  
San Francisco, CA 94102  
(415) 554-2609

Greg Kato  
Treasurer & Tax Collector Office  
1 Dr. Carlton B. Goodlett Pl., Rm. 140  
San Francisco, CA 94102  
(415) 554-6888

Sheila Layton  
Juvenile Probation  
375 Woodside Avenue  
San Francisco, CA 94127  
(415) 753-7562

Joan Lubamersky  
General Services Agency  
1 Dr. Carlton B. Goodlett Pl., Rm. 362  
San Francisco, CA 94102  
(415) 554-4859

Table of Contents  
PSC Submissions

<b>Regular PSCs</b>	<b>Department</b>	<b>Page</b>
48796-13/14	Sheriff	1
4064-13/14	Mayor's Office of Housing & Community Dev.	15
41491-13/14	Airport Commission	33
49790-13/14	Emergency Management	41
45340-13/14	Airport Commission	73
45936-13/14	Public Utilities Commission	80
45401-13/14	Public Utilities Commission	88
45419-13/14	Recreation & Park Commission	98
43352-13/14	Fire	102
 <b>Modification PSCs</b>		
3044-13/14	Emergency Management	121
4049-11/12	Public Health	134
4049-09/10	Treasurer/Tax Collector	149
4041-10/11	Airport Commission	165
4085-11/12	Juvenile Probation	175
4021-10/11	General Services Agency – City Admin	213

**POSTING FOR**

March 3, 2014

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

2014-03-03

**APPLY**

<b>PSC No</b>	<b>Dept Designation</b>	<b>PSC Amount</b>	<b>Description of Work</b>	<b>PSC Estimated Start Date</b>	<b>PSC Estimated End Date</b>
48796 - 13/14	SHERIFF	\$400,000.00	Services are needed to provide electronic home detention services and case management services for inmates who qualify for home detention as an alternative to incarceration. Services include adjunct case management to monitor inmate's outpatient participation in substance abuse or mental health programs and urinalysis to monitor sobriety.	April 1, 2014	March 30, 2019
4064 13/14	MAYOR	\$375,000.00	Vendors will provide lead based paint inspections and risk assessments of privately owned properties; collect dust wipes, soil, and paint chip samples and conduct X-Ray Fluorescence (XRF) evaluations in accordance with the Housing and Urban Development (HUD) and other federal, state, and local regulations. These reports will be submitted to the MOHCD's, Lead Hazard Control Program. The properties targeted by the program will be privately owned owner-occupied and tenant occupied properties.	January 1, 2015	November 30, 2019
41491 - 13/14	AIRPORT COMMISSION	\$350,000.00	The Consultant will perform an objective occupational safety and health assessment of the San Francisco International Airport's (SFO) current practices and systems utilizing the standards and requirements of the American National Standards Institute (ANSI), American Industrial Hygiene Association (AIHA) Z10 2012 standard and the Division of Occupational Safety and Health (DOSH, better known as CAL/OSHA). The Consultant will bring industry knowledge and a best practices framework to address any areas for improvement which surface as a result of the assessment.	March 7, 2014	June 30, 2019
49790 - 13/14	DEPARTMENT OF EMERGENCY MANAGEMENT	\$3,000,000.00	The Scope of Work for the Consultant RFP is broken down into phases, with specific tasks and work products required for each phase. The phases have tasks that include radio system inventory, needs assessment and gap analysis, trunked radio design analysis, budget projections, RFP development, system procurement and contract negotiations, and system implementation.	February 3, 2014	January 1, 2019
45340 - 13/14	AIRPORT COMMISSION	\$800,000.00	The San Francisco International Airport ("Airport") is seeking to contract with a vendor for an advanced mass notification and emergency response management system ("System"). The System will serve to notify critical stakeholders in the event of an emergency and will allow the Airport to more effectively manage such emergencies through improved communication. The System must have the capacity to support a subscriber base of 20,000 users in a multi-jurisdictional area (including Airport staff, emergency responders from multiple counties, and members of the surrounding community) exist in a web-based "cloud" environment, provide unlimited message templates and message distributions, allow for remote development of a messaging script in the event of airport network failures, and allow for multiple methods of communication (e.g. text and phone messaging, email, RSS feeds, etc.).	March 4, 2014	June 30, 2021
45936 - 13/14	PUBLIC UTILITIES COMMISSION	\$250,000.00	Provide an audit and evaluation of lessons learned on the Water System Improvement Program (WSIP) and potential for applying such lessons learned on the Sewer System Improvement Program (SSIP).	January 17, 2014	January 17, 2015
45401 - 13/14	PUBLIC UTILITIES COMMISSION	\$5,000,000.00	Perform the functions of San Francisco Public Utilities Commission (SFPUC's) California Independent System Operator (CAISO) scheduling coordination, including submittal of Day Ahead and Real Time interchange schedules, submitting bids, submitting energy trades, managing communications between CAISO and SFPUC schedulers and operators, handling settlements, and other related services.	March 3, 2014	February 1, 2019



PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
45419 - 13/14	RECREATION AND PARK COMMISSION	\$2,000,000.00	Consultants will perform a full range of highly specialized environmental services associated with the planning, design and construction of the SF Marina East Harbor Renovation project. Work scope will include the following: 1) preparation of a comprehensive evaluation of sediment character through sampling and laboratory analysis; 2) development of a dredge management and remediation strategy based on the priorities established for the project; 3) facilitation of the regulatory permitting process for dredging, disposal and containment of sediments on behalf of the City; 4) provide technical expertise during the contracting process; 5) perform environmental monitoring and oversight during the construction process; and 6) prepare a variety of technical reports, presentations, management plans, and other materials needed to satisfy the regulatory agencies.	January 1, 2014	December 31, 2017
43352 - 13/14	FIRE DEPARTMENT	\$1,500,000.00	Provide complete billing and collection services for all Fire Department paramedic ambulance activities. Receive secured data of Department's Electronic Patient Care Reports and transmittal into billing system; data input, scanning and entry of paper pre-hospital care records; coding and medical necessity leveling of incidents; patient contact for follow-up collections; bill and invoice creation, generation, and distribution; industry research on fee structures and "usual and customary" rates; maintain fluency in payer class allowances, as well as changes and updates in the federal reimbursement structures and fee schedules; analyze revenue and provide assessments and projections to financial staff. Provide and assist with maintaining electronic field data capture system for use by field personnel; collection of Continuous Quality Improvement information.	July 1, 2014	June 30, 2018

**TOTAL AMOUNT \$13,675,000**

Posting for March 3, 2014

Proposed Personal Services Contract - Regular

Modification to Increase/Decrease Contract Amount/Duration

PSC No	Dept Description	Modified Amount	Cumulative Amount	Description of Work	PSC Estimated	
					Start Date	End Date
3044-13/14	EMERGENCY MANAGEMENT	\$400,000.00	\$475,000.00	Contractor will plan and coordinate the Bay Area UASI Chemical Biological, Radiological, Nuclear, Explosives (CBRNE) project portfolio. This portfolio consists of \$1 million of investments in equipment necessary to strengthen CBRNE detection, response, and decontamination capabilities throughout the entire Bay Area UASI Region. The contractor will provide a secure and up to date inventory of regional resources that can be easily accessed, understood, and utilized by the region for planning and mutual aid purposes. Contractor will provide input, guidance, and feedback on UASI risk management reports such as the Threat and Hazard Identification and Risk Assessment (THIRA), Bay Area Homeland Security Strategy, and Core Capability Assessment.	7/1/2014	3/31/2017
4049-11/12	PUBLIC HEALTH	\$1,500,000.00	\$3,000,000.00	This modification is for the inclusion of additional trainings in support of the service excellence projects currently underway within the Department of Public Health. Additional trainings will focus on expanding the Kaizen and LEAN trainings(Toyota Production System)in support of the SFGH rebuild, roll out of the Affordable Care Act, and various service delivery integration initiatives underway within the Department. As a component of these additional services Department staff are learning the skills to be in-house subject matter experts in the areas of interest. By having in-house experts the Department can better incorporate the service excellence initiatives into existing work practices thereby limiting the need for ongoing outside consultants to the initial phase of any given project.	1/1/2012	6/30/2023
4049-09/10	TREASURER/TAX COLLECTOR	\$0.00	\$120,000.00	Perform supplemental collection services on delinquent accounts referred by various city departments; also perform credit reporting, skip-tracing, notice issuance and negotiation of payments plans. Contractor receives the maximum of 20% of collected funds as a commission fee.	1/1/2014	12/31/2018
4041-10/11	AIRPORT	\$1,200,000.00	\$1,840,000.00	Mod 1 - Add required software maintenance and licensing fees to the software service. Mod 2 - Extend term of service through 2017 and upgrade software version.	3/4/2014	2/9/2017

4085-11/12	JUVENILE PROBATION	\$48,000.00	\$144,000.00	The Ombudsperson is responsible for resolving grievances submitted by detained youth at Juvenile Probation Department (JPD) detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.	4/1/2014	3/31/2015
4021-10/11	GENERAL SERVICES AGENCY - CITY ADM	\$90,000,000.00	\$179,000,000.00	The Risk Management Division of the Office of the City Administrator seeks to reestablish a pool of as-needed insurance brokers and to place insurance and provide specialized support and independent analysis (e.g., act as independent insurance advisor, proactively analyze the City's insurance programs and identify risk transfers and risk financing options), risk analysis and Enterprise Risk Management consultant services (e.g., assess risks and propose an enterprise solution to mitigate/measure/improve the City's risk profile), insurance services (e.g., design policies and programs most advantageous to the City for coverage of exposures), and claims support services (e.g., represent the City in policy interpretation and negotiations with carriers.) The pool will be utilized by multiple departments including the Airport, SFMTA, SFPUC, and Port. During the six year period, approximately \$53 million will be for insurance premiums and approximately \$7 million for risk management consultant services. Vendors will also train City managers on new international standards for Enterprise Risk Management.	9/1/2010	11/26/2021

**Total Modified Amount: \$93,148,000.00**

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

Blank Page

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF -- SHF Dept. Code: SHF

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Electronic Monitoring and Home Detention

Funding Source: General Fund PSC Duration: 4 years 52 weeks  
PSC Amount: \$400,000 PSC Est. Start Date: 04/01/2014 PSC Est. End Date: 03/30/2019

**1. Description of Work**

A. Scope of Work:

Services are needed to provide electronic home detention services and case management services for inmates who qualify for home detention as an alternative to incarceration. Services include adjunct case management to monitor inmate's outpatient participation in substance abuse or mental health programs and urinalysis to monitor sobriety.

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

This service is necessary so participants can return to their community with the opportunity for the Department to track their compliance with sentencing requirements. If this contract extension is denied, persons released to electronic monitoring would be removed from the program and returned to custody.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.  
This service is currently performed under PSC#4125-11/12 and PSC#1002-09/10

D. Will the contract(s) be renewed? The department issued RFP #1014-01 on October 16, 2013.

**2. Union Notification:** On 12/16/2013, the Department notified the following employee organizations of this PSC/RFP request: SF Sheriff's Managers and Supv, SEIU Local 1021, SEIU 1021 Miscellaneous, Professional & Tec

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48796 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/03/2014

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

- A. Specify required skills and/or expertise:  
Contractor's staff must be trained and experienced in monitoring participants with proprietary electronic bracelets, alcohol testing and urinalysis. In addition, staff must be able to track participants on real-time digital maps, via proprietary specialized communication systems. Contractor's staff notifies sworn staff when participants violate the terms of their monitoring.
- B. Which, if any, civil service class(es) normally perform(s) this work?
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
Yes. Contractor will provide electronic GPS bracelets, wearable alcohol monitoring devices and hand-held portable alcohol testing devices.

**4. Why Classified Civil Service Cannot Perform**

- A. Explain why civil service classes are not applicable:  
No civil service class provides all the duties enumerated above. Further, the Sheriff's Department cannot accurately predict on a month-to-month basis how many inmates will qualify for electronic monitoring.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, given the duties associated with the services, it would not be practical to adopt a civil service classification to combine electronic bracelet monitoring via specialized communication systems, with case management and alcohol testing services.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/29/2014 BY:

Name: Bree Mawhorter Phone: 5106848647 Email: bree.mawhorter@sfgov.org  
 Address: 1 Dr. Carlton Goodlett Place San Francisco, CA

**Receipt of Union Notification(s)**

◆ **Local 1021 and Waiver**

◆ **MSA**

◆ **Local 21**



**Mawhorter, Bree**

---

**From:** David Canham <david.canham@seiu1021.org>  
**Sent:** Tuesday, January 28, 2014 12:30 PM  
**To:** Mawhorter, Bree  
**Cc:** Mirkarimi, Ross  
**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 48796 - 13/14

Bree,

We will approve the waiver.

Thanks,

David Canham  
SF Field Director  
SEIU 1021  
P: 415-848-3676  
F: 415-431-6241  
E: david.canham@seiu1021.org  
DC/seiu1021/ctw

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

**From:** Mawhorter, Bree [mailto:bree.mawhorter@sfgov.org]  
**Sent:** Monday, January 13, 2014 3:58 PM  
**To:** David Canham  
**Cc:** Mirkarimi, Ross  
**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 48796 - 13/14

David-

The attached PDF is a print-out of PSC # 48796 - 13/14 for Electronic Monitoring and Home Detention Services, which is now under review. It is an extension of PSC 1002-09/10 (06.01.2010-12.31.2011) and PSC 4125-11/12 (1.1.2012-3.31.2013) neither of which was contested by SEIU. The attached word document is the original PSC request form submitted in 2009-2010.

Bree

Bree  
Bree Mawhorter  
San Francisco Sheriff's Department  
Deputy Director / CFO  
415.554.4316

1 Dr. Carlton B Goodlett Place, 456

**Mawhorter, Bree**

---

**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 48796 - 13/14

---

**From:** Mawhorter, Bree  
**Sent:** Thursday, January 02, 2014 10:14  
**To:** Adams, Lisette  
**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 48796 - 13/14

Cpt-

The Sheriff's Department would like to request a 30-day waiver for PSC 48796-13/14 for Electronic Monitoring and Home Detention Services. See detail below. As this work has been performed under two previous PSC's, both of which were uncontested by the MSA (PSC 1002-09/10 from 06.01.2010-12.31.2011 and PSC 4125-11/12 from 1.1.2012-3.31.2013) the Department believes that this PSC will have no negative impact on the MSA.

If you are willing to grant this waiver, please reply to this email and give your approval January 7.

Without this waiver, the CSC cannot consider the PSC at the February 3, 2013 meeting, which must occur in order for the BOS to review and approve the contract prior to the 3.31.2014 expiration date. Your consideration would be greatly appreciated. If you have any questions, please do not hesitate to contact me.

Bree

Bree Mawhorter  
San Francisco Sheriff's Department  
Deputy Director / CFO  
415.554.4316

1 Dr. Carlton B Goodlett Place, 456  
San Francisco, CA 94102

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [mailto:[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)]  
**Sent:** Monday, December 16, 2013 4:21 PM  
**To:** Mawhorter, Bree; [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net);  
[Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org); [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org);  
[dwilson1877@yahoo.com](mailto:dwilson1877@yahoo.com); Marquez, Lorena; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48796 - 13/14

RECEIPT for Union Notification for PSC 48796 - 13/14 more than \$100k

The SHERIFF – SHF has submitted a request for a Personal Services Contract (PSC) 48796 - 13/14 for \$400,000 for Initial Request services for the period

04/01/2014 – 03/30/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/990>

Email sent to the following addresses: [dwilson1877@yahoo.com](mailto:dwilson1877@yahoo.com) for Deputy Sheriff's Association  
[L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) for Professional & Tech Engrs, Local 21 [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org) for  
Professional & Tech Engrs, Local 21 [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org) for SEIU Local 1021  
[joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net) for SEIU Local 1021 [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) for SEIU Local 1021  
[tiya.thiang@seiu1021.org](mailto:tiya.thiang@seiu1021.org) for SEIU Local 1021

## Dang, Leorah

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Monday, December 16, 2013 4:21 PM  
**To:** Mawhorter, Bree; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; dwilson1877@yahoo.com; Marquez, Lorena; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48796 - 13/14

RECEIPT for Union Notification for PSC 48796 - 13/14 more than \$100k

The SHERIFF – SHF has submitted a request for a Personal Services Contract (PSC) 48796 - 13/14 for \$400,000 for Initial Request services for the period 04/01/2014 – 03/30/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/990>

Email sent to the following addresses: [dwilson1877@yahoo.com](mailto:dwilson1877@yahoo.com) for Deputy Sheriff's Association  
[L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) for Professional & Tech Engrs, Local 21 [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org) for Professional & Tech Engrs, Local 21 [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org) for SEIU Local 1021 [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net) for SEIU Local 1021 [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) for SEIU Local 1021 [tiya.thlang@seiu1021.org](mailto:tiya.thlang@seiu1021.org) for SEIU Local 1021

Blank Page

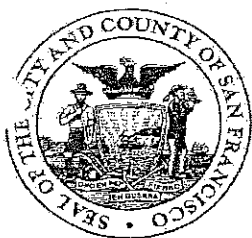
**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4125-11/12

4125-11/12  
Similar



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

December 4, 2013

SCOTT R. HELDFOND  
PRESIDENT

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

E. DENNIS NORMANDY  
VICE PRESIDENT

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 4053-13/14; 44422-13/14; 43208-13/14; 49930-13/14; 4125-11/12; 4026-06/07; 3071-12/13 AND 3092-12/13.**

DOUGLAS S. CHAN  
COMMISSIONER

KATE FAVETTI  
COMMISSIONER

At its meeting of **December 2, 2013** the Civil Service Commission had for its consideration the above matter.

GINA M. ROCCANOVA  
COMMISSIONER

The Commission took the following actions:

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

- 1) Commissioner RoccanoVA was recused from voting on PSC numbers 3071-12/13 and 3092-12/13.
- 2) Approved PSC numbers 3071-12/13 and 3092-12/13.
- 3) Approved the request for all remaining PSCs. Adopted the report; notified the Office of the Controller and the Office of Contract Administration.

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

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

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

### Attachment

Cc: Cynthia Avakian, Airport Commission  
 Parveen Boparai, Municipal Transportation Agency  
 Micki Callahan, Department of Human Resources  
 Lily Conover, Controller's Office  
 Brent Lewis, Department of Human Resources  
 Bree Mawhorter, San Francisco Sheriff's Department  
 Merrick Pascual, Economic & Workforce Environment  
 Ben Rosenfield, Controller's Office  
 Jaci Fong, Office of Contract Administration  
 Commission File  
 Chron

**POSTING FO**

12/02/2013

**PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION**

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4125-11/12	06	Sheriff	Regular	\$0	\$1,150,000	Services are needed to provide electronic home detention monitoring and case management services for inmates who qualify for home detention as an alternative to incarceration. Services include adjunct case management to monitor inmate's outpatient participation in substance abuse or mental health programs and urinalysis to monitor sobriety.	7/1/2010 - 3/31/2014
3071-12/13	09	Controller	Regular	\$500,000	\$1,535,000	In 2006, the City selected JobAps through a Request for Proposals (RFP) process to provide the City a website and web-based vendor-hosted job application system. The City currently uses JobAps to post, accept and process job applications, including examinations, as an integral component of the City's hiring/referral process. The JobAps applications is integral to Project eMerge's ability to implement a full-service Human Capital Management system that satisfies the City's civil service employee appointment business requirements. Additionally, the application furthers the cloud computing direction of the City. The JobAps contract requires an annual hosting fee. On an as-needed basis, JobAps must configure the proprietary system to meet the City's changing business requirements.	9/1/2006 - 1/31/2016
3071-12/13	21	Business, Economic Development	Regular	\$103,100	\$153,000	The Office of Economic and Workforce Development (OEWD) is working with the Golden State Warriors to build a multi-purpose venue on Piers 30-32 and on Seawall Lot 330. A16-member Citizen Advisory Committee (CAC) has been established to solicit public feedback and provide recommendations around various topics pertaining to the proposal. To this end, OEWD requires consultation assistance in facilitating, gathering, and synthesizing information from multiple CAC meetings; requiring coordination, interviews, and consistent communication with members and the City, technical support, developing a toolkit and templates to guide the committee and subcommittees, and in developing summaries of feedback and recommendations based on public/member input.	3/5/2013 - 6/30/2015
3092-12/13	21	Business, Economic Development	Regular	\$250,100	\$300,000	The Office of Economic and Workforce Development (OEWD) is working with the Golden State Warriors to build a multi-purpose venue on Piers 30-32 and on Seawall Lot 330. To this end, OEWD requires assistance in evaluating and analyzing the project's impact on a qualitative basis. The in-depth real estate economic analysis is required to determine whether the proposed benefits and impacts are commensurate with the negotiation process with the developer.	4/15/2013 - 6/30/2015

**Sum of Modified Amounts: \$853,200**



PERSONAL SERVICES CONTRACT SUMMARY

DATE: 10/18/2013

DEPARTMENT NAME: SHERIFF

DEPARTMENT NUMBER: 06

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

TYPE OF REQUEST: [ ] INITIAL REQUEST [X] MODIFICATION (PSC # 4125-11/12)

TYPE OF SERVICE: Electronic Home Detention and Monitoring Services

FUNDING SOURCE: General Funds

Table with 4 columns: Amount, Duration, and PSC# for Original, Mod#1, Mod#2, Mod#3, and Total. Total Amount as Modified: \$1,150,000.00. Total Duration as Modified: 07/01/2010 - 03/31/2014.

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Services are needed to provide electronic home detention monitoring and case management services for inmates who qualify for home detention as an alternative to incarceration.

B. Explain why this service is necessary and the consequence of denial: This service is necessary so participants can return to their community with the opportunity for the Department to track their compliance with sentencing requirements.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service is currently performed under PSC #4125-11/12 and PSC #1002-09/10.

D. Will the contract(s) be renewed? The department issued RFP #2014-01 on October 16,2013

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

[X] MSA DSA SEIU 1021 IFPTE Local 21 Union Name Signature of person mailing/faxing form Date

[ ] Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor's staff must be trained and experienced in monitoring participants with proprietary electronic bracelets, alcohol testing and urinalysis. In addition, staff must be able to track participants on real-time digital maps, via proprietary specialized communication systems. Contractor's staff notifies sworn staff when participants violate the terms of their monitoring.

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

There is currently no civil service classification that combines the following duties: monitoring persons who are sentenced to home detention via a specialized system that communicates with electronic bracelets, case management and alcohol testing services.

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

Yes, the Contractor must possess a facility to house communications systems and provide electronic bracelets and alcohol testing devices.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

No civil service class provides all the duties enumerated in 3B above. Further, the Sheriff's Department cannot accurately predict on a month-to-month basis how many jail inmates will qualify for electronic monitoring.

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

No, given the duties associated with the services, it would not be practical to adopt a civil service classification to combine electronic bracelet monitoring via specialized communication systems, with case management and alcohol testing services.

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

Yes No

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

B. Will the contractor train City and County employees?

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


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

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

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? We are currently under contract with Sentinal Offender Services, LLC.

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

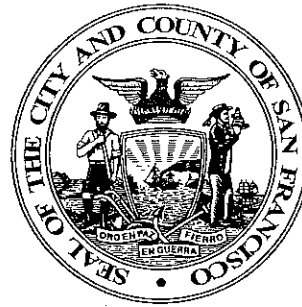
  
 \_\_\_\_\_  
 Signature of Departmental Personal Services Contract Coordinator  
 Bree Mawharter  
 \_\_\_\_\_  
 Print or Type Name  
 554 4316  
 \_\_\_\_\_  
 Telephone Number

# City and County of San Francisco

---

## OFFICE OF THE SHERIFF

---



Ross Mirkarimi  
SHERIFF

---

(415) 554-7225

---

November 4, 2013  
Reference #2013-020

### MEMORANDUM

To: Civil Service Commission Members

From: Bree Mawhorter, CFO

Subject: Request for Amendment to PSC# 4125-11/12

In FY09-10, the Civil Service Commission (CSC) approved the San Francisco Sheriff's Department's (SFSD) request for a Professional Services Contract for Electronic Monitoring services through December 31, 2011, as requested via PSC Form 1 #1002-09/10. CSC approval of the PSC was transmitted via the Notice of Civil Service Commission Action (NOA) from the Commission Meeting held April 5, 2010. This Notice of Civil Service Commission Action referenced PSC #1002-09/10.

In FY11/12 the CSC approved SFSD's request to increase PSC #1002-09/10 by \$400,000. PSC #1002-09/10 expired on December 31, 2011. In order to continue providing professional services related to Electronic Monitoring, SFSD submitted a new PSC Summary Form 1 on March 13, 2012, which resulted in a new PSC number, PSC# 4125-11/12. On May 21, 2012 the CSC reviewed PSC# 4125-11/12 and determined that the scope of work was the same as PSC #1002-09/10. Based on this determination, the CSC directed the Department of Human Resources (DHR) to modify PSC #1002-09/10 rather than create a new PSC as requested by the Department. During processing, PSC# 4125-11/12 was used inadvertently. As a result, the May 21, 2012 Personal Services Contracts Approval Request memo from the Civil Service Commission noted the PSC number as PSC# 4125-11/12.

SFSD is now requesting an extension of PSC# 4125-11/12 to March 31, 2014 to allow the Department sufficient time to competitively bid a new Electronic Monitoring Contract. Civil Service Commission staff advise that, should this request for an extension be granted, the extension should be recorded as modification #3 combining modifying PSC #1002-09/10 with PSC# 4125-11/12 for a continuous flow and record purposes.

Please call Bree Mawhorter at (415) 554-4316 with any questions you may have regarding this request.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: December 11, 2013

DEPARTMENT NAME: Mayor's Office of Housing & Community Development (MOHCD) DEPARTMENT NUMBER 21

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

TYPE OF REQUEST: [x] INITIAL REQUEST [ ] MODIFICATION (PSC# [ ] )

TYPE OF SERVICE: Lead based paint inspections and risk assessments of privately owned properties

FUNDING SOURCE: Department of Housing and Urban Development (HUD) lead remediation grants and Community Development Block Grant (CDBG) funds

PSC AMOUNT: \$375,000 PSC DURATION: January 1, 2015 to 11/30/2019 (4 yrs 47 wks)

1. DESCRIPTION OF WORK

- A. Concise description of proposed work: Vendors will provide lead based paint inspections and risk assessments of privately owned properties; collect dust wipes, soil, and paint chip samples and conduct X-Ray Fluorescence (XRF) evaluations in accordance with the Housing and Urban Development (HUD) and other federal, state, and local regulations. These reports will be submitted to the MOHCD's, Lead Hazard Control Program. The properties targeted by the program will be privately owned owner-occupied and tenant occupied properties.
B. Explain why this service is necessary and the consequences of denial: In a City where over 90% of residential units contain lead based paint, MOHCD administers a HUD sponsored grant program to reduce and control lead based paint hazards in housing for low-income families. Denial of these services would put low-income families with young children at greater risk of lead poisoning, would put MOHCD at risk of not meeting its HUD grant obligation, and force a shutdown of the program.
C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service has been approved previously (on November 16, 2009) - contract number 4062-09/10. The contract will expire December 31, 2014, but the federal HUD guidelines which govern the Lead Hazard Control program were updated in 2012. Because of these updates, the contract needs to reflect the new guidelines.
D. Will the contract(s) be renewed: Not yet determined.

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

Professional & Tech Engrs, Local 21 Union Name Signature of person mailing/faxing form Date October 1, 2013 Revised 10/7/2013
SEIU 1021 Union Name Signature of person mailing/faxing form Date October 1, 2013 Revised 10/7/2013

RFP sent to [ ] on [ ] Signature [ ]

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4064-13/14 STAFF ANALYSIS/RECOMMENDATION: Approved W 2/14/2014

CIVIL SERVICE COMMISSION ACTION:

**DESCRIPTION OF REQUIRED SKILLS/EXPERTISE**

- A. Specify required skills and/or expertise:  
*Specialized, licensed, and certified experience in the field of home renovation and lead hazard reduction is necessary to perform these required services. This requires expertise in home renovation and lead remediation as well as a comprehensive and extensive knowledge and application of the federal regulations established by HUD and Occupational Safety and Health Administration (OSHA) and by State regulations established by the California Department of Public Health. Specific certifications required - California Department of Public Health; Inspector/Assessor (I/A) Certificate and certificate to own and operate an X-Ray Fluorescence (XRF) instrument.*
- B. Which, if any, civil service class normally performs this work?  
*While the Department of Public Health (DPH) has positions that perform similar type of work, the department does not meet the needs of our programs. DPH performs some lead based paint testing, but not to the extent needed; we require comprehensive lead evaluations, identification of lead hazards present on the property, and analysis and recommendations on methods of remediation all in accordance to the 2012 HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Deviation from the HUD guidelines puts the program at risk.*
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
*Yes, the perspective vendor must own and be certified to operate an XRF analyzer. The XRF instrument is used to determine the chemistry of a sample by measuring the spectrum of the characteristic x-ray emitted by the different elements in the sample when it is illuminated by x-rays.*

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

- A. Explain why civil service classes are not applicable:  
*No other department for the City solely performs this type of work; risk assessments and lead hazard analysis of privately owned properties or provides reports of the assessments and analytical work.*
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
*No, it would only be practical if the City permanently funded and administered a program targeting privately owned properties. As it stands the MOHCD program is supported by competitive grants from HUD.*

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

- |  |                              |                                     |
|--|------------------------------|-------------------------------------|
|  | <u>Yes</u>                   | <u>No</u>                           |
| A. Will the contractor directly supervise City and County employees?   | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees?  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Describe the training and indicate approximate number of hours.</li> <li>• Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.</li> </ul> |                              |                                     |
| C. Are there legal mandates requiring the use of contractual services?   | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?   | <input type="checkbox"/> TBD | <input type="checkbox"/> TBD        |

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



Signature of Departmental Personal Services Contract Coordinator

**Sonia Delgado-Schaumberg**

**415.701.5540**

Print or Type Name

Telephone Number

**1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103**

Address

**Receipt of Union Notification(s)**

◆ **Local 1021**

◆ **Local 21**

## Dang, Leorah

---

**From:** Delgado-Schaumberg, Sonia  
**Sent:** Monday, October 07, 2013 9:46 AM  
**To:** L21PSCReview@ifpte21.org; ahall@cirseiu.org; brook.demmerle@seiu1021.org; david.canham@seiu1021.org; dennis.mclaughlin@seiu1021.org; pattie.tamura@seiu1021.org; roxanne.sanchez@seiu1021.org; sharizinn@yahoo.com; tiya.thlang@seiu1021.onmicrosoft.com; tonette.garcia@seiu1021.org  
**Cc:** DHR-PSCCoordinator, DHR  
**Subject:** MOHCD Lead Hazard Control Program - Lead-based paint Inspections and Risk Assessments (LIRA)  
**Attachments:** 2013 LIRA PSC Form 1.pdf

*My apologies for the resend. I have made some minor revisions and did not include all of the 1021 representatives.*

Dear Union Partners,

Please find enclosed the PSC summary form for a potential City contract. The Mayor's Office of Housing and Community Development (MOHCD) administers a grant program to control lead based paint hazards in privately owned homes of low-income families. Funding for the program has been awarded to MOHCD after a competitive grant application to HUD's Office of Healthy Homes and Lead Hazard Control. This PSC aims to procure lead hazard control project monitoring services in privately owned San Francisco properties; including owner-occupied and tenant occupied single family and multi-family properties. The vendor will verify compliance of contractor construction practices with City, State, and Federal regulations, and conduct clearance inspections in accordance with HUD's 2012 Guidelines for the Evaluation and Control of Lead Based Paint Hazards. MOHCD will require regular assessment and analytical reports of contractor performance in addition to specialized, licensed, and certified experience in the field of home renovation and lead hazard reduction. This requires expertise in home renovation and lead remediation as well as a comprehensive and extensive knowledge and application of the federal regulations established by HUD, EPA, and OSHA and by State regulations established by the California Department of Public Health. The successful vendor will be required to possess the California Department of Public Health; Inspector/Assessor (I/A) Certificate and Project Monitor (PM) Certificate.

Your review and approval of this PSC request will be greatly appreciated prior to **Monday, December 10, 2013** (60 days from today). Our intention is to request a calendar date to the Civil Service Commission by December 11, 2013.

Thank you for your cooperation. Should you have any questions or need for clarification please do not hesitate to contact me at your earliest convenience.

Regards,  
Sonia Delgado-Schaumberg  
Housing Rehab Programs Manager  
Mayor's Office of Housing and Community Development  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
415.701.5500 (main)

## Dang, Leorah

---

**From:** Delgado-Schaumberg, Sonia  
**Sent:** Tuesday, October 01, 2013 4:21 PM  
**To:** bmuscat@ifpte21.org; aprebys@ifpte21.org; bbritton@ifpte21.org;  
roxanne.sanchez@seiu1021.org  
**Cc:** Dang, Leorah  
**Subject:** 2013 LIRA PSC Request for Approval  
**Attachments:** 2013 LIRA PSC Summary.pdf

Dear Union Partners,

Please find enclosed the PSC summary form for a potential City contract. The Mayor's Office of Housing and Community Development (MOHCD) administers a grant program to control lead based paint hazards in privately owned San Francisco homes. Funding for the program has been awarded to MOHCD after a competitive grant application to HUD's Office of Healthy Homes and Lead Hazard Control. This PSC aims to procure lead based paint inspections and risk assessment services of privately owned properties and requires the collection and analysis of dust wipe, soil, and paint chip samples. It also requires the vendor to conduct XRF evaluations in accordance with HUD and other federal, state, and local regulations. The program requires comprehensive lead evaluations, identification of lead hazards present on the property, and analysis and recommendations on methods of remediation of hazards in accordance to the 2012 HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing in the form of a report to the Mayor's Office of Housing and Community Development, Lead Hazard Control Program. The report will be used to reduce and control lead based paint hazards in homes for low-income families with young children.

Your review and approval of this PSC request will be greatly appreciated prior to Monday, December 2, 2013 (60 days from today). Our intention is to request a calendar date to the Civil Service Commission by December 10, 2013.

Thank you for your cooperation. Should you have any questions or need for clarification please do not hesitate to contact me at your earliest convenience.

Regards,  
Sonia Delgado-Schaumberg  
Housing Rehab Programs Manager  
Mayor's Office of Housing and Community Development  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
415.701.5500 (main)  
415.701.5501 (fax)  
415.701.5540 (direct line)  
[sonia.delgado-schaumberg@sfgov.org](mailto:sonia.delgado-schaumberg@sfgov.org)  
SFMOHCD.org



## **Additional Attachment**

- **Electronic Communication between Mayor's Office of Housing & Community Development (MYR) and Local 21**

## **Delgado-Schaumberg, Sonia**

---

**From:** Delgado-Schaumberg, Sonia  
**Sent:** Tuesday, January 28, 2014 2:26 PM  
**To:** 'Kyra Byrne Steele'  
**Cc:** Ging Louie; Holle, Shawn; Yanga, Teresa; Dang, Leorah  
**Subject:** RE: MOHCD Lead Hazard Control Program - Risk Assessor  
**Attachments:** 2013 LIRA PSC Form 1 RESUBMISSION.pdf; 2013 Lead PM PSC Form 1 RESUBMISSION.pdf; 2013 Lead PM PSC Form 1.pdf; 2013 LIRA RA PSC Form 1.pdf; 2013 Lead PM PSC Union Notification.pdf; 2013 LIRA PSC RA Union Notification.pdf

**Importance:** High

Hi Kyra,

I was able to work out the kinks in the system with the help of DHR for both of the PSCs that we have been discussing below.

DHR is currently reviewing the information, but we are scheduled at the March 3rd Commission hearing and the two PSC numbers are as follows:

1. 4064-13/14 - Lead based paint inspections and risk assessments of privately owned properties; and 2. 4065-13/14 - Lead based paint project monitoring of privately owned properties.

Attached please find the historical PSC form 1, initial union notification, and resubmission of the PSC form 1 for both items.

Please let me know if you have any questions.

Regards,  
Sonia

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

**From:** Kyra Byrne Steele [mailto:kbsteele@ifpte21.org]  
**Sent:** Wednesday, January 22, 2014 10:53 AM  
**To:** Delgado-Schaumberg, Sonia  
**Cc:** Ging Louie; Holle, Shawn; Yanga, Teresa  
**Subject:** RE: MOHCD Lead Hazard Control Program - Risk Assessor

Ok- please let me know when that happens.

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

**From:** Delgado-Schaumberg, Sonia [mailto:sonia.delgado-schaumberg@sfgov.org]  
**Sent:** Wednesday, January 22, 2014 10:40 AM  
**To:** Kyra Byrne Steele  
**Cc:** Ging Louie; Holle, Shawn; Yanga, Teresa  
**Subject:** RE: MOHCD Lead Hazard Control Program - Risk Assessor

Kyra,

Thanks for the information and I believe you are correct. However, I think I may have to start all over and submit the PSCs into the database system this time (since the system is up and running now). If so, you will most likely receive a couple of automated emails about the 2 PSCs. I will provide this email as evidence that we have come to an agreement and I believe then they will put the PSCs on the CSC hearing agenda.

Sonia

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

From: Kyra Byrne Steele [mailto:kbsteele@ifpte21.org]  
Sent: Wednesday, January 22, 2014 10:29 AM  
To: Delgado-Schaumberg, Sonia  
Cc: Ging Louie; Holle, Shawn; Yanga, Teresa  
Subject: RE: MOHCD Lead Hazard Control Program - Risk Assessor

Yes, the same would apply.

I assume you would schedule this for CSC hearing and we would jointly appear on the CA, correct?

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

From: Delgado-Schaumberg, Sonia [mailto:sonia.delgado-schaumberg@sfgov.org]  
Sent: Wednesday, January 22, 2014 9:44 AM  
To: Kyra Byrne Steele  
Cc: Ging Louie; Holle, Shawn; Yanga, Teresa  
Subject: RE: MOHCD Lead Hazard Control Program - Risk Assessor  
Importance: High

Hi Kyra,

We would like to go forward with your proposal for the Risk Assessor PSC. Does this same proposal also apply to the Project Monitor PSC?

Now that we have come to an agreement, what is the next step?

Sonia

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

From: Kyra Byrne Steele [mailto:kbsteele@ifpte21.org]  
Sent: Tuesday, January 14, 2014 10:45 AM  
To: Delgado-Schaumberg, Sonia  
Cc: Ging Louie; Holle, Shawn; Yanga, Teresa  
Subject: RE: MOHCD Lead Hazard Control Program - Risk Assessor

Hi Sonia,

My understanding is that the numbers were adjusted based on the new numbers you provided which are accounted for below.

The change is based on the three-year period over which the inspections will be conducted versus the one year period that we understood to be the timeframe discussed at our first meeting.

A possible resolution to this from our perspective would be to agree to a conditional approval of this PSC with your agreement that to develop a concrete plan for having the work be brought in-house in the future. What we object to is contracting out our members' work because it is easier and cheaper than using in-house City employees.

We understand your time constraints and realize you cannot prolong this, so if we have a fundamental disagreement over this, both sides can address it at the Civil Service Commission.

Thanks,  
Kyra

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

From: Delgado-Schaumberg, Sonia [mailto:sonia.delgado-schaumberg@sfgov.org]  
Sent: Tuesday, January 14, 2014 9:32 AM  
To: Kyra Byrne Steele  
Cc: Ging Louie; Holle, Shawn; Yanga, Teresa  
Subject: RE: MOHCD Lead Hazard Control Program - Risk Assessor  
Importance: High

Hi Kyra,

I'm getting concerned over the delay in response. As mentioned in my previous response to your email below, this is the same information that we showed Ging and Shawn at our last meeting and they said that this is not what they were referring to. I'm not exactly sure what's going on so I'm hoping you can help us finalize the issue. We seem to be in the same place for almost 2 months now....

Sonia

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

From: Kyra Byrne Steele [mailto:kbsteele@ifpte21.org]  
Sent: Monday, December 23, 2013 10:47 AM  
To: Delgado-Schaumberg, Sonia  
Subject: RE: MOHCD Lead Hazard Control Program - Risk Assessor

Hi Sonia,

I'm not sure if this is the information you're looking for but this is what I've gathered from Shawn and Ging:

- Gun and training costs would be the same (Total would be around 15K for the one time investment)
- Annual calibration fee of about \$250 per year.
- Going by new numbers provided by you, (50 sites per year x 3 years) That would be 330 hours per year of work times whatever labor multiplier you use. Seems like it would be around 50k per year.

Let me know if that's not what you were referring to in terms of numbers.

Feel free to call me as well.

Kyra

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

From: Delgado-Schaumberg, Sonia [mailto:sonia.delgado-schaumberg@sfgov.org]  
Sent: Wednesday, December 18, 2013 11:36 AM  
To: Kyra Byrne Steele  
Cc: Yanga, Teresa; Ging Louie; shwan.holle@sfdph.org  
Subject: RE: MOHCD Lead Hazard Control Program - Risk Assessor

Thanks Kyra!

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

From: Kyra Byrne Steele [mailto:kbsteele@ifpte21.org]  
Sent: Wednesday, December 18, 2013 11:15 AM  
To: Delgado-Schaumberg, Sonia  
Cc: Yanga, Teresa; Ging Louie; shwan.holle@sfdph.org  
Subject: RE: MOHCD Lead Hazard Control Program - Risk Assessor

Hi Sonia,

I'm checking in with them and will get back to you as soon as I can.

Kyra

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

From: Delgado-Schaumberg, Sonia [mailto:sonia.delgado-schaumberg@sfgov.org]  
Sent: Wednesday, December 18, 2013 11:07 AM  
To: Kyra Byrne Steele  
Cc: Yanga, Teresa; Ging Louie; shwan.holle@sfdph.org  
Subject: MOHCD Lead Hazard Control Program - Risk Assessor

Hi Kyra,

It's been a couple of weeks now since we met last with Ging and Shwan regarding the our PSC requests. We ended that meeting with Shwan and Ging saying that they would be getting back to us with some numbers. I wanted to follow up before the Holiday break so that our work is not affected. Would you happen to know where this stands?

Hope all is well....

Sonia

Sonia Delgado-Schaumberg  
Housing Rehab Programs Manager  
Mayor's Office of Housing and Community Development  
1 South Van Ness Avenue, 5th Floor  
San Francisco, CA 94103  
415.701.5500 (main)  
415.701.5501 (fax)  
415.701.5540 (direct line)  
sonia.delgado-schaumberg@sfgov.org  
SFMOHCD.org

Blank Page

Blank Page

**Additional Attachment(s) of Explanation**

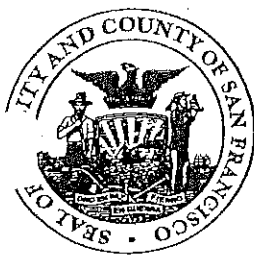
◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4062-09/10



4062-09/10



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

MORGAN R. GORRONO  
PRESIDENT

E. DENNIS NORMANDY  
VICE PRESIDENT

JOY Y. BOATWRIGHT  
COMMISSIONER

DONALD A. CASPER  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

November 5, 2009

## NOTICE OF CIVIL SERVICE COMMISSION MEETING

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4060-09/10; 4062-09/10; 4063-09/10 AND 4061-09/10.**

The above matter will be considered by the Civil Service Commission at a meeting to be held on **November 16, 2009 at 2:00 p.m. in Room 400**, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the ratification agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

*All nonprivileged materials being considered by the Civil Service Commission for this item are available for public inspection and copying at the Civil Service Commission office Monday through Friday from 8:00 a.m. to 5:00 p.m.*

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

### Attachment

- c: Parveen Boparai, Municipal Transportation Agency
- Micki Callahan, Human Resources Director
- Oliver Hack, Mayor's Office of Housing
- Rich Hillis, Mayor's Office of Economic & Workforce Development
- Jessica Huey, Department of Human Resources
- Mary Ng, Department of Human Resources
- Commission File
- Commissioners Binder
- Chron

POSTINGS FOR  
November 16, 2009

PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4060-09/10	35	SF Municipal Transportation Agency	Regular	\$ 6,000,000	Provide financial advisory services on an as-need basis. MTA intends to select a pool of consultants to assist with developing a long-term financial plan to ensure funding for major capital projects. Services include financial planning, debt management, project analysis, financing document development, bond marketing, and related services.	01-Nov-14
4062-09/10	25	Mayor's Office of Housing	Regular	\$ 375,000	Provide lead risk assessment and analysis of privately owned single family homes and tenant occupied multi-family properties. Services also include collecting dust wipes, conducting XRF and soil sample evaluations in accordance with HUD and other Federal guidelines.	30-Jun-13
4063-09/10	25	Mayor's Office of Housing	Regular	\$ 300,000	Perform project monitoring for lead hazard reduction and rehab work of participating properties that include privately owned single family homes and tenant occupied multi-family properties. Services include verifying contractor compliance with City and State regulations, conducting clearance inspections in accordance with HUD & Federal guidelines, submit assessment and analytical reports to MOH.	30-Jun-13

PERSONAL SERVICES CONTRACT SUMMARY

DATE: October 21, 2009

DEPARTMENT NAME: Mayor's Office of Housing DEPARTMENT NUMBER 25

TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING \_\_\_\_\_)  CONTINUING  ANNUAL

TYPE OF REQUEST:  INITIAL REQUEST  MODIFICATION (PSC# \_\_\_\_\_)

TYPE OF SERVICE: Risk assessment and analysis of properties

FUNDING SOURCE: Department of Housing and Urban Development (HUD) lead remediation grants and Community Development Block Grant (CDBG) funds

PSC AMOUNT: \$375,000 PSC DURATION: July 1, 2010 to June 30, 2013

1. DESCRIPTION OF WORK

- A. Concise description of proposed work: Vendors will provide lead risk assessments and analysis of properties; collect dust wipes, conduct XRF and soil samples evaluations in accordance with HUD and other federal guidelines. These reports will be submitted to the Mayor's Office of Housing, Lead Hazard Control Program. The properties targeted by the program will be privately owned single family homes and tenant occupied multi-family properties.
B. Explain why this service is necessary and the consequences of denial: The services provided under this contract will enable the MOH staff to produce HUD sponsored lead hazard reduction projects and remediation services on housing units where families reside. Should the contract be denied, MOH will not be able to meet its HUD grant obligation. As a result, our property remediation services to protect childhood lead poisoning would come to a halt.
C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service has been approved previously during the July 2, 2007 CSC meeting - contract number 4179-06/07. The contract will expire June 30, 2010.
D. Will the contract(s) be renewed: Not yet determined.

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

Professional & Tech Engrs, Local 21 - fax 864-2166 Union Name Signature of person mailing/faxing form Date 10/29/09
SEIU 1021 - fax 431-6241 Union Name Signature of person mailing/faxing form Date 10/29/09

RFP sent to \_\_\_\_\_, on \_\_\_\_\_ Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4062-09/10 STAFF ANALYSIS/RECOMMENDATION: Reviewed 10/29/09

C. SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

*Specialized, licensed, and certified experience in the field of lead hazard reduction is necessary to perform these required services. This requires expertise in lead remediation as well as a comprehensive and extensive knowledge and application of the federal statutes and regulations established by the federal government (HUD, OSHA, and EPA) as well as applicable state regulations. Specific certifications required - California Department of Public Health; Inspector/Assessor (I/A) Certificate.*

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

*While the DPH and DBI have positions that perform similar type of work, both departments do not meet the needs of our programs. DBI focuses on large City owned commercial properties and not privately owned residential properties. DPH performs some testing, but not to the extent needed; we require comprehensive lead evaluations, identification of lead hazards present on the property, and analysis and recommendations on methods of remediation.*

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

*No.*

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

*No other department for the City solely performs this type of work; risk assessments and lead hazard analysis of privately owned properties or provides reports of the assessments and analytical work.*

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

*No, it would only be practical if there was more of a citywide need.*

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

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

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

B. Will the contractor train City and County employees?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

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

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

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

TBD	TBD
-----	-----

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

*Oliver Hack*

Signature of Departmental Personal Services Contract Coordinator

Oliver Hack

Print or Type Name

415.701.5512

Telephone Number

1 SVN AVE, 5<sup>th</sup> FL  
SF, CA 94103

Address



Blank Page

## **Additional Attachment**

- **Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition)**

Please see link for full guidelines:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/lbp/hudguidelines](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/lbp/hudguidelines)

HUD > Program Offices > Healthy Homes and Lead Hazard Control > Lead-based Paint > The HUD Guidelines for the Evaluation and Control of Lead-based Paint in Housing

# Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition)

The *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* support HUD's vision to reduce hazards in housing in a cost-effective manner while protecting the health of children. The *Guidelines* apply to lead hazard evaluation and control in all federally associated housing. This second edition of the *Guidelines* replaces **the 1995 edition**, with its lead-based paint inspection chapter revised in 1997.

These *Guidelines* can be used by those who are required to identify and control lead paint hazards, as well as property owners, landlords, and child-care center operators. They offer helpful advice on renovations in older housing, lead-based paint inspections and risk assessments, and where to go for help. The *Guidelines* also outline what users have to do to meet requirements and recommendations; identify training – and if applicable, certification – required for people who conduct the work; and describe how the work should be done.

The *Guidelines* complement regulations that have been issued by HUD, the U.S. Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA), and policies from the Centers for Disease Control and Prevention (CDC).

While compliance with the *Guidelines* is not required by law, a Federal, State, or local statute, regulation, legal agreement or other document may require that the *Guidelines*, or certain parts, be followed.

This Web page has links to materials related to the *Guidelines*, including overview slide presentations, tables showing how the steps in conducting lead hazard control

## Resources

[Fillable forms for lead-based paint inspections, risk assessments and clearance examinations, in Word and PDF formats](#)

[Press Release](#)

[Announcement of the Release of the Second Edition of HUD's Guidelines Second Edition Overview Slides](#)

[HUD Guidelines - 1995 Edition](#)

[Crosswalk between LHC project steps and the Guidelines](#)

## Future Releases

HUD is continually developing additional resources and expects to be releasing the following soon

[Highlights of the How to Do It sections of each chapter](#)  
[Frequently asked questions](#)

projects are supported by specific chapters and appendices in the *Guidelines*, and more.

If you have any questions about the *Guidelines*, please e-mail [Lead.Regulations@HUD.gov](mailto:Lead.Regulations@HUD.gov).

**Download the complete HUD Guidelines 2012** (File may take a few minutes to load).

HUD Guidelines Second Edition outside cover  
Preliminary Materials and Table of Contents

## Table of Contents

- Chapter 1 - Introduction
- Chapter 2 - Where to Go for Help
- Chapter 3 - Planning
- Chapter 4 - LBP and Housing Renovation
- Chapter 5 - Risk Assessment and Reevaluation
- Chapter 6 - Ongoing LBP Maintenance
- Chapter 7 - LBP Inspection
- Chapter 8 - Resident Protection and Worksite Preparation
- Chapter 9 - Worker Protection
- Chapter 10 - Housing Waste
- Chapter 11 - Interim Controls
- Chapter 12 - Abatement
- Chapter 13 - Abatement by Encapsulation
- Chapter 14 - Cleaning Throughout Hazard Controls
- Chapter 15 - Clearance
- Chapter 16 - Investigation and Treatment of Housing with EBL Children
- Chapter 17 - Reserved
- Chapter 18 - LBP and Historic Preservation
- Glossary

## Appendices

- Appendix 1 - Units of Measure
- Appendix 2 - CDC Childhood Lead Poisoning Prevention Program
- Appendix 3 - EPA Regional Offices
- Appendix 4 - OSHA Regional Offices and State Programs
- Appendix 5 - EPA Training, Certification and Accreditation
- Appendix 5.1 - Structured On-the-Job Training



- Appendix 6 - HUD, EPA, CPSC and NPS Lead Rules**
- Appendix 7.2 - Types of LBP Enclosure Systems**
- Appendix 7.3 - Generic LBP Specifications**
- Appendix 7.4 - Guidance on Specifications on Interim Control of Soil**
- Appendix 8.1 - Example of Pre-Rehab RA for Single-Family Unit**
- Appendix 8.2 - RA for Multifamily Development**
- Appendix 9 - LBP Liability Insurance**
- Appendix 10 - Reserved**
- Appendix 10.1 - State and Territorial Hazardous Waste Management Agencies**
- Appendix 11 - One-Hour Waiting Period Rationale for Clearance**
- Appendix 12 - Statistical Rationale for Sample Sizes and Percentages Used in Inspecting**
- Appendix 13.1 - Wipe Sampling of Settled Dust**
- Appendix 13.2 - Paint Chip Sampling**
- Appendix 13.3 - Collecting Samples for Lead Contamination**
- Appendix 13.4 - Reserved**
- Appendix 13.5 - EPA Information on Drinking Water**
- Appendix 14.1 - EPA-Recognized Laboratories for Lead in Paint, Dust and Soil**
- Appendix 14.2 - Reserved**
- Appendix 14.3 - Procedure for Preparation of Field Spiked Wipe Samples**
- Appendix 15 - OSHA Lead in Construction Standard Guidance**
- Appendix 16 - CDC Guidelines on Lead Poisoning Prevention**

**Chapter 7, Addendum 3: XRF Performance Characteristic Sheets (listed alphabetically)**

- Advanced Detectors Inc. Leadstar (edition 3)
- Innov-X Systems LBP4000 (edition 1)
- Niton XL-309 (edition 4)
- Niton XLp 300 (edition 1)
- Princeton Gamma-Tech XK-3 (edition 3)
- Radiation Monitoring Devices LPA-1 (edition 5)
- Scitec Corp. MAP-3 (edition 3)
- Scitec Corp. MAP-4 (edition 3)
- TN Technologies/Pb Analyzer 9292 (edition 3)

Warrington Inc. Microlead 1, Rev. 4 (edition 3)

Blank Page

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Safety and Health Assessment

Funding Source: Airport Operating Funds PSC Duration: 5 years 16 weeks
PSC Amount: \$350,000 PSC Est. Start Date: 03/07/2014 PSC Est. End Date: 06/30/2019

1. Description of Work

A. Scope of Work:

The Consultant will perform an objective occupational safety and health assessment of the San Francisco International Airport's (SFO) current practices and systems utilizing the standards and requirements of the American National Standards Institute (ANSI), American Industrial Hygiene Association (AIHA) Z10 2012 standard and the Division of Occupational Safety and Health (DOSH, better known as CAL/OSHA). The Consultant will bring industry knowledge and a best practices framework to address any areas for improvement which surface as a result of the assessment.

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

The Airport has set an expectation to create an industry leading safety program at SFO. To make that happen, an objective review of current practices and systems must be conducted to see how the Airport is performing. If denied, the Airport may be vulnerable for unsafe work conditions and compliance risks that could result in a citation or fine from DOSH.

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

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

2. Union Notification: On 01/06/2014, the Department notified the following employee organizations of this PSC/RFP request: Municipal Executive Association, Architect & Engineers, Local 21,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41491 - 13/14

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/03/2014

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

A. Specify required skills and/or expertise:  
 Expertise in conducting objective safety and health assessments within an airport work environment using ANSI, the AIHA Z10 2012, and DOSH standards. The Consultant must have expert knowledge of industry best practices.

B. Which, if any, civil service class(es) normally perform(s) this work?  
 6138,0932,6130,5177,

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

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

The Airport is seeking an objective, third-party assessment of the safety and health environment at SFO. Existing Industrial Hygienist classifications do not possess all of the best practices industry knowledge required to conduct an assessment of this nature, and would not be able to provide the third-party objectivity.

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

No, as the work will be infrequent. Once the assessment is complete and recommendations are reported to the Airport, it is unknown when such an assessment will need to be completed in the future.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
 ON 02/03/2014 BY:

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

Address: PO Box 8097 San Francisco, CA, 94128

**Receipt of Union Notification(s)**

◆ MEA

◆ Local 21

## Cynthia Avakian

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Monday, January 06, 2014 3:51 PM  
**To:** Cynthia Avakian; staff@sfmea.com; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Lisa Randall; Richard Isen; DHR-PSCCoordinator  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41491 - 13/14

RECEIPT for Union Notification for PSC 41491 - 13/14 more than \$100k

The AIRPORT COMMISSION – AIR has submitted a request for a Personal Services Contract (PSC) 41491 - 13/14 for \$350,000 for Initial Request services for the period 03/07/2014 – 06/30/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/1153> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Department's Letter of Explanation**

- **Proposed PSC requesting 5 years or more**



**PSC 41491-13/14, Safety and Health Assessment  
5 Year Term Justification**

The contract will be for up to a five year term to allow for the consultant to conduct a thorough assessment of the safety and health conditions, and to address and/or evaluate any recommended remediation work.

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1A. Scope of Work**



OCCUPATIONAL HEALTH & SAFETY

## **ANSI/AIHA Z10-2012 Standard Now Available**

It contains management principles and systems to help organizations continuously improve their occupational health and safety performance.

- Sep 04, 2012

The American Industrial Hygiene Association announced the recently approved ANSI/AIHA Z10-2012 Occupational Health and Safety Management Systems standard is now available.

The standard contains management principles and systems to help organizations design and implement approaches to continuously improve their occupational health and safety performance. It is compatible with relevant OHS, environmental, and quality management standards (such as ISO 9000 and 14000) and with approaches to OHS management in common use in the United States.

To purchase the standard, visit [www.aiha.org/market](http://www.aiha.org/market). For more information about the revised standard, visit <http://www.aiha.org/insideaiha/standards/Pages/Z10.aspx> or contact David Hicks, AIHA Secretariat representative, at [standards@aiha.org](mailto:standards@aiha.org).

Copyright 1996-2013 1105 Media Inc. All rights reserved.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD Dept. Code: ECD

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Consulting Services for Public Safety Radio Replacement Project

Funding Source: General Fund PSC Duration: 4 years 47 weeks  
PSC Amount: \$3,000,000 PSC Est. Start Date: 02/03/2014 PSC Est. End Date: 01/01/2019

**1. Description of Work**

A. Scope of Work:

The Scope of Work for the Consultant RFP is broken down into phases, with specific tasks and work products required for each phase. The phases have tasks that include radio system inventory, needs assessment and gap analysis, trunked radio design analysis, budget projections, RFP development, system procurement and contract negotiations, and system implementation.

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

The City's 800MHz Public Safety Radio system is a critical infrastructure that is used daily for communications during emergencies. The system supports over 7000 users, and is nearing end of life. The City needs to replace the system, and would like a professional consulting firm to help with the process. These firms bring additional experience and expertise that the City resources do not have. Denying the service will risk the success of the project.

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

*N/A* *NO*

D. Will the contract(s) be renewed? If the project extends longer than 2018, the it may be renew

2. **Union Notification:** On 01/03/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49790 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/03/2014

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

A. Specify required skills and/or expertise:

Public safety radio experience, Project 25 standards, Digital Radio Technology, RF Coverage and Planning, Trunked Radio Migration and project, planning experience deploying digital radio technology, and migrating a large public safety department

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

none,

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

No

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

There are no Civil Services Classifications that have this type of expertise.

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

Projects of this nature are not done often (i.e. once every 15 years) so the City doesn't maintain this type of service in house.

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

**YES NO**

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

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

ON 01/10/2014 BY:

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

Address: 1011 Turk St San Francisco, CA 94102

**Receipt of Union Notification(s)**  
**◆ All Unions**

## Dang, Leorah

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Friday, January 03, 2014 5:18 PM  
**To:** Lee, William; rmittchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; jebrenner@ifpte21.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; jvannucchi@sbcglobal.net; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Geddes, Michelle; Isen, Richard; DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49790 - 13/14

RECEIPT for Union Notification for PSC 49790 - 13/14 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 49790 - 13/14 for \$3,000,000 for Initial Request services for the period 02/03/2014 – 01/01/2019. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/1166> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment**

- **City and County of San Francisco  
Request for Proposals (RFP)**



**City and County of San Francisco**

**Request for Proposals for**

**800MHz Public Safety Radio Replacement Project  
Consultant**



Date issued:

**October 28<sup>th</sup>, 2013**

Pre-proposal conference:

**11 a.m., November 13<sup>th</sup>, 2013**

Proposal due:

**5 p.m., December 16<sup>th</sup>, 2013**

Request for Proposals for 800MHz Public Safety Radio Replacement Project Consultant

TABLE OF CONTENTS

	<u>Page</u>
I. Introduction and Schedule .....	1
II. Scope of Work .....	5
III. Submission Requirements.....	11
IV. Evaluation and Selection Criteria .....	13
V. Pre-proposal conference and Contract award .....	15
VI. Contract Requirements.....	21
VII. Protest Procedures.....	23

**Appendices:**

- A. CMD Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts, for contacts \$50,000 and over document (separate document). Proposers must submit the following forms:

Form 2A CMD Contract Participation form  
Form 2B CMD "Good Faith" Outreach Requirements form  
Form 3 CMD Non-discrimination Affidavit  
Form 5 CMD Employment form

The following form may be required, depending on the circumstances:

Form 4 Joint Venture Participation Schedule

- B. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code. B-1
- C. Agreement for Professional Services (form P-500) separate document
- D. Fee Proposal D-1

**Request for Proposals for  
800MHz Public Safety Radio Replacement Project Consultant**

**I. Introduction and Schedule**

**A. General**

The City and County of San Francisco (the City) has a diverse radio communications environment, with several different Land Mobile Radio Systems deployed to meet specific operational needs of City departments. These systems are in different stages of their lifecycle, and each have varying technologies and capabilities. The City is in a position where it needs to replace the public safety radio system as it is nearing end-of-life and out of manufacturer support with the vendor. The replacement system must meet public safety standards for performance and reliability and provide a robust radio communications for the next 10-20 years. The City would also like to determine options for the City's non-public safety users (i.e. Public Service Departments) as the system that they use needs to be replaced within the next 5-10 years. If possible, the City would like to consolidate systems where it can provide efficiencies and reduce operating costs.

The goal of the consultant process is to assess all of the existing Land Mobile Radio Systems owned and operated by the City, and provide detailed recommendations on a next generation system and develop a project plan to implement. The City would also like the Consultant to provide technical and project management support during system procurement and implementation phases of the public safety radio replacement project.

The Consultant contract will consist of multiple phases which are outlined below in the Statement of Work. It is the intent of the City to include these phases into a contract as options that can be executed at the City's discretion. The duration of each phase will be dependent on the work tasks included in the phase, and bidders should estimate these in a project schedule included in their bid responses.

**B. Project Organization**

The City has convened a Radio Replacement Project Executive Steering Committee comprised of various stakeholder departments including Department of Emergency Management (DEM), Department of Technology, Police Department, Fire Department, Sheriff Department, Mayor's Budget Office, Capital Planning, Controller, Recreation and Park, Municipal Transportation Agency (MTA), Department of Public Works (DPW), and the Public Utilities Commission (PUC). The Steering Committee meets regularly to discuss and plan the replacement of the current radio systems in the City. The Steering Committee will review budgetary and project plans and provide guidance and set policy goals for the effort. The Department of Emergency Management is taking the lead in facilitating the Steering Committee and the Radio Replacement Project, and has a project manager to assist in the effort. The Department of Technology also has dedicated radio engineering manager that will assist with all technical aspects of the project.

**C. Overview of Current Systems**

The primary public safety radio system for the City is the 800MHz Citywide Emergency Radio System (CERS). It is a mixed-mode, simulcast, 800MHz radio system, deployed at 8 radio sites throughout the City. The initial system was installed in 2000 and was a Motorola Smartzone 3.0 System, but had a major upgrade in 2009 to add a P25 Master Site Controller as well as a 700MHz Interoperability system. The system was designed to provide 95% in-building coverage throughout San Francisco. The major subsystems of the CERS network include:

- Motorola Project 25 Master Site Controller (v7.7), with SmartX controllers

RFP for 800MHz Public Safety Radio Replacement Project Consultant

- Motorola Prime Site Controllers (6809)
- 23-channel, 8 site trunked simulcast cell with Quantar Base Stations
- Digital Microwave Backhaul (Harris)
- 800MHz Conventional Mutual Aid System
- 700MHz P25 Phase 1 trunked, simulcast cell, 6-channels at 4 radio sites
- Moscad System for system alarms, equipment diagnostics and remote monitoring of sites
- Console system in DEM (Gold Elite and MCC 7500), Water Department, Sheriff, DT, and DPT, connected through a Motorola Gold Elite Gateway (MGEG)
- Audio Logging/Recording System
- Subscriber Radios (mobiles, portables, and consolettes)
- Network Monitoring locations at Radio Shop, Twin Peaks and Communications System Control
- BDA systems (over 30) to enhance coverage in specific City buildings
- High Performance Data System (5 sites)

There are approximately 6700 Radios operating on the system, including portable handheld radios, mobile (in-vehicle) radios and fixed consolette radios. The following is a list of City departments and agencies on the CERS system:

<b>Dept.</b>	<b>Total Qty</b>
Police	3170
Sheriff	1150, 1 Console
Fire	915
Rec & Park	215
DEM	115, 50 Consoles
Dept. of Technology	90, 1 Console
Library	35
DPT/MTA	500 Radios, 4 Consoles
PUC	120 Radios, 1 Console
UCSF PD	150
SF State PD	80
City College PD	60
Private Ambulance	50
Misc. Law Enforcement	100
<b>TOTAL</b>	<b>6750</b>

In addition to the public safety radio system, there is also a radio system dedicated to the City's public service departments. The Public Service Emergency Radio System (PERS) is an analog 800MHz system deployed at 4 radio sites (which are a subset of the CERS radio sites). The system is simulcast, and was designed to provide 95% on-street coverage. The system was

RFP for 800MHz Public Safety Radio Replacement Project Consultant

installed in 2007, and was integrated into the CERS Master Site Controller, as another simulcast cell. The PERS system has the following major subsystems:

- Integration into the CERS Motorola Project 25 Master Site Controller (v7.7), with SmartX controller
- Motorola Prime Site Controllers (MC 3600)
- 12-channel capable, 4 site trunked simulcast cell with Quantar Base Stations
- Digital Microwave Backhaul (Alcatel Lucent)
- Console at DPW connected through a Motorola Gold Elite Gateway (MGEG)
- Subscriber Radios (mobiles, portables, and consolettes)

The chart below shows the total number of radios operating on the PERS system, which include the following City departments and agencies.

<b>Dept.</b>	<b>Total Qty</b>
Adult Probation	43
Dept. of Public Health	300
Dept. of Building Inspection	107
District Attorney	38
Dept. of Public Works	680, 1 console
GSA (Animal Control)	21
GSA (Medical Examiner)	10
GSA (Real Estate)	45
Juvenile Probation	16
Port	128
PUC (WWE, BERM)	229
SFUSD	166
<b>TOTAL</b>	<b>1783</b>

In addition to the CERS and PERS radio systems, the San Francisco International Airport (SFO) operates and maintains a radio system to support public safety and airport operations within San Mateo County. SFO upgraded their radio system in 2010 to a 700MHz Project 25 radio system. The system was installed by Motorola and integrated into the CERS Master Site Controller located in San Francisco. There are 7 channels at 2 radio sites, operating in a trunked, simulcast mode. There are 13 Consoles (8 Gold Elite and 5 MCC7500 positions) operating in the SFO dispatch center. They have approximately 1,000 radios on the system with the primary departments being SFPD, SFFD and Airport Operations and Maintenance Staff. The airport operates in encrypted, secure mode.

Finally, the most current radio system being deployed in San Francisco is a communications network for the SFMTA. The radio network being installed is part of a larger integrated transit management system, and is used for communications throughout the Muni fleet. This system is in the implementation stages and will be operational by the end of 2015. The system is being constructed by Harris Corporation and will consist of the following subsystems:

## RFP for 800MHz Public Safety Radio Replacement Project Consultant

- Open Sky System
  - 15 800MHz Channels at three Radio Sites
  - Open Sky Subscriber Radios M7300 (qty. 1230)
- Geographically redundant network switch center
- Project 25 Phase II, trunked simulcast radio system
  - 9 700MHz Channels at 4 Radio Sites
  - Subscriber radios P7300 or XG-75 (qty. TBD)
- Console Subsystem with 33 Dispatch Positions at Transit Management Center and 5 dispatch position at OCC backup control center.
- FiberSpan Underground DAS System close fed by two radio sites through fiber supporting underground communications for SFMTA, CERS, PERS and Mutual Aid in the Muni Tunnels

The most critical system that is in need of replacement is the CERS network, and all of its subsystems listed above. The primary goal of the consultant is to lay out a plan to upgrade or replace this network. The Consultant should help the City create a plan to migrate the CERS system, which should have little impact to the end users, no downtime, and should maintain interoperability across all City departments and agencies. The consultant design should ensure that the CERS system is standards-based, and robust enough to withstand a major event (earthquake, tsunami, terrorist event, etc.) with graceful degradation modes to avoid complete loss of service. The design should ensure that there is no loss in performance, reliability or critical functionality from the current system. The Consultant should also evaluate options for the PERS network and users of that system. The Consultant should provide options on how to integrate that network into the existing networks to limit the amount of systems being maintained by the City.

### D. RFP Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	<b>October 28<sup>th</sup>, 2013</b>
Pre-proposal conference	<b>11am, November 13<sup>th</sup>, 2013</b>
Deadline for submission of written questions or requests for clarification	<b>November 18<sup>th</sup>, 2013</b>
Proposals due	<b>5pm, December 16<sup>th</sup>, 2013</b>
Oral interview with firms selected for further consideration	<b>TBD</b>

**II. Scope of Work**

The Scope of Work for the Consultant RFP is broken down into phases, with specific tasks and work products required for each phase. The City intends to execute Phase 1 and 2 initially, and will have the ability to execute options for future phases within the contract. It is the intent that the Consultant will develop all required documentation, analysis, and reports to support the project and the responsibility of the City staff will be to review and approve the Consultant’s work product.

The Consultant should respond to all phases of this RFP with a detailed scope of work, project plan, and methodology for completing the project. The scope of work should outline the tasks, responsibilities and deliverables of the Consultant, as well as the responsibilities of the City.

It is the intent that Consultant project team conducts most of the project business for all phases, on-site in San Francisco. To accommodate this, the City intends to provide work space for the team for the duration of the project. In addition, the expectation is that the Consultant conducts weekly teleconferences with the City’s radio project team, as well as bi-weekly face-to-face meetings with the project team to review deliverables and work products. The Consultant is expected to provide monthly reports, meeting minutes, and other necessary reports throughout all phases of the contract.

**A. Radio Replacement Anticipated Project Schedule**

The preliminary project schedule for the CERS replacement project is detailed below. The Consultant should validate the proposed schedule, and/or suggest alternate ideas for system implementation and cutover based on their analysis of user needs, as well as identifying any operational or technical constraints of the project.

Consultant RFP Released	October 2013
Consultant Contract Negotiations and Award	Complete by January 2014
Needs Analysis and Budget Assessment*	Complete by June 2014
Radio Vendor RFP Process and Contract Negotiations*	July 2014 – July 2015
Vendor Notice to Proceed	July 2015
Vendor Detailed Design	July 2015 – December 2015
Equipment Order and Delivery	January 2016 – March 2016
System Installation	April 2016 – December 2016
System Configuration and Testing	January 2017 – July 2017
Radio Programming, Training, Cutover Planning	July 2017-July 2018
System Cutover Complete	August 2018
Project Closeout	Complete by December 2018

\*Note: the goal is to have the project plan and budget defined for the FY15-16 City budgeting process. This process takes place between October 2014 and May 2015

**B. Phase 1 – Inventory and Needs Analysis**

The goal of this Phase is to assess the current radio communications environment as well as define the City's future operational requirements for all users of the CERS and PERS Systems. The consultant should help the City in identifying new technologies and capabilities in the industry that will solve operational deficiencies that exist in the current systems. Tasks in this phase include, but are not limited to the following:

- Analyze the current condition of all City-owned radio systems
- Detailed inventory of the CERS and PERS radio network subsystems
- Assessment of current radio site facilities (and potential new sites) for space, power, HVAC, tower loading, structural needs, etc. taking into consideration the need for a seamless cutover plan
- Conduct Stakeholders Interviews for information gathering
  - For 5% of department staff for all departments operating on the CERS, PERS, SFO and SFMTA Radio Systems
  - Assess use of radios, document current radio programming and fleetmap, document existing limitations, and desired features
  - Define coverage requirements by City Department/Agency
  - Assess interoperability needs for all City Departments
  - Provide radio count - with asset type/model and growth projections
  - Functional needs and requirements of radios for capabilities including encryption scanning, PTT priorities, paging, talkaround, telephone interconnect, private conversation, emergency call, patching/linking submersible, intrinsically-safe, etc.
  - Assess dispatching and console needs
  - Organize vendor sessions and meetings for department representatives to understand new technologies and capabilities with radio vendors and integrators
- Review pertinent master plans, system documentation, initiatives, prior reports, presentation material, FCC licenses and documentation to assess current environment
- Analyze current radio traffic load for PERS, CERS and SFMTA network and determine channel capacity requirements and options for consolidation of systems
- Review dispatching operations as they relate to radio system usage
- Review backup systems and system redundancy, availability and recovery procedures
- Develop future radio system alternatives and preliminary recommendations
- Attend Radio Steering Committee Meetings (monthly), Board Meetings, COIT Meetings and present updates, provide monthly status reports, and attend other stakeholder meetings as required.



### **CONSULTANT DELIVERABLES**

Deliverables for Phase I include, but are not limited to 1) detailed inventory report, 2) department interview results, 3) needs assessment and requirements definition report, 4) radio site assessments, 5) system usage and loading reports

### **C. Phase II – Design Criteria, Analysis of Alternative Designs, & Budget Projections**

The purpose of this Phase is to arrive at a jointly developed, preliminary plan for replacement of the CERS network, and options for the PERS network. The consultant shall provide options for a system design, with a cutover plan, that best address the needs and issues discovered during Phase I. The Consultant should develop options taking into account technology, regulatory and interoperability issues that are inherent to the project. The Consultant should also take into account existing City investments, including radio communications sites, infrastructure and radios that can be leveraged in for the new systems.

The Consultant shall develop no less than three options for the CERS radio system replacement. These options (at a minimum) should be:

- Upgrade the existing Motorola System
- Expand the current SFMTA system to support public safety users
- Construct a new system

The Contractor shall develop no less than three options for the PERS radio system replacement. These options (at a minimum) should be:

- Integrate the PERS system into the new CERS system
- Expand the current SFMTA system to support public service users
- Construct a new system or utilize other systems, i.e Carrier or 4G broadband network

In the course of developing the options for CERS and PERS, the Consultant may, at their discretion, offer an additional value added solution, beyond those defined above, for consideration by the City. The primary objective of the project is to develop a plan for the replacement or migration of the CERS system. The PERS system migration will be an optional component that may or may not be implemented, or may be implemented at a later date. The Consultant should take this into consideration when developing its plan, and develop options that allow for the CERS project to take place as a standalone project.

The options developed in this Task shall ensure that the system is designed for reliable radio coverage and full interoperability as defined by the City's stakeholder departments. The options should take in to account the most effective cutover plan that will limit downtime of the system, and run in parallel with the existing system. It shall have a high standard of reliability through redundant equipment and components. It shall be capable of a phased implementation and orderly expansion and provide the maximum amount of reuse in existing infrastructure. The development of options shall include an analysis of the advantages and disadvantages of each option, and 80% accurate cost estimates. System options and cost estimates should be based on information gathered by potential land mobile radio equipment vendors and integrators. Tasks in this phase shall include (but are not limited to):

## RFP for 800MHz Public Safety Radio Replacement Project Consultant

- Preliminary facilities requirements and drawings for existing and new sites
- Develop coverage prediction maps
- Develop a phased migration and cutover plan
- Develop a phased implementation schedule
- Develop detailed costs for each option, based on anticipated payment milestones
- 10-year projections of system maintenance requirements and costs
- Develop final recommendations report
- Develop City staffing and resource requirements and budget (including legal, civil, planning & real estate, & user department assistance needed)
- Assist City with securing project funds, by providing detailed cost models

### **CONSULTANT DELIVERABLES**

Deliverables for Phase II include, but are not limited to 1) system and site drawings and coverage maps 2) migration/implementation plans and theoretical cutover plan 3) project schedule 4) itemized system costs and project budget

### **D. Phase III – Specification Writing & Request for Proposal**

During this phase, the agreed upon procurement documents shall be developed by the Consultant. These documents define the system to be procured (technical specification) and the procurement process and conditions (request for proposal instructions and conditions). These documents shall clearly define the system requirements and the content of proposals, so that the proposals received are cost competitive, technically acceptable, and support a thorough and balanced evaluation process. Using the information gathered during Phases 1 and 2, the Consultant shall develop a detailed system design, technical and performance requirements, and cutover plan for the RFP specification. Tasks in this phase shall include (but not be limited to):

- Review City purchasing requirements and develop procurement documents
- FCC Regulatory Efforts, frequency planning
- Develop system design specification
- Develop statement of work, technical specifications and acceptance test criteria
- Develop proposal evaluation criteria

### **CONSULTANT DELIVERABLES**

Deliverables for Phase III include, but are not limited to 1) RFP documents and technical specifications 2) Requirements matrix 3) Evaluation criteria

**E. Phase IV – System Procurement Process and Contract Negotiations**

During this phase, the Consultant shall be available to support the City in the evaluation of responses from the proposers. The Consultant's primary goal is to provide services to augment the City's planning and execution of the system purchase. The Consultant shall have extensive experience in reviewing vendor proposals, identifying critical issues, concerns, and discrepancies; inquiring about alternative solutions based upon the vendor's equipment platform; and judging the validity of the proposed costs.

The following describes the tasks anticipated and performed by the Consultant during the procurement process:

- Attend Pre-Proposal Meeting and Site Visits
- Responses to Proposer Questions
- RFP Additions / Revisions as Necessary
- Review Vendor Proposals
- Prepare Responses to Proposer Questions
- Participate in Contract Negotiations
- Review, comment and edit contract documentation including finalizing the Statement of Work, system design, and cost itemization schedule

**CONSULTANT DELIVERABLES**

Deliverables for Phase IV include contract documents including, Statement of Work, System Description, Acceptance Test Plans, Backup and Failover Plans, Warranty and Support plan, and pricing documents

**F. Phase V – System Implementation**

The objective of this Phase is to have the Consultant provide technical and administrative services to augment the City's planning and execution of the project. During this phase the Consultant should provide general system implementation and project management support. The consultant will be responsible for establishing baseline project management processes and act as a liaison for the City project team and the selected radio vendor. This includes activities such as

- Participate in weekly meetings and provide monthly status reports
- Lead project meetings, provide meeting agendas and minutes, both off and onsite and track action items for all parties
- Maintain overall project schedule
- Perform regulatory management processes and filings including FCC licensing, NEPA/CEQA reporting, Environmental Impact Reporting, site leases and local zoning and planning efforts, construction management and oversight
- Risk Management Tracking Process

## RFP for 800MHz Public Safety Radio Replacement Project Consultant

- Requirements Tracking Matrix
- Provide letters, reports and white papers for the City as needed for the project

It is anticipated that the project will be further divided into implementation phases including System Design, Civil and Site Preparation, System Ordering, System Manufacturing and factory testing, System Installation, Optimization, System Testing and Acceptance Testing, Radio Programming and Fleetmap Development, System and User Training, Cutover, System Acceptance and Final Documentation. It is anticipated that the Consultant will provide overall support during these phases including, but not limited to

- Support the City and provide comments/recommendations during the Design Review Phases
- Provide construction and civil work management and all radio sites
- Review vendor manufacturing orders and inventory of all equipment
- Review edit, enhance and improve vendor-supplied test plans
- Oversee Factory and Field Testing (including Coverage Testing) of System
- Oversee and verify infrastructure and radio installation
- Assist with fleetmap development and interoperability planning
- Maintain punch-list and issues log
- Create detailed procedural cutover plans
- Review and develop system backup and failure plans
- Review training materials and facilitate training
- Review final system documentation
- Project closeout

### **CONSULTANT DELIVERABLES**

Deliverables for Phase V include 1) monthly status reports 2) Project Management Plan and schedule 3) Regulatory filings and documentation 4) Detailed Design documentation 5) Acceptance Test Plans 6) Cutover Plan 7) Radio Fleetmap and templates 8) Punch list documentation 9) Backup Plans and Procedures

### III. Submission Requirements

#### A. Time and Place for Submission of Proposals

Proposals must be received by 5:00 p.m., on **Friday, December 16<sup>th</sup> 2013**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or mailed to:

**Department of Emergency Management  
Attn: 800MHz Radio Replacement Project Team  
1011 Turk Street  
San Francisco, CA 94102**

#### B. Format

Proposers shall submit **ten (10)** copies of the proposal and one copy, separately bound, of required CMD Forms in a sealed envelope clearly marked 800MHz Public Safety Radio Replacement Project Consultant to the above location. In addition, proposers shall submit an electronic copy of the proposal and all completed CMD forms on a storage disk, saved as a .pdf file. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

#### C. Content

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

##### 1. Introduction and Executive Summary (up to 3 pages)

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

##### 2. Project Approach (up to 20 pages)

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

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

##### 3. Firm Qualifications (up to 10 pages)

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

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. A description of not more than four projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be

## RFP for 800MHz Public Safety Radio Replacement Project Consultant

limited to one page for each project. If joint consultants or sub-consultants are proposed provide the above information for each.

### **4. Team Qualifications (up to 8 pages)**

a. Provide a list identifying: (1) the lead project manager, (2) each key person on the project team, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

### **5. References (up to 10 pages)**

Provide references for the following members of the proposed team:

- 1) lead consulting firm
- 2) lead project manager
- 3) all sub-consultants

For each reference, include the name, address and telephone number of 4 recent clients (preferably other public agencies). Please note that DEM is a secure facility that conforms to CJIS and DOJ security requirements. All personnel associated with this project may be subjected to and pass a criminal background check.

### **6. Fee Proposal**

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

A structured fee proposal is included as part of the RFP, and should be completed by the proposers. The fee proposal should include:

a. The firm fixed-price for each Phase, which shall include every charge or cost of any kind related to providing that phase, including but not limited to the costs of labor and services, materials, equipment, supplies, tools, plant and other facilities, travel and other expenses, duties, license or other fees, royalties, assessments, insurance costs, taxes (except sales/use taxes), management, supervision, administration, overhead and profit

b. The list of project team members assigned to each phase of the project, and their responsibilities

c. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

#### IV. Evaluation and Selection Criteria

##### A. Minimum Qualifications

The minimum qualifications for the 800MHz Public Safety Radio Replacement Project Consultant include:

- Five (5) years of consultative experience with a government agency having similar size to the City and County of San Francisco.
- Five (5) years of experience designing and implementing 7/800MHz Project 25 trunked radio systems having similar size to the City and County of San Francisco.
- Demonstrated experience working with multiple manufactures Project 25 infrastructure and radios.
- Previous experience with sole-source and competitive procurements for system replacements or upgrades.
- Certified Project Management Professional (PMP) required for staffing the Project Manager position.

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

##### B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in public safety radio communications. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

###### 1. Project Approach (40 points)

- a. Understanding of the project and the tasks to be performed, etc.
- b. Reasonableness of work schedule and fee proposal.

###### 2. Assigned Project Staff (30 points)

- a. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person; and
- b. Professional qualifications and education; and
- c. Workload, staff availability and accessibility.

###### 3. Experience of Firm and Sub-consultants (30 points)

- a. Expertise of the firm and sub-consultants in the fields necessary to complete the tasks; and
- b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
- c. Experience with similar projects; and
- d. Results of reference checks.

###### 4. Oral Interview (25 points)

Following the evaluation of the written proposals, the City will select 4 of the top scoring proposers for an oral interview. The interview will consist of standard questions asked

## RFP for 800MHz Public Safety Radio Replacement Project Consultant

of each of the proposers. Proposers will be scored based on the answers to the questions and their general understanding of the project plan and needs.

The scores from the Oral Interview will be added to the scores of the written proposal, making a total of 125 point possible for the scoring.



**V. Pre-proposal conference and Contract award**

**A. Pre-Proposal Conference**

Proposers are encouraged to attend a pre-proposal conference on **November 13th**, at **11AM** to be held at **1011 Turk St, San Francisco, CA 94102**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

**B. Contract Award**

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

The selected Consultant will be precluded from consideration in any equipment or system procurement that may result from the work done under this agreement.

## **VI. Terms and Conditions for Receipt of Proposals**

### **A. Errors and Omissions in RFP**

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

### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP must be directed to:

**Radio Replacement Project Team**

**[800radioreplacement@sfgov.org](mailto:800radioreplacement@sfgov.org)**

### **C. Objections to RFP Terms**

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

### **D. Change Notices**

The City may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the City prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Change Notices.

### **E. Term of Proposal**

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

### **F. Revision of Proposal**

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

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

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

**G. Errors and Omissions in Proposal**

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

**H. Financial Responsibility**

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

**I. Proposer's Obligations under the Campaign Reform Ordinance**

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

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

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

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

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

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

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

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

**J. Sunshine Ordinance**

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

**K. Public Access to Meetings and Records**

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

**L. Reservations of Rights by the City**

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

**M. No Waiver**

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

**N. Local Business Enterprise Goals and Outreach**

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it

now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFP.

### 1. LBE Sub-consultant Participation Goals

The LBE sub-consulting goal for this project is 7% of the total value of the goods and/or services to be procured.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Contract Monitoring Division at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph will be non-responsive.

In addition to demonstrating that it will achieve the level of sub-consulting participation required by the contract, a proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C)&(D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Sub-consulting goals can only be met with CMD-certified LBEs located in San Francisco. Note: If a proposer demonstrates in its proposal that it exceeds the established LBE sub-consulting participation goal by 35% (i.e. 16.20% for this project) or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts.

The selected firm for this contract will be required to use the CMD Utilization Tracking System.

### 1. LBE Participation

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any proposers who are certified by CMD as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling CMD at (415) 252-2500. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

a. A 10% bid discount shall be applied to Small LBEs and Micro-LBEs bidding as primes; or

b. A 2% bid discount will be applied to an SBA-LBE, except that the 2% discount shall not be applied at any stage if it would adversely affect a Small LBE or Micro-LBE bidder.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint

## RFP for 800MHz Public Safety Radio Replacement Project Consultant

venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

### 2. CMD Forms to be Submitted with Proposal

a. All proposals submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: 1) CMD Contract Participation Form, 2) CMD "Good Faith Outreach" Requirements Form, 3) CMD Non-Discrimination Affidavit, 4) CMD Joint Venture Form (if applicable), and 5) CMD Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

b. Please submit one copy of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled CMD Forms.

If you have any questions concerning the CMD Forms, you may call **Romulus Asenloo**, the Contract Monitoring Division Contract Compliance Officer at **(415) 581-2320**.

## **VII. Contract Requirements**

### **A. Standard Contract Provisions**

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§33 in the Agreement); the Minimum Compensation Ordinance (§42 in the Agreement); the Health Care Accountability Ordinance (§43 in the Agreement); the First Source Hiring Program (§44 in the Agreement); and applicable conflict of interest laws (§ 22 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

### **B. Nondiscrimination in Contracts and Benefits**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://www.sfgsa.org/index.aspx?page=6058>.

### **C. Minimum Compensation Ordinance (MCO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §42 in the Agreement.

For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

### **D. Health Care Accountability Ordinance (HCAO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

### **E. First Source Hiring Program (FSHP)**

## RFP for 800MHz Public Safety Radio Replacement Project Consultant

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

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

### **F. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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



**VIII. Protest Procedures**

**A. Protest of Non-Responsiveness Determination**

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

**B. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

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

**C. Delivery of Protests**

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

**Department of Emergency Management  
Attn: 800MHz Radio Replacement Project Team  
1011 Turk Street  
San Francisco, CA 94102**

**Appendix B**

**Standard Forms**

The requirements described in this Appendix are separate from those described in Appendix A.

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Contract Monitoring Division at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification  <a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a>  <a href="http://www.irs.gov/pub/irs-fill/fw9.pdf">www.irs.gov/pub/irs-fill/fw9.pdf</a>	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702
2.	Business Tax Declaration  <a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a>	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits	CMD-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059

RFP for 800MHz Public Safety Radio Replacement Project Consultant

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	<a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a> In Vendor Profile Application		in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	(415) 252-2500
4.	CMD LBE Certification Application <a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a> In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contracts Monitoring Unit 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

**Where the forms are on the Internet**

**Office of Contract Administration**

Homepage: [www.sfgov.org/oca/](http://www.sfgov.org/oca/)  
 Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

**Contract Monitoring Division**

CMD's homepage: <http://sfgsa.org/index.aspx?page=6058>  
 Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>  
 LBE certification form: <http://sfgsa.org/index.aspx?page=5364#Section%20V>

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Annual Subscription Service for Airport Mass Notification and Emergency Response Mgmt System

Funding Source: Airport Operating Funds PSC Duration: 7 years 17 weeks
PSC Amount: \$800,000 PSC Est. Start Date: 03/04/2014 PSC Est. End Date: 06/30/2021

1. Description of Work

A. Scope of Work:

The San Francisco International Airport ("Airport") is seeking to contract with a vendor for an advanced mass notification and emergency response management system ("System"). The System will serve to notify critical stakeholders in the event of an emergency and will allow the Airport to more effectively manage such emergencies through improved communication.

The System must have the capacity to support a subscriber base of 20,000 users in a multi-jurisdictional area (including Airport staff, emergency responders from multiple counties, and members of the surrounding community) exist in a web-based "cloud" environment, provide unlimited message templates and message distributions, allow for remote development of a messaging script in the event of airport network failures, and allow for multiple methods of communication (e.g. text and phone messaging, email, RSS feeds, etc.).

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

This service is necessary to ensure that the Airport is able to communicate quickly and effectively through a variety of mediums in the event of an emergency. Failure to implement this service compromises the Airport's ability to respond to and manage aviation-related crises, jeopardizing the safety of the Airport community and traveling public.

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

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

2. Union Notification: On 01/06/2014, the Department notified the following employee organizations of this PSC/RFP request: Municipal Executive Association, Architect & Engineers, Local 21,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45340 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/03/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

Specialized technical skills in developing and maintaining an advanced, cloud-based emergency mass notification system with the capacity for mobile distribution of alerts and messages for a high volume of registrants.

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

0942, 105X,

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

No.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Existing civil service classes do not have the technical expertise required for this service. Service proposed is cloud-based and therefore does not require physical equipment be purchased or maintained by the airport.

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

No. Once the system has been implemented at the Airport, the work associated with the service will be infrequent and intermittent.

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

**YES NO**

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

YES  NO

B. Will the contractor train City and County employee?

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/03/2014 BY:

Name: Cynthia Avakian

Phone: 650-821-2014

Email: cynthia.avakian@flysfso.com

Address: PO Box 8097

San Francisco, CA, 94128

**Receipt of Union Notification(s)**

◆ MEA

◆ Local 21

**Cynthia Avakian**

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Monday, January 06, 2014 4:20 PM  
**To:** Cynthia Avakian; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; camaguey@sfmea.com; staff@sfmea.com; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Lisa Randall; Richard Isen; DHR-PSCCoordinator  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45340 - 13/14

RECEIPT for Union Notification for PSC 45340 - 13/14 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 45340 - 13/14 for \$800,000 for Initial Request services for the period 03/04/2014 -- 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/1154> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Department's Letter of Explanation**

- **Proposed PSC requesting 5 years or more**



**PSC #45340-13/14 Initial: Annual Subscription Service  
for Airport Mass Notification & ER Response Mgmt. System**

**Term Justification**

The Airport requests the term of the Mass Notification and Emergency Response System contract to be a minimum of 5 years initially with one optional 2yr term given the sensitivity and complexity of the airport emergency and security plans and the need to provide exposure and access to this information to as few outside vendors as infrequently as possible. A shorter term contract could result in this security-sensitive information being exposed to multiple vendors over time.

This term also supports the need of a more robust system to be developed and modified over-time to meet airport specific needs to comply with FAA and TSA Regulations for security and emergency response efforts. A shorter term is also not effective due to required integration with other systems which requires significant development and implementation effort.

Finally, a high frequency of turn-over in this contract could impact the effectiveness of the system as the 20,000-25,000 registered users would require more frequent enrollment, training and adjustment in the use of potential new systems.

**Additional Attachment(s)**

**Resolution # 13-0237**

AIRPORT COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO  
RESOLUTION NO. 13\_0237

**AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR  
CONTRACT NO. 9404, ANNUAL SUBSCRIPTION SERVICE FOR AIRPORT MASS  
NOTIFICATION AND EMERGENCY RESPONSE MANAGEMENT SYSTEM AND  
AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE HIGHEST  
RANKED PROPOSER**

WHEREAS, in 2011, the Airport purchased its current mass notification system, through a direct purchase order with Intermedix, Inc; and

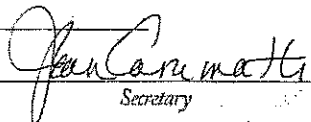
WHEREAS, this system represents the Airport's third generation mass notification system used for providing automated emergency and operational mass notification messages to internal and external stakeholders; and

WHEREAS, the advances in technology allow additional functionality to support improved response and management of emergency events of all types unique to the Airport environment now; therefore be it

RESOLVED, that this Commission approve the authorization to issue an RFP for Contract No. 9404, Annual Subscription Service for Airport Mass Notification and Emergency Response Management System, and authorize staff to enter into negotiations with the highest ranked proposer. Staff will return to the Commission for award of this contract.

*I hereby certify that the foregoing resolution was adopted by the Airport Commission  
at its meeting of* \_\_\_\_\_

NOV 12 2013

  
Secretary

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Revenue Bond Oversight Committee (RBOC) Evaluations of Lessons-Learned (CS-363)

Funding Source: RBOC PSC Duration: 1 year
PSC Amount: \$250,000 PSC Est. Start Date: 01/17/2014 PSC Est. End Date: 01/17/2015

1. Description of Work

A. Scope of Work:

Provide an audit and evaluation of lessons learned on the Water System Improvement Program (WSIP) and potential for applying such lessons learned on the Sewer System Improvement Program (SSIP).

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

The Revenue Bond Oversight Committee (RBOC) was approved by SF voters with the passage of Proposition P in 2002. A key responsibility of this committee involves conducting "independent reviews" with the help of outside auditors or consultants in order to "review efforts by the City to maximize bond proceeds by implementing cost-saving measures". This consultant assignment honors that responsibility. If this evaluation was denied, RBOC would be violating the provisions of Proposition P and ratepayers would forgo learning of potential cost saving measures that could be applied to the \$6.2B Sewer System Improvement Program.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This service has not been provided in the past.

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

2. Union Notification: On 01/08/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45936 - 13/14

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/03/2014

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

A. Specify required skills and/or expertise:

Ability to perform audit and analysis of large construction programs including change order management and cost overruns

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

none,

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

No.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because we need a third party expert for these services. The audit must be performed by an independent consultant who is not a city employee.

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

No. We need a third party for these services to ensure that there are no biases or conflicts of interest in the evaluation of the lessons-learned process. In addition, since third parties presumably have experience in other jurisdictions, they are better able to provide a comparison of accounting practices.

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

**YES NO**

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

YES  NO

B. Will the contractor train City and County employee?

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 01/09/2014 BY:

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

Address: 525 Golden Gate Ave. San Francisco, CA

**Receipt of Union Notification(s)**  
**◆ All Unions**

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**To:** Jackson, Shamica; [rmitchell@twusf.org](mailto:rmitchell@twusf.org); [grojo@local39.org](mailto:grojo@local39.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [staff@sfirea.com](mailto:staff@sfirea.com); [mike@dc16.us](mailto:mike@dc16.us); [khughes@jbeuw6.org](mailto:khughes@jbeuw6.org); [I21PSCReview@ifpte21.org](mailto:I21PSCReview@ifpte21.org); [sfmsa@gmail.com](mailto:sfmsa@gmail.com); [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net); [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org); [I21PSCReview@ifpte21.org](mailto:I21PSCReview@ifpte21.org); [LIUNA.local261@gmail.com](mailto:LIUNA.local261@gmail.com); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [jvannucchi@sbcglobal.net](mailto:jvannucchi@sbcglobal.net); [camaguey@sfirea.com](mailto:camaguey@sfirea.com); [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com); [tiva.thlang@seiu1021.org](mailto:tiva.thlang@seiu1021.org); Tang, Grace; Isen, Richard; DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45936 - 13/14  
**Date:** Wednesday, January 08, 2014 3:20:46 PM

---

RECEIPT for Union Notification for PSC 45936 - 13/14 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45936 - 13/14 for \$250,000 for Initial Request services for the period 01/17/2014 – 01/17/2015. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/1145> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you

intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1B. Explain why this service is necessary and the consequences of denial**



## TEXT OF PROPOSED ORDINANCE PROPOSITION P

**Ordinance establishing a Public Utilities Revenue Bond Oversight Committee, setting forth the authority, duties and responsibilities of the Committee, and establishing qualifications for Committee membership, and related provisions.**

*Note: This entire section is new.*

Be it ordained by the People of the City and County of San Francisco:

Section 1. The San Francisco Administrative Code Chapter 5, Article 5 is hereby amended by adding Section 5.30 through 5.36, to read as follows:

### Sec. 5.30. Findings.

The people of the City and County find and declare that:

- (a) The City's 100-year-old water, power and clean water public utility infrastructure is suffering from decades of deferred maintenance. The regional water collection and transmission system, stretching from the Tuolumne River headwaters at Hetch Hetchy to the San Francisco County Line, supplies water to the City as well as to 1.7 million residents and businesses in Alameda, Santa Clara and San Mateo Counties. This system is in need of substantial repair and/or replacement. In the event of system failure, the City and its suburban customers could be without water for up to 30 days, with portions of the service area going without water for as long as 60 days. The water distribution and wastewater treatment systems within the City are in a similar state of deterioration, threatening the health and welfare of City residents, visitors and the business community.
- (b) Over the past 25 years, funds for upgrading the water collection and power generation facilities of Hetch Hetchy have been in short supply. During this same period, the waste water treatment plants have aged to the point where significant capital improvements are necessary in order for the City to remain in compliance with applicable federal and state water quality regulations.
- (c) The San Francisco Public Utilities Commission ("PUC") has never prepared an integrated and coordinated long-term strategic plan consisting of a capital improvement program, a long-range financial plan, an assessment of future utility needs and the evaluation of alternative technologies, private-public partnerships and non-rate payer revenue enhancements. Focusing on short-term planning, the PUC has turned out a series of bond issues, such as Propositions A and B in 1997, which have been promoted to the voters on the basis of broad project gener-

alities. Even within the PUC itself, the list of projects earmarked for specific bond revenues are in a constant state of flux. Projects are frequently delayed and often uncompleted years after funding was approved by the voters.

- (d) Over the past 20 years, the PUC has readily consented to the transfer of "surplus" Hetch Hetchy revenues to the City's general fund. Conservatively, these transfers have cost the PUC more than \$500 million. During this same period of time, the utility infrastructure deteriorated and rates escalated dramatically.
- (e) The PUC estimates that over the next 20 years, the cost of needed capital improvement projects will amount to hundreds of millions of dollars. Although the PUC's capital improvement list undoubtedly contains individual projects that should go forward as soon as practicable, the design, bidding and contract drafting process often takes years to complete. In the absence of long-term strategic planning, individual projects have been frequently delayed and, in some cases, actually abandoned as funding and project priorities unaccountably shifted over time.
- (f) The health and welfare of all of the PUC's customers would be promoted by the creation of a qualified body committed to a persistent, vigorous and independent review of the expenditure of revenue bond funds for the PUC's capital improvement program over the next decade. An ongoing review of this kind would be of material assistance to both the PUC and the Board of Supervisors ("Board") in ensuring that the program is carried out in compliance with all applicable laws.

### Section 5.31. Establishment and Purpose.

- (a) There is hereby established a Public Utilities Revenue Bond Oversight Committee (the "Committee"), which shall have the responsibility of reporting publically to the Mayor, the PUC and the Board of Supervisors ("Board") regarding the PUC's (or, to the extent allowed by law, any charter entity succeeding to the PUC's authority related to expenditure of revenue bonds) expenditure of revenue bond proceeds on the repair, replacement, upgrading and expansion of the City's water collection, power generation, water distribution and wastewater treatment facilities.
- (b) The Committee shall provide oversight to ensure that: (1) The proceeds from revenue bonds authorized by the Mayor and/or the voters of the City are expended in accordance with the terms of the bond resolution and approved purposes; (2) Bond proceeds are expended solely for uses, purposes and projects authorized in the bond resolution; and (3) Revenue bond funds are appropriately expended for

authorized capital improvements so that an uninterrupted supply of water and power continues to flow to the City and to the PUC's customers. The Committee may comment to the Board of Supervisors on the development and drafting of proposed legislation pertaining to PUC revenue bonds prior to a Board determination regarding whether to submit a measure for voter approval or authorizing the issuance of revenue bonds, if voter approval is not otherwise required. The Board is not required to accept the Committee's comments or recommendations on such bond proposals. Further, the Committee shall not participate or interfere in the selection process of any vendor hired to execute bond funded projects.

- (c) In furtherance of its purpose, the Committee may engage in any of the following activities:
  - (1) Inquiring into the disbursement and expenditure of the proceeds of PUC revenue bonds authorized and issued in accordance with the San Francisco Charter by receiving any and all reports, financial statements, correspondence or other documents and materials requested by the Committee related to the expenditure of revenue bond funds by the PUC;
  - (2) Holding public hearings to review the disbursement and expenditure of the proceeds of such revenue bonds;
  - (3) Inspecting facilities financed with the proceeds of such revenue bonds;
  - (4) Receiving and reviewing copies of any capital improvement project proposals or plans developed by the PUC related to the City's water, power or wastewater infrastructure and funded by bond proceeds;
  - (5) Reviewing efforts by the City to maximize bond proceeds by implementing cost-saving measures, including, but not limited to, all of the following: (i) mechanisms designed to reduce the costs of professional, consulting and similar fees and expenses related to site preparation and project design; (ii) recommendations regarding the cost-effective and efficient use of core facilities; (iii) developing and using alternate technologies; and, (iv) accessing other sources of infrastructure funding, excluding bond refunding; and,
  - (6) Commissioning independent review and evaluation of the disbursement and expenditure of the proceeds of such revenue bonds by accessing any funds set aside for this purpose under subsection (d) of this section to retain outside auditors, inspectors and necessary experts to

*(Continued on next page)*

## LEGAL TEXT OF PROPOSITION P (CONTINUED)

- conduct such independent review.
- (d) To the extent permitted by law, in accordance with Sections 5.35(c) and (d) of this Article, from and after the effective date of this Ordinance one-twentieth of one percent of the gross proceeds from each issuance or sale of public utility revenue bonds shall be deposited in a fund established by the Controller's Office and appropriated by the Board at the direction of the Committee to cover the costs of said Committee.
  - (e) The Board shall, without expending revenue bond funds, provide the Committee with appropriate clerical, technical and administrative assistance in furtherance of its purpose and provide sufficient resources to publicize the conclusions and recommendations of the Committee.

Section 5.32. Public Meetings. All Committee proceedings shall be subject to the California Public Records Act (Sections 6250, et seq., of the Government Code of the State of California), the City's Sunshine Ordinance (Chapter 67 of this Code) and the Ralph M. Brown Act (Government Code Sections 54950, et. seq.). The Committee shall issue regular reports on the results of its activities. A report shall be issued at least once a year. Minutes of the proceedings of the Committee, and all reports issued by the Committee, shall be a matter of public record and made available on the City's website.

### Section 5.33. Membership.

- (a) The Committee shall consist of seven members to be appointed as follows: two members by the Mayor; two members by the Board; one member by the Controller; and one member by the governing body of the Bay Area Water Users Association. The seventh member shall be the Budget Analyst for the Board or his/her representative.
- (b) At a minimum, the members appointed by the Mayor and the Board shall, individually or collectively, have expertise, skills and experience in economics, the environment, construction and project management. The member appointed by the Controller shall have background and experience in auditing, accounting and project finance.
- (c) Except as expressly authorized herein, no current officer or employee of the City shall be appointed to the Committee. All members of the Committee shall be subject to applicable conflict-of-interest provisions of local and state law. No vendor, contractor or consultant of the City that performs work funded by bonds issued by the City shall be appointed to the Committee.
- (d) Each Committee member will serve for no more than two consecutive terms. Upon their initial appointment, three members

of the Committee shall be assigned by lot an initial term of two years and the remaining four members shall have an initial term of four years. Thereafter, each Committee member shall serve a four-year term.

- (e) Each Committee member, except City employees appointed to serve as part of their official City duties and the Budget Analyst or employees of the Budget Analyst, shall be compensated at a rate of \$100.00 per month during each year of the member's term of office. Such compensation shall be appropriated by the Board without expending revenue bond funds therefor.

### Section 5.34. Illegal Expenditures.

- (a) If, after conducting all appropriate reviews and independent audit of actual expenditures of revenue bond proceeds by the PUC (or, to the extent allowed by law, any charter entity succeeding to the PUC's authority related to expenditure of revenue bonds), the Committee, after consultation with the City Attorney, determines that revenue bond proceeds are being or have been expended for purposes not authorized by the authorizing bond resolution or otherwise amount to an illegal expenditure or illegal waste of such revenue bond proceeds within the meaning of applicable law, the Committee may, by majority vote of all its members, prohibit the further issuance or sale of authorized public utility revenue bonds which have yet to be issued or sold.
- (b) A decision by the Committee to prohibit the issuance and sale of authorized but as yet unissued or unsold revenue bonds may be appealed by the PUC to the Board within 30 days of the Committee's decision. By two-thirds vote of all its members, the Board by resolution may overturn the Committee's decision and remand the matter to the Committee for further consideration consistent with the views expressed by the Board in its resolution.
- (c) Alternatively, the Committee's prohibition on the issuance or sale of authorized but unissued or unsold revenue bonds may be vacated by two-thirds vote of all the members of the Board, if the PUC, in response to the report of the Committee, provides evidence of corrective measures satisfactory to the Board.

### Section 5.35. Application.

- (a) All public utilities revenue bond authorizations approved either concurrent with or after the effective date of this Ordinance shall be subject to the provisions set forth herein.
- (b) All bond authorizations introduced at the Board after the effective date of this Ordinance shall contain a statement incorporating the provisions of this Ordinance

in such bond resolution.

- (c) The provisions of this Ordinance shall also apply to all PUC public utility revenue bonds authorized, issued or offered for sale after July 1, 2002.
- (d) Section 5.30 (d) of this Article shall only apply to PUC revenue bonds authorized after the effective date of this Article.

### Section 5.36. Sunset and Severability.

- (a) Unless the Board by ordinance re-authorizes the provisions of this Ordinance for a specified period of years, the provisions of this Ordinance shall expire on January 1, 2013.
- (b) If any part or provision of this Ordinance or its application to any person or circumstance is held invalid for any reason, the remainder of this Ordinance, including its application to other persons or circumstances, shall not be affected by such a holding, and shall continue in force and effect. To this end, the provisions of this Ordinance are severable.
- (c) The validity of the authorization and issuance of any bonds is not dependent on and shall not be affected in any way by any failure by the Committee, to act in accordance with the provisions of this Ordinance.

Blank Page

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Power Scheduling Coordination and Related Support Services (CS-344)

Funding Source: Energy Services/Wheeling Changes PSC Duration: 4 years 48 weeks
PSC Amount: \$5,000,000 PSC Est. Start Date: 03/03/2014 PSC Est. End Date: 02/01/2019

1. Description of Work

A. Scope of Work:

Perform the functions of San Francisco Public Utilities Commission (SFPUC's) California Independent System Operator (CAISO) scheduling coordination, including submittal of Day Ahead and Real Time interchange schedules, submitting bids, submitting energy trades, managing communications between CAISO and SFPUC schedulers and operators, handling settlements, and other related services.

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

In order for the SFPUC to provide service to its electric customers, it must wheel electric power over the transmission system that is controlled by the CAISO, pursuant to a state law enacted in 1996. The CAISO tariff requires that only entities that have been certified as Scheduling Coordinators may interact with the CAISO to schedule all power that is transported or wheeled over the transmission system. The SFPUC is not a certified Scheduling Coordinator. Without contracting with a certified Scheduling Coordinator, the SFPUC will not be able to transport power to its electric customers.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This service hasn't been provided in the past.

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

2. Union Notification: On 12/17/2013, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

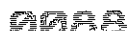
PSC# 45401 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/03/2014

Civil Service Commission Action:



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

A. Specify required skills and/or expertise:  
 Detailed knowledge of CAISO scheduling and settlements, markets, and CAISO charge codes; substantial experience providing scheduling coordination services; knowledge of municipal utilities and hydroelectric operations and maintenance practices.

B. Which, if any, civil service class(es) normally perform(s) this work?  
 5602,

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

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

The 5602 (Utility Specialists) class provides energy trading, energy scheduling, and complex procurement planning analysis. However, this class does not currently have the specialized expertise to meet new requirements for advanced power scheduling, trading and related support services.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
 No. Civil service class 5602 already exists.

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

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

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

ON 01/09/2014 BY:

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

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

**Receipt of Union Notification(s)**  
**◆ Local 21**

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**To:** [Jackson, Shamica; L21PSCReview@ifpte21.org](mailto:Jackson_Shamica; L21PSCReview@ifpte21.org); [Jackson, Shamica](mailto:Jackson_Shamica); [Isen, Richard](mailto:Isen, Richard); [DHR-PSCCoordinator, DHR](mailto:DHR-PSCCoordinator, DHR)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45401 - 13/14  
**Date:** Tuesday, December 17, 2013 2:54:07 PM

---

RECEIPT for Union Notification for PSC 45401 - 13/14 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45401 - 13/14 for \$5,000,000 for Initial Request services for the period 03/03/2014 -- 03/01/2020. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/1005>For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you

intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Additional Attachment(s) of Explanation**

◇ **Section 1B. Explain why this service is necessary and the consequences of denial**



**FULL TEXT:**

[http://www.leginfo.ca.gov/pub/95-96/bill/asm/ab\\_1851-1900/ab\\_1890\\_bill\\_960924\\_chaptered.html](http://www.leginfo.ca.gov/pub/95-96/bill/asm/ab_1851-1900/ab_1890_bill_960924_chaptered.html)

**BILL NUMBER: AB 1890**                      CHAPTERED  
BILL TEXT

CHAPTER    854  
FILED WITH SECRETARY OF STATE    SEPTEMBER 24, 1996  
APPROVED BY GOVERNOR    SEPTEMBER 23, 1996  
PASSED THE SENATE    AUGUST 31, 1996  
PASSED THE ASSEMBLY    AUGUST 30, 1996  
CONFERENCE REPORT NO.    1  
PROPOSED IN CONFERENCE    AUGUST 28, 1996  
AMENDED IN SENATE    JUNE 19, 1996  
AMENDED IN SENATE    APRIL 8, 1996  
AMENDED IN ASSEMBLY    JULY 19, 1995  
AMENDED IN ASSEMBLY    JULY 11, 1995  
AMENDED IN ASSEMBLY    JUNE 19, 1995  
AMENDED IN ASSEMBLY    APRIL 25, 1995

INTRODUCED BY Assembly Member Brulte

(Principal coauthors: Assembly Members Conroy, Kuykendall, and Martinez)

(Principal coauthors: Senators Leonard, Peace, and Sher)

(Coauthors: Assembly Members Ackerman, Alby, Baca, Battin, Baugh, Boland, Frusetta, Goldsmith, Harvey, Margett, McPherson, Miller, Morrissey, Morrow, Pringle, Richter, Alpert, Baldwin, Brown, Bustamante, Cunneen, Davis, Ducheny, Escutia, Gallegos, Hawkins, Hauser, House, Kaloogian, Katz, Knowles, Machado, Mazzoni, Kevin Murray, Willard Murray, Napolitano, Olberg, Poochigian, Rainey, Rogan, Takasugi, and Woods)

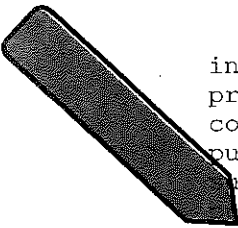
(Coauthors: Senators Alquist, Calderon, Haynes, Johannessen, Kelley, Maddy, Ayala, Dills, Costa, Craven, Hughes, Johnston, Kopp, Killea, Leslie, Marks, Petris, Polanco, Rosenthal, Russell, Solis, and Monteith)

FEBRUARY 24, 1995

An act to amend Sections 955.1 and 3440.1 of the Civil Code, to amend Section 9104 of the Commercial Code, to amend Sections 63010, 63025.1, and 63071 of, and to add Article 6 (commencing with Section 63048) to Chapter 2 of Division 1 of Title 6.7 of, the Government Code, to amend Section 216 of, to add Chapter 2.3 (commencing with Section 330) to, to add Article 5.5 (commencing with Section 840) to Chapter 4 of, Part 1 of Division 1 of, to add Division 4.9 (commencing with Section 9600) to, and to repeal Article 12 (commencing with Section 394) of Chapter 2.3 of Part 1 of Division 1 of, the Public Utilities Code, relating to public utilities, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 1890, Brulte. Public utilities: electrical restructuring.



Existing law provides for the furnishing of utility services, including residential electrical, gas, heat, and water services, by privately owned public utilities subject to the jurisdiction and control of the Public Utilities Commission and similar services by publicly owned public utilities including municipal corporations subject to their governing bodies and municipal utility districts and public utility districts subject to their boards and directors.

The bill would amend the Public Utilities Act to require that the commission undertake various actions, including the facilitation of the efforts of the state's electrical corporations to develop and obtain authorization of the Federal Energy Regulatory Commission for the creation and operation of an Independent System Operator and an Independent Power Exchange, and the authorization of direct transactions between electricity suppliers and end use customers, subject to implementation of a nonbypassable charge.

This bill would prohibit any person, corporation, electrical corporation, or local publicly owned electric utility or other governmental entity other than a retail customer's existing electric service provider as of December 20, 1995, from providing electric service to a retail customer of a publicly owned electric utility unless the customer pays to the utility currently providing electric service, a nonbypassable generation-related severance fee or transition charge, as defined, established by the regulatory body for that utility.

The bill would prohibit a local publicly owned electric utility or other governmental entity from providing electrical service to a retail customer of an electrical corporation unless that customer pays a nonbypassable transition charge to the electrical corporation.

The bill would require the local regulatory body of each local publicly owned electric utility to determine whether it will authorize direct transactions between electricity suppliers and end use customers, subject to implementation of the nonbypassable severance fee or transition charge, and provide for procedures to implement the direct transactions.

This bill would provide for the issuance of rate reduction bonds for the recovery of transition costs, as defined, by electrical corporations, pursuant to the restructuring of the electrical services industry.

Under the Bergeson-Peace Infrastructure and Economic Development Bank Act, the California Infrastructure and Economic Development Bank is authorized to, among other things, issue and sell or purchase bonds, as defined, make loans, and provide for other types of financing for qualifying projects for public improvements by specified public agencies, known as sponsors, and to execute any instrument necessary, convenient, or appropriate to carry out any power expressly given to the bank by the act. The act also establishes and makes available to the bank the California Infrastructure Bank Fund, a special fund continuously appropriated for these purposes.

By providing for the financing of transition costs under the act which is a new use of continuously appropriated funds, this bill would make an appropriation.

The bill would also incorporate changes to Section 216 of the

Public Utilities Code proposed by AB 2501, to take effect if both bills are chaptered and this bill is chaptered last.

Since a violation of the Public Utilities Act is a misdemeanor, the bill would impose additional duties upon local law enforcement agencies, and the bill would also impose additional duties on local agencies, thereby constituting a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

This bill would declare that it is to take effect immediately as an urgency statute.

Appropriation: yes.

## **Additional Attachment(s) of Explanation**

### **◇ Section 5. Additional Information**

#### **5B. Will the contractor train City and County employees?**

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

## **Supplemental Attachment A:**

### **Will the contractor train City and County employees?**

The contractor will provide San Francisco Public Utilities Commission (SFPUC) staff (including management, utility specialists and utility analysts) with training to provide continuity of business services, enhanced trading and scheduling capabilities, and market value assessment. The contractor will provide on-going support and training to SFPUC staff in the Power Purchasing & Scheduling, Settlements, and Strategic Planning groups of changing electricity market conditions and their impacts on scheduling, trading and settlements.

The contractor will provide training on software changes and modifications required to comply with scheduling best practices and industry standards. The contractor will provide approximately 200 hours over a twelve (12) month period on the initial training. The contractor will provide on-going support throughout the term of the agreement.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: RECREATION AND PARK COMMISSION -- REC Dept. Code: REC

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

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

Type of Service: Environmental consulting services for the SF Marina, East harbor Renovation project

Funding Source: RPD Capital Improvement Project PSC Duration: 4 years
PSC Amount: \$2,000,000 PSC Est. Start Date: 01/01/2014 PSC Est. End Date: 12/31/2017

1. Description of Work

A. Scope of Work:

Consultants will perform a full range of highly specialized environmental services associated with the planning, design and construction of the SF Marina East Harbor Renovation project. Work scope will include the following: 1) preparation of a comprehensive evaluation of sediment character through sampling and laboratory analysis; 2) development of a dredge management and remediation strategy based on the priorities established for the project; 3) facilitation of the regulatory permitting process for dredging, disposal and containment of sediments on behalf of the City; 4) provide technical expertise during the contracting process; 5) perform environmental monitoring and oversight during the construction process; and 6) prepare a variety of technical reports, presentations, management plans, and other materials needed to satisfy the regulatory agencies.

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

Securing these specialized services and expertise are necessary because the City does not currently possess it. Recreation & Park Department(RPD) must respond to immediate concerns related to the known presence of hazardous materials on our bayside property. In order to deal with the problem we must prepare specialized reports that assess ecological risk, and environmental hazards posed by contaminants present in the harbor sediments. Denial of these services may compromise the quality of bay water, and negatively impact the bay habitat and its many living creatures.

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

Similar contractual services were provided through previous Department of Public Works As-Needed Sediment Sampling, Characterization and Disposal Consultation Services Contracts.

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

2. Union Notification: On 12/10/2013, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45419 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/03/2014

Civil Service Commission Action:



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

A. Specify required skills and/or expertise:

The project requires specialized environmental consultants with expertise in complex, dredging programs under the regulatory oversight of the US Army Corps of Engineers, SF Bay Conservation & Development Commission, and the Bay Area Regional Water Quality Control Board. Scope of work requires detailed technical knowledge and experience dealing with remediation of contaminated sediments, requiring strong technical knowledge in containment design and long-range residual management.

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

5298,5299,

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

Yes. They would provide specialized equipment, trained personnel, and monitoring equipment which is not cost effective for the City to purchase and maintain.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

The specialized scope of the necessary environmental services exceeds the City's current capabilities of staff and equipment.

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

No, the work is highly specialized and project specific. Projects of this type and size requiring this particular work are infrequent so the adoption of a new civil service class to perform this work would be impractical.

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

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

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

ON 01/17/2014 BY:

Name: Sean McFadden Phone: 415 831 2779 Email: sean.mcfadden@sfgov.org

Address: 501 Stanyan Street San Francisco, CA

**Receipt of Union Notification(s)**  
**◆ Local 21**



From: dhr-psccordinator@sfgov.org  
Sent: Tuesday, December 10, 2013 9:12 AM  
To: McFadden, Sean; L21PSCReview@ifpte21.org; McFadden, Sean; DHR-  
PSCCoordinator, DHR; Isen, Richard  
Subject: Receipt of Notice for new PCS over \$100K PSC # 45419 - 13/14

RECEIPT for Union Notification for PSC 45419 - 13/14 more than \$100k

The RECREATION AND PARK COMMISSION -- REC has submitted a request for a Personal Services Contract (PSC) 45419 - 13/14 for \$2,000,000 for Initial Request services for the period 01/01/2014 □ 12/31/2017. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/923>

Email sent to the following addresses: L21PSCReview@ifpte21.org for Architect & Engineers, Local 21 jebrenner@ifpte21.org for Architect & Engineers, Local 21

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT -- FIR Dept. Code: FIR

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

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

Type of Service: Emergency Medical Service (EMS) Billing & Revenue Services

Funding Source: Gov't, private health insurance PSC Duration: 4 years
PSC Amount: \$1,500,000 PSC Est. Start Date: 07/01/2014 PSC Est. End Date: 06/30/2018

1. Description of Work

A. Scope of Work:

Provide complete billing and collection services for all Fire Department paramedic ambulance activities. Receive secured data of Department's Electronic Patient Care Reports and transmittal into billing system; data input, scanning and entry of paper pre-hospital care records; coding and medical necessity leveling of incidents; patient contact for follow-up collections; bill and invoice creation, generation, and distribution; industry research on fee structures and "usual and customary" rates; maintain fluency in payer class allowances, as well as changes and updates in the federal reimbursement structures and fee schedules; analyze revenue and provide assessments and projections to financial staff. Provide and assist with maintaining electronic field data capture system for use by field personnel; collection of Continuous Quality Improvement information.

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

This highly specialized and complex billing services generates revenue to support EMS and paramedic ambulance services in the Fire Department. Denial of this service will result in the loss of revenue exceeding \$20 million annually. Loss of these revenue funds will create the need for a draw on the City's General Fund.

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

This type of service was previously approved by the Civil Service Commission at its meeting of May 15, 2006 (PSC# 4117-05/06). That contract lasted for four years.

D. Will the contract(s) be renewed? Yes, up to a seven-year total duration.

2. Union Notification: On 11/19/2013, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43352 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/03/2014

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

A. Specify required skills and/or expertise:  
Please see complete description as an attachment.

B. Which, if any, civil service class(es) normally perform(s) this work?  
1630,1663,1635,1636,1637,

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

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Civil service classes cannot perform the full range of EMS billing and collection of this scope and magnitude. The Department generates over 60,000 accounts per year. No infrastructure exists within the City or the Department to support the resources needed for the full range of services (coding, billing, payment, auditing, insurance).

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

No, it would cost the City more money to establish, maintain and staff an infrastructure that could perform the full range of EMS billing and collection for the Department.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service? Fire Commission approval, Resolution #424-0611	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 02/06/2014 BY:

Name: Jesusa Bushong Phone: 4155583615 Email: jesusa.bushong@sfgov.org

Address: 698 Second Street, Room 209 San Francisco, CA 94107

**Receipt of Union Notification(s)**  
**◆ Local 1021**

**Dang, Leorah**

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Tuesday, November 19, 2013 11:29 AM  
**To:** Bushong, Jesusa; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; Bushong, Jesusa; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43352 - 13/14

RECEIPT for Union Notification for PSC 43352 - 13/14 more than \$100k

The FIRE DEPARTMENT -- FIR has submitted a request for a Personal Services Contract (PSC) 43352 - 13/14 for \$1,500,000 for Initial Request services for the period 07/01/2014 – 06/30/2018. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/653>

Email sent to the following addresses: [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org) for SEIU 1021

Miscellaneous

[joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net) for SEIU 1021 Miscellaneous [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) for SEIU 1021 Miscellaneous

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4117-05/06

4117-05/06  
Similar



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

May 17, 2006

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4111-05/06  
THROUGH 4122-05/06; 4072-05/06; 4112-02/03; 4114-02/03 AND  
4127-02/03.

LINDA RICHARDSON  
PRESIDENT

THOMAS T. NG  
VICE PRESIDENT

ALICIA D. BECERRIL  
COMMISSIONER

DONALD A. CASPER  
COMMISSIONER

MORGAN R. GORRONO  
COMMISSIONER

KATE FAVETTI  
EXECUTIVE OFFICER

At its meeting of May 15, 2006 the Civil Service Commission had for its consideration the above matter.

It was the decision of the Commission to adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser. (The Department of Public Health to report the second meeting of May 2007 on the status of PSC #4116-05/06.)

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

CIVIL SERVICE COMMISSION

KATE FAVETTI  
Executive Officer

### Attachment

- c: Jesusa Bushong, San Francisco Fire Department
- Gordon Choy, Department of Public Works
- Eugene Clendinen, District Attorney
- Philip Ginsburg, Human Resources Director
- Elizabeth Jacobi, Department of Human Resources
- Kathy Mallegni, Port Commission
- Jonathan Nelly, Department of Human Resources
- Anne Okubo, Department of Public Health
- Lee Okumoto, Public Utilities Commission
- Marc Rosaaen, Department of Telecommunications
- Jeannie Wong, Office of the Controller
- Commission File
- Chron

POSTING FOR  
May 15, 2006

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of Work	Director
4111-05/06	40	Public Utilities Commission	Regular	\$550,000.00	Will conduct AAR and CER for up to 10 groundwater well stations in Northern San Mateo County. Will screen and identify potential groundwater well sites and develop water well station CER including well pump, groundwater treatment and distribution.	15-Dec-08
4112-05/06	40	Public Utilities Commission	Regular	\$500,000.00	Will provide Water Saver Program that offers payments for water-saving projects involving replacement of existing equipment or processes with new, high-efficiency equipment or systems in the SFPUC retail service territory.	31-May-07
4113-05/06	40	Public Utilities Commission	Regular	\$450,000.00	Will provide coordination & work plan preparation; environmental document scoping; environmental background and field studies; alternative analysis; preparation of draft environmental documents; public review of documents; & response to public comments.	31-May-09
4114-05/06	40	Public Utilities Commission	Regular	\$300,000.00	Will install 30 kW at Maxine Hall Medical Center at 1301 Pierce and Chinatown Branch Library at 1135 Powell.	30-Nov-07
4115-05/06	40	Public Utilities Commission	Regular	\$9,800,000.00	Will perform detailed analyses of facility energy use and provide energy-efficiency retrofit recommendations and cost-benefit analysis for HVAC, controls, and lighting retrofits.	30-Sep-13
4116-05/06	81	Public Health	Regular	\$7,505,000.00	Will provide temporary laundry services for Laguna Honda Hospital & San Francisco General Hospital. Services include picking up and processing soiled hospital laundry seven days per week, including holidays.	30-Jun-08
4117-05/06	31	Fire	Regular	\$4,465,000.00	Will provide complete billing and collection services for all Fire Department paramedic ambulance activities. Services include but are not limited to data input, scanning and entry of paper Pre-hospital Care Records.	30-Jun-10
4118-05/06	39	Port	Regular	\$150,000.00	Will research, analyze and assess the historic resource eligibility, as well as physical condition of 30 structures, buildings and features at the Port's 65 acre Pier 70 property.	01-Jul-07

CSF: DHR  
PSCPSTNG



PERSONAL SERVICES CONTRACT SUMMARY

DATE: 03/23/06

DEPARTMENT NAME Fire Department

DEPARTMENT NUMBER 31

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

TYPE OF REQUEST:

xx INITIAL REQUEST [ ] MODIFICATION (PSC# [ ])

TYPE OF SERVICE: Provide highly specialized EMS billing and revenue services, and electronic data collection system with integration into billing computers

FUNDING SOURCE: Collections are from federal health care reimbursements (Medi-Care, Medi-Cal & Medi-Caid), Private Payor Insurance Carriers and Individual users of the City's EMS ambulance service

PSC AMOUNT: ZERO DOLLARS (contingency fees up to 1.4 million dollars per year)

PSC DURATION: Initial four (4) year contract, with two 2-year extension options (July 1 2006 - June 30 2010)

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Provide complete billing and collection services for all Fire Department paramedic ambulance activities. Data input, scanning and entry of paper Pre-hospital Care Records, coding and medical necessity leveling, patient contact for follow-up collections, bill and invoice creation, generation and distribution, industry research on fee structures and 'usual and customary' rates, maintain fluency in payor class allowances and changes and updates in the federal reimbursement structures and fee schedules, analyze revenue and provide assessments and projections to financial staff. Provide and maintain electronic field data capture system for use by field personnel (electronic PCR) and collection of Continuous Quality Improvement information.

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

This highly specialized and complex billing service generates revenue to support EMS and paramedic ambulances services in the Fire Department. Denial of this service will result in loss of revenue equal to - or exceeding - 18 million dollars per year. Loss of these funds will create an equal draw on the General Fund, above and beyond current levels.

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

Services have been provided by Allied Information and Services, which was purchased by the incumbent Advanced Data Processing, Inc. PSC # 3224 - 99/00

D. Will the contract(s) be renewed:

Yes

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

Local 790
Union Name
SEIU-L790
SEIU-UHW
Union Name

Signature of person mailing / faxing form
Julia Bushong
Signature of person mailing / faxing form

03/30/06
Date
4-12-06
Date

RFP sent to [ ] on [ ]
Union Name Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: Minimum of five years experience in the health care receivables industry, two years of which must be in EMS collections. Contractor should also be experienced in provision and implementation of electronic patient care data collection. Compliant with all federal HIPAA and privacy regulations, No pending federal audits, Not on the federal Office of the Inspector General (OIG) Exclusion List and that none of Proposer's employees is on the federal OIG Exclusion List and that Proposer will not employ anyone on that list. Provision experience of system(s) that comply with version 2.1 or better of the *National Highway Transportation Safety Administration Uniform Pre-hospital Emergency Medical Services Dataset*, including implementation of the standard's XML specifications.

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

1630 Account Clerk, 1663, 1635, 1636 & 1637 Healthcare Billing Clerks

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

Contractor will provide billing and data collection systems and invoice generation and submission capabilities that SFFD does not currently possess. Contractor will also provide computer hardware and software for field collection of clinical, health care, financial and insurance data.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service staff does not possess full range of services required for this contract. Lack of space, computer and telecommunications equipment and software for this service. SFFD generates upwards of 55,000 billable accounts per year.

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

No. The high cost of providing this service In-House makes outsourcing most financial feasible.

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

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

Yes  No

B. Will the contractor train City and County employees?

- Describe training and indicate approximate number of hours.

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

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

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

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

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

Advanced Data Processing currently provides this service

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



Signature of Departmental EMS Personal Services Contract Coordinator

Captain Andy Zanoloff  
Print or Type Name

415 558 3646  
Telephone Number

698 Second Street, # 313, San Francisco, CA 94107  
Address

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Minimum of 5 years health care receivables industry experience, 2 years must be in EMS collections; provision and implementation of electronic patient data care collection; compliant with all Health Insurance Portability & Accountability Act (HIPAA) and privacy regulations. Proposer and its employees, current and future, cannot be on the Federal Office of Inspector General (OIG) Exclusion list. Specific systems experience in National Highway Transportation Safety Administration Uniform Pre-Hospital EMS dataset P2.1 or higher, including implementation of the standard's XML specifications.

PERSONAL SERVICES CONTRACT AWARD NOTICE

DATE: May 25, 2006

DEPARTMENT: 31 Fire

PERSONAL SERVICES CONTRACT NUMBER (PSC#): 4117-05/06

PERSONAL SERVICES CONTRACT APPROVAL DATE: May 15, 2006

WILL THIS CONTRACT BE AWARDED TO MULTIPLE CONTRACTORS? No

IF YES, THIS AWARD NOTICE IS FOR CONTRACTOR NUMBER \_\_\_\_ OF \_\_\_\_

CONTRACTOR: American Medibanc

AMOUNT: \$4,465,000      DURATION: Four years, through June 30, 2010

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

*Jesusa S. Bushong*

Signature of Departmental Personal Services Contract (PSC) Coordinator

Jesusa S. Bushong  
Print or Type Name

(415) 558-3615  
Telephone Number

NOTE: At the same time the contract is awarded, the department must submit this form to Personal Services Contracts, Department of Human Resources, 44 Gough Street, San Francisco, CA 94103.

Blank Page

**Additional Attachment(s) of Explanation**

◇ **Section 5. Additional Information**

**5E. Has a board or commission determined that contracting is the most effective way to provide this service?**

Resolution No.: 424-D10

FILE NO. 060722

RESOLUTION NO. 424-06

1 [Contract approval – Fire Department Emergency Medical Services Billing and Collections.]

2  
3 Resolution approving the award and execution of San Francisco Fire Department  
4 Contract Number 4117-05/06, Emergency Medical Services Billing & Collections, to  
5 American Medibanc, Incorporated. In addition to generating approximately \$19 million  
6 per year in revenue, out of which the City will pay American Medibanc a percentage  
7 varying from 7.0% to 5.5%, contractor also will provide the Department a system for  
8 electronic patient data collection and reporting. The term of the contract is four years,  
9 with two renewal options of two years each.

10  
11 WHEREAS, The Fire Department bills for Emergency Medical Services pursuant to  
12 San Francisco Administrative Code § 120;

13 WHEREAS, The San Francisco Fire Department issued a Request for Proposals on  
14 April 11, 2005 for billing services and patient data collection and reporting equipment and  
15 software;

16 WHEREAS, the Scoring Committee selected American Medibanc as the highest  
17 qualified scorer;

18 WHEREAS, American Medibanc represents and warrants that it is qualified to perform  
19 the services required by CITY as set forth under this Contract;

20 WHEREAS, The proposed contract with American Medibanc is on file with the Clerk of  
21 the Board of Supervisors in File No. <sup>060722</sup>, which is hereby declared to be a part of this  
22 resolution as if set forth fully herein;

23 WHEREAS, the Chief of the Fire Department approved and recommends the contract;

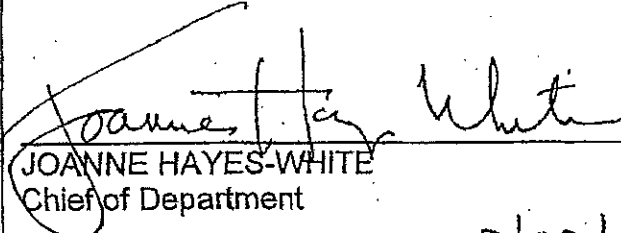
24 WHEREAS, The San Francisco Fire Commission approved and recommends the  
25 contract with American Medibanc on March 23, 2005; and

1 WHEREAS, City Charter Section 9.118 requires that the contract also be approved by  
2 the Board of Supervisors because the Department anticipates that it will generate revenue of  
3 over \$1,000,000; now, therefore, be it

4 RESOLVED, That the Board of Supervisors approves the award and execution of San  
5 Francisco Fire Department Contract No. 4117-05/06, Emergency Medical Services Billing &  
6 Collections, with American Medibanc, for a term of four years, with two renewal options of two  
7 years.

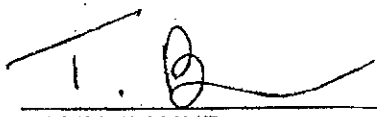
8 RECOMMENDED:

9 SAN FRANCISCO FIRE DEPARTMENT

10  
11   
12 \_\_\_\_\_  
13 JOANNE HAYES-WHITE  
14 Chief of Department

APPROVED AND RECOMMENDED:

SAN FRANCISCO FIRE COMMISSION

15  
16   
17 \_\_\_\_\_  
18 TANIA BAUER  
19 Commission Secretary

20  
21  
22  
23  
24  
25  
05/23/06





City and County of San Francisco  
Tails  
Resolution

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

File Number: 060722

Date Passed:

Resolution approving the award and execution of San Francisco Fire Department Contract Number 4117-05/06, Emergency Medical Services Billing & Collections, to American Medibanc, Incorporated. In addition to generating approximately \$19 million per year in revenue, out of which the City will pay American Medibanc a percentage varying from 7.0% to 5.5%, contractor also will provide the Department a system for electronic patient data collection and reporting. The term of the contract is four years, with two renewal options of two years each.

July 18, 2006 Board of Supervisors — ADOPTED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell,  
McGoldrick, Mirkarimi, Peskin, Sandoval

File No. 060722

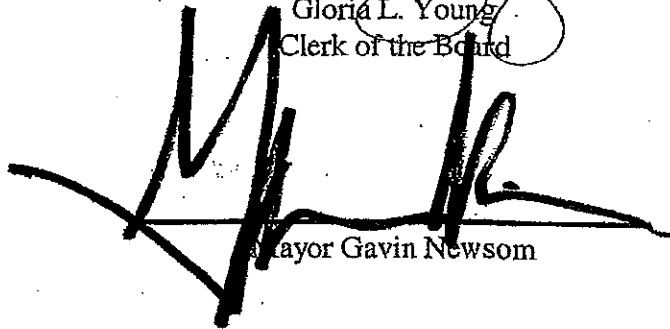
I hereby certify that the foregoing Resolution  
was ADOPTED on July 18, 2006 by the  
Board of Supervisors of the City and County  
of San Francisco.



Gloria L. Young  
Clerk of the Board

7/21/2006

Date Approved



Mayor Gavin Newsom

Blank Page

# **Modification**

## **Personal Services Contracts**

Blank Page

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT Dept. Code: ECD

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 3044 13/14)

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

Type of Service: CBRNE Project Consultant

Funding Source: Homeland Security Grant - UASI
PSC Original Approved Amount: \$50,000 PSC Original Approved Duration: 10/01/13 - 03/31/14 (25 weeks 6 c
PSC Mod#1 Amount: \$25,000 PSC Mod#1 Duration: 04/01/14-06/30/14 (13 weeks)
PSC Mod#2 Amount: \$400,000 PSC Mod#2 Duration: 07/01/14-03/31/17 (2 years 39 weeks)
PSC Cumulative Amount Proposed: \$475,000 PSC Cumulative Duration Proposed: 3 years 26 weeks

1. Description of Work

A. Scope of Work:

Contractor will plan and coordinate the Bay Area UASI Chemical Biological, Radiological, Nuclear, Explosives (CBRNE) project portfolio. This portfolio consists of \$1 million of investments in equipment necessary to strengthen CBRNE detection, response, and decontamination capabilities throughout the entire Bay Area UASI Region. The contractor will provide a secure and up to date inventory of regional resources that can be easily accessed, understood, and utilized by the region for planning and mutual aid purposes. Contractor will provide input, guidance, and feedback on UASI risk management reports such as the Threat and Hazard Identification and Risk Assessment (THIRA), Bay Area Homeland Security Strategy, and Core Capability Assessment.

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

The UASI Region is comprised of twelve counties and three core cities, which together receive federal funding to combat and respond to terrorism and related catastrophic disasters throughout the entire Bay Area. Denial of this request will hinder the Bay Area UASI Region's ability to develop future funding requests and secure increased funding for SF and all of the Bay Area cities and counties. This in turn can jeopardize the Bay Area UASI Region's ability to prevent, protect against, respond to and recover from acts of terrorism and other man-made or natural catastrophes in the Bay Area.

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

Services have been provided in the past through earlier PSC request. See 3044 13/14

D. Will the contract(s) be renewed? Based on need, performance, and funding availability.

2. Union Notification: On 02/07/14, the Department notified the following employee organizations of this PSC/RFP request: Municipal Executive Association; Firefighters - B/U 1;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3044 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/03/2014

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

A. Specify required skills and/or expertise:

This service requires extensive knowledge and expertise in Chemical, Biological, Radiological, Nuclear, Explosives (CBRNE) detection, response and decontamination capabilities throughout the entire Bay Area UASI Region. The contractor must have experience in how to prevent, respond to, and recover from acts of terrorism or man-made/natural disasters at the regional level. The provider must know how the unique characteristics of each member county impacts the entire Region during disaster preparedness and recovery.

B. Which, if any, civil service class(es) normally perform(s) this work?  
H030,0931,

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

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Existing staff does not have the time to conduct a project of this magnitude. Also, because this service spans across twelve counties it is important that the provider be a neutral entity not associated with any of the counties.

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

No, because the regional, state, and national interaction required to perform this service would make it impractical for a San Francisco civil service employee to perform this work for and on behalf of other counties. Funding is from a time limited grant from the Department of Homeland Security.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 02/07/14 BY:

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

Address: 1011 Turk Street San Francisco, CA

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

◆ **Local 798**

◆ **MEA**



**Kim-Molina, Mikyung**

---

From: Kim-Molina, Mikyung  
Sent: Friday, February 07, 2014 2:57 PM  
To: staff@sfmea.com; jvannucchi@sbcglobal.net; Isen, Richard; DHR-PSCCoordinator, DHR  
Subject: FW: Receipt of Notice for new PCS over \$100K Initial PSC # 40490 - 13/14 changed to Modified PSC#3044-13/14

At the request of DHR I am re-forwarding this PSC to the impacted unions. Please note: the PSC# has changed from an Initial PSC#40490-13/14 to a Modification to PSC#3044-13/14. There are no changes to the scope. This PSC is scheduled for the 3/3/14 CSC Meeting. Please let me know by 2/12/14 if you have any questions regarding this PSC. Thanks.

---

Mikyung Kim-Molina  
Bay Area UASI  
711 Van Ness Avenue, Suite 420  
San Francisco, CA 94102  
(415) 353-5230

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

From: [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [<mailto:dhr-psccordinator@sfgov.org>]  
Sent: Friday, January 03, 2014 12:59 PM  
To: Lee, William; [staff@sfmea.com](mailto:staff@sfmea.com); [jvannucchi@sbcglobal.net](mailto:jvannucchi@sbcglobal.net); Kim-Molina, Mikyung; Isen, Richard; DHR-PSCCoordinator, DHR  
Subject: Receipt of Notice for new PCS over \$100K PSC # 40490 - 13/14

RECEIPT for Union Notification for PSC 40490 - 13/14 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 40490 - 13/14 for \$400,000 for Initial Request services for the period 04/01/2014 - 03/31/2017. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/1102> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 3044-13/14

3044-13/14  
Initial

City and County of San Francisco

Department of Human Resources

**PERSONAL SERVICES CONTRACT SUMMARY**

DATE: 08/26/13

DEPARTMENT NAME: Emergency Management DEPARTMENT NUMBER: 77

TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING \_\_\_\_\_)  
 CONTINUING  ANNUAL

TYPE OF REQUEST:

INITIAL REQUEST  MODIFICATION (PSC# \_\_\_\_\_)

TYPE OF SERVICE: CBRNE Project Consultant

FUNDING SOURCE: Homeland Security Grant - Urban Areas Security Initiative (UASI)

PSC AMOUNT: \$50,000 PSC DURATION: 10/01/2013 - 03/31/2014

**1. DESCRIPTION OF WORK**

**A. Concise description of proposed work:** Contractor will plan and coordinate the Bay Area UASI Chemical Biological, Radiological, Nuclear, Explosives (CBRNE) project portfolio. This portfolio consists of \$1 million of investments in equipment necessary to strengthen CBRNE detection, response, and decontamination capabilities throughout the entire Bay Area UASI Region. The contractor will provide a secure and up to date inventory of regional resources that can be easily accessed, understood, and utilized by the region for planning and mutual aid purposes. Contractor will provide input, guidance, and feedback on UASI risk management reports such as the Threat and Hazard Identification and Risk Assessment (THIRA), Bay Area Homeland Security Strategy, and Core Capability Assessment.

**B. Explain why this service is necessary and the consequences of denial:** The UASI Region is comprised of twelve counties and three core cities, which together receive federal funding to combat and respond to terrorism and related catastrophic disasters throughout the entire Bay Area. Denial of this request will hinder the Bay Area UASI Region's ability to develop future funding requests and secure increased funding for SF and all of the Bay Area cities and counties. This in turn can jeopardize the Bay Area UASI Region's ability to prevent, protect against, respond to and recover from acts of terrorism and other man-made or natural catastrophes in the Bay Area.

**C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):**  
This service has not been provided in the past.

**D. Will the contract(s) be renewed:** Subject to evaluation of contractor performance, availability of grant funds, and departmental and regional needs.

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

<u>MEA</u>	<u><i>Micki Callahan</i></u>	<u>8/28/13</u>
Union Name	Signature of person mailing / faxing form	Date
<u>Local 798</u>	<u><i>Micki Callahan</i></u>	<u>8/28/13</u>
Union Name	Signature of person mailing / faxing form	Date

RFP sent to \_\_\_\_\_ on \_\_\_\_\_  
Union Name Date Signature

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3044-13/14

Approval Date: 10/09/2013

By: *Micki Callahan*  
Micki Callahan, Human Resources Director

DHR  
Rec'd 9/20/2013

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. **Specify required skills and/or expertise:** This service requires extensive knowledge and expertise in Chemical, Biological, Radiological, Nuclear, Explosives (CBRNE) detection, response and decontamination capabilities throughout the entire Bay Area UASI Region. The contractor must have experience in how to prevent, respond to, and recover from acts of terrorism or man-made/natural disasters at the regional level. The provider must have a thorough understanding of how the unique characteristics of each member county impacts, not only the county, but the entire Bay Area region during disaster preparedness and recovery.
- B. **Which, if any, civil service class normally performs this work?** H030 Fire Captain, 0931 Manager III.
- C. **Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:** No.


4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. **Explain why civil service classes are not applicable:** Existing staff does not have the time to conduct a project of this magnitude. Also, because this service spans across twelve counties it is important that the provider be a neutral entity not associated with any of the counties.
- B. **Would it be practical to adopt a new civil service class to perform this work? Explain:** No, because the regional, state, and national interaction required to perform this service would make it impractical for a San Francisco civil service employee to perform this work for and on behalf of other counties. Funding is from a time limited grant from the Department of Homeland Security.

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

- |   | <u>Yes</u>                          | <u>No</u>                           |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees?<br>- Describe training and indicate approximate number of hours.<br>- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? <i>The Bay Area UASI Approval Authority has approved this contracted service.</i>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

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

  
Signature of Departmental Personal Services Contract Coordinator

*Fok*  
William Lee  
Print or Type Name

(415) 558-3866  
Telephone Number

Department of Emergency Management - DES

1011 Turk Street, SF, CA 94102  
Address

**Kim-Molina, Milkyung**

---

**From:** Kim-Molina, Milkyung  
**Sent:** Wednesday, August 28, 2013 10:10 AM  
**To:** 'rebecca@sfmea.com'  
**Subject:** PSC1 - CBRNE Consultant  
**Attachments:** PSC1 - CBRNE signed.pdf

Hello – Attached is a PSC 1 for review. Please let me know if you need further information.

---

Milkyung Kim-Molina  
Bay Area UASI  
711 Van Ness Avenue, Suite 420  
San Francisco, CA 94102  
(415) 353-5230

**Kim-Molina, Mikyung**

---

**From:** Kim-Molina, Mikyung  
**Sent:** Wednesday, August 28, 2013 10:14 AM  
**To:** 'tpoconnor1@gmail.com'; 'gail@sffdlocal798.org'  
**Subject:** PSC1 - CBRNE  
**Attachments:** PSC1 - CBRNE signed.pdf

Hello – Attached is a PSC1 for review. Please let me know if you have any questions.

---

Mikyung Kim-Molina  
Bay Area UASI  
711 Van Ness Avenue, Suite 420  
San Francisco, CA 94102  
(415) 353-5230

**Kim-Molina, Mikyung**

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Wednesday, January 22, 2014 10:16 AM  
**To:** Kim-Molina, Mikyung; Lee, William; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** PSC Approval Notice DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD - PSC # 3044 13/14 - MODIFICATIONS

PSC# 3044 13/14 for CBRNE Project Consultant services has been approved on 01/22/2014 by the Department of Human Resources for the amount of \$50,000 and duration of 10/01/2013 - 03/31/2014.

<http://apps.sfgov.org/dhrdrupal/node/1092>

3044-13/14  
Mod#1

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT Dept. Code: ECD

Type of Request:  Initial  Modification of an existing PSC (PSC # 3044 13/14)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: CBRNE Project Consultant

Funding Source: <u>Homeland Security Grant - UASI</u>	
PSC Original Approved Amount: <u>\$50,000</u>	PSC Original Approved Duration: <u>10/01/13 - 03/31/14 (25 weeks 6 c</u>
PSC Mod#1 Amount: <u>\$25,000</u>	PSC Mod#1 Duration: <u>04/01/14-06/30/14 (13 weeks)</u>
PSC Mod#2 Amount: _____	PSC Mod#2 Duration: _____
PSC Cumulative Amount Proposed: <u>\$75,000</u>	PSC Cumulative Duration Proposed: <u>38 weeks 6 days</u>

**1. Description of Work**

**A. Scope of Work:**

Contractor will plan and coordinate the Bay Area UASI Chemical Biological, Radiological, Nuclear, Explosives (CBRNE) project portfolio. This portfolio consists of \$1 million of investments in equipment necessary to strengthen CBRNE detection, response, and decontamination capabilities throughout the entire Bay Area UASI Region. The contractor will provide a secure and up to date inventory of regional resources that can be easily accessed, understood, and utilized by the region for planning and mutual aid purposes. Contractor will provide input, guidance, and feedback on UASI risk management reports such as the Threat and Hazard Identification and Risk Assessment (THIRA), Bay Area Homeland Security Strategy, and Core Capability Assessment.

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

The UASI Region is comprised of twelve counties and three core cities, which together receive federal funding to combat and respond to terrorism and related catastrophic disasters throughout the entire Bay Area. Denial of this request will hinder the Bay Area UASI Region's ability to develop future funding requests and secure increased funding for SF and all of the Bay Area cities and counties. This in turn can jeopardize the Bay Area UASI Region's ability to prevent, protect against, respond to and recover from acts of terrorism and other man-made or natural catastrophes in the Bay Area.

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

Services have been provided in the past through earlier PSC request. See 3044 13/14

**D. Will the contract(s) be renewed? Based on need, performance, and funding availability.**

**2. Union Notification:** On 01/07/14, the Department notified the following employee organizations of this PSC/RFP request: Firefighters - B/U 1;

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3044 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/22/2014

Civil Service Commission Action:

July 2013



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

A. Specify required skills and/or expertise:

This service requires extensive knowledge and expertise in Chemical, Biological, Radiological, Nuclear, Explosives (CBRNE) detection, response and decontamination capabilities throughout the entire Bay Area UASI Region. The contractor must have experience in how to prevent, respond to, and recover from acts of terrorism or man-made/natural disasters at the regional level. The provider must know how the unique characteristics of each member county impacts the entire Region during disaster preparedness and recovery.

B. Which, if any, civil service class(es) normally perform(s) this work?  
H030,0931,

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

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Existing staff does not have the time to conduct a project of this magnitude. Also, because this service spans across twelve counties it is important that the provider be a neutral entity not associated with any of the counties.

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

No, because the regional, state, and national interaction required to perform this service would make it impractical for a San Francisco civil service employee to perform this work for and on behalf of other counties. Funding is from a time limited grant from the Department of Homeland Security.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 01/07/14 BY:

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

Address: 1011 Turk Street San Francisco, CA

**Kim-Molina, Mikyung**

---

**From:** Kim-Molina, Mikyung  
**Sent:** Thursday, January 09, 2014 3:45 PM  
**To:** staff@sfmea.com; jvannucchi@sboglobal.net; Isen, Richard; DHR-PSCCoordinator, DHR  
**Subject:** PSC#: 3044-13/14 Expedited/Mod  
**Attachments:** PSC# 3044-1314 Expedited Mod scanned version.pdf

Hello – On 1/7/14, I prepared and sent an expedited modification for the above PSC, but I did not receive a “receipt for union notification”. At the request of DHR, I am e-mailing the affected unions a hard copy of this modification. Please let me know if you have any questions.

---

Mikyung Kim-Molina  
Bay Area UASI  
711 Van Ness Avenue, Suite 420  
San Francisco, CA 94102  
(415) 353-5230

Blank Page

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 4049-11/12)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Mandated Hospital Srvc. Excellence trng. (lecture based) to comply with the req.of 1115 waiver

Funding Source: DSRIP Funds, SFGH Bond, GF

PSC Original Approved Amount: \$1,000,000

PSC Original Approved Duration: 01/01/12 - 06/30/23 (11 years 26 w

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$500,000

PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$1,500,000

PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: \_\_\_\_\_

PSC Mod#4 Duration: \_\_\_\_\_

PSC Cumulative Amount Proposed: \$3,000,000

PSC Cumulative Duration Proposed: 11 years 26 weeks

**1. Description of Work**

**A. Scope of Work:**

This modification is for the inclusion of additional trainings in support of the service excellence projects currently underway within the Department of Public Health. Additional trainings will focus on expanding the Kaizen and LEAN trainings(Toyota Production System)in support of the SFGH rebuild, roll out of the Affordable Care Act, and various service delivery integration initiatives underway within the Department. As a component of these additional services Department staff are learning the skills to be in-house subject matter experts in the areas of interest. By having in-house experts the Department can better incorporate the service excellence initiatives into existing work practices thereby limiting the need for ongoing outside consultants to the initial phase of any given project. See attached document(s).

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

See attached original approval: originalapproval\_4049\_1112.pdf

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

**D. Will the contract(s) be renewed? See attached original approval: originalapproval\_4049\_1112.p**

**2. Union Notification:** On 01/06/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Management & Superv Local 21; Architect & Engineers, L

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4049-11/12

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/03/2014

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

A. Specify required skills and/or expertise:

See attached original approval: originalapproval\_4049\_1112.pdf

B. Which, if any, civil service class(es) normally perform(s) this work?  
1232,

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

See attached original approval: originalapproval\_4049\_1112.pdf

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

See attached original approval: originalapproval\_4049\_1112.pdf

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

See attached original approval: originalapproval\_4049\_1112.pdf

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

**YES      NO**

- A. Will the contractor directly supervise City and County employee?  YES  NO
- B. Will the contractor train City and County employee?  
See attached original approval: originalapproval\_4049\_1112.pdf  YES  NO
- C. Are there legal mandates requiring the use of contractual services?  YES  NO
- D. Are there federal or state grant requirements regarding the use of contractual services?  YES  NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service?  YES  NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Yes. Will use current contractors w/ specific areas of expertise.  YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 01/06/14 BY:

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

Address: 101 Grove St. Rm.30 San Francisco, CA

**Receipt of Union Notification(s)**  
**◆ Local 21**

**Receipt of a REGULAR Modification Request to PSC # 4049-11/12 - MODIFICATIONS**

dhr-psccordinator to: jacquie.hale, L21PSCReview, robert.longhitano, 01/06/2014 03:21 PM  
dhr-psccordinator, richard.isen

From: dhr-psccordinator@sfgov.org  
To: jacquie.hale@sfdph.org, L21PSCReview@ifpte21.org, robert.longhitano@sfdph.org,  
dhr-psccordinator@sfgov.org, richard.isen@sfgov.org

History: This message has been forwarded.

PSC RECEIPT of Modification notification sent to DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$1,500,000 for services for the period February 1, 2014 - June 30, 2023. For REGULAR Modification requests, there is a 30/60 day period before the request is scheduled for Civil Service.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/875>  
Email sent to the following addresses: L21PSCReview@ifpte21.org

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4049-11/12



4049-11/12  
Initial



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

November 28, 2011

E. DENNIS NORMANDY  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

MARY Y. JUNG  
COMMISSIONER

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4049-11/12  
THROUGH 4055-11/12; 3087-10/11 AND 4097-08/09.

At its meeting of November 21, 2011 the Civil Service Commission had for its consideration the above matter.

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

ANITA SANCHEZ  
EXECUTIVE OFFICER

It was the decision of the Commission to:

- (1) Adopt the report; approve the request for PSC #4051-11/12 as amended. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Withdraw PSC #4053-11/12 at the request of the Public Utilities Commission.
- (3) Continue PSC #4097-08/09 to the meeting of December 5, 2011. Commissioner Mary Jung and Vice President Kate Favetti recused from voting. (Three (3) votes are needed for Commission action.)
- (4) Adopt the report; approve the requests for all remaining contracts. Notify the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

### Attachment

- c:
- Parveen Boparai, Municipal Transportation Agency
  - Micki Callahan, Human Resources Director
  - Carina Carlos, Department of Public Works
  - Gordon Choy, Department of Public Works
  - Marie de Vera, Department of Human Resources
  - Oliver Hack, Mayor's Office of Housing
  - Jacque Hale, Department of Public Health
  - Shamica Jackson, Public Utilities Commission
  - Florence Kyaun, Public Utilities Commission
  - Peter Udovch, Juvenile Probation
  - Maria Ryan, Department of Human Resources
  - Commission File
  - Chron

POSTING FOR  
11/7/2011

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4049-11/12	81	Public Health	Regular	\$1,000,000	Provide a series of 1-4 hour (dependent on category of employment) motivational lecture based Service Excellence - Patient Satisfaction training sessions to Four categories of Academic Medical Center Staff at San Francisco General Hospital and Trauma Center: 1) Frontline/Non-Management Clinical and Non-Clinical staff; 2) Clinical and Non-Clinical Managers and Supervisors; 3) Academic Physicians in Clinical Practice and 4) Graduate Medical Resident Trainees. The proposed work will include a Train-the-Trainer Module in order to ensure a system for sustainability will be embedded within the hospital's organizational culture at the end of the consultative engagement.	1/1/2012 - 6/30/2023
4051-11/12	81	Public Health	Regular	\$1,200,000	Provide a comprehensive computer based hospital service excellence educational curriculum and series of training sessions utilizing validated assessment tools, forms and examinations to Four categories of Academic Medical Center Staff at San Francisco General Hospital and Trauma Center: 1) Frontline/Non-Management Clinical and Non-Clinical staff; 2) Clinical and Non-Clinical Managers and Supervisors; 3) Academic Physicians in Clinical Practice; and 4) Graduate Medical Resident Trainees. The proposed work will include a Train-the-Trainer Module in order to ensure a system for sustainability will be embedded within the hospital's organizational culture at the end of the consultative engagement.	1/1/2012 - 6/30/2023
4051-11/12	25	Mayor	Regular	\$147,500	The vendor will provide specialized cleaning services for post-construction cleaning of the project site where lead hazard remediation and Health Home control work has been performed by a construction crew and ensure the construction site is prepared for lead hazard control and Healthy Homes control clearance.	11/1/2011 - 1/1/2016
4052-11/12	35	Municipal Transportation Agency	Regular	\$459,000	Ongoing repair, maintenance services and parts for Honeywell (Northern) Alarm System installed at (12) San Francisco Municipal Transportation Agency (SFMTA) facilities by qualified technicians. System is composed of (1) server, winpak software with (5) licenses, (49) Northern alarm panels, (25) SIO boards, (163) card readers, (25) door contacts, (36) motion detectors, (19) panic alarms and (26) miscellaneous devices. Over 5,000 access cards issued to employees, consultants, and contractors with 225 customized access levels tailored to meet the agencies current needs.	10/1/2011 - 9/30/2016
4053-11/12	40	Public Utilities Commission	Regular	\$3,400,000	Contractor will provide the detailed design for University Mound North Basin (UMNB) upgrades. Upgrades are primarily seismic retrofits of the existing roof structure plus associated civil upgrades. The tasks include management and coordination of Consultant's services including Sub-consultants; quality assurance/quality control; review of background information; design of North Basin upgrades; preparation of cost estimates; value engineering; engineering services during the Bid and Award phase, as-needed design, testing, inspection, and related services; mechanical design; electrical design; and engineering services during construction.	11/7/2011 - 5/15/2012
4054-11/12	90	Public Works	Regular	\$100,000	The Furniture Fixtures & Equipment (FF&E) Asset Management Consultant (AMC) shall participate with the Executive Architect and the DPW-Building Design and Construction staff in the development and maintenance of the furniture program and create a database for the Public Safety Building (PSB) that accurately catalogs FF&E and related systems required for preparing a solicitation to the prospective vendor(s) of these systems. The AMC shall be responsible for ensuring that all furniture specified shall be completely installed by the manufacturers and/or vendors selected through separate RFQ process(es).	12/1/2011 - 12/31/2013

PERSONAL SERVICES CONTRACT SUMMARY

DATE: SEP 01 2011

DEPARTMENT NAME: Department of Public Health DEPARTMENT NUMBER 81

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

TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION (PSC# )

TYPE OF SERVICE: Mandated Hospital Services Excellence training (Lecture Based ) to comply with requirements of the State 1115 Waiver

FUNDING SOURCE: Federal Delivery System Reform Incentive Pool (DSRIP) Funds

PSC AMOUNT: \$1,000,000 PSC DURATION: January 1, 2012 - June 30, 2023

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Provide a series of 1-4 hour (dependent on category of employment) motivational lecture based Service Excellence-Patient Satisfaction training sessions to Four categories of Academic Medical Center Staff at San Francisco General Hospital and Trauma Center: 1).Frontline/Non-Management Clinical and Non-Clinical staff; 2). Clinical and Non-Clinical Managers and Supervisors; 3).Academic Physicians in Clinical Practice and 4) Graduate Medical Resident Trainees. The proposed work will include a Train-The-Trainer Module in order to ensure a system for sustainability will be embedded within the hospital's organizational culture at the end of the consultative engagement.

B. Explain why this service is necessary and the consequences of denial: Under the terms of the recently approved 1115 Waiver for the State of California, the Center for Medicare and Medicaid (CMS) will no longer provide reimbursement to healthcare organizations simply for providing services to patients. One new provision required by the 1115 waiver, is called Value Based Purchasing. Value Based purchasing will require that SFGH demonstrate clear outcomes and milestones for improving quality of care and patient safety while also ensuring operational efficiencies and increasing patient-centered care. The hospital will rely on the achievement of these milestones in order to receive millions of dollars in reimbursement each year over the next four years. Focus will be placed on improving performance in clinical indicators as well as patient experience. In order to achieve the desired outcomes, we will have to ensure that staff in all positions are trained in key components to drive a Culture of Excellence. A Culture of Excellence exists when staff are engaged - in partnership with patients and families - with ongoing performance improvement and patient safety initiatives that achieve excellence in communication, patient-centered care, operational efficiency, and quality patient care.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This is a new approach to training. Past efforts have been inconsistent and not wide-spread across all hospital employees and providers. Historically, external grant funding as been utilized to cover these costs. The local expertise has not been able to engage patients and families in the continuum of performance improvement and patient safety nor has it been able to gain improvements in our patient experience survey data.

D. Will the contract(s) be renewed: Yes only if there is funding and a continued need for periodic refresher / updates of training requirements.

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

SEP 01 2011

IFPTE Local 21 Union Name Signature of person mailing/faxing form Date
Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

\*\*\*\*\*FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4049-11/12 STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION: Approved November 21, 2011

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

*Extensive experience implementing motivational lecture based hospital service excellence programs, with an emphasis on positive communication, teamwork and patient satisfaction. Commensurate skill and expertise in establishing a Trainer the Trainer Module for ensuring on-going and sustainable impact from the initial lecture training sessions is required.*

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

*The Department has contacted the Department of Human Resources to assess if current training officers (1232 Training Officer) can handle this work. The Department of Human Resources has indicated that they are unable to provide this service.*

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

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

*Civil Services classes are not applicable because City Training resources currently do not have the capacity to provide training that is needed to achieve Culture of Excellence status for a hospital organization.*

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

*No. Once the consultant engagement has needed, via Train- The-Trainer Curriculum, existing hospital staff will have gained the skills, tools and expertise necessary for sustaining a Culture of Excellence at SFGH,*

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

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

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

B. Will the contractor train City and County employees?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

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

*1) Frontline/Non—Management Clinical and Non-Clinical staff = 3,300; 2). Clinical and Non-Clinical Managers and Supervisors = 300; 3).Academic Physicians in Clinical Practice = 500; 4).Graduate Medical Resident Trainees = 900*

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------


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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? *An RFP is anticipated in the Fall of 2011*

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

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

  
Signature of Departmental Personal Services Contract Coordinator

Jacquie Hale

554-2609

Print or Type Name

Telephone Number

101 Grove St. Rm. 307  
San Francisco, CA 94102

Address



Edwin M. Lee  
Mayor

Barbara A. Garcia, MPA  
Director of Health

**MEMORANDUM**

DATE: 6/17/2013  
TO: DHR PSC Coordinator  
Department of Human Resources (Dept. 33)  
FROM: Jacquie Hale, PSC Coordinator  
Department of Public Health (Dept. #81) *JAH*  
RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 4049-11/12 Approval Date: 11/21/2011  
Description of Service(s): Mandated Hospital Services Excellence training (Lecture Based) to comply with the requirements of the state 1115 waiver.  
Original Approved Amount: \$1,000,000 Original Approved Duration: 1/1/2012 – 6/30/2023  
Modification Amount #1: \$0 1<sup>st</sup> Modification of Duration: Unchanged  
Total Amount as Modified: \$1,000,000 Total Duration as Modified: 1/1/2012 – 6/30/2023

Reason for the modification:  
This no cost modification is to reflect the inclusion of follow on service excellence (LEAN, Kaizen) workshops, in addition to lecture based service excellence training services. The workshops will further and reinforce service excellence initiatives being implemented.

Attachment: Copy of Approved PSC Summary  
(DPH Reference: CMS #7346)

.....  
**FOR DEPARTMENT OF HUMAN RESOURCES USE**

DHR ACTION:  Approved  
Approval Date: 6/17/2013  
By: *Micki Callahan*  
Micki Callahan, Human Resources Director

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4049-11/12)

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

Type of Service: Mandated Hospital Srvc. Excellence trng. (lecture based) to comply with the req.of 1115 waiver

Funding Source: DSRIP Funds, SFGH Bond, GF

PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 01/01/12 - 06/30/23 (11 years 26 w
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: no duration added
PSC Mod#2 Amount: \$500,000 PSC Mod#2 Duration: no duration added
PSC Cumulative Amount Proposed: \$0 PSC Cumulative Duration Proposed: 11 years 26 weeks

1. Description of Work

A. Scope of Work:

This modification is for the inclusion of additional trainings in support of the service excellence projects currently underway within the Department of Public Health. Additional trainings will focus on expanding the Kaizen and LEAN trainings(Toyota Production System)in support of the SFGH rebuild, roll out of the Affordable Care Act, and various service delivery integration initiatives underway within the Department. As a component of these additional services Department staff are learning the skills to be in-house subject matter experts in the areas of interest. By having in-house experts the Department can better incorporate the service excellence initiatives into existing work practices thereby limiting the need for ongoing outside consultants to the initial phase of any given project. See attached document(s).

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

See attached original approval: originalapproval\_4049\_1112.pdf

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

Services have been provided in the past through earlier PSC request. See 4049-11/12

D. Will the contract(s) be renewed? See attached original approval: originalapproval\_4049\_1112.p

2. Union Notification: On 12/04/13, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4049-11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 01/28/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

See attached original approval: originalapproval\_4049\_1112.pdf

B. Which, if any, civil service class(es) normally perform(s) this work?  
1232,

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

See attached original approval: originalapproval\_4049\_1112.pdf

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

See attached original approval: originalapproval\_4049\_1112.pdf

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

See attached original approval: originalapproval\_4049\_1112.pdf

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

**YES    NO**

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

B. Will the contractor train City and County employee?

See attached original approval: originalapproval\_4049\_1112.pdf

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

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

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

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

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

ON 12/04/13 BY:

Name: Jacquie Hale

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

Address: 101 Grove St. Rm.30

San Francisco, CA

To:  
Cc:  
Bcc:  
Subject: Fw: Lean/Toyota Production System training for DPH

— Forwarded by Iman Nazeeri-Simmons/DPH/SFGOV on 12/26/2013 04:50 PM —

From: "Kotake, Donna" <donna.kotake@sfgov.org>  
To: "Nazeeri-Simmons, Iman" <iman.nazeeri-simmons@sfdph.org>  
Date: 12/26/2013 04:46 PM  
Subject: RE: Lean/Toyota Production System training for DPH

---

Iman,

What a great learning opportunity you are providing to your staff.

Should be interesting. Unfortunately for us, we at DHR are unable to perform these services.

Donna

Donna Kotake/Department of Human Resources/Workforce Development Director  
One South Van Ness Avenue, 4<sup>th</sup> Floor, San Francisco, CA 94103/phone: 415 557-4912

**From:** Iman Nazeeri-Simmons [mailto:Iman.Nazeeri-Simmons@sfdph.org]  
**Sent:** Thursday, December 26, 2013 4:19 PM  
**To:** Kotake, Donna  
**Subject:** Lean/Toyota Production System training for DPH

Hi Donna,

we are planning to expand our Lean/Toyota Production System training throughout DPH and would like to ensure first that DHR cannot provide this type of training. We are looking to train our staff and physicians in Toyota Production System as it relates to healthcare. Some of our learning objectives are:

- Kaizen (rapid process improvement) to maximize patient flow
- 5S (workplace organization for health care settings)
- Poke Yoke (patient safety/mistake proofing)
- Quick Set Up to maximize patient and staff flow
- Kanban - supplies/equipment replenishment system

We are looking to contract out this type of specific quality improvement training, but need to confirm that you and your team are unable to provide this service. I look forward to hearing from you.

Many thanks,  
Iman



---

Iman Nazeeri-Simmons, MPH  
Interim Chief Operating Officer  
San Francisco General Hospital & Trauma Center  
1001 Potrero Avenue, Suite 2A5  
415.206.3455 - ph  
415-290-0293 - cell

This E-Mail transmission may contain confidential or legally privileged information that is intended only for the individual or entity named in the E-Mail address. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this E-Mail is strictly prohibited. If you have received this E-Mail transmission in error, please reply to the sender to arrange for proper delivery, and then please delete the message from your inbox. Thank you.

**Receipt of a EXPEDITED Modification Request to PSC # 4049-11/12 -  
MODIFICATIONS**

dhr-psccordinator TO: jacquie.hale, L21PSCReview, robert.longhitano,  
dhr-psccordinator, richard.isen

12/04/2013 03:31 PM

---

History: This message has been forwarded.

PSC RECEIPT of Expedited Modification notification sent to DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$500,000 for services for the period January 1, 2014

- June 30, 2023. For Expedited Modification requests, there is NO 30/60 day period. However, a 7 day posting period is required (see DHR website at <http://www.sfdhr.org/index.aspx?page=419>)

If job classifications were not identified in the original Initial PSC, all unions in the system have been notified (see TO: field for complete list).

After logging into the system in your browser please select link below for details of the request:

<http://apps.sfgov.org/dhrdrupal/node/875>

Blank Page

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: TREASURER/TAX COLLECTOR Dept. Code: TTX

Type of Request:  Initial  Modification of an existing PSC (PSC # 4049-09/10)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Delinquent Collection Services

Funding Source: N/A - No City Money  
PSC Original Approved Amount: \$120,000 PSC Original Approved Duration: 11/01/09 - 11/01/13 (4 years 1 day)  
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 01/01/14-12/31/18 (5 years 8 weeks)  
PSC Mod#2 Amount: \_\_\_\_\_ PSC Mod#2 Duration: \_\_\_\_\_  
PSC Cumulative Amount Proposed: \$120,000 PSC Cumulative Duration Proposed: 9 years 8 weeks

1. Description of Work

A. Scope of Work:

Perform supplemental collection services on delinquent accounts referred by various city departments; also perform credit reporting, skip-tracing, notice issuance and negotiation of payments plans. Contractor receives the maximum of 20% of collected funds as a commission fee.

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

The Bureau of Delinquent Revenue (BDR), the City's official collection agency, receives over 15,000 delinquent accounts per month from various city department for collection. This amount exceeds any reasonable workload for the General Collections unit staff.

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

Yes

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

2. Union Notification: On 12/06/13, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4049-09/10

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/03/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

A minimum of 5 years collection experience and with public agencies is required.

B. Which, if any, civil service class(es) normally perform(s) this work?  
4308,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The 4308 CSC Senior Collections Officer currently performs the collections services for the various departments but the workload amount exceeds limitations.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No.

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

YES NO

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

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

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Linebarger Goggan Blair & Sampson LLC, NCO Financial System, Inc.  YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 12/06/13 BY:

Name: Greg Kato Phone: 415-554-6888 Email: greg.kato@sfgov.org

Address: 1 Dr Carlton B Goodlett Pl, Room 140 San Francisco, CA

**Receipt of Union Notification(s)**  
**◆ Local 1021**

**Kato, Greg**

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Friday, December 06, 2013 4:51 PM  
**To:** Kato, Greg; david.canham@seiu1021.org; joe.tanner@seiu1021.net;  
tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; Kato, Greg; DHR-PSCCoordinator,  
DHR; Isen, Richard  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 4049-09/10 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to DHR

The TREASURER/TAX COLLECTOR -- TTX has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period January 1, 2014 – December 31, 2018. For REGULAR Modification requests, there is a 30/60 day period before the request is scheduled for Civil Service.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/948>

Email sent to the following addresses: Larry.Bradshaw@seiu1021.org tiya.thlang@seiu1021.org  
joe.tanner@seiu1021.net david.canham@seiu1021.org

**Department's Letter of Explanation**

- **Proposed PSC requesting 5 years or more**





---

February 12, 2014

TO: Civil Service Commission

FROM: Jeff Smejkal, Assistant Director

RE: Delinquent Collection Services - Extension for Five-Year Term on  
Collection Agency Vendor Contracts

---

The Bureau of Delinquent Revenue, the official collection agency for the City and County, provides debt collection services for various City departments, and manages a comprehensive revenue recovery process on a large portfolio of delinquent debts.

Due to the substantial volume of delinquent account inventory, notably accounts with small balances and some with diminished collectability due to aging, and the demands of the collection work performed by our 4308 Senior Collection Officers, the workload exceeds the production capacity of our staff. The supplemental collection services provided by our collection agency vendors on these types of delinquent accounts continue to be an essential need.

The Bureau of Delinquent Revenue only refers accounts to an outside agency when the value is \$10,000 or less. The accounts are historically quite aged as well—for the 2013 year, the average age of a referred account was approximately 5 years.

To ensure the effectiveness of our collection process and to better leverage our staffing resources we are requesting that an extension of the contracts that we have with our collection agency vendors, Linebarger Goggan Blair & Sampson, LLP and NCO Financial Systems, Inc., be granted.

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4049-09/10

## Meeting Information

Archive Center >> Civil Service Commission >> 2009

back to Civil Service Commission home page

2009 2008 2007 2006 2005 2004 2003 2002 2001 2000 1999 1998 1997

### MINUTES Regular Meeting October 5, 2009

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

#### CALL TO ORDER

2:10 p.m.

#### ROLL CALL

President Morgan R. Gorrono	Present
Vice President E. Dennis Normandy	Not Present (Notified absence)
Commissioner Joy Y. Boatwright	Present
Commissioner Donald A. Casper	Present
Commissioner Mary Y. Jung	Present (Arrived at 2:15 p.m. and left at 7:30 p.m. Missed Item #s 1 - 5a and 12 - 16)

President Morgan R. Gorrono presided.

#### PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

Kim Waldron, IFPTE Local 21 stated that she was present to speak on Item #7, appeal by IFPTE Local 21 of Classification Action #20, FY 08-09.

Steven Frunk stated that he was present to speak on Item #9, appeal by Brian Garrett.

#### APPROVAL OF MINUTES

Special Meeting of September 11, 2009

**Action:** Approve. (Vote of 3 to 0)

Regular Meeting of September 21, 2009

**Action:** Approve. (Vote of 3 to 0)

0316-09-8

Review of request for approval of proposed personal services contracts.  
(Item No. 5)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4040-09/10	Municipal Transportation Agency (SFMTA)	\$3,954,858	Will provide SFMTA software updates, non-custom software upgrades that Contractor provides to other customers, equipment repair and maintenance, System Support Services necessary to maintain the operations of the base AVLS.	Regular	07/31/11
4041-09/10	Municipal Transportation Agency (SFMTA)	\$175,000	Will provide mandatory conflict resolution training workshops for employees in relevant classifications in the Agency's Security & Enforcement Division (SED).	Regular	10/04/12
4042-09/10	Public Health	\$400,000	Will provide access to a web based computer training (CBT) application, allowing Public Health staff to meet training requirements mandated by the Joint Commission on the	Regular	08/31/12

4043-09/10 <i>Over to 10/19/09</i>	Public Utilities Commission	\$5,000,000	Accreditation of Health Care Organizations and other regulatory agencies. Will provide specialized and technical engineering services related to the design and construction of recycled water treatment systems such as microfiltration, reverse osmosis, ultraviolet disinfection; expertise in water quality assessments.	Regular	01/31/15
4044-09/10	Public Utilities Commission	\$4,500,000	Will provide preparation of geotechnical performance criteria, field investigation including exploratory soil borings, laboratory test of soil samples, recommendations for soil hazard mitigation and foundation designs criteria for various utility projects on an as-needed basis.	Regular	12/01/15
4045-09/10	Public Utilities Commission	\$1,000,000	Will provide engineering design services and geotechnical support for three pipes crossing the Serra Fault and possible areas of liquefaction.	Regular	02/01/13
4046-09/10	City Administrator	\$150,000	Will provide the framework for \$28 billion in proposed citywide capital infrastructure investments over the next decade.	Regular	11/01/11
4047-09/10	Arts Commission	\$760,000	Will provide multiple contracts for design, fabrication, transportation and installation of public artwork for eight to ten Recreation and Parks Facilities in conjunction with the 2008 Clean & Safe Neighborhood Park Bond Program.	Regular	12/31/14
4048-09/10	Arts Commission	\$115,500	Will design, fabricate, transport and install free-standing sculptural elements for the streetscape improvements along Church Street from Market Street to Duboce Avenue to Fillmore Street.	Regular	12/31/12
4049-09/10	Treasurer and Tax Collector's Office	\$120,000	Will perform supplemental collection services on delinquent accounts referred by various city departments; also perform credit reporting, skip-tracing, notice issuance and negotiation of payments plans.	Regular	11/01/13
<del>4050-09/10</del>	Public Utilities Commission	Increase Amount \$320,000 New Amount \$770,000	Will provide coordination & work plan preparation; environmental document scoping; environmental background and field studies; alternative analysis; preparation of draft environmental documents; public review of documents; & response to public comments.	Modi- fication	06/04/11
<del>4050-09/10</del> <i>Withdrawn</i>	Public Utilities Commission	Increase Amount \$25,000 New Amount \$75,000	Will provide outside auditors to independently review and evaluate the use of revenue bond proceeds.	Modi- fication	07/15/10
4026-06/07	Human Resources	Increase Amount \$185,000 New Amount \$485,000	Will provide an integrated system that will accept applications and process applicants through the City's hiring/referral process through the internet. Modification includes 2-yr. extension for maintenance and hosting services, and additional functional enhancements.	Modi- fication	01/31/12
4085-06/07	Public Works	Increase Amount \$1,200,000 New Amount \$2,000,000	Will provide a turnkey management solution for the medical equipment, library millwork and furniture for the program, which is not procured through bond funds.	Modi- fication	01/31/12
4043-04/05	Department of Technology	Increase Amount \$2,000,000 New Amount \$4,800,000	Will maintain current Court Management System (which includes CABLE technology); adapt Court Mgmt System to new Trial Courts organization; participate in development of JUSTIS project, which replaces the legacy CABLE and Court Mgmt systems.	Modi- fication	06/30/15

**Speakers:**

**Thomas Kennedy, Municipal Transportation Agency spoke on PSC #4040-09/10.**

**Joy Houlihan, Municipal Transportation Agency, Joe Brenner, IFPTE Local 21 and Steve Pitocchi, SEIU Local 1021 spoke on PSC #4041-09/10.**

**Jacquie Hale, Frederick Ryan and Sandra Peterson, Department of Public Health spoke on PSC #4042-09/10.**

**Susan Yee, Public Utilities Commission spoke on PSC #4045-09/10.**

**Joan Lubamersky and Adam Van de Water, City Administrator and Joe Brenner, IFPTE Local 21 spoke on PSC #4046-09/10.**

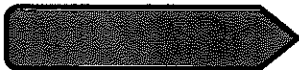
**Shelley Thompson, Department of Human Resources spoke on PSC #4026-06/07.**

**Walter Calcagno, Department of Technology spoke on PSC #4043-04/05.**

**Action:**

- (1) Withdraw PSC #4050-09/10 at the request of the Public Utilities Commission. (Vote of 3 to 0)
- (2) Postpone PSC #4043-09/10 to the meeting of October 19, 2009 at the request of the Public Utilities Commission. (Vote of 3 to 0)
- (3) Approve request for PSC #4041-09/10 on the condition that: 1)

there be knowledge transfer between the trainers and the employees trained, especially with respect to managerial employees; 2) that there be skills training in conflict resolution; 3) the Municipal Transportation Agency meet with IFPTE Local 21 to discuss and plan for all issues related to knowledge transfer and conflict resolution skills training; and, 4) report and update the Commission in one year on how the program is working. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)



- (4) Approve request for PSC #s 4044-09/10; 4047-09/10 through 4049-09/10; 4113-05/06 and 4085-06/07. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 3 to 0)
- (5) Approve request for PSC #s 4040-09/10; 4042-09/10; 4045-09/10; 4026-06/07 and 4043-04/05. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (6) Approve request for PSC # 4046-09/10 on the condition that the City Administrator meet with IFPTE Local 21 to discuss how various skill sets in public opinion research can be transferred to existing civil service classifications or whether a new civil service classification or family of classifications can be created for the transfer of such skills. There being no obligation on the part of the City Administrator's Office at this time or at any time to effectuate such a skills transfer. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**0317-09-8 Review of request for approval of proposed personal services contracts. (Item No. 6)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4051-09/10	Department of Technology	\$1,700,000	Will provide the City with Telecom maintenance support for the Avaya voice solutions. This will be for the continuation of services to monitor and administer Avaya telephone switches and telecom networks used by all City departments.	Regular	09/30/10

**Speakers:** Kendall Gary, Department of Technology  
David German, Department of Technology

**Action:** Approve request for proposed personal services contract. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**0263-09-2 Appeal by IFPTE Local 21 of Classification Action # 20, FY 08-09 Related to Amending the Job Specifications of the 6230 and 6231 Street Inspector Classifications. (Item No. 7)**

September 21, 2009: Postpone to the meeting of October 5, 2009 at the request of IFPTE Local 21. The Commission stipulated this will be the last continuance granted.

**Speakers:** Steve Ponder, Department of Human Resources  
Barbara Moy, Department of Public Works  
Kim Waldron, IFPTE Local 21  
Jason Rohwer, IFPTE Local 21  
Vitus Leung, City Administrator's Office  
Carlos Ferreira, 6230 Street Inspector

**Action:** Continue to the meeting of October 19, 2009. The Commission requested that the Department of Human Resources and Department of Public Works meet with IFPTE Local 21 to discuss issues of training and the duties to be assigned to the Street Inspectors classifications. (Vote of 4 to 0)

**0332-08-6 Appeal by Edward Campos of the Human Resources Director's finding of insufficient evidence to support his discrimination, harassment and retaliation complaints. (Item No. 8)**

August 3, 2009: Postpone to the meeting of September 21, 2009 at the request of Edward Campos.

September 21, 2009: Postpone to the meeting of October 5, 2009 at the request of Edward Campos. The Commission stipulated this will be the last continuance granted.

**Speakers:** Janie White, Department of Human Resources

Virginia Harmon, Municipal Transportation Agency  
 Maria Cordero, Municipal Transportation Agency  
 Edward Campos, Appellant

**Action:** Adopt the report. Sustain the decision of the Human Resources Director; deny the appeal of Edward Campos. (Vote of 4 to 0)

**Note:** It was noted by the Commission that Mr. Campos walked out of the hearing room while the Commissioners were deliberating on his appeal.

**0870-07-6 Appeal by Brian Garrett of the Human Resources Director's determination of insufficient evidence to support his complaint of discrimination and retaliation. (Item No. 9)**

**Speakers:** Susan Kim, Airport Commission  
 Brian Garrett, Appellant  
 Charles Mader  
 Steve Pitocchi, SEIU Local 1021  
 Steven Frunkin support of Brian Garrett

**Action:** Adopt the report. Sustain the decision of the Human Resources Director; deny the appeal by Brian Garrett. (Vote of 4 to 0)

**0002-09-4 Appeal by Michael Branner of his background rejection for a 2708 Custodian position with the Airport Commission. (Item No. 10)**

**Speakers:** Alexander Lawrence, Airport Commission  
 Michael Branner, Appellant

**Action:** Adopt the report. Sustain the decision of the Human Resources Director; deny the appeal by Michael Branner. (Vote of 4 to 0)

**0593-07-7 Determination of future employability: permanent civil service appointment of Efren Roman, Senior Eligibility Worker (Job Code 2905), with the Human Services Agency. (Item No. 11)**

**Speakers:** None.

**Action:** No future employment with the Human Services Agency. (Vote of 4 to 0) Mr. Roman failed to appear.

**0319-09-1 Report on the Department of Human Resources Efforts to Revise the Employee Relations Ordinance. (Item No. 12)**

**Speakers:** Martin Gran, Department of Human Resources

**Action:** Accept the report. (Vote of 3 to 0)

**0320-09-1 Fiscal Year 2009-10 Goals and Objectives. (Item No. 13)**

**Speakers:** Anita Sanchez, Executive Officer

**Action:** Accept the report; Approve Fiscal Year 2009-10 Goals and Objectives. (Vote of 3 to 0)

**REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION (Item No. 14)**

Ted Yamasaki, Department of Human Resources provided a brief update on the Citywide Layoffs and Procedures. The Executive Officer was directed to place the matter on the Agenda for October 19, 2009.

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 15)**

1) President Gorrone requested the Executive Officer to arrange a meeting with the City Attorney to discuss legal services for the Commission for Fiscal Year 2009-10.

2) President Gorrone requested that the comments made by Commissioner Casper on the Edward Campos matter be transcribed and provided to Mr. Campos as he was not present to hear the reasons for the denial of his appeal when he walked out of the hearing room.

**ADJOURNMENT (Item No 16)**

7:49 p.m.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 08/27/09

DEPARTMENT NAME: Treasurer and Tax Collector's Office DEPARTMENT NUMBER 08

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

TYPE OF REQUEST: [x] INITIAL REQUEST [ ] MODIFICATION (PSC# [ ])

TYPE OF SERVICE: Delinquent Collection Services

FUNDING SOURCE: None. The accounts transferred to the Bureau by other departments are written off as a bad debt.

PSC AMOUNT: \$120,000.00 PSC DURATION: November 1, 2013 November 1, 2009-

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Perform supplemental collection services on delinquent accounts referred by various city departments; also perform credit reporting, skip-tracing, notice issuance and negotiation of payment plans. Contractor received the maximum of 20% of collected funds as its commission fee.

B. Explain why this service is necessary and the consequences of denial: The Bureau of Delinquent Revenue (BDR), the City's official collection agency, receives over 15,000 delinquent accounts per month from various city departments for collection. The accounts are worked as much as possible by the BDR collection staff, but the number of accounts exceeds any reasonable workload for the General Collection unit staff. The accounts that are below a certain value and not collected by CCSF staff are then referred to the collection services.

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

The contract with the current vendor, JJ MacIntire, was extended to June 30, 2010. The extension was approved by Civil Service Commission under PSC #4037-04/05, which expired on June 30, 2009.

D. Will the contract(s) be renewed: Yes.

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

Local 1021 Union Name Signature of person mailing/faxing form 9/9/09 Date RFP sent to Local 1021 Union Name, on 9/9/09 Date Signature

SC# 4049-09/10 STAFF ANALYSIS/RECOMMENDATION: CIVIL SERVICE COMMISSION ACTION:

FOR DEPARTMENT OF HUMAN RESOURCES USE Reviewed 9/14/2009 45

09 SEP 11 PM 4:40

DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise:  
A minimum of 5 years collection experience and with public agencies is required.
- B. Which, if any, civil service class normally performs this work?  
4308 Sr. Collection Officer
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No.

WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable:  
The 4308 CSC, Sr. Collection Officer, currently performs the collection services for the various departments but the workload amount exceeds limitations.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No.

ADDITIONAL INFORMATION (if "yes," attach explanation)

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
|  | <u>Yes</u>                          | <u>No</u>                           |
| A. Will the contractor directly supervise City and County employees?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Describe the training and indicate approximate number of hours.  |                                     |                                     |
| • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc) and approximate number to be trained. |                                     |                                     |
| C. Are there legal mandates requiring the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| F. Will the proposed work be completed by a contractor that has a current personal services Contract with your department?                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

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

\_\_\_\_\_  
Signature of Departmental Personal Services Contract Coordinator

Tajel Shah  
Print or Type Name

415-554-4506  
Telephone Number

#1 Dr. Carlton B. Goodlett Place  
City Hall, Room 140  
Address

46

RECEIVED  
 DEPARTMENT OF HUMAN RESOURCES  
 09 SEP 11 PM 4:40



1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Provide collection services on delinquent accounts referred, including but not limited to a full review of the account, mailing of notices, payment plan negotiation, credit reporting and skip tracking.

5. ADDITIONAL INFORMATION

B. Will the contractor train City and County employees?

NO.

09 SEP 11 PM 4:10  
DEPARTMENT OF HUMAN RESOURCES  
OFFICE OF THE CHIEF OF STAFF

47



Tajel Shah/TTX/SFGOV  
09/14/2009 02:07 PM

To Mary Ng/DHR/SFGOV@SFGOV  
cc  
bcc  
Subject Fw: Request for Proposal for Collections Agency - replacing existing one

- Tajel

Tajel Shah  
Director, Budget & Operations  
Office of Treasurer and Tax Collector  
City and County of San Francisco  
City Hall - Room 140  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4638  
415/554-4506 (phone)  
415/554-7449 (fax)

— Forwarded by Tajel Shah/TTX/SFGOV on 09/14/2009 02:08 PM —



Tajel Shah/TTX/SFGOV  
09/09/2009 02:58 PM

To keith.snodgrass@seiu1021.org  
cc Margarita Rodriguez/TTX/SFGOV@SFGOV  
Subject Request for Proposal for Collections Agency - replacing existing one

Hi Keith,

Per Civil Service, I've attached our information.

- Tajel

Tajel Shah  
Director, Budget & Operations



Office of Treasurer and Tax Collector Collections\_agency.pdf  
City and County of San Francisco  
City Hall - Room 140  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4638  
415/554-4506 (phone)  
415/554-7449 (fax)

48

Blank Page

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4041-10/11)

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

Type of Service: Software development for SAFE Identity Management System (SAFE) software

Funding Source: Airport Operating Funds
PSC Original Approved Amount: \$225,000 PSC Original Approved Duration: 11/01/10 - 10/31/13 (3 years)
PSC Mod#1 Amount: \$415,000 PSC Mod#1 Duration: 03/05/12-06/30/14 (34 weeks 4 days)
PSC Mod#2 Amount: \$1,200,000 PSC Mod#2 Duration: 03/04/14-02/09/17 (2 years 32 weeks)
PSC Cumulative Amount Proposed: \$1,840,000 PSC Cumulative Duration Proposed: 6 years 14 weeks

1. Description of Work

A. Scope of Work:

Mod 1 - Add required software maintenance and licensing fees to the software service.
Mod 2 - Extend term of service through 2017 and upgrade software version.
See attached document(s).

initial W

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

These product services/modules are required to improve/maintain the correct identity and physical access management system. Denial of this request would delay and hinder SFO's ability to remain in timely compliance with Transportation Security Administration (TSA) security directive 1542-04-08G. This directive requires the Airport to manage an Airport ID Media Badge Program which includes ensuring applicants provide documentation for identity and work authorization, safety and security training and pass a criminal history records check. TSA conducts audits on an annual basis to ensure compliance with above mentioned directive.

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

Yes, PSC 4041/10-11

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

2. Union Notification: On 01/06/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4041-10/11

Civil Service Commission Action:

DHR Analysis/Recommendation: Commission Approval Required

DHR Approved for 03/03/2014

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

A. Specify required skills and/or expertise:

Knowledge and expertise with the vendor's proprietary system is required to ensure software development, maintenance and integration are handled appropriately. The vendor does not release this information, nor do they provide training to clients to do the software and systems upgrade and modification work.

B. Which, if any, civil service class(es) normally perform(s) this work?  
106X,

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

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Civil service classifications are not applicable because the services needed must include access to proprietary software and at this time the developer of the system has not granted access to anyone outside the company.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, because of the proprietary nature of the work.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/06/14 BY:

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

Address: PO Box 8097 San Francisco, CA, 94128

**Receipt of Union Notification(s)**  
**◆ Local 21**

## Cynthia Avakian

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Friday, January 03, 2014 12:25 PM  
**To:** Cynthia Avakian; L21PSCReview@ifpte21.org; Lisa Randall; DHR-PSCCoordinator; Richard Isen  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 4041-10/11 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$1,200,000 for services for the period March 4, 2014 – February 9, 2017. For REGULAR Modification requests, there is a ~~30/60~~ day period before the request is scheduled for Civil Service.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1106>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)

**Additional Attachment(s) of Explanation**

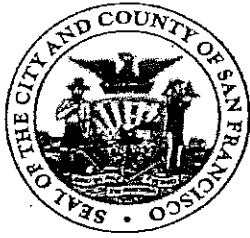
◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4041-10/11



40411-10/11  
Meet #1



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

E. DENNIS NORMANDY  
PRESIDENT

March 23, 2012

KATE FAVETTI  
VICE PRESIDENT

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

SCOTT R. HELDFOND  
COMMISSIONER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4095-11/12 THROUGH 4101-11/12; 3048-10/11; 4023-98/99; 4041-10/11; 4098-04/05; 4001-09/10 AND 4109-08/09.**

MARY Y. JUNG  
COMMISSIONER

At its meeting of March 19, 2012 the Civil Service Commission had for its consideration the above matter.

ANITA SANCHEZ  
EXECUTIVE OFFICER

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

The Commission adopted the following:

- (1) Adopted the report; Approved request for PSC #4001-09/10 as amended. Notified the Office of the Controller and the Office of Contract Administration.
- (2) Adopted the report; Approved request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

  
ANITA SANCHEZ  
Executive Officer

### Attachment

- c: Cynthia Avakian, Airport Commission
- Parveen Boparai, Municipal Transportation Agency
- Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Kendall Gary, Department of Technology
- Merrick Pascual, Mayor's Office of Economic Workforce Development
- Maria Ryan, Department of Human Resources
- Shawn Wallace, San Francisco Police Department
- Commission File
- Chron

POSTING FOR  
3/19/2012

PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
3048-10/11	21	Business, Economic Development	Regular	\$135,000	\$184,900	The City contracted this service last year and launched a pilot to use the service as described herein with great success and would like to continue this relationship another year. Purchase subscription to database program with web interface to administer non-construction First Source Hiring program and facilitate hiring of candidates case managed by the City's network of One-Stop Career Centers. The program will allow case managers to efficiently screen, match, and refer appropriate candidates to job openings using a proprietary skill matching feature. It will facilitate the sharing of open positions to ensure workers are placed quickly, allow businesses to more effectively comply with the City's First Sources Hiring requirements and allow tracking of compliance of non-construction contractors bound by First Source (Municipal Code Chapter 83).	2/7/2011 - 6/30/2013
4023-98/99	27	Airport Commission	Regular	\$800,000	\$2,560,000	Bond trustee services include payment of principal and interest to bondholders, maintenance of books of registration for bonds, compliance with all tax laws, provision of notices to bondholders, investment of reserve funds, reporting of investment yields, and assistance on other bond matters and other financial instruments. As the size and complexity of the Airport's capital finance structure grows, trustee-related transactions have become more complex and more frequent, especially due to the issuance of variable rate debt. This modification reflects the additional services anticipated for the next five years	11/9/1991 - 3/31/2017
4041-10/11	27	Airport Commission	Regular	\$415,000	\$640,000	This is a service modification to the Airport's SAFE system that allows communications between SFO's multiple security and credentialing systems. This modification adds required software maintenance and licensing fees to the above software service.	11/1/2010 - 6/30/2014
8-04/05	27	Airport Commission	Regular	\$0	\$7,200,000	Parking Access Control System (PARCS) at Domestic Garage, IT Garage "A", IT Garage "G", Lot C, Lot D, Garage and Lot DD, and Westfield Garage. A new PARCS system will be designed, manufactured, installed, and maintained to replace the existing parking control system. There have been delays in implementation and acceptance of this system. The 3-year maintenance was part of the original contract however, since the system was only recently accepted there have been delays in beginning the maintenance phase of this contract.	7/1/2005 - 12/31/2014

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 6, 2012

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

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

TYPE OF REQUEST: [ ] INITIAL REQUEST [X] MODIFICATION [PSC # 4041-10/11]

TYPE OF SERVICE: Software maintenance for SFO's SAFE Identity Management System (SAFE) system

FUNDING SOURCE: Airport Operating Funds

PSC AMOUNT: \$ 225,000 PSC DURATION: 11/1/2010 -10/31/2013
Proposed Modification \$ 415,000 PSC Mod (# 1) duration 03/05/2012- 06/30/2014
TOTAL PSC AMOUNT: \$ 640,000 TOTAL PSC DURATION: 11/1/2010 - 06/30/2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Service includes modification to the Airport's SAFE system that allows communication between SFO's multiple security and credentialing systems. This modification adds required software maintenance and licensing fees to the above software service.

B. Explain why this service is necessary and the consequences of denial: This service is required to supply maintenance, upgrades and end user services for SAFE software that complies with Transportation Security Administration (TSA) security directive 1542-04-08G. This directive requires the Airport to manage an Airport ID Media Badge Program, which includes ensuring applicants provide documentation for identity and work authorization, safety and security training, and pass a criminal history records check. Denial of this request would delay and hinder SFO's ability to remain in timely compliance with TSA directive 1542-04-08G. TSA conducts audits on an annual basis to ensure compliance with this directive.

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

This service has been previously provided through a contract, most recently under PSC # 4041-10/11.

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

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

IFPTE Local 21 Union Name Signature of person mailing/faxing form Date January 6, 2012

RFP sent to: Union Name on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4041 - 10/11 STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION: Approved 3/19/12

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: Knowledge and expertise within the vendor's proprietary system are required to ensure software maintenance is handled appropriately. The vendor does not release this information, nor does it provide training to clients to do the maintenance.

B. Which, if any, civil service class normally performs this work? Class 1061 Program Analyst Assistant, 1062 Program Analyst, 1063 Program Analyst Senior, 1064 Program Analyst Principal may be able to support the system but do not have access to the vendor's proprietary software.

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classifications are not applicable because the services needed must include access to proprietary software and at this time the developer of the system has not granted access to anyone outside the company.

B. Would it be practical to adopt a new civil service class to perform this work? Explain. No, because of the proprietary nature of the work.

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

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

Yes No

B. Will the contractor train City and County employees?

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

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

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

E. Has a board or commission determined that contracting is the most effective way to provide this service? No, however, Airport Commission has approved Res. # 11-0254 to issue a modification for this service.

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? Yes, the proposed work will be completed by Quantum Secure, Inc that is providing services for the 'SAFE' Identity Management System software.

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

Signature of Departmental Personal Services Contract Coordinator

Cynthia Avakian

(650) 821-2014

Print or Type Name

Telephone Number

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

Address

Blank Page

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION Dept. Code: JUV

Type of Request:  Initial  Modification of an existing PSC (PSC # 4085-11/12)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Ombudsperson Services

Funding Source: State Funds

PSC Original Approved Amount: \$95,000

PSC Original Approved Duration: 04/01/12 - 03/31/14 (1 year 52 we

PSC Mod#1 Amount: \$1,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$48,000

PSC Mod#2 Duration: 04/01/14-03/31/15 (1 year)

PSC Cumulative Amount Proposed: \$144,000

PSC Cumulative Duration Proposed: 2 years 52 weeks

**1. Description of Work**

**A. Scope of Work:**

The Ombudsperson is responsible for resolving grievances submitted by detained youth at Juvenile Probation Department (JPD) detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.

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

The provider of the services must be impartial, neutral and an independent agent. If denied, detainees may take legal steps to resolve their grievances.

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

Yes PSC # 4085-11/12 W

**D. Will the contract(s) be renewed? Yes JPD is required to provide this service.**

**2. Union Notification:** On 01/29/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4085-11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/03/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Demonstrated knowledge of the issues facing youth and families involved in the juvenile justice system in San Francisco and the services available to those clients, familiarity with juvenile justice laws, regulations and organizational dynamics, experience with formal mediation, negotiation, advocacy or similar skill.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:  
Services require a neutral and impartial person.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, as this service is specific to Juvenile Probation Department.

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

YES    NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 01/29/14 BY:

Name: Sheila Layton Phone: 415-753-7562 Email: Sheila.Layton@sfgov.org

Address: 375 Woodside Ave Rm 206 San Francisco, CA

**Receipt of Union Notification(s)**  
**◆ All Unions**



## Dang, Leorah

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Wednesday, January 29, 2014 4:18 PM  
**To:** Layton, Sheila; rmittchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; jebrenner@ifpte21.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; jvannucchi@sbcglobal.net; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Layton, Sheila; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 4085-11/12 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to DHR

The JUVENILE PROBATION -- JUV has submitted a modification request for a Personal Services Contract (PSC) for \$48,000 for services for the period April 1, 2014 – March 31, 2015. For REGULAR Modification requests, there is a 30/60 day period before the request is scheduled for Civil Service.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1179>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org)

[Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org) [tiya.thlang@seiu1021.org](mailto:tiya.thlang@seiu1021.org) [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net) [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org)

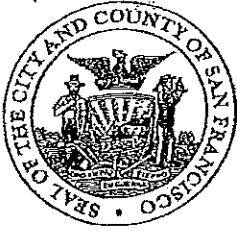
**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4085-11/12

4085-11/12  
Initial



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

February 10, 2012

E. DENNIS NORMANDY  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

SCOTT R. HELDFOND  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBER 4077-11/12 THROUGH 4092-11/12; 4000-09/10 AND 4098-07/08.**

At its meeting of February 6, 2012 the Civil Service Commission had for its consideration the above matter.

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

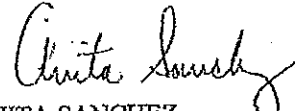
ANITA SANCHEZ  
EXECUTIVE OFFICER

The Commission adopted the following:

- (1) Adopted the report; Approved the request for PSC #4085-11/12 as amended which is to be submitted to the Executive Officer and the Human Resources Director. Notified the Office of the Controller and the Office of Contract Administration.
- (2) Adopted the report; Approved the request for PSC #4087-11/12 as amended; change duration to five (5) years and silent on the matter of options. Notified the Office of the Controller and the Office of Contract Administration.
- (3) Adopted the report; Approved the request for PSC #4088-11/12 as amended for a duration of five (5) years. Notified the Office of the Controller and the Office of Contract Administration.
- (4) Adopted the report; Approved the request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

  
ANITA SANCHEZ  
Executive Officer

Attachment

POSTING FOR  
2/16/2012

PROPOSED PERSONAL SERVICES CONTRACTS  
Regular, Continuing, Annual

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Start Date - End Date
4083-11/12	77	Emergency Management	Regular	\$873,436	The contractor will assist Bay Area counties and cities in the development of a Regional Logistics Plan with an emphasis on the coordination of logistic operations and priorities for distribution of scarce resources between local, state and federal levels in a catastrophe event. The Regional Logistics Plan will be used to develop county and core city plan templates as well as applicable annexes to Regional Emergency Coordination Plan (RECP), to encompass all phases of logistic planning.	3/1/2012 - 7/30/2013
4084-11/12	33	Human Resources	Regular	\$260,000	The consultant will oversee the development and administration of promotional exams for the Fire Department ranks of H-20 Lieutenant and H-40 Battalion Chief, and defend those selection processes against legal challenge as necessary.	7/1/2012 - 6/30/2015
4085-11/12	12	Juvenile Court	Regular	\$95,000	The Ombudsman is responsible for resolving grievances submitted by detained youth at JPD detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.	4/1/2012 - 3/31/2014
4086-11/12	25	Mayor	Regular	\$400,000	The contractor will assist the Mayor's Office of Public Policy and Finance staff in making decisions in a variety of layout, content, design, and production issues related to the annual Mayor's Proposed Budget Book.	2/1/2012 - 6/30/2016
4087-11/12	35	Municipal Transportation Agency	Regular	\$5,400,000	The San Francisco Municipal Transportation Agency (SFMTA) requires medical cost containment services for workers' compensation claims administration. Services include medical bill review, adjustments per fee schedules, and utilization review using state of the art system software. Services must meet the State of California's electronic data interchange (EDI) requirements for data entry and reporting injuries and illnesses. All medical bill review staff must be certified as meeting the California Department of Insurance's qualifications for experience in this field.	7/1/2012 - 9/30/2022
4088-11/12	35	Municipal Transportation Agency	Regular	\$34,000,000	The San Francisco Municipal Transportation Agency (SFMTA) is self-insured for Workers' Compensation (Workers' Comp) and existing claims are currently adjusted by a third party administrator (TPA). The contractor will provide claims adjusting and consulting services for existing and new claims for Workers' Comp benefits filed by SFMTA employees. Services include: claims review and compensability determination; payment of statutory benefits; medical providers and ancillary claims services; vendor management of benefit review; investigative services; coordination of claims defense with the City Attorney; management of benefit delivery system; and data collection and management.	1/1/2012 - 8/30/2022
4089-11/12	38	Police	Regular	\$100,000	Contractor will regularly inspect, maintain and perform all repairs on the Police Department's four evidence freezers. Three of the freezers are located at Building #606 Hunters Point Shipyard and one freezer is located at the Hall of Justice, 350 Bryant Street.	2/1/2012 - 1/31/2015

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 11/29/2011

DEPARTMENT NAME: Juvenile Probation Department DEPARTMENT NUMBER 12

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

TYPE OF REQUEST: [x] INITIAL REQUEST [ ] MODIFICATION (PSC# )

TYPE OF SERVICE: Ombudsperson services at Juvenile Hall and Log Cabin Ranch

FUNDING SOURCE: Juvenile Probation and Camps Funding (State funds)

PSC AMOUNT: \$ 95,000 PSC DURATION: 4/1/12 to 3/31/14

1. DESCRIPTION OF WORK

- A. Concise description of proposed work: The Ombudsperson is responsible for resolving grievances submitted by detained youth at JPD detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.
B. Explain why this service is necessary and the consequences of denial: The provider of the services must be impartial, neutral and an independent agent. If denied, detainees may take legal steps to resolve their grievances.
C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): A professional contractor is selected through a request for proposal and has been approved by CSC for the last 9 years. The most recent CSC approval is the Notice of Action for PSC#4076-08/09, approved January 5, 2009. The Civil Service Commission at its Jan 5, 2009 meeting adopted this PSC as amended. Sections 5C and 5D have been amended to indicate that there are no legal mandates and federal or state grant requirements regarding the use of contractual services.
D. Will the contract(s) be renewed:

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

Local 21 Union Name [Signature] Signature of person mailing/faxing form [Date] 12/7/11
SEIU Local 1021 Union Name [Signature] Signature of person mailing/faxing form [Date] 12/7/11

RFP sent to [Union Name], on [Date], [Signature]

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4085-11/12
STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

DEC 07 2011

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise: Demonstrated knowledge of the issues facing youth and families involved in the juvenile justice system in San Francisco and the services available to those clients, Familiarity with juvenile justice laws, regulations and organizational dynamics, Experience with formal mediation, negotiation, advocacy or similar skill.
- B. Which, if any, civil service class normally performs this work? None.
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable: Services require a neutral and impartial person.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain. No, as this service is specific to Juvenile Probation Department

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

	Yes	No
A. Will the contractor directly supervise City and County employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employees? Describe the training and indicate approximate number of hours. Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	<input type="checkbox"/>	<input type="checkbox"/>

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

*M. Catherine McGuire*  
Signature of Departmental Personal Services Contract Coordinator

M. Catherine McGuire  
Print or Type Name

753-7560  
Telephone Number



Required Union Notification for Personal Services Contract (PSC)

Peter Udovch

to:

pattie.tamura, ed.warshauer, Brook.Demmerle, L21PSCReview

12/07/2011 11:56 AM

Cc:

"Ryan, Maria", Catherine McGuire, Local Hire Ordinance

Hide Details

From: Peter Udovch/JUV/SFGOV

To: pattie.tamura@seiu1021.org, ed.warshauer@seiu1021.org, Brook.Demmerle@seiu1021.org,  
L21PSCReview@ifpte21.org

Cc: "Ryan, Maria" <maria.ryan@sfgov.org>, Catherine McGuire/JUV/SFGOV@SFGOV, Local  
Hire Ordinance/MAYOR/SFGOV@SFGOV

History: This message has been forwarded.

1 Attachment



SP-BUSINESS11120712480.pdf

To whom it may concern,

This email serves to notify your respective unions as to the attached PSC for Ombudsman services for Juvenile Probation Department. Please don't hesitate to contact me if you have any questions.

Regards,

Peter Udovch  
Juvenile Probation Department  
(415) 753-7627 Telephone  
(415) 753-7566 Fax



City and County of San Francisco  
Juvenile Probation Department

William P. Siffermann  
Chief Probation Officer

375 Woodside Avenue  
San Francisco, CA 94127  
(415) 753-7800

Date: June 11, 2013  
To: Leorah Dang, DHR-PSC Coordinator  
Department of Human Resources (Dept 33)  
From: Sheila Layton, JUV-PSC Coordinator  
Juvenile Probation Department (Dept 12)  
Re: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 4085-11/12

Approval Date: February 6, 2012

**Description of Services:**

The Ombudsperson is responsible for resolving grievances submitted by detained youth at Juvenile Probation Department (JPD) detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.

Original PSC Amount:	\$ 95,000	Original Duration:	4/1/2012-3/31/2014
Modification #1:	\$ 1,000	Modification #1:	No Change
Total Amount	\$96,000	Total Duration	4/1/2012-3/31/2014

**Reason for the modification:**

Increase contract amount in order to fund contracted expenses.

Attachments: CSC Action 2/6/12

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION:  Approved

Approval Date: 6/12/2013

By: [Signature]  
Micki Callahan, Human Resources Director



Blank Page

**Additional Attachment(s)**

◇ **Section 5. Additional Information**

**5F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?**

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

(415) 595-3537

SERVICES AGREEMENT—INDIVIDUAL CONTRACTOR

THIS AGREEMENT (hereafter "Agreement") is made as of April 1, 2009, in San Francisco, California, by and between Todd R. Wright, an individual ("Contractor"), and the City and County of San Francisco, a municipal corporation (the "City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, the City desires that Contractor perform the Services (as defined below,

Ombudsperson Services that the Juvenile Probation Department provides as part of its grievance procedure ); and

WHEREAS, a Request for Proposal ("RFP") was issued on December 8, 2008 and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, approval for this Agreement was obtained from the City's Civil Service Commission through a Notice of Action for PSC #4076-08/09, approved January 5, 2009.

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

1. **Term.** Subject to Section 2, the term of this Agreement shall start on the later of April 1, 2009 or the date on which the City's Controller certifies to the availability of funds, as described in Section 2. Unless sooner terminated as set forth herein, the term shall end on March 31, 2010. In addition, the City shall have 2 options to extend the term by a period of up to one year extension which the City may exercise in its sole, absolute discretion.

2. **Fiscal Limitations.** THIS SECTION 2 SUPERSEDES ANY CONFLICTING PROVISION OF THIS AGREEMENT.

a. This Agreement is subject to the fiscal provisions of the City's charter and the budget decisions of its Mayor and Board of Supervisors. No funds will be available hereunder until prior written authorization certified by the City's Controller. The Controller cannot authorize payments unless funds have been certified as available in the budget or in a supplemental appropriation. This Agreement shall automatically terminate, without liability to the City, if funds are not properly appropriated by the Mayor and Board of Supervisors or certified by the Controller. The City's obligations hereunder shall never exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. The City, its employees and officers are not authorized to request services, materials, equipment or supplies that are beyond the scope of those expressly described herein, unless this Agreement is amended in writing and approved as required by law. Without such an amendment or approval, the City shall not be required to pay Contractor for any such services, materials, equipment or supplies.

c. The City, its employees and officers are not authorized to offer or promise any additional funding that would exceed the maximum amount specified in Section 4. Such additional funding requires lawful approval and certification by the Controller. Without such lawful approval and certification, the City shall not be required to provide such additional funding.

3. **Services.** Contractor agrees to perform the services (the "Services") described in Appendix A on the terms described herein and in such Appendix.

4. **Compensation.** The City shall pay Contractor for the Services on or before the last day of each month. Each payment shall cover only those Services that the City determines have been performed as required hereunder as of the last day of the immediately preceding month. The aggregate amount of payments under this Agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**. A breakdown of the payments to be made is contained in Appendix B. Unless otherwise agreed by the City, payments will be made by U.S. mail to the address specified in Section 17. The City shall not pay any interest, penalties or late charges on any payment made after the date specified in this Section. No payment shall relieve Contractor of Contractor's obligations hereunder if the unsatisfactory nature of any Services was not detected at the time of payment.

5. **Invoices.** Contractor shall submit invoices for the Services in a form acceptable to the City. Each invoice must have a unique identifying number.

6. **False Claims.** Contractor acknowledges that it is subject to Section 21.35 of the San Francisco Administrative Code, which provides that any contractor who submits a false claim: (a) is liable for three times the amount of damages the City sustains; (b) is liable for the costs (including attorney's fees), of a civil suit to recover such damages; and (c) may be liable for a civil penalty of up to \$10,000 per claim. Under that Section, a contractor is deemed to have submitted a false claim if Contractor: (i) knowingly presents (or causes to be presented) to an officer or employee of the City a false claim or request for payment or approval; (ii) knowingly makes or uses (or causes to be made or used) a false record or statement to get a false claim paid or approved by the City or to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; (iii) conspires to defraud the City by getting a false claim allowed or paid by the City; or (iv) benefits from an inadvertent submission of a false claim to the City, subsequently discovers the falsity and fails to disclose it to the City within a reasonable time after discovery.

7. **Taxes.** Contractor shall pay all taxes levied in connection with this Agreement or the Services, including any self-employment, possessory interest or sales and use taxes.

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

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of

Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

## 9. Insurance

a. Contractor shall at all times maintain in force (and prior to commencement of the term hereof shall provide to the City satisfactory evidence of) insurance in the following amounts and coverages, with insurers satisfactory to the City: (i) Commercial General Liability Insurance with limits not less than \$300,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and (ii) Automobile Liability Insurance with limits not less than \$300,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable. If any policy includes an aggregate limit or provides that claims investigation or legal defense costs are included in such aggregate limit, the aggregate limit shall be double the occurrence limits specified above.

b. Each policy shall: (1) name as additional insured "the City and County of San Francisco, its officers, agents and employees"; (2) provide that it is primary to any other insurance available to any additional insured, with respect to any claims arising out of this Agreement; (3) provide that it applies separately to each insured against whom claim is made or suit is brought; and (4) provide for at least thirty (30) days' advance written notice to the City of reduction of coverage or nonrenewal and shall provide written notice to City if policy is cancelled for any reasons.

c. If any policy is on a claims-made form, Contractor shall maintain such coverage, without lapse, for a period of three years after termination hereof so that if any occurrence during the term hereof gives rise to a claim made after such termination, such claim is covered.

d. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

e. The City's acceptance or approval of any insurance shall not limit Contractor's liability hereunder.

## **10. Indemnification**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**11. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 4 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**12. Default.** Contractor shall be in default if Contractor: (a) fails to perform any covenant (including a lapse in insurance coverage); (b) files or is the subject of a petition for bankruptcy or insolvency; or, (c) has a court-ordered receiver or trustee appointed with respect to Contractor's assets.

**13. Remedies.** If a default under Section 12 has occurred and is continuing, the City may, individually or in combination with any other remedy: (a) terminate this Agreement; (b) offset the amount of any outstanding liability of Contractor against funds otherwise due and owing hereunder or any other agreement with Contractor; (c) withhold funds due hereunder; (d) cure the default, in which event all amounts expended by the City in effecting such cure shall be payable upon demand, with interest from the date of incurrence at the maximum rate permitted by law; or (e) exercise any other remedy available by law. The City shall have no obligation to exercise any of the foregoing remedies.

**14. Termination for Convenience.** The City may terminate this Agreement without cause or penalty upon at least thirty days' prior written notice to Contractor. In such event, Contractor shall continue to perform the Services until the termination effective date, and Contractor will be paid for those Services adequately performed through such date. Thereafter, this Agreement shall terminate, subject to Section 40. Contractor disclaims any right to anticipated profits or losses or any other expense not expressly covered under Section 4 and incurred prior to such termination effective date.

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

**16. Confidentiality.** Contractor shall keep strictly confidential any of the City's proprietary or confidential information to which Contractor has access while performing the Services and shall not make any disclosure thereof without the prior written consent of the City.

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

To City: Juvenile Probation Department  
Sue Wong  
375 Woodside Avenue  
San Francisco, CA 94127  
Email: [sue.wong@sfgov.org](mailto:sue.wong@sfgov.org)  
Fax: (415)753-7566

To Contractor: Todd R. Wright  
1755 O'Farrell St. #811  
San Francisco, CA 94115  
Email: [todd\\_r\\_wright@yahoo.com](mailto:todd_r_wright@yahoo.com)

Any notice of default must be sent by registered mail.

**18. Ownership of Results.** Any drawings, plans, studies, reports, blueprints, memoranda, specifications, computer media or other documents or media prepared by Contractor in performing the Services, shall belong and be promptly transmitted to the City. With the City's prior approval, Contractor may retain and use copies of such works or works described in Section 19 for reference or to document Contractor's experience.

**19. Works for Hire.** Any artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original

works of authorship created by Contractor in performing the Services shall be "works for hire" under Title 17, U.S.C.A., and all copyrights therein shall belong to the City. Contractor hereby assigns to the City all such copyrights and agrees to provide any material and execute any documents necessary to effectuate such assignment.

**20. Audit.** Contractor shall maintain accurate books and records relating to this Agreement and the Services, including and accounting records copies of all invoices. Contractor shall make such books and records available to the City for review and audit for at least five years after termination of this Agreement, at a location that is readily accessible to the City.

**21. No Employees; No Assignment or Subcontracting.** The Services are personal in nature and shall be performed by Contractor individually and without the assistance of any employee, agent, subcontractor or any other person or entity. Neither this Agreement nor any duties or obligations hereunder may be assigned, subcontracted or delegated by Contractor without the prior written consent of the City.

**22. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or 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; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**23. Nondiscrimination.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes. Contractor shall fully comply with all applicable provisions of Chapters 12B and 12C of the San Francisco Administrative Code, which are hereby made a part of this Agreement as though fully set forth herein. Contractor's failure to so comply shall be deemed a material breach of this Agreement, and Contractor shall be liable for, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement. Any such penalty shall be payable upon demand and may be set off against any amounts due to Contractor under this Agreement or under any other agreement with City. As a condition hereto, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and



Benefits" (form HRC-12B-101) with supporting documentation and secure the approval of the form by HRC.

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

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

**26. Drug-Free Workplace.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees to comply with such Act. Any violation of this Section shall be deemed a material breach of this Agreement.

**27. Resource Conservation.** Contractor shall comply in good faith with Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), which is hereby made a part of this Agreement as though fully set forth herein. Contractor's failure to so comply shall be deemed a material breach of this Agreement, and Contractor shall be liable for liquidated damages for each violation in an amount equal to the greater of Contractor's net profit under this Agreement or 5% of the total amount of this Agreement. Any such liquidated damages shall be payable upon demand and may be set off against any amounts due to Contractor under this Agreement or under any other agreement with City.

**28. Sunshine Ordinance.** Contractor understands that under Section 67.24(e) of San Francisco Administrative Code, contracts, contractors' bids, responses to requests for proposals and all other records of communications between the City and persons or firms seeking contracts, must be open to public inspection immediately after a contract has been awarded. All information provided by Contractor which is covered by that ordinance (as it may be amended) will be made available to the public upon appropriate request.

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

**30. Preservative-treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing

arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**31. Supervision of Minors.**

Left blank by agreement of parties.

**32. No Waiver.** Any failure to enforce any right or to require performance of any provision of this Agreement shall not be considered a waiver of such right or performance.

**33. Modifications.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by each party hereto.

**34. Administrative Remedy.** If a dispute occurs as to the meaning hereof, then prior to resort to any other legal remedy, such dispute shall be resolved by the City's Purchasing Division.

**35. California Law; Venue.** This Agreement shall be governed by the laws of California. The venue for all litigation or other disputes relative to this Agreement shall be San Francisco.

**36. Construction.** Section headings are for reference only and shall not be used to interpret this Agreement. Terms such as "hereunder" or "herein" refer to this Agreement as a whole. Terms such as "include," or "including" shall be deemed followed by the words "without limitation." References to consents, approvals, determinations or other decisions of the City shall refer to the sole judgment of City, acting through the department or commission referred to in Section 17.

**37. Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all other oral or written provisions. The attached Appendices A and B are a part of this Agreement.

**38. Compliance with Laws.** Contractor shall comply with the City's charter, codes, ordinances and regulations and with applicable state and federal laws and regulations (including the Americans with Disabilities Act), as they may be amended from time to time.

**39. Severability.** If any provision hereof is found to be invalid or unenforceable, such finding shall not affect the validity of any other provision hereof; and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

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

a. The following provisions hereof shall survive termination of this Agreement: 2, 6, 7, 8, 9(c), 10, 11, 18, 19, 20 through 22, and 34 through 37, 39, and 41.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 1, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the

extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

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

**42. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

**43. Food Service Waste Reduction Requirements.** Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor

agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**44. Slavery Era Disclosure**

Left blank by agreement of parties.

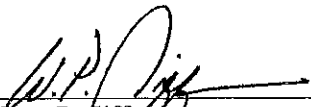
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:


Todd R. Wright

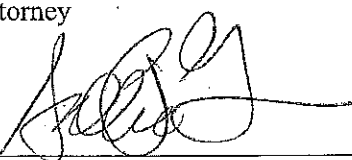
  
\_\_\_\_\_  
William P. Siffertmann  
Chief Probation Officer  
Juvenile Probation Department

I have read and understood paragraph 24, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Approved as to Form:

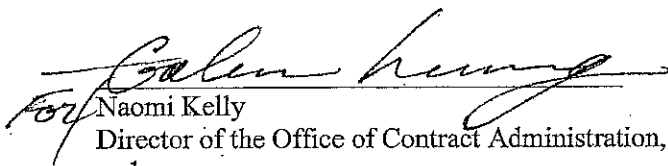
Dennis J. Herrera  
City Attorney

  
\_\_\_\_\_  
Todd R. Wright  
1755 O'Farrell St. #811  
San Francisco, CA 94115

By:   
\_\_\_\_\_  
Deputy City Attorney

City vendor number: 65467

Approved:

  
\_\_\_\_\_  
Naomi Kelly  
Director of the Office of Contract Administration,  
and  
Purchaser

Appendices

- A: Services to be Provided by Contractor
- B: Calculation of Charges
- C: Juvenile Probation Department's Policies and Procedures No. 12.4, Juvenile Grievances
- D: Juvenile Probation and Camps Funding Grant Assurances and Definition of Eligible Expenses

RECEIVED  
PURCHASING DEPARTMENT  
09 MAR 26 AM 9:18

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

**1. Description of Services**

Contractor is responsible for resolving grievances submitted by youth related to any conditions of confinement that a youth may experience while in the custody of the Juvenile Probation Department ("Department"), consistent with the Department's grievance policies and procedures. In accordance with Title 15, California Code of Regulations §1361, those conditions include but are not limited to "health care services, classification decisions, program participation, telephone, mail or visiting procedures, and food, clothing or bedding." Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians, and Department staff. When a youth files a grievance, Contractor shall investigate and resolve grievances, including where appropriate through mediation between the detainee and Department staff. Contractor shall investigate any acts, omissions, decisions, practices, policies and procedures raised in a grievance, and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.

The Contractor should go to Juvenile Hall consistently, a minimum of three times a week, on a schedule to be arranged with the Director. In addition, the Contractor has the option of going to Juvenile Hall on weekends during family visitations. Contractor shall sign in on the Sign In Log located at the lobby kiosk and each living unit, check each Juvenile Hall Unit Grievance Box, retrieve any documented grievances submitted by youth, make copies of the grievances and give the copies to Director and the Unit Manager. The Contractor should go to Log Cabin Ranch consistently, one time a week, on a schedule to be arranged with the Director. Contractor shall sign in on the Sign In Log located at the Administrative Office, check the Grievance Box located in the dormitory, retrieve documented grievances submitted by youth, make copies of the grievances and give the copies to Director and Assistant Director. Contractor has the option of attending family visitations at Log Cabin Ranch on weekends.

Contractor shall:

1. Maintain a current and accurate log of grievances.
2. Within 3 business days of retrieving a grievance, meet with the detainee, as well as with appropriate staff or others, to investigate the grievance and craft a recommended resolution.

Resolution can involve:

- Mediating a solution between the youth and staff;
  - Making written findings and recommendations to address and resolve the grievance to the applicable Division Director, either the Division Director of Juvenile Hall or Division Director of Log Cabin Ranch, depending on where the grievance was submitted.
  - The Ombudsperson shall submit written findings within 3 business days of the meeting with the detainee submitting the grievance.
3. Where appropriate, recommend policy or procedural changes as part of the recommended resolution of a grievance. The Department shall be responsible for reviewing and taking any final action on any recommendations within a reasonable time frame.

4. Consult with Department management and staff to resolve issues of concern and complaints.
5. Maintain accurate and complete records regarding grievances, and submit monthly reports summarizing at least the following: the number, source, nature, and outcome of all grievances.
6. Provide the services described above, and additional services as required pursuant to the Department's Policies and Procedures No. 12.4, Juvenile Grievances (attached hereto as Appendix C).

The Department shall be responsible for reviewing and taking any final action on Contractor's recommendations within a reasonable time frame and for providing feedback to the reporting youth.

## **2. Service and Outcome Objectives**

Contractor shall make initial contact with youth who submit grievances within 3 working days of receipt of the grievance, and shall document that contact, for 100% of grievances.

## **3. Reports**

- A. Contractor shall submit written monthly reports in a hard copy and electronic copy to the Juvenile Probation Department, Sue Wong, that include the following information broken out separately for Juvenile Hall and Log Cabin Ranch:
  1. A log of the number and nature of grievances reported by date, and
  2. In a separate heading or headings within the log, a report on the status of the grievance including: date received by the ombudsperson, initial contact date with grievant, date of resolution (or indication that the grievance is still pending), a description of the resolution (or status report on the pending grievance).
- B. Contractor shall submit a final report at the end of the Agreement term (due March 31, 2010) in a hard copy and electronic copy that include the following information broken out separately for Juvenile Hall and Log Cabin Ranch:
  1. A summary in aggregate of the data identified in the monthly written monthly reports, including the status of all open grievances; and
  2. A management report summarizing the resolution, including the recommendations made by the ombudsperson to the Division Director of Juvenile Hall and Log Cabin Ranch, for every grievance processed during the term of the Agreement.



**Appendix B**  
**Calculation of Charges**

Contractor shall submit a monthly invoice that details hours spent each day on retrieving grievances, monitoring, initial consultation, investigation, and resolution that include mediating between staff and youth and/or developing recommendations to senior management to address grievances. Upon receipt of the monthly invoice and written monthly report, assuming services have been provided as required in Appendix A, the Contractor will be paid a flat monthly rate of \$4,167.00 for a total amount not to exceed \$50,000 for the period April 1, 2009 – March 31, 2010. This flat monthly rate includes all out of pocket expenses. The City reserves the right to defer or withhold payment if services have not been provided as required pursuant to Appendix A.

**Appendix C**

Juvenile Probation Department's Policies and Procedures No. 12.4: "Juvenile Grievances"

Attached hereto to this face sheet.

CITY AND COUNTY OF SAN FRANCISCO JUVENILE PROBATION DEPARTMENT  JUVENILE HALL POLICIES AND PROCEDURES	NO. 12.4	Page 1 of 5
	EFFECTIVE DATE:	
	RELATED STANDARDS:  ACA 3-JDF-3D-08 BOC 1361, 1391	
CHAPTER: JUVENILE RIGHTS	SUBJECT:  Juvenile Grievances	

## I. POLICY

Juvenile Hall shall provide a written grievance procedure that is made available to all juveniles and that includes at least one level of appeal. (3D-08) The grievance process will allow systematic redress of conditions/problems related to confinement. All grievances shall receive a written signed response with the guidelines required by these procedures. This system will encourage internal problem solving at the level of most direct detainee contact, offer facility administrators means for continuous review of administrative policies and procedures, and provide written documentation of detainees complaints and the responses to them.

## II. OMBUDSMAN CHARTER

The Ombudsman is responsible for the resolution of grievances related to any conditions of confinement that a detainee may experience during custody. In accordance with Title 15, Section 1361, those conditions "include, but are not limited to, health care services, classification decisions, program participation, telephone, mail or visiting procedures, and food, clothing, or bedding."

The five characteristics of the Ombudsman position are neutrality, independence, confidentiality, the ability to liaison between detainees and Juvenile Hall staff, and the ability to recommend policy and procedural changes. The Ombudsman is not an administrator; rather, s/he acts as a neutral third party. S/he has the authority to investigate any act, omission, decision, practice or any affected policies and/or procedures within the Department. The Ombudsman should make himself or herself available to detainees on a regular basis for the purpose of learning about conditions/problems relating to confinement and addressing the detainees' concerns, including, if necessary, to help detainees in initiating written grievances.

Confidentiality is critical to the success of the Ombudsman. Information given to the Office of the Ombudsman in confidence will remain within his/her confidence. The administration of the Juvenile Probation Department will not violate the trust.

The Ombudsman cannot make policy or procedural changes, but may recommend changes to the appropriate administrators. It is the responsibility of

Chapter	Subject	Policy #	
JUVENILE RIGHTS	Juvenile Grievances	12.4	Page 2. of 5

administrators to determine whether or not to implement the recommendations. It is appropriate to view the Office of the Ombudsman as a tool for management and staff.

Other powers of the Ombudsman include:

Complete access to all Juvenile Probation Department records, excluding personnel.

Complete freedom to inspect all Department facilities at any time.

Ability to initiate grievances.

Complete freedom to meet privately with any detainee and/or any detainee's legal representative(s) at any time.

Responsibility to make referrals within the Department and to agencies with which the Ombudsman has official contact.

The Ombudsman may present any and all matters of concern, including the resolution of grievances, to either the Juvenile Probation Commission or the Juvenile Justice Commission.

Areas of operation include all county juvenile facilities, school programs, and any other program in which juvenile detainees are placed.

### III. DEFINITIONS

Action Request Form: A form available at each facility for use by the detainees to make request related to an aspect of confinement. Should be used to resolve an issue prior to filing a formal grievance.

Designated Supervisor: A person designated by the facility director as the person responsible of insuring a response to the Office of the Ombudsman.

Grievance: A formal, written complaint about the conditions of confinement in the facility, including complaints about operations, personnel, or departmental policies/procedures.

Vexatious Grievant: A detainee who files an unreasonable number of grievances. A detainees deemed vexatious shall be notified of the designation and shall be allowed to file only one grievance on one issue per week. The Ombudsman has the sole power to designate a detainee as a vexatious grievant and shall do so in writing.

Meritless Grievance: An incomplete or frivolous grievance may be deemed without merit when: 1) the problem described or the resolution requested is so vague that neither the Ombudsman or the designated supervisor can determine the nature of the problem and/or the nature of the requested relief; 2) the problem is one over which the Probation Department has no

Chapter	Subject	Policy #	
JUVENILE RIGHTS	Juvenile Grievances	12.4	Page 3 of 5

control; or 3) the relief request is not an action the Probation Department can reasonably be expected to take and there is no other possible action that will respond to the grievance.

#### IV. GENERAL PROCEDURES:

##### A. Detainee Grievance Rights

1. Each detainee confined in any facility or program operated by the Juvenile Probation Department shall have the following rights under the detainee grievance system.
  - a. The right to grieve any administrative policy or procedure.
  - b. The right to receive three (3) blank grievance forms upon arrival at Juvenile Hall, and the right to receive additional forms upon request. The forms will be available in either English, Spanish or Cantonese. He or she will also receive a copy of No. 12.2 of the Juvenile Hall Policies and Procedures, entitled "Juvenile Rights".
  - c. The right to meet privately with the Ombudsman for the purpose of informing him or her about conditions/problems relating to confinement, and if necessary, to obtain help from the Ombudsman in initiating written grievances.
  - d. The right to have a staff representative approved by the facility administrator to assist the juvenile.
  - e. The right to have the grievance logged and directed by the Ombudsman.
  - f. The right to receive a written response including the reason for the decision.
  - g. The right to seek formal redress without fear of reprisal.
  - h. The right to receive grievance responses in a timely manner.
  - i. The right to appeal decisions to the Director, Chief Probation Officer, or appropriate supervisor who has not been directly involved in the circumstance which lead to the grievance. The detainee will be notified when s/he has exhausted his/her administrative remedies.
2. In accordance with these rights detainees have the responsibility for knowing and abiding by the rules, procedures and schedules of the facility in which they are detained. It is also the

Chapter	Subject	Policy #	
JUVENILE RIGHTS	Juvenile Grievances	12.4	Page 4 of 5

responsibility of the detainee to be truthful, specific and complete in presenting a grievance.

B. Pre-Grievance Problem Solving

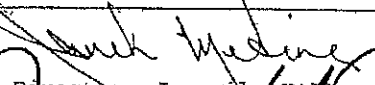
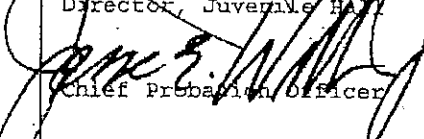
Informal resolution between staff and resident is strongly encouraged, both to provide an immediate response to the resident and to avoid overburdening the grievance system. Therefore, the detainee should be encouraged to utilize verbal interactions and the action request system to solve the problem at the lowest possible level of supervision.

V. Formal Grievance Procedure

- A. At the detainee's request, whether or not the detainee has previously filed an action request, the counselor or supervisor shall give him/her a blank general grievance form.
- B. The grievance form shall consist of four duplicate copies with instructions to be distributed as follows:
  1. White (original) filed by the Ombudsman and retained for 3 years after the grievance process is complete.
  2. Yellow (second copy) to be given to the Juvenile Justice Commission upon completion of the grievance.
  3. Pink (third copy) to be given to the Facility Director pre-logging.
  4. Gold (fourth copy) to be retained by the detainee as a record of his/her grievance at the time of initiation.
- C. The staff member receiving the grievance shall route the grievance directly to the Ombudsman after delivering the Pink copy to the Facility Director.
- D. The Ombudsman shall date the grievance, assign it a log number, and refer to the designated supervisor for a response.
- E. A hearing shall be conducted by the Ombudsman or Counseling staff within three working days of the grievance. Findings shall be submitted in writing to both the juvenile and the Director within three additional days. Emergency grievances, however, will be reviewed during the next shift.

Chapter	Subject	Policy #	
JUVENILE RIGHTS	Juvenile Grievances	12.4	Page 5 of 5

- F. At the hearing, the juvenile may relate his/her side of the story, call witnesses, and question facts presented. Recommendations of the Ombudsman may include disciplinary action against staff members or juveniles responsible for behavior that is grieved, further investigation, changes in policies and procedures, or all of the above.
- G. Once the designated supervisor has responded the grievance will be returned to the Ombudsman to forward to the detainee.
- H. The detainee may check one or more of the boxes provided. The grievance will be returned to the Ombudsman through delivery by staff.
- I. If the detainee returns the grievance satisfied and none of the other boxes is checked, the Ombudsman shall close and file the grievance.
- J. If the detainee desires to appeal, it will be forwarded to the Director, Chief Probation Officer, or appropriate supervisor as determined by the Ombudsman. If the detainee has checked any other box, the Ombudsman shall meet with the detainee to discuss what has occurred, and shall, if necessary, assist the detainee in filing a new grievance.
- K. If the grievance goes to the next higher designated Director or designee for response, the written response to the grievance will include reasons for the decision(s).
- L. Once the appeal is complete the detainee shall be notified that his/her administrative remedies have been exhausted. The appeal response shall be forwarded to the Facility Director and the detainee. Appeal decisions complete the grievance process and are final.
- M. If a juvenile believes that, after the appeal or grievance process is exhausted, his/her civil rights have been violated or are still in jeopardy, he/she shall not be prevented or restrained from filing a lawsuit to address grievances.

Effective Date	Approved By:
05/01/2000	 Sarah Medina Director, Juvenile Hall  Jane E. Williams Chief Probation Officer

DETAINEE ACTION REQUEST

*Instructions:* If you have a particular need or request that can be taken care of by the counselors please fill out this form. Keep the pink copy for your records.

Name \_\_\_\_\_ Location \_\_\_\_\_ Date \_\_\_\_\_

Request \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_

Staff Signature \_\_\_\_\_

Rev. 7/97

white: Counselor

yellow: Facility Director

gold: Detainee



JUVENILE HALL  
DETAINEE GRIEVANCE

PART A Complete Part A of this form, give the completed form to a counselor and keep the gold copy for your records.

NAME \_\_\_\_\_ LOCATION \_\_\_\_\_

Describe the problem and how you have tried to resolve the matter:

What do you want done to resolve the problem?

PART B OMBUDSMAN REFERRAL

Refer to _____	By _____	Date _____	LOG # _____
Response to Detainee _____	By _____	Date _____	
Not logged as grievance/Referred as a request _____	By _____	Date _____	

PART C RESPONSE

By \_\_\_\_\_ Date \_\_\_\_\_

PART D RETURN TO DETAINEE

\_\_\_\_\_ I am satisfied with this response.

\_\_\_\_\_ I wish to appeal because \_\_\_\_\_

Detainee Signature \_\_\_\_\_

PART E FURTHER ACTION TAKEN BY OMBUDSMAN

DSO \_\_\_\_\_ OSO \_\_\_\_\_ NIC \_\_\_\_\_

Appeal Handled \_\_\_\_\_ Comment \_\_\_\_\_

Rev. 6/97 white: Ombudsman yellow: Juv. Justice Commission pink: Facility Director gold: Detainee

SAN FRANCISCO JUVENILE HALL  
Grievance Appeal

DATE:

TO: \_\_\_\_\_ *Janet Medina*, Facility Director      \_\_\_\_\_ *Thabiti Mtambuzi*, Director, Special Programs  
for Youth

FROM: Office of the Ombudsman

RE: Grievance # \_\_\_\_\_

Detainee \_\_\_\_\_, wishes to appeal. Please refer to attached grievance and reason for appeal.

Press Firmly with your pencil

Please consider the appeal and make a determination based on information presented.

\_\_\_\_\_ APPEAL DENIED

\_\_\_\_\_ APPEAL GRANTED

\_\_\_\_\_ APPROPRIATE ACTION TAKEN. MATTER RESOLVED.

COMMENTS:

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Rev. 6/97    white: Facility Administrator    yellow: Juvenile Justice Commission    gold: Detainee

## Appendix D

### Juvenile Probation and Camps Funding Grant Assurances and Definition of Eligible Expenses

The Agreement with the Contractor is funded in whole or in part by grant funds provided through the Juvenile Probation and Camps Funding (JPCF) Program. All funds allocated to counties through the JPCF Program must be used solely to support the delivery of services authorized by the enabling legislation, Welfare & Institutions Code §18200 *et seq.*

The term "Eligible Expenses" under this Agreement shall mean expenses incurred and paid by Contractor during the term of this Agreement in implementing the terms of the Grant Plan. All Eligible Expenses must be:

- paid by Contractor prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made).
- direct out-of-pocket expenses incurred by Contractor or its officers, directors and employees;
- operating (as opposed to capital) expenses;
- within the scope of the applicable Budget line item; and
- directly related to activities performed within the physical boundaries of the City and County of San Francisco, unless otherwise expressly authorized under the Agreement.

Under the JPCF Grant Program, grant fund may be used to support the following costs.

- Funds used to support Community-Based Organization (CBO) Contracts necessary to implement and/or deliver program services.
- Salaries and benefits for staff funded in whole or part by JPCF Program monies.
- Services and supplies directly associated with program services (e.g. facility lease/rent; and office program supplies).
- Indirect costs include operational overhead and administrative costs. The total funds claimed in this line item cannot exceed 15% of the total grant amount.

Ineligible Expenses: The following costs are not eligible for reimbursement:

- taxes or other amounts withheld from wages or salaries that were not actually paid by Contractor during the term of this Agreement or which relate to periods before or after the term of this Agreement;
- personal or business-related costs or expenses related to meals, catering, transportation, lodging, or educational activities, unless they are directly related to youth activities in the program funded under this Agreement;
- Facility construction costs or other capital expenses;
- Personal injury compensation or damages arising out of, or connected with, JPCF-supported programs, whether determined by adjudicated, arbitration, negotiation, or otherwise;
- Fines, penalties, late charges or interest, including but not limited those due to the violation of, or failure to comply with, federal, state, or local laws and ordinances;
- Costs arising out of, or attributable to, Contractor's malfeasance, mismanagement, or negligence;
- Costs arising out of, or connected with, any subcontractor's claims against the City;
- Bonuses or commissions;
- Lobbying or fundraising activities, and
- Costs incurred before or after the Agreement period.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN Dept. Code: ADM

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4021-10/11)

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

Type of Service: As needed insurance brokers and consultants and risk consultants

Funding Source: Work order funds
PSC Original Approved Amount: \$60,000,000 PSC Original Approved Duration: 09/01/10 - 11/30/16 (6 years 13 w
PSC Mod#1 Amount: \$29,000,000 PSC Mod#1 Duration: no duration added
PSC Mod#2 Amount: \$90,000,000 PSC Mod#2 Duration: 09/01/10-11/26/21 (4 years 51 weeks)
PSC Cumulative Amount Proposed: \$179,000,000 PSC Cumulative Duration Proposed: 11 years 12 weeks

1. Description of Work

A. Scope of Work: PLEASE SEE ORIGINAL PSC

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

Insurance coverage and accurate and professionally produced risk management and insurance services are essential to the successful management of the City's risk management program. Denial will result in the inability of the Risk Management Division and multiple City departments to perform their statutory duties and will cause the City to lose its ability to manage and mitigate exposure through insurance placement. Additionally, insurance brokerage requires professional licensing in the state of California and cannot be completed by City staff.

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

Yes

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

2. Union Notification: On 02/06/14, the Department notified the following employee organizations of this PSC/RFP request: Municipal Executive Association; Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4021-10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/03/2014

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

A. Specify required skills and/or expertise:

Placement of insurance must be performed by a licensed insurance broker. Consultant services require a broad range of highly specialized insurance services and risk management analysis and interpretation.

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

0933,0931,1232,1237,

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

No.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

City employees are not licensed insurance brokers and do not have the high level specialized knowledge required to perform the consulting services to be provided by successful contractors.

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

No. Work is as needed and a City employee would not act as an insurance broker.

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

**YES NO**

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?<br>1-5 hrs. 0933,0932,0931)Class 1822, 1825. Dept heads on request  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| C. Are there legal mandates requiring the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Additional need and duration; current vendors in pool may be used | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/06/14 BY:

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

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

**Receipt of Union Notification(s)**

◆ MEA

◆ Local 21

## Dang, Leorah

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Thursday, February 06, 2014 10:43 PM  
**To:** Lubamersky, Joan; camaguey@sfmea.com; staff@sfmea.com; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Lubamersky, Joan; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 4021-07/08 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$90,000,000 for services for the period September 1, 2010 – November 30, 2021. For Regular/Annual/Continual Modification requests there is a 7-Day noticed to the union(s) prior to Department PSC Due to DHR date before the request is scheduled for Civil Service Commission meeting date.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1354>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org) [staff@sfmea.com](mailto:staff@sfmea.com) [camaguey@sfmea.com](mailto:camaguey@sfmea.com)

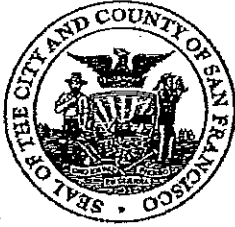
**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4021-10/11





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

GAVIN NEWSOM  
MAYOR

4022-10/11  
Initial

August 4, 2010

E. DENNIS NORMANDY  
PRESIDENT

DONALD A. CASPER  
VICE PRESIDENT

MORGAN R. GORRONO  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

**NOTICE OF CIVIL SERVICE COMMISSION ACTION**

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4016-10/11  
THROUGH 4022-10/11.**

At its meeting of August 2, 2010 the Civil Service Commission had for its consideration the above matter.

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

It was the decision of the Commission to adopt the report; Approve request for proposed personal contracts. Notify the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

**Attachment**

- c: Rachel Buerkle, Department of the Environment
- Micki Callahan, Human Resources Director
- Gordon Choy, Department of Public Works
- Thomas DiSanto, City Planning
- Naomi Kelly, Office of Contract Administration
- Joan Lubamersky, General Services Agency
- Pauline Marx, Treasurer/Tax Collector
- Jonathan Nelly, Department of Human Resources
- Ben Rosenfield, Controller
- Commission File
- Chron

POSTING FOR  
8/2/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4020-10/11	08	Treasurer/Tax Collector	Regular	\$300,000	Provide financial advisory services to the Treasurer/Tax Collector in the following areas: economic data analysis, fed funds rate and yield curve analysis; horizon analysis, sector and credit distribution; callable structures and maturity distribution; performance summary and attribution analysis; portfolio characteristics and cash flow analysis; review of investment sectors; portfolio recommendations; target maturity structure recommendations; Investment Pool core and liquidity balances analysis; and credit analysis for corporate issuers.	7/31/2015
4021-10/11	70	General Services Agency	Regular	\$60,000,000	The Risk Management Division of the Office of the City Administrator seeks to reestablish a pool of as-needed insurance brokers and to place insurance and provide specialized support and independent analysis (e.g., act as independent insurance advisor, prospectively analyze the City's insurance programs and identify risk transfers and risk financing options), risk analysis and Enterprise Risk Management consultant services (e.g., assess risks and propose an enterprise solution to mitigate/measure/improve the City's risk profile), insurance services (e.g., design policies and programs most advantageous to the City for coverage of exposures), and claims support services (e.g., represent the City in policy interpretation and negotiations with carriers.) The pool will be utilized by multiple departments including the Airport, SFMTA, SFPUC, and, Port. During the six year period, approximately \$55 million will be for insurance premiums and approximately \$7 million for risk management consultant services. Vendors will also train City managers on new international standards for Enterprise Risk Management.	11/30/2016
4022-10/11	70	General Services Agency	Regular	\$500,000	Parking Garage operation and management at the One South Van Ness Garage consisting of transient and monthly parking for 142 vehicles.	7/31/2016

PERSONAL SERVICES CONTRACT SUMMARY

DATE 7.6.10

DEPARTMENT NAME: Risk Management/GSA City Administrator

DEPARTMENT NUMBER: 70

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

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

TYPE OF SERVICE: Insurance broker, premium payments and risk management consulting services -

FUNDING SOURCE: Work Order Funds

PSC AMOUNT: \$60,000,000

PSC DURATION: 9.1.10 - 11.30.16

1. DESCRIPTION OF WORK

A. Concise description of proposed work: The Risk Management Division of the Office of the City Administrator seeks to reestablish a pool of as-needed insurance brokers and to place insurance and provide specialized support and independent analysis (e.g., act as independent insurance advisor, proactively analyze the City's insurance programs and identify risk transfers and risk financing options), risk analysis and Enterprise Risk Management consultant services (e.g., assess risks and propose an enterprise solution to mitigate/measure/improve the City's risk profile), insurance services (e.g., design policies and programs most advantageous to the City for coverage of exposures), and claims support services (e.g., represent the City in policy interpretation and negotiations with carriers.) The pool will be utilized by multiple departments including the Airport, SFMTA, SFPUC, and Port. During the six year period, approximately \$53 million will be for insurance premiums and approximately \$7 million for risk management consultant services. Vendors will also train City managers on new international standards for Enterprise Risk Management.

B: Explain why this service is necessary and the consequences of denial: Insurance coverage and accurate and professionally produced risk management and insurance services are essential to the successful management of the City's risk management program. Denial will result in the inability of the Risk Management Division and multiple City departments to perform their statutory duties and will cause the City to lose its ability to manage and mitigate exposure through insurance placement. Additionally, insurance brokerage requires professional licensing in the state of California and cannot be completed by City staff.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): PSC 4146-07/08

D. Will the contract(s) be renewed: Unknown

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

L 1021, L 21, MEA Union Name Signature of person mailing / faxing form Date 7/6/10
RFP sent to Union Name, on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE PSC# 4021-10/11

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: Placement of insurance must be performed by a licensed insurance broker. Consultant services require a broad range of highly specialized insurance services and risk management analysis and interpretation.

B. Which, if any, civil service class normally performs this work? No civil service classes are licensed insurance brokers; The Risk Manager (Class 0933) and the Deputy Risk Manager (Class 0931) perform some of the risk management services, though not at the highest level and not in specialized areas. Risk services are also provided at the Airport by an individual in Class 0932. Training is performed by individuals in Classes 1232 Training Officer and 1237 Training Coordinator.

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable: City employees are not licensed insurance brokers and do not have the high level specialized knowledge required to perform the consulting services to be provided by successful contractors.

B. Would it be practical to adopt a new civil service class to perform this work? Explain. No.

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

A. Will the contractor directly supervise City and County employees?  Yes  No

B. Will the contractor train City and County employees? Yes

- Describe training and indicate approximate number of hours. 20 hrs  
Training will be provided as needed to ensure the professional standards of City Risk Management meet industry best practices in the field of Risk Management.

- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained. Approximately 5 Managers (class 0933, 0932, 0931) & Analysts (class 1822, 1825) and department heads/deputies upon request.

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

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

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?  Yes  No

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

Signature of Departmental Personal Services Contract Coordinator

Joan Lubamersky

554-4859

Print or Type Name

Telephone

One Carlton B Goodlett Place, Room 362

San Francisco, CA 94102

RE: PSC Form 1  
Lubamersky, Joan

07/06/2010 01:00 PM

Joan:

This topic is definitely not our expertise. We could not provide the service.

Nancy Chin  
Nancy.chin@sfdpw.org  
Training Manager  
General Services Agency  
(415) 558-4511  
Fax (415) 558-4444

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

From: Joan Lubamersky [mailto:Joan.Lubamersky@sfgov.org]  
Sent: Tuesday, July 06, 2010 11:58 AM  
To: Chin, Nancy  
Subject: PSC Form 1

Hello Nancy,

I have attached a PSC Form 1 to purchase \$53 million in insurance premiums, and provide specialized consultant services.

The vendors will provide about 20 hours per year of training to high level managers and department heads on current best practices in risk management, especially Enterprise Risk Management.

I am writing to request your review of this training aspect of our contracts.

Thank you..

(See attached file: Final PSC Form 1 Risk Insurance and Broker Services \$60 million 7.10.doc)

Joan Lubamersky  
General Services Agency/City Administrator City Hall, Room 362 One Carlton  
Goodlett Place San Francisco, CA 94102  
Phone: 415-554-4859  
Fax: 415-554-4849  
e mail address: Joan.Lubamersky@sfgov.org



Margot.Reed@selu1021.org, cromero@lfpte21.org, staff@sfmea.com,

PSC Form 1  
Joan Lubamersky/ADMSVC/SFGOV - Tuesday 07/06/2010 03:30 PM

Please see attached.

Printed on Recycled Paper  
PSC Form 1 Fax: 415-554-4849  
Joan Lubamersky  
General Services Agency/City Administrator  
City Hall, Room 362  
One Carlton Goodlett Place  
San Francisco, CA 94102  
Phone: 415-554-4859  
Fax: 415-554-4849  
e mail address: Joan.Lubamersky@sfgov.org

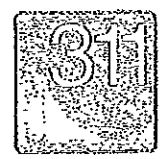
222a

4021-10/11  
Mod #1



Edwin M. Lee  
Mayor  
Naomi Kelly  
City Administrator

# OFFICE OF THE CITY ADMINISTRATOR RISK MANAGEMENT DIVISION



## MEMORANDUM

Date: February 20, 2012  
To: Leorah Dang, DHR-PSC Coordinator  
Department of Human Resources (Dept. 33)  
From: *Joan Lubamersky*  
Joan Lubamersky, PSC Coordinator, GSA (Dept. #70)  
RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 4021-10/11 Approval Date: 8/2/2010

Description of Services: The Risk Management Division of the Office of the City Administrator has established a pool of as-needed insurance brokers to place insurance and provide specialized support and independent analysis (e.g., act as independent insurance advisor, proactively analyze the City's insurance programs and identify risk transfers and risk financing options), risk analysis and Enterprise Risk Management consultant services (e.g. assess risks and propose an enterprise solution to mitigate/measure/improve the City's risk profile), insurance services (e.g., design policies and programs most advantageous to the City for coverage of exposures), and claims support services (e.g., represent the City in policy interpretation and negotiations with carriers.) The pool is being utilized by multiple departments including the Airport, SFMTA, SFPUC, and Port. During the six year period, approximately \$79 million will be for insurance premiums and approximately \$10 million for risk management consultant services. Vendors will also train City managers on new international standards for Enterprise Risk Management.

Original Approved Amount: \$60,000,000 Original Approved Duration: 9/1/2010 - 11/30/2016

Modification 1 Amount: \$29,000,000 Modification 1 Duration: None

Total Amount as Modified: \$89,000,000 Total Duration as Modified: 9/1/2010 - 11/30/2016

Reason for Modification: To purchase more insurance coverages.

Attachments: Copy of the original PSC & Notice of Action.

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION:  Approved

Approval Date: 2/20/12

By: *Mickl Callahan*

Mickl Callahan, Human Resources Director

25 Van Ness Avenue, Room 750, San Francisco, CA 94102

