

**City and County of San Francisco**



**Department of Human Resources**

**Edwin M. Lee**  
Mayor

**Micki Callahan**  
Human Resources Director

Date: March 17, 2014  
To: The Honorable Civil Service Commission  
Through: Micki Callahan  
Human Resources Director *[Signature]*  
From: Danny Yeung, CPC  
William Lee, ECD  
Cynthia Avakian, AIR  
Jacquie Hale, DPH  
Mary Hom, CON  
Rachel Buerkle, ENV

**Subject: Personal Services Contracts Approval Request**

This report contain ten (10) 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
\$14,998,000	\$5,332,478	\$578,903,366

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**POSTING FOR**

March 17, 2014

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

2014-03-17

**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>
48955 - 13/14	CITY PLANNING	\$2,000,000.00	<p>This feasibility study represents the first step toward potential implementation of the Railyard and Boulevard project. The study has five components to analyze the potential and effects of: Boulevard I-280 in the area, Reconfiguration/Relocation of the 4th &amp; King railyard, Potential of redevelopment of the 4th &amp; King railyard, Connection and interaction of Downtown Tunnel Extension (DTX – to Transbay Transportation Center – TTC), and Potential to minimize area through the use of loop track at TTC.</p> <p>This Study will develop a neighborhood vision for the area and identify transportation investments to fulfill the neighborhood vision. The Study will include: evaluation of the technical and financial feasibility of a comprehensive transportation project that consolidates/relocates existing rail tracks underground, surfaces an existing elevated freeway, consolidates/relocates a railyard, enhances the area around the Transbay Transit Center, and creates new opportunities for neighborhood connectivity and transit-oriented development. Further, the study will look at opportunities to connect and/or consolidate the two planned stations.</p>	May 1, 2014	June 30, 2018
44212 - 13/14	DEPARTMENT OF EMERGENCY MANAGEMENT	\$132,000.00	<p>Xybix Systems, Inc. is a manufacturer and distributor of proprietary workstation furniture for 9-1-1 call centers. Department of Emergency Management (DEM) purchased the existing dispatch furniture under contract in 2008. The contract has expired requiring a new service maintenance contract for the next 5 years for parts and services. The Xybix workstations meet ergonomic functional standards to accommodate a range of Dispatchers from a 5th percentile female to a 95th percentile male. DEM has 42 work stations in use 24 hours a day 7 days a week with over 200 Dispatchers. The equipment requires adjustments and reconfiguration hourly to suit the ergonomic requirements of various staff members assigned to a work station. The demands on the workstations require service repair to lifts, cable tray, and environmental control units connected to the workstations. Under the new contract, Xybix will furnish parts and dispatch factory trained technician when repairs are required. The new contract will extend the life of the equipment an additional 5 years. A RFP will be developed in 2018 to replace all workstations.</p>	December 18, 2013	June 30, 2019
46840 - 13/14	AIRPORT COMMISSION	\$1,500,000.00	<p>As-needed environmental consulting services are required for verification of compliance with environmental laws, regulations, and standards. The as-needed consulting services will assist the Airport to maintain compliance with environmental regulations in support of operations and maintenance functions and Capital Improvement Program (CIP) projects. Services will include: site investigation for contaminant characterization, planning and design of asbestos/lead abatement and demolition of Airport buildings, construction management and technical oversight of environmental remediation, air quality control permitting and monitoring services, and environmental database support services.</p>	June 1, 2014	June 1, 2019
45705 - 13/14	AIRPORT COMMISSION	\$450,000.00	<p>The Airport requires a third party to certify for the Ground Transportation Management System &amp; Taxi Management System (GTMS/TMS) that will provide real time tracking of taxi &amp; ground transportation operators, and interface with other City agencies and other Bay Area airports and public transit agencies. The system will be built on an open source platform and will utilize a Radio Frequency Identification (RFID) device and smart card technology for tracking taxi and ground transportation (GT) operators. The system will have a taxi short monitoring solution that uses 5.9 GHz Dedicated Short Range Communication (DSRC) technology in a manner that is consistent with the latest IEEE 802.11P standard and GTMS that uses ISO 18000 6C Communications technology in a manner that is consistent with the latest ISO standard. SFO requires certification by OmniAir Certification Services (OCS) to confirm that the selected technology solutions meet the SFO requirements/standards mentioned above.</p>	April 1, 2014	April 1, 2015



PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
42676 - 13/14	PUBLIC HEALTH	\$3,360,000.00	Contractor(s) will provide capacity building and reduce disparities in access to mental health services among Filipino, Southeast Asian (Laotian, Cambodian and Vietnamese) and Samoan populations in San Francisco, with priority given to the South of Market, Tenderloin, Bayview and Visitacion Valley communities. The work will include building the capacity of community based organizations, schools, ethnic specific cultural centers and intervention services, outreach and engagement, mental health promotion activities and psycho-social education, behavioral health screening and assessment, referrals and linkage, and short term therapeutic services.	January 1, 2014	December 31, 2018
46631 - 13/14	PUBLIC HEALTH	\$1,344,000.00	Contractor(s) will provide innovative mental health services to low income, socially isolated older adults through a system of care to integrate mental health programs, older systems of care, the community and a network of peer support services so they may work together to identify, reintegrate and engage this hard to reach population. The work emphasizes peer support and the trust found in these relationships as a novel and powerful means of engagement and linking the population to services.	January 1, 2014	December 31, 2018
48236 - 13/14	PUBLIC HEALTH	\$840,000.00	Contractor(s) will provide capacity building, policy and advocacy for adolescents and transitional age youth services (emphasis on treatment of trauma) in San Francisco.	January 1, 2014	December 31, 2018
42855 - 13/14	CONTROLLER	\$5,000,000.00	Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.	March 1, 2014	February 28, 2019
41256 - 13/14	AIRPORT COMMISSION	\$250,000.00	System support for SFO's Automated Vehicle Identification/Ground Transportation Information Systems (AVI/GTIS). Contractor will provide AVI/GTIS system monitoring and telephone support during business hours, bi-weekly system maintenance, AVI system preventative maintenance, and software configuration and refinement. The AVI/GTIS system measures ground transportation (GT) and taxi traffic volume that corresponds to the number of trips made for drop-offs and pick-ups at SFO.	April 1, 2014	June 30, 2016
<b>TOTAL AMOUNT \$14,876,000</b>					

**Posting for March 17, 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
4030-11/12	ENVIRONMENT	\$122,000.00	\$197,000.00	The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.	3/1/2014	6/30/2016

**Total Modified Amount: \$122,000.00**

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

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CITY PLANNING -- CPC Dept. Code: CPC

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Railyard Alternatives and I-280 Boulevard Feasibility Study

Funding Source: Federal Funds and General Fund PSC Duration: 4 years 8 weeks  
PSC Amount: \$2,000,000 PSC Est. Start Date: 05/01/2014 PSC Est. End Date: 06/30/2018

1. Description of Work

A. Scope of Work:

This feasibility study represents the first step toward potential implementation of the Railyard and Boulevard project. The study has five components to analyze the potential and effects of: Boulevard I-280 in the area, Reconfiguration/Relocation of the 4th & King railyard, Potential of redevelopment of the 4th & King railyard, Connection and interaction of Downtown Tunnel Extension (DTX - to Transbay Transportation Center - TTC), and Potential to minimize area through the use of loop track at TTC.

This Study will develop a neighborhood vision for the area and identify transportation investments to fulfill the neighborhood vision. The Study will include: evaluation of the technical and financial feasibility of a comprehensive transportation project that consolidates/relocates existing rail tracks underground, surfaces an existing elevated freeway, consolidates/relocates a railyard, enhances the area around the Transbay Transit Center, and creates new opportunities for neighborhood connectivity and transit-oriented development. Further, the study will look at opportunities to connect and/or consolidate the two planned stations.

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

The service is the necessary first step in a long process to implement the the Railyard and Boulevard project. Contracted services are necessary because the City does not have the expertise or staffing to perform the specialized services in-house. Services include railroad planning, engineering, and operations experience of a Class I railroad and facilities; high-speed rail; and freeway planning and engineering. These services are routinely provided in the same way for other similar projects. Denial would result in a significant delay in the implementation 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.  
This is a new service.

D. Will the contract(s) be renewed? No. This is a specific project.

2. Union Notification: On 01/17/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Management & Superv Local 21, Architect & Engineers,

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48955 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/17/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Expertise and experience in the following areas: rail engineering, transportation engineering, civil engineering, structural engineering over railyards, urban planners, public information, and financial/economics related to such major projects.

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

5293,5299,5291,5298,5278,5277,5320,1312,1823,1824,5201,5203,5211,5207,5241,5362,5364,5366,5288,

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 are required for this one-time project only. The Planning Department lacks the staff expertise and staff resources to fully perform the range of highly specialized services.

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

No. This is a one-time, technically specific and deadline driven project.

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?

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/25/2014 BY:

Name: Danny Yeung Phone: 415-575-9042 Email: Danny.Yeung@sfgov.org

Address: 1650 Mission St, Suite 400 San Francisco, CA 94103



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

**Yeung, Danny**

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Friday, January 17, 2014 1:19 PM  
**To:** Yeung, Danny; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Yeung, Danny; Isen, Richard; DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48955 - 13/14

RECEIPT for Union Notification for PSC 48955 - 13/14 more than \$100k

The CITY PLANNING -- CPC has submitted a request for a Personal Services Contract (PSC) 48955 - 13/14 for \$2,000,000 for Initial Request services for the period 05/01/2014 – 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/1086> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: 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: 9-1-1- Dispatch furniture Maintenance

Funding Source: 1GAGFAAA PSC Duration: 5 years 27 weeks

PSC Amount: \$132,000 PSC Est. Start Date: 12/18/2013 PSC Est. End Date: 06/30/2019

1. Description of Work

A. Scope of Work:

Xybix Systems, Inc. is a manufacturer and distributor of proprietary workstation furniture for 9-1-1 call centers. Department of Emergency Management (DEM) purchased the existing dispatch furniture under contract in 2008. The contract has expired requiring a new service maintenance contract for the next 5 years for parts and services. The Xybix workstations meet ergonomic functional standards to accommodate a range of Dispatchers from a 5th percentile female to a 95th percentile male. DEM has 42 work stations in use 24 hours a day 7 days a week with over 200 Dispatchers. The equipment requires adjustments and reconfiguration hourly to suit the ergonomic requirements of various staff members assigned to a work station. The demands on the workstations require service repair to lifts, cable tray, and environmental control units connected to the workstations. Under the new contract, Xybix will furnish parts and dispatch factory trained technician when repairs are required. The new contract will extend the life of the equipment an additional 5 years. A RFP will be developed in 2018 to replace all workstations.

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

The Xybix workstations are manufactured specific to meet the demands of a 9-1-1 dispatch center providing dispatchers with automatic height adjustable lifts to meet each Dispatcher height adjust requirements whether sitting or standing. Workstations provide environmental temperature control with built in filtering to mitigate dust and individual lighting control per workstation. DEM answer over 3,000 calls daily with a minimum staffing per shift of 30 Dispatchers, Supervisors and Watch Coordinators. It is imperative that all workstations be fully operational for a Public Safety emergency event. The service contract will guarantee delivery of parts and service.

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

The original bid/award was issued in February 2008 under blanket PO BPED08000010. The bid included extended warranty service for an additional 4 years with contract expiration February 2013. Approval was obtained from a Civil Service Commission notice of action for contract number PSC 4039-07/08 February 4, 2008.

D. Will the contract(s) be renewed? Yes. Will issue a RFP in 2018.

2. Union Notification: On 12/18/2013, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44212 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/17/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:  
Manufacturers Certification for service technicians.

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:  
Contractor will provide parts and services to maintain existing furniture at DEM.

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

A. Explain why civil service classes are not applicable:

Due to proprietary nature of the workstations being purchased by the City, civil service classes will not be able to perform warranty and maintenance services.

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

No. because this is a warranty and maintenance services for the product designed and implemented by the vendor.

**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? DEM will continue to use the same contract	<input checked="" type="checkbox"/>	<input 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 Street San Francisco, CA 94102

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

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org]

Sent: Wednesday, December 18, 2013 2:50 PM

To: Lee, William; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; 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; dwilson1877@yahoo.com; tiya.thlang@seiu1021.org; Chan, Grace; Isen, Richard; DHR-PSCCoordinator, DHR  
Subject: Receipt of Notice for new PCS over \$100K PSC # 44212 - 13/14

RECEIPT for Union Notification for PSC 44212 - 13/14 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 44212 - 13/14 for \$132,000 for Initial Request services for the period 12/18/2013 -- 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/824>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

PSC #44212-13/14

Dept. of Emergency Management (ECD)

For all PSCs if the duration requested is 5 years or more, an explanation is required:

This PSC is for 5 and 1/2 year. DEM did not submit a revision to extend PSC 4093-07/08 before it expired. The half year is included in the original contract which is one of the additional (2) year warranty with the same terms and conditions as the original warranty in paragraph G(1)(A) of the contract. The five year is an option for five(5) additional one (1) year warranties, each on the same terms and conditions as the original warranty in paragraph G(1)(A) of the original contract.

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**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 # 4039-07/08

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 01/15/08

DEPARTMENT NAME: Emergency Management DEPARTMENT NUMBER: 77

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

COPY

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

TYPE OF SERVICE: Replacement and Reconfiguration of 9-1-1 Call Center Workstations

FUNDING SOURCE: Special Revenue Fund (2SPPF911)

PSC AMOUNT: \$1,000,000.00 PSC DURATION: 02/15/2008 to 02/15/2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work: The selected vendor will design, replace and reconfigure between 48-52 workstations on the operations work floor of the City's 9-1-1 Call Center. The design will need to remedy current challenges, such as providing unrestricted line-of-sight communications from the workstations to supervisor stations, reducing sound, providing ease of access between workstation areas that are ADA compliant, improving lighting while reducing glare, and providing adequate storage space for backup telecommunications equipment. The installation of these proprietary workstations will need to occur in a "live" 24-hour work area of the 9-1-1 Call Center.

B. Explain why this service is necessary and the consequences of denial: The current workstations are more than seven years old and are in service 24 hours a day supporting mission critical functions of providing 9-1-1 call taking and dispatch services. New workstations need to be implemented to comply with current ergonomic standards and to meet the functional requirements of the dispatch workforce.

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 the first replacement workstation project since the creation of the 9-1-1 Call Center.

D. Will the contract(s) be renewed: Unknown at this time.

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 of person mailing (faxing form) Date 1/15/08
MEA Union Name Signature of person mailing (faxing form) Date 1/15/08

RFP sent to N/A on N/A N/A
Union Name Date Signature

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FOR DEPARTMENT OF HUMAN RESOURCES USE
PSC# 4039-07/08 approved 2/4/08
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise: The design and installation of these new workstations are specifically tied to a proprietary product. Therefore, the product and services are interrelated and cannot be separated due to proprietary rights of the awarded vendor.
- B. Which, if any, civil service class normally performs this work? None. This type of design and installation work cannot be performed by civil service classes.
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: Yes, the vendor would utilize proprietary software to design and layout workstation configurations specific to their proprietary product.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable: Due to proprietary nature of the workstations being purchased by the City, civil service classes will not be able to perform design or implementation services.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain: No, because this service is utilized as a specific replacement project, which may occur once every 5-7 years.

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?                                                                                                                                                                           | <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 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

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 KenC



Quote Number: 14283

Quote Date: 12/9/2013  
 Revision: A  
 Orig Create Date: 12/9/2013  
 Expires: 3/9/2014  
 Opp #: 0006123  
 Page: 1 of 1

**Quote**

Terms: NET 30

<p><b>Quote To:</b>          Acct: SANDEPSACA          JoAnn Hicks          San Francisco Department of Emergency          1011 Turk St.          San Francisco CA 94102</p> <p>Phone: (415) 558-3831</p>	<p><b>Ship To:</b> San Francisco Department of Emergency Manage          1011 Turk St.           San Francisco          CA 94102</p> <hr/> <p><b>Sales Person:</b> JESSICA BORTONE          Rep Phone: 714-204-1015          Email: jessicab@xybix.com</p>
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Extended Warranty starts July 1st 2013 and expires June 30th 2014.

This is for year 5.

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	other	Other Charges & Services	1	1.0 EA	\$-		\$0.00	\$0.00
<b>Line(1) - Miscellaneous Charge -</b>								
Warranty Extended Year 5								\$6,000.00

List Price Total	\$-	Lines Total:	\$0.00
		Line Miscellaneous Charges Total:	\$6,000.00
		<b>Quote Total:</b>	<b>\$6,000.00</b>

**Note 1:**

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

QuotForm:001:00

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 KenC



Quote Number: 11657

Quote Date: 11/4/2013

Orig Create Date: 1/23/2012

Expires: 9/30/2014

Opp #:

Page: 1 of 1

**Quote**

Terms: 90% Net 30; 10% Retention

**Quote To:**  
 Acct: SANDEPSACA  
 Jose Machuca  
 San Francisco Department of Emergency  
 1011 Turk St.  
 San Francisco CA 94102

**Ship To:** San Francisco Department of Emergency Manage  
 1011 Turk St.  
  
 San Francisco  
 CA 94102

---

**Sales Person:** JESSICA DERAGISCH  
 Rep Phone: 714-204-1015  
 Email: jessicad@xybix.com

Extended Warranty starts July 1 2014 and ends June 30th 2015.

This is an extended warranty for parts and labor for the Xybix consoles. This is for one year.  
 KRC

This is for Year 6

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	other	Other Charges & Services	1	EA	\$-		\$0.00	\$0.00
<b>Line(1) - Miscellaneous Charge -</b>								
Warranty Extended Year 6								\$18,000.00

List Price Total	\$-	Lines Total:	\$0.00
		Line Miscellaneous Charges Total:	\$18,000.00
		<b>Quote Total:</b>	<b>\$18,000.00</b>

**Note 1:**  
 All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**  
 Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

QuotForm:001:00

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 KenC



Quote Number: 13977

Quote Date: 11/4/2013

Orig Create Date: 9/18/2013

Expires: 9/30/2015

Opp #:

Page: 1 of 1

**Quote**

Terms: 90% Net 30; 10% Retention

**Quote To:**  
 Acct: SANDEPSACA  
 Jose Machuca  
 San Francisco Department of Emergency  
 1011 Turk St.  
 San Francisco CA 94102

**Ship To:** San Francisco Department of Emergency Manage  
 1011 Turk St.  
 San Francisco  
 CA 94102

---

**Sales Person:** ERIC PARKS  
 Rep Phone:  
 Email:

*Extended Warranty Year 7  
 Starts July 1 2015 and ends June 30th 2016*

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	other	Other Charges & Services	1.0	EA	\$-		\$0.00	\$0.00

**Line(1) - Miscellaneous Charge -**  
 Warranty Extended Year 7 \$22,000.00

List Price Total	\$-	Lines Total:	\$0.00
		Line Miscellaneous Charges Total:	\$22,000.00
		<b>Quote Total:</b>	<b>\$22,000.00</b>

**Note 1:**  
 All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**  
 Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

QuotForm:001:00

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-6656  
 Fax:303-683-5454  
 KenC



Quote Number: 14281

Quote Date: 12/6/2013

Orig Create Date: 12/6/2013

Expires: 9/30/2017

Opp #:

Page: 1 of 1

**Quote**

Terms: 90% Net 30; 10% Retention

<p><b>Quote To:</b>          Acct: SANDEPSACA          Jose Machuca          San Francisco Department of Emergency          1011 Turk St.          San Francisco CA 94102</p>	<p><b>Ship To:</b> San Francisco Department of Emergency Manage          1011 Turk St.           San Francisco          CA 94102</p> <hr/> <p><b>Sales Person:</b> ERIC PARKS  <b>Rep Phone:</b>  <b>Email:</b></p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Extended Warranty Year 8

Starts July 2016 and ends June 30th 2017

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	other	Other Charges & Services	1	EA	\$-		\$0.00	\$0.00
<b>Line(1) - Miscellaneous Charge -</b>								
Warranty Extended								\$26,000.00

List Price Total	\$-	Lines Total:	\$0.00
		Line Miscellaneous Charges Total:	\$26,000.00
		<b>Quote Total:</b>	<b>\$26,000.00</b>

**Note 1:**  
 All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**  
 Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

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QuotForm:001:00

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 KenC



Quote Number: 13979

Quote Date: 9/18/2013

Orig Create Date: 9/18/2013

Expires: 12/17/2013

Opp #:

Page: 1 of 1

**Quote**

Terms: 90% Net 30; 10% Retention

**Quote To:**  
 Acct: SANDEPSACA  
 Jose Machuca  
 San Francisco Department of Emergency  
 1011 Turk St.  
 San Francisco CA 94102

**Ship To:** San Francisco Department of Emergency Manage  
 1011 Turk St.  
  
 San Francisco  
 CA 94102

---

**Sales Person:** ERIC PARKS  
**Rep Phone:**  
**Email:**

Extended Warranty Year 9  
 Starts July 1 2017 and ends June 30th 2018

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	other	Other Charges & Services	1	EA	\$-		\$0.00	\$0.00
<b>Line(1) - Miscellaneous Charge -</b>								
Warranty Extended Year 9								\$30,000.00

List Price Total	\$-	Lines Total:	\$0.00
		Line Miscellaneous Charges Total:	\$30,000.00
		<b>Quote Total:</b>	<b>\$30,000.00</b>

**Note 1:**  
 All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**  
 Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

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QuotForm:001:00

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 KenC



Quote Number: 13980

Quote Date: 9/18/2013

Revision: A

Orig Create Date: 9/18/2013

Expires: 12/17/2013

Opp #:

Page: 1 of 1

**Quote**

Terms: 90% Net 30; 10% Retention

**Quote To:**

Acct: SANDEPSACA  
 Jose Machuca  
 San Francisco Department of Emergency  
 1011 Turk St.  
 San Francisco CA 94102

**Ship To:** San Francisco Department of Emergency Manage  
 1011 Turk St.

San Francisco  
 CA 94102

**Sales Person:** ERIC PARKS

Rep Phone:

Email:

*Extended Warranty Year 10  
 Starts July 1 2018 and ends June 30th 2019*

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	other	Other Charges & Services	1	EA	\$-		\$0.00	\$0.00

Line(1) - Miscellaneous Charge -

Extended Warranty Year 10 \$30,000.00

List Price Total

\$-

Lines Total:

\$0.00

Line Miscellaneous Charges Total:

\$30,000.00

Quote Total:

\$30,000.00

**Note 1:**

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

QuotForm:001.00



JoAnn Hicks  
Department of Emergency Management  
Division of Emergency Communications  
1011 Turk Street  
San Francisco, Calif. 94102

RE: Xybix Console warranty coverage

Dear Ms. Hicks,

Thanks for asking about our warranty coverage and parts.

All Xybix products are custom manufactured for 911 dispatch and replacement components are not available on the open market. Our warranty requires the use of Xybix manufactured replacement parts. Use of non-Xybix replacement parts would void the warranty.

Due to the time critical nature of the 911 dispatch center, we maintain stock of replacement parts that can be installed quickly to get your services back up and running. With Xybix parts you know they will fit and function well in the heavy duty 911 environment.

Our warranty programs are available beyond the standard time included with the original contract. We'd be happy to assist you in your warranty coverage needs. We provide the peace of mind knowing that your furniture investment will be properly serviced and the functional performance maintained throughout the life of your furniture.

Please call with any questions. We look forward to continuing our relationship with the San Francisco Department of Emergency Management.

Sincerely,

Barry R Carson  
President  
Xybix Systems, Inc.



8207 SouthPark Circle • Littleton, CO 80120  
o: 800.788.2810 f: 303.683.5454  
[www.xybix.com](http://www.xybix.com)



### Sole Source Waiver Request

Administrative Code Section 21.5(b) provides that commodities or services available only from a sole source shall be procured in accordance with Purchaser's regulations. Purchaser's regulations provide that, "If a department needs a commodity or service which is unique and which is known to be provided by only one vendor, then only one price quotation is solicited from the single vendor. The requesting department must submit documentation to the Purchaser justifying the transaction as a sole source. From time to time, the Purchaser may conduct a formal bid to determine the continuing validity of the sole source determination." (Procurement Instruction 12.06, Exhibit A, Section IX.D, dated April 28, 1989)

**Directions:** Use this form to justify a sole source transaction. The department requestor must complete the information below and attach a written memo with appropriate supporting documentation to justify this request. The memo must provide specific and comprehensive information that explains why the requested transaction should be considered a sole source. Departments are encouraged to consult with the Human Rights Commission and the City Attorney prior to submitting this request.

Department: Department of Emergency Management Date Submitted: December 18, 2013  
Contact: Jo Ann Hicks Phone: 558-3831  
Vendor Name: Xybix System Inc. Vendor # 74183  
Type of Contract: Commodity \_\_\_\_\_ Professional Service  Non-Professional Service \_\_\_\_\_  
Amount: \$ 132,000 ADPICS Doc #: BPED14000016

RECEIVED  
19 DEC 20 AM 9:06

Describe the product or service:

Xybix System Inc. is the manufacture and distributor of ergonomic height adjustable 9-1-1 dispatch furniture. The contract with Xybix for maintenance service and parts replacement expired February 2013 and cannot be extended an additional 5 years. The current Xybix workstations are more than 5 years old and in service 24 hours a day supporting mission critical systems for 9-1-1 call taking and dispatch personnel. Department of Emergency Management will not be replacing or upgrading the existing furniture for at least five years, therefore continued ongoing maintenance service with Xybix is critical to our 9-1-1 Dispatch center.

Has the Human Rights Commission granted a sole source waiver on this transaction?  
No, a waiver was granted by the Civil Service Commission notice of action under contract number PSC 4093-07/08 February 4, 2008 when the workstations were originally purchased and installed. Xybix is Chapter 12B compliant.  
If yes, when was the sole source granted? \_\_\_\_\_ Please attach a copy of the HRC Waiver.

Check the appropriate statement. Attach a memo and documentation to address the questions following each statement.

Goods or services are available from only one source.

Xybix dispatch furniture is custom manufactured requiring certified service technicians to replace equipment components. Department of Emergency Management works directly with Xybix to order parts and schedule service technicians to complete the repairs. The Division of Emergency Communications has over 200 Dispatchers/Call Takers. At any given time those employees can be assigned to any one of 42 workstations requiring adjustment and reconfiguration hourly to meet the ergonomic requirements of various staff members to the workstation.

Explain why this is the only product or service that will meet the City's needs. Why is this the only vendor or contractor that can provide the services or products? What steps were taken to verify that the goods or services are not available from another source? Explain what efforts were made to obtain the best possible price. Why do you feel the price to be fair and reasonable? How was this vendor chosen? How long has the vendor been providing goods or services for your department?

The Xybix workstations are manufactured specific to meet the demands of 9-1-1 dispatch centers providing dispatchers with automatic height adjustable lifts meeting the wide range of user dimensions, typically from a 5<sup>th</sup> percentile female to a 95<sup>th</sup> percentile male. The height adjustments provide each Dispatcher the ability to select the appropriate height adjust whether sitting or standing. The keyboard and the monitor tables each provide separate adjusts based on dispatcher's ergonomic requirements. A temperature controlled storage unit houses all computer equipment needed for 9-1-1 call taking and dispatching. Workstations provide environmental temperature controls allowing dispatchers to adjust lighting and climate controls with built in filtering to mitigate dust.

**INSTRUCTIONS:**

The Sole Source request must be approved before the department makes a commitment to the vendor, and before funds are encumbered. If the Sole Source request is denied, the department will be advised to conduct a competitive process to select the vendor/contractor. If the Sole Source request is to extend an existing professional service contract, attach a copy of the original contract and any prior sole source determinations made by HRC or Purchasing. When processing professional service contracts and modifications for signature, attach the approved sole source waiver form to the contract documents.

This form is required for every transaction, contract, or contract modification that the department wishes to be treated as a sole source. For additional information call the Purchaser assigned to your department.

The Department Head must sign this request before it is sent to OCA-Purchasing.

This Sole Source request is being submitted by: Anne Kronenberg  
Department Head Signature: [Signature] Executive Director

Date: 12/18/2013

Name of Department: Department of Emergency Management

Vendor is the sole manufacturer & distributor of customized parts & service technicians to maintain warranty for custom designed workstations that meet the mission critical demands of 911 dispatchers. Price for additional 5 years is in line with annual OCA Review and Approval: warranty pricing per original calculation of charges, (Appendix B)

Sole Source Approved:  Sole Source Denied:

**Reason for Determination**

(Continued) Original contract included provision for additional 5 years of service, but could not be utilized due to break in service.

OCA Staff: [Signature]

Date: 12/27/2013

OCA Staff: \_\_\_\_\_

Date: \_\_\_\_\_

OCA Director: N. Zuli / FOR JACI FONG

Date: 01/07/2014

screen 9560 in file. Taxes current 126 compliants.  
This is for a five year extended warranty for custom work stations. Warranty is a continuation of warranty department has already had for 5yrs. with some vendor. Work stations are proprietary furniture of this vendor.  
copy of original Blanket attached, Attached is agreed upon pricing for contract including warranty from April 1, 2008. Warranty includes quarterly maintenance as well as 4(Four) hour response for major service. These work stations were designed for City by Xybix furniture with components which were design for this use only.  
copy of original scope of work Attached where custome design was Required

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: As-Needed Environmental Consulting Services

Funding Source: Airport Operating & Capital Fund PSC Duration: 5 years 1 day
PSC Amount: \$1,500,000 PSC Est. Start Date: 06/01/2014 PSC Est. End Date: 06/01/2019

1. Description of Work

A. Scope of Work:

As-needed environmental consulting services are required for verification of compliance with environmental laws, regulations, and standards. The as-needed consulting services will assist the Airport to maintain compliance with environmental regulations in support of operations and maintenance functions and Capital Improvement Program (CIP) projects. Services will include: site investigation for contaminant characterization, planning and design of asbestos/lead abatement and demolition of Airport buildings, construction management and technical oversight of environmental remediation, air quality control permitting and monitoring services, and environmental database support services.

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

The as-needed services are required to avoid potential penalties for failure to comply with environmental laws and regulations. The Airport requires an expedited response for hazardous material response and cleanup. Denial of the technical resources could hamper this response.

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 was previously provided through PSC #4078-06/07. However, a new PSC request is needed for a new RFP.

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

2. Union Notification: On 01/17/2014, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46840 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/17/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

Professionals with experience in environmental services are required for verification of compliance with air and water quality monitoring, peer review of on-going environmental work, and investigation and remediation of emergency hazardous spills and leaks.

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

5211,5241,5640,5642,5644,

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

Yes, contractor may provide specially equipped trailers, equipment and materials for on-site investigation and/or remediation of hazardous materials/hazardous materials, leaks, and spills.

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

A. Explain why civil service classes are not applicable:

Current civil service classifications are able to handle small spills; however, for larger projects the Airport requires the services of outside resources to handle this work.

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

No, as the work will be on an intermittent and as-needed basis.

**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 02/19/2014 BY:

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

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

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

## Cynthia Avakian

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Friday, January 17, 2014 5:11 PM  
**To:** Cynthia Avakian; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Theresa Lopez; Richard Isen; DHR-PSCCoordinator  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46840 - 13/14

RECEIPT for Union Notification for PSC 46840 - 13/14 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 46840 - 13/14 for \$1,500,000 for Initial Request services for the period 06/01/2014 – 06/01/2019. 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/1235> 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)**

**Resolution # 13-0196**

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 13\_0196

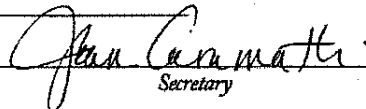
**AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL FOR CONTRACT NO. 9399, AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES**

- WHEREAS, an integral and critical element to the Airport's operation is the continued compliance with all applicable local, regional, state, and federal environmental laws, regulations and standards; and,
- WHEREAS, this Request for Proposal (RFP) will solicit proposals from consultants with specialized expertise to support Airport staff in maintaining the Airport's compliance with all environmental regulations related to the operations and maintenance functions, as well as Capital Improvement Program (CIP) projects; and
- WHEREAS, the types of as-needed services include: site investigation for contaminant characterization, planning and design of site remediation, asbestos and hazardous materials surveys, planning and design of asbestos/lead abatement and demolition of Airport buildings, construction management and technical oversight of environmental remediation, air quality control permitting and monitoring services, environmental database support services, and other environmental services; and,
- WHEREAS, Staff proposes to issue a RFP that will contain minimum qualification requirements appropriate for the proposed scope of work and will determine which proposals meet those qualifications; and,
- WHEREAS, Staff will convene a Selection Panel to review, develop a ranking and shortlist the five (5) highest scoring firms and conduct oral interviews, if necessary, and
- WHEREAS, from the Selection Panel's scoring, following successful negotiations, Staff will prepare for Commission consideration a recommendation to award contracts to the three highest ranked firms; and,
- WHEREAS, the budget for services is \$500,000 per contract, for a total budget of \$1,500,000 with an expiration term of not more than five (5) years, including all modifications with no task orders to be issued after three (3) years from the date of award per the requirements of the Administrative Code; now, therefore be it
- RESOLVED, that the Commission hereby approves this Resolution authorizing the Director to solicit proposals when ready and authorize negotiations for Contract No. 9399, As-Needed Environmental Consulting Services.

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*

*at its meeting of* \_\_\_\_\_

SEP 04 2013

  
Secretary

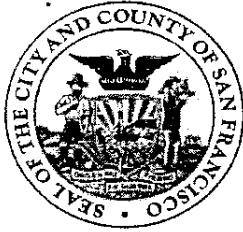


**Additional Attachment(s) of Explanation**

◇ **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 # 4078-06/07



4078-06/07  
Initial

# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

December 20, 2006

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4076-06/07  
THROUGH 4080-06/07 AND 4121-05/06.**

At its meeting of December 18, 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.

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: Shawn Allison, Department of Telecommunications  
Gordon Choy, Department of Public Works  
Philip Ginsburg, Human Resources Director  
Nancy Gonchar, Arts Commission  
Jennifer Johnston, Department of Human Resources  
Lynn Khaw, Office of Contract Administration  
Laurel Kloomok, Children & Families Commission  
Galen Leung, San Francisco International Airport  
Jonathan Nelly, Department of Human Resources  
Commission File  
Chron

**POSTING FOR**  
December 18, 2006

**RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS**

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4076-06/07	28	Arts Commission	Regular	\$140,000.00	Will fabricate and deliver two large art insulated glass units for curtain walls for installation by the city on the exterior of the Muni Metro East Light Rail Vehicle Maintenance and Operation Facility.	31-Dec-07
4077-06/07	64	Children & Families Commission	Regular	\$52,500.00	Will provide and coordinate interactive science arts programming to Preschool for ALL (PFA) sites. Will conduct site visits to PFA preschool sites and provide science activities in 100 classrooms, with up to 1,100 children in attendance.	30-Nov-07
4078-06/07	27	Airport Commission	Regular	\$1,000,000.00	Will provide as-needed environmental consulting services for verification of compliance with environmental laws and regulations, assistance with emergency spill investigations and cleanups, and peer-review of ongoing work.	31-Jan-11
4079-06/07	70	Administrative Services - Office of Contract Administration	Regular	\$11,000,000.00	Will provide information technology consulting, including project management; software development and programming; system design and integration and training.	31-Dec-08

5531

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 11/27/06

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

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

TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION

TYPE OF SERVICE: As-Needed Environmental Compliance Consulting Services

FUNDING SOURCE: Airport Operating Funds

PSC AMOUNT: \$1,000,000 (\$250,000 per year) PSC DURATION: 2/1/2007 - 1/31/2011 (4 years)

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

As-needed environmental consulting services for verification of compliance with environmental laws and regulations, assistance with emergency spill investigations and cleanups, peer-review of ongoing work, and provision of as-needed environmental remediation services for the tenant environmental cost recovery program.

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

This service is required to avoid potential penalties for failure to properly comply with environmental laws and regulations. Denial will hamper the Airport's cleanup of accidental spills and leaks of hazardous materials. The tenant environmental cost recovery program will also be affected, with adverse financial impacts to the Airport.

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 service has been provided in the past through as-needed contracts. Civil Service Commission approval was granted Nov. 1, 1999, for a modification to PSC#4080-96/97 for an amended total of \$9,000,000.

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

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 Galen W.M. Leung Signature of person mailing/faxing form NOV 27 2006 Date Galen W.M. Leung Signature of person mailing/faxing form Date

RFP sent to: Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4078-06/07 STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION: Approved 12/18/06





San Francisco International Airport

P.O. Box 8097  
San Francisco, CA 94128  
Tel 650.821.5000  
Fax 650.821.5005  
www.flysfo.com

**MEMORANDUM**

DATE: November 15, 2010  
TO: Maria Ryan, PSC Analyst  
Department of Human Resources (Dept. 33)  
FROM: Cynthia Avakian, PSC Coordinator  
Airport Commission (Dept. 27)  
RE: Request for Administrative Approval of PSC Modification (less than 50%)

AIRPORT  
COMMISSION  
CITY AND COUNTY  
OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

LARRY MAZZOLA  
PRESIDENT

LINDA S. CRAYTON  
VICE PRESIDENT

CARYL ITO

ELEANOR JOHNS

RICHARD J. GUGGENHIME

JOHN L. MARTIN  
AIRPORT DIRECTOR

PSC No:	<u>4078-06/07</u>	Approval Date:	<u>December 18, 2006</u>
Description of Service(s):	As-Needed Environmental Compliance Consulting Services		
Original Approved Amount:	<u>\$1,000,000</u>	Original Approved Duration:	<u>2/1/07 – 1/31/11</u>
Modification Amount:	<u>\$0</u>	Modification of Duration:	<u>2/1/11 – 12/31/13</u>
Total Modified Amount:	<u>\$1,000,000</u>	Total Modified Duration:	<u>2/1/07 – 12/31/13</u>

Reason for the modification:

We need this extension since there has been a delay in implementing these contracts.

Attachment: Copy of Approved PSC Summary

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION:  Approved

NOV 15 2010

Approval Date: 11/17/10

By: [Signature]

FOR Micki Callahan, Human Resources Director



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: Third Party Certification Services for Ground Transportation Monitoring Devices

Funding Source: Airport Capital Funds PSC Duration: 1 year
PSC Amount: \$450,000 PSC Est. Start Date: 04/01/2014 PSC Est. End Date: 04/01/2015

1. Description of Work

A. Scope of Work:

The Airport requires a third party to certify for the Ground Transportation Management System & Taxi Management System (GTMS/TMS) that will provide real time tracking of taxi & ground transportation operators, and interface with other City agencies and other Bay Area airports and public transit agencies. The system will be built on an open source platform and will utilize a Radio Frequency Identification (RFID) device and smart card technology for tracking taxi and ground transportation (GT) operators. The system will have a taxi short monitoring solution that uses 5.9 GHz Dedicated Short Range Communication (DSRC) technology in a manner that is consistent with the latest IEEE 802.11P standard and GTMS that uses ISO 18000 6C Communications technology in a manner that is consistent with the latest ISO standard. SFO requires certification by OmniAir Certification Services (OCS) to confirm that the selected technology solutions meet the SFO requirements/standards mentioned above.

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

Success in implementing GTMS/TMS is contingent upon the selected technology working in the system environment/planned infrastructure. The certification service would ensure that devices installed are compliant with standards & will interoperate with current/future certified devices. It will allow use of certified devices from other manufacturers for future upgrades/enhancements. The consequences of denial could result in SFO being unable to easily introduce an alternate device should the planned devices become inoperable or reach end-of-life/end-of-support. Confirmation of selected technology would provide timely selection of alternate devices will minimize downtime to not affect the ability to gather traffic data.

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 an alternate device is selected for certification.

2. Union Notification: On 01/16/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45705 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/17/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:  
 Certification on 5.9 GHz DSRC Protocol, IEEE 802.11P and ISO 18000-6C RFID Communication Protocol.

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:  
 Certification must be done specific to the standards identified and by a qualified certification provider in the vehicle device selected.

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)**

	<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 02/19/2014 BY:

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

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



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

## Cynthia Avakian

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**From:** dhr-psccordinator@sfgov.org  
**Sent:** Thursday, January 16, 2014 11:11 AM  
**To:** Cynthia Avakian; rmitchell@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; Cynthia Avakian; Richard Isen; DHR-PSCCoordinator  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45705 - 13/14

RECEIPT for Union Notification for PSC 45705 - 13/14 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 45705 - 13/14 for \$450,000 for Initial Request services for the period 04/01/2014 – 04/01/2015. 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/1241> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH – DPH Dept. Code: DPH

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

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

Type of Service: Culturally Relevant Mental Health Promotion and Early Intervention Services

Funding Source: State Mental Health Services Act PSC Duration: 5 years
PSC Amount: \$3,360,000 PSC Est. Start Date: 01/01/2014 PSC Est. End Date: 12/31/2018

1. Description of Work

A. Scope of Work:

Contractor(s) will provide capacity building and reduce disparities in access to mental health services among Filipino, Southeast Asian (Laotian, Cambodian and Vietnamese) and Samoan populations in San Francisco, with priority given to the South of Market, Tenderloin, Bayview and Visitacion Valley communities. The work will include building the capacity of community based organizations, schools, ethnic specific cultural centers and intervention services, outreach and engagement, mental health promotion activities and psycho-social education, behavioral health screening and assessment, referrals and linkage, and short term therapeutic services.

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

Without these services, Filipino, Samoan and Southeast Asian communities will be exposed to the harms (anxiety, depression and other symptoms) associated with lack of mental health services in the community that provide a critical cultural perspective. These harms may also result from a lack of awareness of culturally appropriate (bilingual/bicultural) mental health services or barriers that block access to treatment such as cultural stigma associated with mental illness or fear of discrimination in the mental health system. Their successful treatment requires culturally competent providers...(please Word version of PSC, attached).

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 funding is available

2. Union Notification: On 12/20/2013, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous, Professional & Tech Engrs, Local 21,

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42676 - 13/14

DHR Analysis/Recommendation: Commission Approval Required
DHR Approved for 03/17/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractors must have trained and experienced staff who can provide mental health promotion and early intervention (PEI) services for Filipino, Samoan and Southeast Asian Communities.

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

2585,2586,2587,2588,2910,2930,2552,2913,2915,2589,2593,

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

Yes, contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Please see attachment.

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

No, current classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so the City uses contractors to meet as many of the client's needs as possible.

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?  
see attachment
- D. Are there federal or state grant requirements regarding the use of  
contractual services? see attachment
- 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 01/08/2014 BY:

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

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

**Receipt of Union Notification(s)**

◆ **Local 1021**

◆ **Local 21**

**Dang, Leorah**

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Friday, December 20, 2013 3:46 PM  
**To:** Hale, Jacquie; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Hale, Jacquie; Isen, Richard; DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42676 - 13/14

RECEIPT for Union Notification for PSC 42676 - 13/14 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 42676 - 13/14 for \$3,360,000 for Initial Request services for the period 01/01/2014 – 12/31/2018. 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/738> 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

PSC #42676-13/14 Initial

Department of Public Health

For all PSCs if the duration requested is 5 years or more, an explanation is required:

Contractor(s) will provide capacity building and reduce disparities in access to mental health services among Filipino, Southeast Asian (Laotian, Cambodian and Vietnamese) and Samoan populations in San Francisco, with priority given to the South of Market, Tenderloin, Bayview and Visitacion Valley communities. The work will include building the capacity of community based organizations, schools, ethnic specific cultural centers and intervention services, outreach and engagement, mental health promotion activities and psycho-social education, behavioral health screening and assessment, referrals and linkage, and short term therapeutic services.

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**Additional Attachment(s)**

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

**4A. Explain why civil service classes are not applicable**

**Personal Services Contract Summary  
Department of Public Health Community Behavioral Services  
Attachment A: Questions 4 A**

**Question 4 A.**

Community based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through this collaboration the City is able to offer higher quality, more accessible early intervention, mental health and substance abuse treatment services to minority populations including Filipino, Samoan and Southeast Asian communities. Community based contractors possess qualifications and community proximity necessary to the highest quality of care: an expertise specific to target populations, the trust of the community, credibility there as well as linkages and resources unavailable to the City. Community based contractors have an intimate knowledge of the needs and problems that prevent minority populations from accessing comprehensive, culturally competent care.

**Additional Attachment(s)**

◇ **Section 5. Additional Information**

**5C. Are there legal mandates requiring the use of contractual services?**

**5D. Are there federal or state grant requirements regarding the use of contractual services?**

**Personal Services Contract Summary**  
**Department of Public Health, Community Behavioral Health Services**  
**Attachment A: Questions 5. C and D**  
**California Welfare and Institutions Code**

**Question 5. C. Legal Requirements Mandating the Use of Contractual Services**

**5000. This part shall be known and cited as the Lanterman-Petris-Short Act (5000-5550).**

**5120.** It is the policy of this state as declared and established in this act and in the Lanterman-Petris-Short Act that the care and treatment of mental patients be provided in the local community. In order to achieve uniform statewide implementation of the policies of this act, it is necessary to establish the statewide policy that, notwithstanding any other provision of law, no city or county shall discriminate in the enactment, enforcement, or administration of any zoning laws, ordinances, or rules and regulations between the use of property for the treatment of general hospital or nursing home patients and the use of property for the psychiatric care and treatment of patients, both inpatient and outpatient.

Health facilities for inpatient and outpatient psychiatric care and treatment shall be permitted in any area zoned for hospitals or nursing homes, or in which hospital and nursing homes are permitted by conditional use permit.

**5600. This part shall be known as cited as the Bronzan-Mccorquodale Act (5600-5772).**

**5600.2** To the extent resources are available, public mental health services in this state should be provided to priority target populations, in systems of care that are client centered, culturally competent and fully accountable and which include the following factors: a. Client Centered Approach. All services and programs designed for persons with mental disabilities should be client centered , in recognition of varying individual goals, diverse needs, concerns, strengths, motivations, and disabilities. Persons with mental disabilities: (4) Should receive treatment and rehabilitation in the most appropriate and least restrictive environment, preferably in their communities

**5652.5** Each county shall utilize available private and private non-profit mental health resources and facilities in the county prior to developing new county operated resources or facilities when these private and private non-profit resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new and private nonprofit resources and facilities. All the available local public or private and private nonprofit facilities shall be utilized before state hospitals are used.

**5653** Optimum use shall be made of appropriate and local public and private organizations, community professional personnel, and state agencies. Optimum use shall also be made of federal, state, county and private funds which may be available for mental health planning. In order that maximum utilization be made of federal and other funds made available to the Department of Rehabilitation, the Department of Rehabilitation may serve as a contractual provider under the provisions of a county plan of vocational rehabilitation services for the mentally disordered.

(cont.)

**Question 5. D Federal or State Requirements Mandating the Use of Contractual Services**

**Mental Health Services Act, Proposition 63**

**5800-5802 Adult and Older Adult Mental Health System of Care Act**

5801. (a) A system of care for adults and older adults with severe mental illness results in the highest benefit to the client, family and community while insuring that the public sector meets its legal responsibility and fiscal liability at the lowest possible cost; (b.) The underlying philosophy for these systems of care include the following: (7) People in local communities are the most knowledgeable regarding their particular environments, issues, service gaps and strengths, and opportunities; (9) For the majority of seriously mentally disordered adults and older adults, treatment is best provided in the client's natural setting in the community. Treatment, case management, and community support services should be designed to prevent inappropriate removal from the natural environment to more restrictive and costly placements.

**5840-5840.2 Prevention and Early Intervention Prevention Programs (Part 3.6 Mental Health Services Act, Proposition 63)**

5840. (a) The State Department of Mental Health, in coordination with counties, shall establish a program designed to prevent mental illness from becoming severe and disabling. The program shall emphasize improving timely access to services for underserved communities. (b) The program shall include the following components: (1) Outreach to families, employers, primary health care providers and others to recognize the early signs of potentially severe and disabling mental illness. (2) Access and linkage to medically necessary care provided by county mental health programs for children with severe mental illness, as defined in Section 5600.3, and for adults and seniors with severe mental illness, as defined in Section 5600.3, as early in the onset of these conditions as practicable.

5840.2 The department shall contract for the provision of services pursuant to this part with each county mental health program in the manner set forth in Section 5897.

5897. (a) Notwithstanding any other provision of state law, the State Department of Health Care Services shall implement the mental health services provided by Part 3 (commencing with Section 5800), Part 3.6 (commencing with Section 5840), and Part 4 (commencing with Section 5850) of this division through contracts with county mental health programs or counties acting jointly. A contract may be exclusive and may be awarded on a geographic basis. As used herein a county mental health program includes a city receiving funds pursuant to Section 5701.5.

**5890. Mental Health Services Fund (Mental Health Services Act, Proposition 63)**

The Mental Health Services Fund is hereby created in the State Treasury. The fund shall be administered by the state. Notwithstanding Section 13340 of the Government Code, all moneys in the fund are, except as provided in subdivision (d) of Section 5892, continuously appropriated, without regard to fiscal years, for the purpose of funding the following programs and other related activities as designated by other provisions of this division;

1. Part 3. (commencing with Section 5800), the Adult and Older Adult System of Care Act
2. Part 3.2 (commencing with Section 5830), Innovative Programs
3. Part 3.6 (commencing with Section 5840), Prevention and Early Intervention Programs
4. Part 4 (commencing with Section 5850), the Children's Mental Health Services Act

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH Dept. Code: DPH

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

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

Type of Service: Behavioral Health Services for Socially Isolated Older Adults

Funding Source: State Mental Health Services Act PSC Duration: 5 years
PSC Amount: \$1,344,000 PSC Est. Start Date: 01/01/2014 PSC Est. End Date: 12/31/2018

1. Description of Work

A. Scope of Work:

Contractor(s) will provide innovative mental health services to low income, socially isolated older adults through a system of care to integrate mental health programs, older systems of care, the community and a network of peer support services so they may work together to identify, reintegrate and engage this hard to reach population. The work emphasizes peer support and the trust found in these relationships as a novel and powerful means of engagement and linking the population to services.

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

Without these services, older adults and others will be exposed to addiction, anxiety, depression and other harms associated with social isolation and untreated mental illness. Their mental health and successful treatment requires peer support services and a coordinated mental health system that breaks down barriers to access including mistrust of traditional and conventional modes of treatment, stigma associated with mental illness, fear of discrimination in the mental health system, cultural and linguistic factors, LGBT, lack of housing options, physical and cognitive impairments, and income factors. Without these services, economic, social and physical harms may result. Lawsuits and related costs may also occur.

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 funding is available.

2. Union Notification: On 12/20/2013, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021, Professional & Tech Engrs, Local 21,

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46631 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/17/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractors must have trained and experienced staff who are able to provide peer support and mental health strategies for low income socially isolated older adults that will improve their engagement in mental health services.

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

2585,2586,2587,2588,2910,2930,2552,2913,2915,2589,2991,2593,

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

Yes, contractors will provide services in licensed and approved facilities which are located in the community, as required by State law.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Please see additional attachment.

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

No, current classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so the City uses contractors to meet as many of the client's needs as possible.

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?  
see attachment
- D. Are there federal or state grant requirements regarding the use of  
contractual services? see attachment
- 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 01/08/2014 BY:

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

Address: 101 Grove Street, Room 307 San Francisco, CA 94102



**Receipt of Union Notification(s)**

◆ **Local 1021**

◆ **Local 21**

**Dang, Leorah**

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Friday, December 20, 2013 3:23 PM  
**To:** Hale, Jacquie; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; brenda\_mendieta@sfdph.org; Isen, Richard; DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46631 - 13/14

RECEIPT for Union Notification for PSC 46631 - 13/14 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 46631 - 13/14 for \$1,344,000 for Initial Request services for the period 01/01/2014 – 12/31/2018. 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/734> 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

PSC #46631-13/14 Initial

Department of Public Health

For all PSCs if the duration requested is 5 years or more, an explanation is required:

Contractor(s) will provide capacity building and reduce disparities in access to mental health services among Filipino, Southeast Asian (Laotian, Cambodian and Vietnamese) and Samoan populations in San Francisco, with priority given to the South of Market, Tenderloin, Bayview and Visitacion Valley communities. The work will include building the capacity of community based organizations, schools, ethnic specific cultural centers and intervention services, outreach and engagement, mental health promotion activities and psycho-social education, behavioral health screening and assessment, referrals and linkage, and short term therapeutic services.

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**Additional Attachment(s)**

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

**4A. Explain why civil service classes are not applicable**

**Personal Services Contract Summary**  
**Department of Public Health Community Behavioral Services**  
**Attachment A: Questions 4 A**

**Question 4 A.**

Community based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through this collaboration the City is able to offer higher quality, more accessible mental health and substance abuse treatment services or System of Care to low income, older adults. Community based contractors possess qualifications and community proximity necessary to the highest quality of care: an expertise specific to target populations, the trust of the community, credibility there as well as linkages and resources unavailable to the City. Community based contractors have an intimate knowledge of the needs and problems that prevent older adults from accessing comprehensive, culturally competent care. The linkages and resources are available in the community.

**Additional Attachment(s)**

◇ **Section 5. Additional Information**

**5C. Are there legal mandates requiring the use of contractual services?**

**5D. Are there federal or state grant requirements regarding the use of contractual services?**

**Personal Services Contract Summary**  
**Department of Public Health, Community Behavioral Health Services**  
**Attachment A: Questions 5. C and D**  
**California Welfare and Institutions Code**

**Question 5. C. Legal Requirements Mandating the Use of Contractual Services**

**5000. This part shall be known and cited as the Lanterman-Petris-Short Act (5000-5550).**

**5120.** It is the policy of this state as declared and established in this act and in the Lanterman-Petris-Short Act that the care and treatment of mental patients be provided in the local community. In order to achieve uniform statewide implementation of the policies of this act, it is necessary to establish the statewide policy that, notwithstanding any other provision of law, no city or county shall discriminate in the enactment, enforcement, or administration of any zoning laws, ordinances, or rules and regulations between the use of property for the treatment of general hospital or nursing home patients and the use of property for the psychiatric care and treatment of patients, both inpatient and outpatient.

Health facilities for inpatient and outpatient psychiatric care and treatment shall be permitted in any area zoned for hospitals or nursing homes, or in which hospital and nursing homes are permitted by conditional use permit.

**5600. This part shall be known as cited as the Bronzan-Mccorquodale Act (5600-5772).**

**5600.2** To the extent resources are available, public mental health services in this state should be provided to priority target populations, in systems of care that are client centered, culturally competent and fully accountable and which include the following factors: a. Client Centered Approach. All services and programs designed for persons with mental disabilities should be client centered, in recognition of varying individual goals, diverse needs, concerns, strengths, motivations, and disabilities. Persons with mental disabilities: (4) Should receive treatment and rehabilitation in the most appropriate and least restrictive environment, preferably in their communities

**5652.5** Each county shall utilize available private and private non-profit mental health resources and facilities in the county prior to developing new county operated resources or facilities when these private and private non-profit resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new and private nonprofit resources and facilities. All the available local public or private and private nonprofit facilities shall be utilized before state hospitals are used.

**5653** Optimum use shall be made of appropriate and local public and private organizations, community professional personnel, and state agencies. Optimum use shall also be made of federal, state, county and private funds which may be available for mental health planning. In order that maximum utilization be made of federal and other funds made available to the Department of Rehabilitation, the Department of Rehabilitation may serve as a contractual provider under the provisions of a county plan of vocational rehabilitation services for the mentally disordered.

(cont.)



**Question 5. D Federal or State Requirements Mandating the Use of Contractual Services**

**Mental Health Services Act, Proposition 63**

**5800-5802 Adult and Older Adult Mental Health System of Care Act**

5801. (a) A system of care for adults and older adults with severe mental illness results in the highest benefit to the client, family and community while insuring that the public sector meets its legal responsibility and fiscal liability at the lowest possible cost; (b.) The underlying philosophy for these systems of care include the following: (7) People in local communities are the most knowledgeable regarding their particular environments, issues, service gaps and strengths, and opportunities; (9) For the majority of seriously mentally disordered adults and older adults, treatment is best provided in the client's natural setting in the community. Treatment, case management, and community support services should be designed to prevent inappropriate removal from the natural environment to more restrictive and costly placements.

**5840-5840.2 Prevention and Early Intervention Prevention Programs (Part 3.6 Mental Health Services Act, Proposition 63)**

5840. (a) The State Department of Mental Health, in coordination with counties, shall establish a program designed to prevent mental illness from becoming severe and disabling. The program shall emphasize improving timely access to services for underserved communities. (b) The program shall include the following components: (1) Outreach to families, employers, primary health care providers and others to recognize the early signs of potentially severe and disabling mental illness. (2) Access and linkage to medically necessary care provided by county mental health programs for children with severe mental illness, as defined in Section 5600.3, and for adults and seniors with severe mental illness, as defined in Section 5600.3, as early in the onset of these conditions as practicable.

5840.2 The department shall contract for the provision of services pursuant to this part with each county mental health program in the manner set forth in Section 5897.

5897. (a) Notwithstanding any other provision of state law, the State Department of Health Care Services shall implement the mental health services provided by Part 3 (commencing with Section 5800), Part 3.6 (commencing with Section 5840), and Part 4 (commencing with Section 5850) of this division through contracts with county mental health programs or counties acting jointly. A contract may be exclusive and may be awarded on a geographic basis. As used herein a county mental health program includes a city receiving funds pursuant to Section 5701.5.

**5890. Mental Health Services Fund (Mental Health Services Act, Proposition 63)**

The Mental Health Services Fund is hereby created in the State Treasury. The fund shall be administered by the state. Notwithstanding Section 13340 of the Government Code, all moneys in the fund are, except as provided in subdivision (d) of Section 5892, continuously appropriated, without regard to fiscal years, for the purpose of funding the following programs and other related activities as designated by other provisions of this division;

1. Part 3. (commencing with Section 5800), the Adult and Older Adult System of Care Act
2. Part 3.2 (commencing with Section 5830), Innovative Programs
3. Part 3.6 (commencing with Section 5840), Prevention and Early Intervention Programs
4. Part 4 (commencing with Section 5850), the Children's Mental Health Services Act

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH Dept. Code: DPH

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Capacity Building, Policy and Advocacy for Adolescents and Transitional Age Youth Services

Funding Source: State Mental Health Services Act PSC Duration: 5 years  
PSC Amount: \$840,000 PSC Est. Start Date: 01/01/2014 PSC Est. End Date: 12/31/2018

1. **Description of Work**

A. Scope of Work:

Contractor(s) will provide capacity building, policy and advocacy for adolescents and transitional age youth services (emphasis on treatment of trauma) in San Francisco.

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

Without these services, adolescents and Transitional Age Youth (TAY) will be exposed to the harms (addiction, physical health problems, trauma, post trauma, anxiety, depression and other symptoms) associated with untreated mental health (trauma) and lack of access to youth friendly, culturally competent and comprehensive mental health services. Their mental health and successful treatment requires a multidisciplinary and coordinated mental health system equipped with current evidence-based tools and training. Without these services, economic, social and physical harms may result. Lawsuits and related costs may also occur.

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 funding is available.

2. **Union Notification:** On 12/20/2013, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021, Professional & Tech Engrs, Local 21,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48236 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/17/2014

Civil Service Commission Action:

0063

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

A. Specify required skills and/or expertise:

Contractors must have trained and experienced staff who can provide capacity building, policy and advocacy for adolescents and transitional age youth.

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

2585,2586,2587,2588,2910,2930,2552,2913,2915,2589,2991,2593,

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

Yes, contractors will provide services in licensed and approved facilities which are located in the community, as required by State law.

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

A. Explain why civil service classes are not applicable:

Please see attachment.

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

No, current classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so the City uses contractors to meet as many of the client's needs as possible.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 01/08/2014 BY:

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

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

**Receipt of Union Notification(s)**

◆ **Local 1021**

◆ **Local 21**

**Dang, Leorah**

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**From:** dhr-psccordinator@sfgov.org  
**Sent:** Friday, December 20, 2013 3:50 PM  
**To:** Hale, Jacquie; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org;  
Larry.Bradshaw@seiu1021.org; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org;  
Hale, Jacquie; Isen, Richard; DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48236 - 13/14

RECEIPT for Union Notification for PSC 48236 - 13/14 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 48236 - 13/14 for \$840,000 for Initial Request services for the period 01/01/2014 – 12/31/2018. 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/737> 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

PSC #48236-13/14 Initial

Department of Public Health

For all PSCs if the duration requested is 5 years or more, an explanation is required:

Contractor(s) will provide capacity building and reduce disparities in access to mental health services among Filipino, Southeast Asian (Laotian, Cambodian and Vietnamese) and Samoan populations in San Francisco, with priority given to the South of Market, Tenderloin, Bayview and Visitacion Valley communities. The work will include building the capacity of community based organizations, schools, ethnic specific cultural centers and intervention services, outreach and engagement, mental health promotion activities and psycho-social education, behavioral health screening and assessment, referrals and linkage, and short term therapeutic services.

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**Additional Attachment(s)**

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

**4A. Explain why civil service classes are not applicable**

**Personal Services Contract Summary**  
**Department of Public Health Community Behavioral Services**  
**Attachment A: Questions 4 A**

**Question 4 A.**

Community based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through this collaboration the City is able to offer higher quality, more accessible mental health and substance abuse treatment services or System of Care to adolescents and transitional age youth. Community based contractors possess qualifications and community proximity necessary to the highest quality of care: an expertise specific to target populations, the trust of the community, credibility there as well as linkages and resources unavailable to the City. Community based contractors have an intimate knowledge of the needs and problems that prevent adolescent and TAY from accessing comprehensive, culturally competent care. The linkages and resources are available in the community.

**Additional Attachment(s)**

◇ **Section 5. Additional Information**

**5C. Are there legal mandates requiring the use of contractual services?**

**5D. Are there federal or state grant requirements regarding the use of contractual services?**

**Personal Services Contract Summary**  
**Department of Public Health, Community Behavioral Health Services**  
**Attachment A: Questions 5. C and D**  
**California Welfare and Institutions Code**

**Question 5. C. Legal Requirements Mandating the Use of Contractual Services**

**5000. This part shall be known and cited as the Lanterman-Petris-Short Act (5000-5550).**

**5120.** It is the policy of this state as declared and established in this act and in the Lanterman-Petris-Short Act that the care and treatment of mental patients be provided in the local community. In order to achieve uniform statewide implementation of the policies of this act, it is necessary to establish the statewide policy that, notwithstanding any other provision of law, no city or county shall discriminate in the enactment, enforcement, or administration of any zoning laws, ordinances, or rules and regulations between the use of property for the treatment of general hospital or nursing home patients and the use of property for the psychiatric care and treatment of patients, both inpatient and outpatient.

Health facilities for inpatient and outpatient psychiatric care and treatment shall be permitted in any area zoned for hospitals or nursing homes, or in which hospital and nursing homes are permitted by conditional use permit.

**5600. This part shall be known as cited as the Bronzan-Mccorquodale Act (5600-5772).**

**5600.2** To the extent resources are available, public mental health services in this state should be provided to priority target populations, in systems of care that are client centered, culturally competent and fully accountable and which include the following factors: a. Client Centered Approach. All services and programs designed for persons with mental disabilities should be client centered, in recognition of varying individual goals, diverse needs, concerns, strengths, motivations, and disabilities. Persons with mental disabilities: (4) Should receive treatment and rehabilitation in the most appropriate and least restrictive environment, preferably in their communities

**5652.5** Each county shall utilize available private and private non-profit mental health resources and facilities in the county prior to developing new county operated resources or facilities when these private and private non-profit resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new and private nonprofit resources and facilities. All the available local public or private and private nonprofit facilities shall be utilized before state hospitals are used.

**5653** Optimum use shall be made of appropriate and local public and private organizations, community professional personnel, and state agencies. Optimum use shall also be made of federal, state, county and private funds which may be available for mental health planning. In order that maximum utilization be made of federal and other funds made available to the Department of Rehabilitation, the Department of Rehabilitation may serve as a contractual provider under the provisions of a county plan of vocational rehabilitation services for the mentally disordered.

(cont.)

**Question 5. D Federal or State Requirements Mandating the Use of Contractual Services**

**Mental Health Services Act, Proposition 63**

**5800-5802 Adult and Older Adult Mental Health System of Care Act**

5801. (a) A system of care for adults and older adults with severe mental illness results in the highest benefit to the client, family and community while insuring that the public sector meets its legal responsibility and fiscal liability at the lowest possible cost; (b.) The underlying philosophy for these systems of care include the following: (7) People in local communities are the most knowledgeable regarding their particular environments, issues, service gaps and strengths, and opportunities; (9) For the majority of seriously mentally disordered adults and older adults, treatment is best provided in the client's natural setting in the community. Treatment, case management, and community support services should be designed to prevent inappropriate removal from the natural environment to more restrictive and costly placements.

**5840-5840.2 Prevention and Early Intervention Prevention Programs (Part 3.6 Mental Health Services Act, Proposition 63)**

5840. (a) The State Department of Mental Health, in coordination with counties, shall establish a program designed to prevent mental illness from becoming severe and disabling. The program shall emphasize improving timely access to services for underserved communities. (b) The program shall include the following components: (1) Outreach to families, employers, primary health care providers and others to recognize the early signs of potentially severe and disabling mental illness. (2) Access and linkage to medically necessary care provided by county mental health programs for children with severe mental illness, as defined in Section 5600.3, and for adults and seniors with severe mental illness, as defined in Section 5600.3, as early in the onset of these conditions as practicable.

5840.2 The department shall contract for the provision of services pursuant to this part with each county mental health program in the manner set forth in Section 5897.

5897. (a) Notwithstanding any other provision of state law, the State Department of Health Care Services shall implement the mental health services provided by Part 3 (commencing with Section 5800), Part 3.6 (commencing with Section 5840), and Part 4 (commencing with Section 5850) of this division through contracts with county mental health programs or counties acting jointly. A contract may be exclusive and may be awarded on a geographic basis. As used herein a county mental health program includes a city receiving funds pursuant to Section 5701.5.

**5890. Mental Health Services Fund (Mental Health Services Act, Proposition 63)**

The Mental Health Services Fund is hereby created in the State Treasury. The fund shall be administered by the state. Notwithstanding Section 13340 of the Government Code, all moneys in the fund are, except as provided in subdivision (d) of Section 5892, continuously appropriated, without regard to fiscal years, for the purpose of funding the following programs and other related activities as designated by other provisions of this division;

1. Part 3. (commencing with Section 5800), the Adult and Older Adult System of Care Act
2. Part 3.2 (commencing with Section 5830), Innovative Programs
3. Part 3.6 (commencing with Section 5840), Prevention and Early Intervention Programs
4. Part 4 (commencing with Section 5850), the Children's Mental Health Services Act

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON Dept. Code: CON

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

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

Type of Service: City Services Auditor Consulting Services

Funding Source: Annual Appropriation PSC Duration: 5 years
PSC Amount: \$5,000,000 PSC Est. Start Date: 03/01/2014 PSC Est. End Date: 02/28/2019

1. Description of Work

A. Scope of Work:

Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.

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

Proposition C, passed by the City's voters in November 2003, amending City Charter Section 3.105 to instruct the Controller to also serve as the City Services Auditor. Per Section F1 (112) of Appendix F, "the Controller shall be authorized to contract with outside, independent experts to assist in performing the requirements of this Appendix. In doing so, the Controller shall make good faith efforts as defined in Chapter 12D of the Administrative Code to comply with the provisions of Chapter 12 et seq. of the Administrative Code, but shall not be subject to the approval processes of other City Agencies."

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.

These services were provided through:
PSC#4073-05/06 approved on 2/6/06 and amended on 4/16/07 and on 7/6/09.
PSC#4042-11/12 approved on 10/17/11 and amended on 6/12/13.

D. Will the contract(s) be renewed? Contracts are not intended to be ongoing or long-term

2. Union Notification: On 01/02/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Municipal Executive Association,

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42855 - 13/14

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 03/17/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractors must have successfully performed at least two or more projects in a specified service area/type for a complex governmental organization or related enterprise and demonstrate expertise through firm and staff qualifications, project plans and approaches, and client references. Such services may include: financial, performance, and management auditing services; organizational and programmatic assessment and technical assistance services; establishing and implementing comparative jurisdictional performance

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

0923,0922,0931,0933,1684,1686,1805,1830,1823,1824,1825,

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:

Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance.

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

No. These services are short-term, intermittent, and specialized in nature.

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? Yes, in some instances

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/21/2014 BY:

Name: Mary Hom Phone: 415-554-7536 Email: mary.hom@sfgov.org

Address: City Hall 306 San Francisco, CA



**Receipt of Union Notification(s)**

◆ MEA

◆ Local 21

**From:** Hom, Mary  
**To:** [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net); [tiya.thlang@seiu1021.org](mailto:tiya.thlang@seiu1021.org); [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org)  
**Cc:** [DHR-PSCCoordinator\\_DHR](mailto:DHR-PSCCoordinator_DHR)  
**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 42855 - 13/14  
**Date:** Thursday, January 02, 2014 12:27:00 PM

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Hello 1021,

Please ignore this PSC submission as 1021 classifications are not affected by this PSC.

There is a system glitch in the PSC system which triggered this notification to 1021. DHR is looking into resolving this problem.

Mary Hom  
Office of the Controller  
City and County of San Francisco  
(415) 554-7536  
[mary.hom@sfgov.org](mailto:mary.hom@sfgov.org)

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

From: [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [<mailto:dhr-psccordinator@sfgov.org>]  
Sent: Thursday, January 02, 2014 12:23 PM  
To: Hom, Mary; [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net); [tiya.thlang@seiu1021.org](mailto:tiya.thlang@seiu1021.org); [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org); [camaguey@sfmea.com](mailto:camaguey@sfmea.com); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [camaguey@sfmea.com](mailto:camaguey@sfmea.com); [staff@sfmea.com](mailto:staff@sfmea.com); Hom, Mary; Isen, Richard; DHR-PSCCoordinator, DHR  
Subject: Receipt of Notice for new PCS over \$100K PSC # 42855 - 13/14

RECEIPT for Union Notification for PSC 42855 - 13/14 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 42855 - 13/14 for \$5,000,000 for Initial Request services for the period 03/01/2013 - 02/28/2018. 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/1034> 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

PSC #42855-13/14 Initial

Controller's Department

For all PSCs if the duration requested is 5 years or more, an explanation is required:

The Controller's Office is mandated to increase the production of independent management and performance audits and performance reviews, review street and park maintenance standards, review citywide standards for contracting processes, and administer a whistleblower hotline and website for employee and citizen complaints (City Charter Appendix F: Authority and Duties of City Services Auditor).

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**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

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

through the whistleblower/complaint hotline and website and the Controller's disposition of those complaints; and

(4) Where it deems appropriate, hold public hearings regarding the results of benchmark studies and audits to encourage the adoption of "best practices" consistent with the conclusions of the studies and audits. An audio or video recording of such hearings shall be made available for public inspection free of charge.

(Added November 2003)

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### **F1.112. OUTSIDE EXPERTS.**

(a) Notwithstanding any other provision of this Charter or any ordinance or regulation of the City and County of San Francisco, the Controller shall be authorized to contract with outside, independent experts to assist in performing the requirements of this Appendix. In doing so, the Controller shall make good faith efforts as defined in Chapter 12D of the Administrative Code to comply with the provisions of Chapters 12 et seq. of the Administrative Code, but shall not be subject to the approval processes of other City agencies. The Controller shall submit an annual report to the Board of Supervisors summarizing any contracts issued pursuant to this Section and discussing the Controller's compliance with Chapters 12 et seq. Contracts issued by the Controller pursuant to this Section shall be subject, where applicable, to the requirements of Section 9.118.

(b) No outside expert or firm shall be eligible to participate or assist in an audit or investigation of any issue, matter, or question as to which that expert or firm has previously rendered compensated advice or services to any individual, corporation or City department other than the Controller. The Controller shall adopt appropriate written regulations implementing this provision, and shall incorporate this requirement in all written contracts with outside experts and firms utilized pursuant to this Section.

(Added November 2003)

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### **F1.113. CONTROLLER'S AUDIT FUND.**

Notwithstanding any other provision of this Charter, the Mayor and Board of Supervisors shall be required to budget an amount equal to at least two-tenths of one percent (0.2%) of the City's overall budget, apportioned by fund and excluding bond related debt, to implement this provision. This amount shall be referred to as the Controller's Audit Fund, and shall be used exclusively to implement the duties and requirements of this Appendix, and shall not be used to displace funding for the non-audit related functions of the Controller's Office existing prior to the date this provision is enacted. If the funds are not expended or encumbered by the end of the fiscal year, the balance in the fund shall revert to the General Fund or the enterprise funds where it originated.

(Added November 2003)

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### **F1.114. OPERATIVE DATE; SEVERABILITY.**

(a) This charter amendment shall be operative on July 1, 2004. This amendment shall not affect the term or tenure of the incumbent Controller.

(b) If any section, subsection, provision or part of this charter amendment or its application to any person or circumstances is held to be unconstitutional or invalid, the remainder of the amendment, and the application of such provision to other persons or circumstances, shall not be affected.

**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 # 4073-05/06

PSC # 4042-11/12

*prior initial  
4073-05/6*

**Civil Service Commission**

LISTEN  
TEXT ONLY  
PRINT  
A  
A  
A

**February 06, 2006 Regular Meeting**

**MINUTES**

**Regular Meeting  
February 6, 2006**

**2:00 p.m.  
ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place**

<b>CALL TO ORDER</b>	
2:05 p.m.	
<b>ROLL CALL</b>	
President Linda F. Richardson	Present
Vice President Thomas T. Ng	Present
Commissioner Alicia D. Becerril	Present
Commissioner Donald A. Casper	Present
Commissioner Morgan R. Gorrone	Present
President Linda F. Richardson presided.	
<b>PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA</b>	
None.	
<b>APPROVAL OF MINUTES</b>	
Regular Meeting of January 17, 2006	
<b>Action:</b>	Approve. (Vote of 5 to 0)

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Special Meeting of January 23, 2006	
<b>Action:</b>	Approve. (Vote of 5 to 0)
<b>ANNOUNCEMENTS</b>	
Due to the President's Day Holiday the second meeting in February will be held on Tuesday, February 21, 2006 at 10:00 a.m. in Room 416 City Hall.	

**0058-06-8 Review of request for approval of proposed personal services contracts. (Item No. 5)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4072-05/06	Controller	\$1,000,000	Will perform a comprehensive transit service planning analysis for the San Francisco Metropolitan Transportation Authority to develop recommendations to increase service efficiency and effectiveness.	Regular	01/31/08
4073-05/06	Controller	\$1,500,000	Will perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function.	Regular	02/15/08
4074-05/06	Controller	\$1,500,000	Will perform implementation consulting and training services associated with the City's purchase of a new budget and performance management system to improve its budget process management, reporting and analysis, and performance measurements.	Regular	03/31/08
4075-05/06	Public Works	\$900,000	Will perform highly specialized electrical engineering tasks that include constructability analysis, reliability studies, field inspection, peer review, reports, and consultation for various types of public works projects.	Regular	01/31/09
<b>4045-02/03</b>	Public Utilities Commission (Hetch Hetchy & Bureaus)	Increase Amount \$750,000 New Amount \$1,300,000	Will provide planning, design, and construction support for an upgraded combined microwave and fiber optic communication system and to add sites to the network.	Regular	12/31/08

**Speakers:**  
 Monique Zmuda, Office of the Controller spoke on PSC #4073-05/06.  
 Pansy Lam, Department of Public Works spoke on PSC #4075-05/06.  
 Yolanda Quisao, Jack Lim and Harlan Kelly, Public Utilities Commission spoke on PSC #4045-02/03.

**Action:** Adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser. (Vote of 5 to 0)

**0685-05-8 Review of request for approval of proposed personal services contracts. (Item No. 6)**

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PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4059-05/06	Public Works	\$450,000	Will provide administrative and payroll services for the Department of Public Works' (DPW) Project Pull Program (Summer Youth Employment), which includes recruiting San Francisco high school students to participate in the program.	Regular	03/01/09
	December 5, 2005 :	Postpone to the meeting of January 3, 2006 .			
	January 3, 2006 :	Postpone to the meeting of January 17, 2006 at the request of staff.			
	January 17, 2006 :	Postpone to the meeting of February 6, 2006 at the request of the Department of Public Works.			
	<b>Speakers:</b>	Harlan Kelly, Public Utilities Commission representing the Department of Public Works.			
	<b>Action:</b>	Adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser. (Vote of 5 to 0)			

<b>0723-05-2</b>	<b>Appeal by Jonathan Meade (Local 790) of the amendment to the H - 3 EMT/Paramedic/ Firefighter classification. (Item No. 7)</b>				
	<b>Speakers:</b>	Elizabeth Jacobi, Department of Human Resources Chief Joanne Hayes-White, San Francisco Fire Department Vincent Harrington, Attorney, SEIU Local 790 Jonathan Meade, Appellant Ed Warshauer, SEIU Local 790 Larry Bradshaw, H - 1 Paramedic Lorrie Beth Slonsky, Retired H - 1 Paramedic/Editor Gurney Gazette Debbie Tanis, H - 1 Paramedic Alice Villagomez, Department of Human Resources EMS Chief Glenn Ortiz-Schuldt, San Francisco Fire Department Tom O'Connor, Firefighters Local 798			
	<b>Action:</b>	Adopt the report. Sustain the decision of the Human Resources Director. Deny the appeal by Jonathan Meade (Local 790). The Department of Human Resources will submit semi-annual reports to the Commission. (Vote of 5 to 0)			

**0550-03-7 Determination of future employability: dismissal of permanent civil service appointment of Gregory Miller, IS Operator Analyst (Job Code 1004) Department of Public Health. (Item No. 8)**

**Speakers:** James Peavey, Department of Public Health

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Janet Rogers, Department of Human Resources

**Action:** Cancel any current examination and eligibility status; Future employment subject to the review and approval of the Human Resources Director after satisfactory completion of two (2) years work experience outside the City and County service; Must participate in an appropriate substance abuse program and receive a release to work from a Department of Human Resources (DHR) designated professional in substance abuse. (Vote of 5 to 0) Mr. Miller failed to appear.

<b>0581-05-5</b>	<b>Civil Service Reform - Position-Based Testing: Proposed amendments to Civil Service Commission Rules to implement an expedited examination, selection and appointment process – including referral and certification rules; to provide a permanent civil service eligible list within 60 days from the posting of a job announcement; and, to establish expedited appeal and hearing procedures. (Item No. 9)</b>	
	October 3, 2005 :	Directed the Executive Officer, Civil Service Commission to schedule a Special Meeting on the proposed rules for public discussion.
	October 14, 2005 :	Post proposed amendments to Civil Service Commission Rules on Position-Based Testing at the Regular Meeting of the Civil Service Commission on Monday, October 17, 2005 .
	October 17, 2005 :	Post proposed amendments; incorporate changes made on October 17, 2005 to Civil Service Commission Rules on Position-Based Testing.
	December 5, 2005 :	The Commission voted not to disclose any or all discussions held in closed session.
	December 19, 2005 :	No action taken.
	January 3, 2006 :	Provide a progress report at the January 17, 2006 meeting; No action taken.
	January 17, 2006 :	No action taken.
	January 23, 2006 :	No action taken.

	Vote on whether to confer with the Labor Negotiator pursuant to San Francisco Administrative Code Section 67.10(e); California Government Code Section 54957.6. (ACTION ITEM)	
	A)	CONFERENCE WITH LABOR NEGOTIATOR (DISCUSSION AND POSSIBLE ACTION ITEM) San Francisco Administrative Code Section 67.10(e); California Government Code Section 54957.6 Commission Negotiator: Philip Ginsburg, Human Resources Director/Designee Organization: Organizations Representing Miscellaneous Employees Anticipated issue under negotiation: Position Based Testing Rule posted on October 21, 2005
	<b>Action:</b>	<b>The Commission voted not to hold a closed session. (Vote of 5 to 0)</b>

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		<b>Speakers:</b>	<p><b>Philip Ginsburg</b>, Human Resources Director laid out the goals of the Department of Human Resources in fulfilling the Mayor's directive to streamline the hiring process within the City and County of San Francisco .</p> <p><b>Kate Favetti</b>, Executive Officer gave some historical background on the role of the Commission in regards to the Rules governing the merit system.</p> <p><b>Richard Rothman</b>, SEIU Local 790 stated that he is opposed to Position Based Testing.</p> <p><b>Sin Yee Poon</b>, SEIU Local 790 stated that Position Based Testing is not the way to improve the civil service system; it is an attack on merit hiring.</p> <p><b>Vitus Leung</b>, IFPTE Local 21 stated that some of the Local 21 members has been under Position Based Testing for over a year with no adverse affect. He spoke of the merging of lists and felt it should be looked at by the Commission.</p> <p><b>Sally Buchman</b>, SEIU Local 790 asked the Commission to consider the fact that this will be getting rid of Rule of Three scores which is very important for their members to be considered. She is also concerned about the limited appeal rights.</p> <p><b>Rodney Blalock</b>, 2708 Custodian with the Municipal Transportation Agency. He feels the more the Human Resources Director alters the civil service rules, the more the management will get away with.</p> <p><b>Sylvia Alvarez-Lynch</b>, SEIU Local 790 stated she is alarmed at the power given to the Human Resources Director. We need to go back to the spirit of civil service and provide a level playing field to all.</p> <p><b>Margo Reed</b>, SEIU Local 790 stated that Position Based Testing is not an ideal situation for the Recreation and Parks Department.</p> <p><b>Roger Barella</b>, SEIU Local 535 questioned what the Commission is thinking to allow the idea of Position Based Testing. If anyone is responsible for the merit system not working, it's the administration that allowed the "provisional monster" to emerge. Local 535 detests that this is even before the Commission. If this proposal passes, there is nothing for the Commission to do. He strongly urged a nay vote.</p>
			<p><b>Joseph Tanner</b> questioned the motives of the Human Resources Director and stated that many have seniority who are capable and love being a civil servant. He urged the Commission to stand firm and reject this proposal.</p> <p><b>Larry Griffin</b>, SEIU Local 790 stated that if the Department of Human Resources enforced the rules we have now, there would be no need for Position Based Testing.</p> <p><b>Linda Jang</b>, recent Public Utilities Commission employee who was hired as a non-civil service employee. She stated that the point is</p>

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		<p>not to change the rules to allow the managers and politicians to give the jobs and promotions to their friends, family members, campaign manager's son or cronies. The civil service reform as proposed, eliminates fairness in hiring practices and return the corrupt hiring system of the old days. The playing field will not be level for everyone in our diverse City.</p>
		<p><b>Alfred Chow</b>, Custodian at the San Francisco International Airport .</p>
		<p><b>Faye Rowe</b>, SEIU Local 790 asked the Commission to direct the Human Resources Director to come back to the table for further clarity.</p>
		<p><b>Ed Kinchley</b>, SEIU Local 790 stated that the merit system was set up so you would not have a system where a Human Resources Director who serves at the will of the Mayor can determine the hiring process. We're talking about a system designed to get around the merit system where the Mayor can have undue influence in the hiring process. This takes away the reason for the Civil Service Commission and makes the merit system worthless. He urged the Commissioners to consider the integrity of the Commission on which they serve.</p>
		<p><b>Pat Sam</b>, Municipal Transportation Agency Revenue Collections stated that in her department is the brother of one of the principal supervisors who was not qualified. Now he is permanent. She inquired why Human Resources would allow relatives to work in the same department in such a sensitive area as finance.</p>
		<p><b>Alex Ramirez</b>, Municipal Transportation Agency Revenue Collections also inquired about what happened with Proposition E? He requested that an investigation be done in the department.</p>
		<p><b>LaWanna Preston</b>, SEIU Local 790 stated that this is not about an individual but about how the system works. It is one thing to STATE what your intent is but it's another thing to put it in writing. The Power-point presentation states the intent but it is not spelled out in the rule. If the Commission believes that the purpose of Position Based Testing is to do away with provisional hiring, she strongly encouraged them to put it in writing.</p>
		<p><b>Garland Simpson</b>, stated that he is appalled that the Commission would even give a voice to the proposal on Position Based Testing.</p>
		<p><b>Bob English</b>, elaborated on the statements of the previous speaker by stating that the Civil Service Commission is supposed to be the protector and preserver of the merit system over time, over generations and through various administrations. You are its guardian. What you have before you is the destruction and demise of civil service as we know it.</p>
		<p><b>Frank Martin del Campo</b>, SEIU Local 790 spoke as a representative of the forgotten as-needed workers.</p>
		<p><b>Audrey Lam</b> stated that she has been working at the Department of Public Works Building Repair since 1994 as an as-needed employee. She hopes that when there are openings for permanent positions, the as-needed employees will be considered first.</p>

<p><b>Wei Hou Wos</b> has worked for the Department of Human Resources since 1999 in an as-needed position.</p>
<p><b>Winnie Wee</b>, an as-needed Department of Public Works employee since 1997.</p>
<p><b>Esther Reyes Ramada</b> stated that something is wrong in the system and that is provisional hiring. It's not so much the right to appeal as having a system of checks and balances because there is abuse in the system.</p>
<p><b>Lee Quan Tam</b>, Custodian since 1999 and is still an as-needed employee. He has been laid off several times after reaching 1040 hours and then rehired.</p>
<p><b>Donald Wei</b>, Custodian since 2001 at the Department of Public Works.</p>
<p><b>Joyce Yan</b>, Custodian for six years at the Department of Public Works.</p>
<p><b>Shirley Yu</b>, as-needed Custodian since 2001 at the Department of Public Works.</p>
<p><b>Cindy Wong</b>, part-time since 2001 at the Department of Public Works.</p>
<p><b>Sharon Sen</b>, as-needed Custodian for more than six years at the Department of Public Works with no benefits.</p>
<p><b>Steven Wong</b>, Custodian for four years at the Department of Public Works with no benefits. It is not fair.</p>
<p><b>William Gong</b>, as-needed since 2000 at the Department of Public Works</p>
<p><b>Lu Li Fung</b>, as-needed Custodian since 2000 at the Department of Public Works. Laid off in 2003 and told no budget but some with less seniority continued to work. Hurt her foot and could not work so she was taken off the list.</p>
<p><b>Amy Poon</b>, six years as-needed with no benefits at the Department of Public Works. She needs a permanent job.</p>
<p><b>Susie Lee</b> at the Department of Public Works since 2000. She was told not to work her 1040 hours and she will not get any benefits. When openings come up, management should hire from within but they choose people from the outside.</p>
<p><b>Ernesto Togete</b>, Department of Public Works employee since 1995 as an as-needed employee.</p>
<p><b>Janice Wong</b>, Custodian at the Department of Public Works since 1999. She would like to take a test that is fair.</p>
<p><b>Sean McGrew</b>, third generation City worker spoke to what he considers the abuse of the system. He is fearful both for himself and the public of a system that promotes Rule of the List. It is a return to cronyism and the abuse of the system that spun civil service. Why do we want to go backwards?</p>
<p><b>Ed Warshauer</b>, SEIU Local 790 spoke to clarify some of the points</p>

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		made by the as-needed custodial employees who are allowed to work 1040 hours. The problem is that the rules you propose do not fix that problem.
		<b>Ann Ling</b> stated that they are tired of the favoritism in hiring and assignments. There is no respect for diversity in hiring. Many relatives of certain favorite groups are hired. The people who are doing the hiring do not need any more flexibility. They need checks and balances. They need to be required to base hiring on merit and objective criteria and not use the opportunity to bring in their relatives and friends.
		<b>Denise Cannonier-Craig</b> , Department of Human Resources
	<b>Action:</b>	Continue the matter to February 10, 2006 at a special meeting, with recommended changes to language 1) on merging eligible lists to add an appeal to the Civil Service Commission if the HRD merges eligible lists of different classes; and 2) agreement required to utilize a certification rule beyond the Rule of Three Scores except for classes covered under Rule 113, Article III. (Vote of 5 to 0)
<b>0656-05-5</b>	<b>Draft proposed amendments to existing Civil Service Commission Rules affecting Miscellaneous employees and Service Critical classes at the Municipal Transportation Agency, specifically Rules 110 and 410 – Examination Announcements and Applicants – to address non-contemporaneous documentation and credit for Out-of-Class assignments as qualifying experience for examinations. (Item No. 10)</b>	
	November 21, 2005 :	Postpone to the meeting of January 17, 2006.
	January 17, 2006 :	Postpone to the meeting of February 6, 2006 after 5:00 p.m. in response to request from affected employees.
	<b>Speakers:</b>	Sylvia Alvarez-Lynch, SEIU Local 790
	<b>Action:</b>	Postpone to the meeting of February 21, 2006 for posting. (Vote of 5 to 0)

**HUMAN RESOURCES DIRECTOR'S ANNOUNCEMENTS**

**General Update of the Department of Human Resources Activities and Issues. (Item No. 11)**

No updates.

**EXECUTIVE OFFICER'S REPORT**

**0737-05-1 Update on FY 2006-07 Civil Service Commission Budget Request. (Item No. 12)**

January 3, 2006 : Accept report. Direct Commission staff to prepare Fiscal Year 2006-07 Budget Request at current service and staffing levels, to continue to negotiate amounts, present draft Budget Request at the

		Commission Meeting of February 6, 2006, incorporate changes made by the Commission up to February 17, 2006, approve to submit the Fiscal Year 2006-07 Budget Request to the Mayor and the Controller by February 21, 2006.
	<b>Speakers:</b>	Kate Favetti, Executive Officer
	<b>Action:</b>	Direct Commission staff to continue to negotiate amounts, finalize the Fiscal Year 2006-07 Budget Request, incorporate changes, approve to submit the Fiscal Year 2006-07 Budget Request to the Mayor and the Controller by February 21, 2006. (Vote of 5 to 0)

**REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION**

None.

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS**

- (1) The Executive Officer announced that the Ethics Commission will have a hearing on Statements of Incompatible Activities on February 13, 2006.
- (2) Commissioner Morgan R. Gorrone expressed concern about a report where the grids are up-side down and very difficult to read.
- (3) Commissioner Donald Casper requested, if feasible, that staff perform an Inspection Service on the use of as-needed custodial employees at the Department of Public Works.

**ADJOURNMENT**

8:15 p.m.

Adjourn meeting in memory of Stephen Legnitto, Director, Real Estate Department.



prior Mecl #1  
4073-05/06

## MINUTES

Regular Meeting  
April 16, 2007

2:00 p.m.  
ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place

### CALL TO ORDER

2:01 p.m.

### ROLL CALL

President Thomas T. Ng	Present
Vice President, Alicia D. Becerril	Not Present
Commissioner Donald A. Casper	Present
Commissioner Morgan R. Gorrone	Present
Commissioner Yu-Yee Wu	Present

President Thomas Ng presided.

### PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

Ed Warshauer, SEIU Local 1021 indicated he wished to speak on Item #7.  
Michael Seville, IFPTE Local 21 wished to sever PSC #4144-06/07.  
Steve Ponder stated that he and Rich David were available to discuss Item #7.

### APPROVAL OF MINUTES

Regular Meeting of April 2, 2007

**Action:** Approve. (Vote of 4 to 0)

0266-07-8

Review of request for approval of proposed personal services contracts.  
(Item No. 5)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4141-06/07	Environment	\$120,000	Will provide conversions of hybrid electric vehicle to plug-in hybrid electric vehicle with advanced lithium batteries. This is highly specialized work done by only a few companies that are developing the technology.	Regular	03/31/08
4142-06/07	Airport	\$875,000	Will provide international aviation strategy and consultation services to various governmental agencies. Assist in various bilateral aviation negotiations; provide access to and contacts in a multitude of domestic and international carriers.	Regular	06/30/14
4143-06/07	Municipal Transportation Agency	\$9,650,000	Will provide procurement and remanufacturing of MTA streetcars. The Contractor shall supply all labor, inspections, engineering, tools, materials, parts, facilities, and equipment required to remanufacture the PCC.	Regular	06/30/10
4144-06/07	Public Utilities Commission	\$1,918,900	Will provide software development services to allow the City to successfully transition Scheduling Coordinator and Meter Data Management Agent duties away from PG&E.	Regular	03/31/11
4145-06/07	Public Utilities Commission	\$100,000	Will provide investment banking services for clean renewable energy bonds.	Regular	01/31/08
4043-04/05	Recreation & Parks	Increase Amount \$500,000 New Amount \$800,000	Will provide environmental analysis services to complete the environmental analyses for the Natural Area Program Management Plan and to satisfy the requirements of CEQA guidelines, NEPA, and City, State and Federal regulations.	Regular	05/15/09
4067-06/07	Public Utilities Commission	Increase Amount \$100,000 New Amount \$245,000	Will provide litigation support services – provide the technical expertise and project history regarding a SFPUC project involved in a lawsuit and assist the City Attorney's office in the current lawsuit.	Regular	03/31/08
4073-05/06	Controller	Increase Amount \$3,000,000 New Amount \$4,500,000	Will perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function.	Regular	02/01/10
4086-05/06	Public Health	Increase Amount \$5,300,000 New Amount \$8,700,000	Will provide highly specialized medical and surgical subspecialty services to medically indigent adults as well as clients under the San Francisco County Medical Assistance Program, the San Francisco County Jail and the In-Home Support Service Plan.	Regular	06/30/09

**Speakers:**

Galen Leung and Jeff Hoglind, Airport Commission spoke on PSC #4142-06/07.

Louis Maffei, Municipal Transportation Agency spoke on PSC #4143-06/07.

Esther Reyes, Controller's Office spoke on PSC #4073-05/06.

Sean McFadden, Recreation & Parks spoke on PSC #4043-04/05.

Jacquie Hale, Department of Public Health spoke on PSC #4086-04/05.

Pauson Yun and Pamela Husing, Public Utilities Commission and Michael Seville, IFPTE Local 21 spoke on PSC #4144-06/07.

0266-07-8 (continued)

**Action:** Adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

**0038-07-7** **Determination of future employability: permanent civil service appointment of Mohamad Amlashi, IS Engineer - Senior (Job Code 1043) Department of Public Works. (Item No. 6)**

**Speakers:** None.

**Action:** Postpone to the meeting of May 7, 2007 at the request of the Department of Public Works. (Vote of 4 to 0)

**0267-07-3** **Salary Survey for Registered Nurse Classifications (Charter Section A8.403), 2007-2008. (Item No. 7)**

**Speakers:** Steve Ponder, Department of Human Resources  
Rich David, Department of Human Resources  
Ed Warshauer, SEIU  
Susanne Paradis, SEIU

**Action:** Adopt report; Certify to the Board of Supervisors for the Acute Care Nursing Classifications the highest prevailing salary schedules in the six Bay Area Counties (Public & Private) in effect on April 15, 2007; including the renegotiated rates for Stanford Hospital as of April 1, 2007. (Vote of 4 to 0)

**0262-07-4** **Appeal by Amihan Makayan of the Position-Based Testing job announcement for 0922 Manager I – Manager, Transactions Unit (PBT-0922-53370). (Item No. 8)**

**Speakers:** Jennifer Johnston, Department of Human Resources  
Michael Seville, IFPTE Local 21

**Action:** Close the appeal; IFPTE Local 21 to re-file within 30 days to reflect the accurate reason for the appeal; Retain the original filing date of April 4, 2007. (Vote of 4 to 0)

**0835-06-6** **Appeal by Linda Migliore of the Human Resources Director's finding of insufficient evidence to sustain the charge of discrimination. (Item No. 9)**

**March 19, 2007:** Postpone to the meeting of April 16, 2007 at the request of Matthew Ming, Attorney.

**Speakers:** None.

**Action:** Postpone to the meeting of May 21, 2007 at the request of Matthew Ming, Attorney. The Commission stipulated this will be the last postponement granted. (Vote of 4 to 0)

**0822-06-6 Appeal by Alfred Yee-Pun Lam of the Human Resources Director's decision to deny complaint of discrimination. (Item No. 10)**

March 19, 2007: Postpone to the meeting of April 16, 2007 at the request of Alfred Lam.

**Speakers:** Linda Simon, Department of Human Resources  
Diana Garcia, Department of Human Resources  
Alfred Yee-Pun Lam, Appellant  
Dennis Doyle, Juvenile Probation  
Tim Diestel, Juvenile Probation  
Barry Biderman, Juvenile Probation  
John Radogno, Juvenile Probation

**Action:** Adopt the report. Sustain the decision of the Human Resources Director; deny the appeal by Alfred Yee-Pun Lam.  
(Vote of 4 to 0)

**0756-06-4 Appeal by Richard Rothman of the 1816 Actuarial Services Coordinator Class Specification as revised by the San Francisco Employees' Retirement System/Retirement Board. (Item No. 11)**

April 2, 2007: Postpone to the meeting of April 16, 2007 after 5:00 p.m. at the request of Richard Rothman.

**Speakers:** Clare Murphy, Director Retirement System  
Richard Rothman, Appellant  
Herb Meiberger, Commissioner, Retirement Board (speaking as an individual)  
Sylvia Alvarez-Lynch, Municipal Transportation Agency  
Kim Waldron, IFPTE Local 21  
Linda Jang, Retired  
Lois Black, Retirement System

**Action:** Revise the 1816 Class specification to add "Under general direction of the Retirement Board"; Adopt remainder of classification specification as posted. (Vote of 4 to 0)

**HUMAN RESOURCES DIRECTOR'S ANNOUNCEMENTS**

No updates. (Item No. 12)

**EXECUTIVE OFFICER'S REPORT**

**0842-06-1 Final Report on the Implementation of Proposition C – Amendment to Charter Section A8.409-1 – Salary of Elected Officials. (Item No. 13)**

January 2, 2007: Accept the report.

February 5, 2007: Postpone to the meeting of February 20, 2007.

February 20, 2007: Postpone to the meeting of March 5, 2007.

March 5, 2007: Accept the report.

April 2, 2007: Accept the report.

Speakers: Sandra Eng, Civil Service Commission

**Action:** Accept the report; Certify the salary and benefits of elected officials in accordance with Charter Section A8.409-1 no later than May 7, 2007. (Vote of 4 to 0)

**0268-07-1 Fiscal Year 2006 - 07 Goals and Objectives as of March 31, 2007. (Item No. 14)**

Speakers: Kate Favetti, Executive Officer

**Action:** Accept the report. (Vote of 4 to 0)

**0273-07-5 For Immediate Response: Proposed Amendments to the City Charter to add Section 4.101.5 to limit hold-over service by members of the City boards and commissions whose terms have expired. (BOS File No. 070270) (Item No. 15)**

Speakers: Kate Favetti, Executive Officer

**Action:** Directed Executive Officer to submit the following language: "Appointments shall be made to any open seat on any commission within sixty days." (Vote of 4 to 0)

**0841-06-1 Filling the vacancy of the position of Human Resources Director – Personnel Matter. (Item No. 16)**

A) Public Comment on all matters pertaining to the Agenda item and the potential closed session. None.

B) Vote on whether to hold closed session pursuant to San Francisco Administrative Code Section 67.10 (b) and California Government Code Section 54957 (b) (1) - Public Employee Appointment – Human Resources Director. **(Action Item)**  
The Commission voted to hold a closed session. (Vote of 4 to 0)

0841-06-1 (continued)

**Closed session convened at 6:55 p.m. with the following present:**

President Thomas Ng  
Commissioner Donald Casper  
Commissioner Morgan Gorrano  
Commissioner Yu-Yee Wu  
Kate Favetti, Executive Officer  
Sandra Eng, Civil Service Commission  
Gloria Sheppard, Civil Service Commission

- 1) PERSONNEL MATTER - Public Employee Appointment – Human Resources Director (Discussion and Possible Action Item)  
California Government Code Section 54957 (b) (1) and San Francisco Administrative Code Section 67.10 (b)  
**Closed session ended at 7:10 p.m.**

**C) Reconvened in open session at 7:10 p.m.:**

- 1) Vote to elect whether to disclose any or all discussions held in closed session. (San Francisco Administrative Code Section 67.12(a). (Action Item)
- 2) Disclosure of action taken in closed session pursuant to California Government Code Section 54957.1 (a) (5) and San Francisco Administrative Code Section 67.12(b) (4).  
The Commission voted not to disclose any or all discussions held in closed session. (Vote of 4 to 0)

January 2, 2007: Accept the report.

February 20, 2007: Accept the report.

March 5, 2007: Postpone to the meeting of March 19, 2007.

March 19, 2007: Amend and reissue the Human Resources Director's job announcement.

April 2, 2007: Directed staff to forward to the Mayor the recommendation of James Horan as Interim Human Resources Director pending the nomination of person or persons for permanent appointment of Human Resources Director.

**Action:** Accept the report. (Vote of 4 to 0)

**0234-07-1 Filling the vacancy of the position of Executive Officer – Personnel Matter. (Item No. 17)**

- A) Public Comment on all matters pertaining to the Agenda item and the potential closed session. None.
  
- B) Vote on whether to hold closed session pursuant to San Francisco Administrative Code Section 67.10 (b) and California Government Code Section 54957 (b) (1) - Public Employee Appointment – Executive Officer. **(Action Item)**  
The Commission voted to hold a closed session. (Vote of 4 to 0)  
**Closed session convened at 7:10 p.m. with the following present:**  
President Thomas Ng  
Commissioner Donald Casper  
Commissioner Morgan Gorrondo  
Commissioner Yu-Yee Wu  
Kate Favetti, Executive Officer  
Sandra Eng, Civil Service  
Gloria Sheppard, Civil Service Commission
  
- 1) **PERSONNEL MATTER - Public Employee Appointment – Executive Officer (Discussion and Possible Action Item)**  
California Government Code Section 54957 (b) (1) and San Francisco Administrative Code Section 67.10 (b)  
**Closed session ended at 7:18 p.m.**
  
- C) Reconvened in open session at 7:18 p.m.:
  - 1) Vote to elect whether to disclose any or all discussions held in closed session. (San Francisco Administrative Code Section 67.12(a). (Action Item)
  - 2) Disclosure of action taken in closed session pursuant to California Government Code Section 54957.1 (a) (5) and San Francisco Administrative Code Section 67.12(b) (4).  
The Commission voted not to disclose any or all discussions held in closed session. (Vote of 4 to 0)

April 2, 2007: Accept the report.

**Action:** Accept the report. (Vote of 4 to 0)

**REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION**

None.

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS**

Commissioner Gorrano requested for future consideration the way that Proposition H was formulated, specifically, "a Police Officer cannot be promoted from a list if there are charges pending against them".

Commissioner Wu requested that the Executive Officer submit a final report prior to retirement outlining outstanding issues and directions for the immediate future.

**ADJOURNMENT**

7:23 p.m.





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

**GAVIN NEWSOM  
MAYOR**

*prior initial  
Mod #2  
4073-05/06*

**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**

**MINUTES  
Regular Meeting  
July 6, 2009**

**2:00 p.m.  
ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place**

**CALL TO ORDER**

2:16 p.m.

**ROLL CALL**

President Morgan R. Gorrone	Not Present
Vice President E. Dennis Normandy	Present
Commissioner Joy Y. Boatwright	Present
Commissioner Donald A. Casper	Present
Commissioner Mary Y. Jung	Present (Left at 3:57 p.m.; Missed Items 18 & 19)

Vice President E. Dennis Normandy presided.

**PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA**

None.

**APPROVAL OF MINUTES**

Regular Meeting of June 15, 2009

**Action:** Approve. (Vote of 4 to 0)

101

**Civil Service Commission Meeting Minutes**

**Regular Meeting of July 6, 2009**

**0211-09-1 Presentation of Appreciation to Commissioner Donald A. Casper for his service as President of the Civil Service Commission from June 3, 2008 to June 1, 2009. (Item No. 5)**

**Speakers:** Vice President E. Dennis Normandy.

**Action:** Adopt. (Vote of 4 to 0)

**0175-09-8 Review of request for approval of proposed personal services contracts. (Item No. 6)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4155-08/09	Public Utilities Commission	\$200,000	Will design, permit, supply, install and commission three (3) fully integrated and operational solar PV systems with the following rated capacities and locations: a minimum of 100 kW at City Hall and min. of 214 KW at Davies Symphony Hall.	Regular	06/30/10

- June 1, 2009:
- (1) Postpone PSC #4153-08/09 to the meeting of June 15, 2009 by mutual agreement of the Airport Commission and IFPTE Local 21 to meet and attempt to resolve their issues with no further continuances.
  - (2) Postpone PSC #4155-08/09 to the meeting of June 15, 2009 at the request of the Public Utilities Commission.

June 15, 2009: Postpone PSC #4155-08/09 to the meeting of July 6, 2009. Public Utilities Commission to provide correct classes in 3B to the Commission.

**Speakers:** David Scott, Public Utilities Commission

**Action:** Adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

*7/1/09*

**Civil Service Commission Meeting Minutes**

**Regular Meeting of July 6, 2009**

**0193-09-8 Review of request for approval of proposed personal services contracts.  
(Item No. 7)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4162-08/09 <i>Postpone to 7/20/09</i>	Public Utilities Commission	\$9,000,000	Will provide specialized and technical as-needed services in the areas of water supply, storage, and transport services; water quality services; water treatment services; watershed management services; and enterprise operations and mgmt. Services.	Regular	09/01/14
4073-05/06	Controller	Increase Amount \$3,000,000 New Amount \$7,500,000	Will perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function.	Modification	06/30/13

- June 15, 2009:
- (1) Postpone PSC #4162-08/09 to the meeting of July 6, 2009 at the request of the Public Utilities Commission.
  - (2) Postpone PSC #4073-05/06 to the meeting of July 6, 2009. The Office of the Controller to provide correct classes that normally perform the work (3B).

**Speakers:** Esther Reyes, Office of the Controller spoke on PSC #4073-05/06.

- Action:**
- (1) Postpone PSC #4162-08/09 to the meeting of July 20, 2009 at the request of the Public Utilities Commission. (Vote of 4 to 0)
  - (2) Adopt the Human Resources Director's report on PSC #4073-05/06. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

**0212-09-8 Review of request for approval of proposed personal services contracts.  
(Item No. 8)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4000-09/10	Mayor's Office of Housing	\$180,000	Will provide processing title changes for below market rate condominium conversion low/moderate income homeowners according to precise instructions from the City and County of San Francisco.	Regular	06/30/11
4001-09/10	Municipal Transportation Agency	\$350,000	Will provide on-site back strengthening, employee exercise, education and Wellness Program Services for Municipal Railway and Department of Parking and Traffic employees.	Regular	06/30/12
4002-09/10	Juvenile Probation	\$320,000	Will provide intensive training and coaching for Log Cabin Ranch and other JPD staff using the Missouri Model which was developed by the Contractor. The Missouri Model is the nationally recognized best practice in programming and operations.	Regular	06/30/12
4003-09/10	Port	\$600,000	Will provide final engineering design and construction observation for proposed 25-foot wide by 800-foot public promenade structure and seawall repair in the Fisherman's Wharf area between Piers 43 and 45.	Regular	09/30/12

Civil Service Commission Meeting Minutes

Regular Meeting of July 6, 2009

4004-09/10	Port	\$3,000,000	Will issue a RFQ to establish a new pool of consulting teams, specializing in environmental services to provide timely and efficient consulting assistance in meeting environmental and regulatory requirements associated with Port capital project development.	Regular	10/01/14
4005-09/10	Department of Public Works	\$90,000	Provide independent structural design peer review services for the SFPUC new administration building, which has a unique and unconventional structural system solution.	Regular	06/15/10
4006-09/10	Department of Public Works	\$7,000,000	Will provide monitoring of the materials and workmanship of all work that is critical to the integrity of a building structure to ensure compliance with the approved plans and specifications for the SF General Hospital (SFGH) Rebuild Project (SFGHRP).	Regular	12/31/16
4007-09/10	Department of Public Works	\$300,000	Will award one contract for a three year period, up to \$100,000 per fiscal year based on the availability of funds. This contract is for the purpose of sidewalk and gutter cleaning in the Tenderloin District area.	Regular	06/30/12
4008-09/10 <i>Postpone to 7/20/09</i>	Public Utilities Commission	\$300,000	Will provide technical services to SFPUC Biofuel Program, including program development for SF Greasecycle, research legal and regulatory compliance issues relating to biodiesel use and use of "tolling agreements".	Regular	12/31/12
4009-09/10 <i>Postpone to 7/20/09</i>	Recreation and Parks	\$80,000	Will provide full design services for skate elements of the Waller Street Skate Park. This includes all services necessary for schematic phase, design development, and participation in presentations to stakeholders.	Regular	08/01/11
4010-09/10 <i>Postpone to 7/20/09</i>	Recreation and Parks	\$400,000	Will provide complete outreach services for the 2008 Clean and Safe Neighborhood Parks Bond projects. This includes all services necessary to design a comprehensive community outreach program for selected projects.	Regular	06/30/14
4011-09/10	District Attorney	\$90,000	Will provide services to women and transgender individuals who have experienced sexual exploitation and violence and professional services coordination monthly FOPP classes as a diversion model for men arrested for their first prostitution offense.	Regular	06/30/10
4185-06/07	Human Resources	Increase Amount \$0.00 New Amount \$4,500,000	Will administer health plan membership and health care for eligible SEIU temporary exempt "as-needed" employees.	Modification	06/30/11
4089-06/07	Public Utilities Commission	Increase Amount \$1,000,000 New Amount \$3,000,000	Will provide Right of Way (ROW) Acquisition services which include easements, permits and other title material; obtaining permits to enter, ROW clearance, appraisal services; and negotiation and acquisition services.	Modification	06/30/12
4196-06/07	Department of Technology	Increase Amount \$1,000,000 New Amount \$2,000,000	Will assist DTIS cabling staff during peak periods of cabling projects. Contractor will perform basic telecommunication cabling work for different installation types. Work requires pulling cable, termination, labeling, testing and necessary prep.	Modification	08/31/10
4076-07/08 <i>Postpone to 7/20/09</i>	Children and Families Commission	Increase Amount \$300,000 New Amount \$475,000	Will provide online data system development and implementation to enable routine updates and create multiple reports.	Modification	07/01/11

0212-09-8 (continued)

**Speakers:** Oliver Hack and Astrid Zometa, Mayor's Office of Housing spoke on PSC #4000-09/10.  
Martha Johnson, Municipal Transportation Agency spoke on PSC #4001-09/10.  
Norma Nelson, Steven Reed and Kim Von Blohn, Port of San Francisco spoke on PSC #4003-09/10.  
Norma Nelson and Kim Von Blohn, Port of San Francisco spoke on PSC #4004-09/10.  
Brook Mebrahtu, Department of Public Works spoke on PSC #4005-09/10.  
Joe Chin, Department of Public Works and Ging Louie, IFPTE Local 21 spoke on PSC #4006-09/10.  
Illeana Samanc, Department of Human Resources spoke on PSC #4185-06/07.

- Action:**
- (1) Postpone PSC #4008-09/10 to the meeting of July 20, 2009 at the request of the Public Utilities Commission. (Vote of 4 to 0)
  - (2) Postpone PSC #s 4009-09/10 to the meeting of July 20, 2009 to allow a representative from the Recreation and Parks Department to be present. (Vote of 4 to 0)
  - (3) Postpone PSC #s 4010-09/10 to the meeting of July 20, 2009 at the request of the Recreation and Parks Department. (Vote of 4 to 0)
  - (4) Adopt the Human Resources Director's report on PSC #4006-09/10 on the condition that the Department of Public Works and the IFPTE Local 21 report in six months on the progress of the project as it pertains to IFPTE Local 21 represented employees. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)
  - (5) Postpone PSC #4076-07/08 to the meeting of July 20, 2009 at the request of Children and Families Commission. (Vote of 4 to 0)
  - (6) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser. (Vote of 4 to 0)

0350-06-6

**Appeal by Mark Sangervasi of the Human Resources Director's finding of insufficient evidence to sustain his charge of discrimination. (Item No. 9)**

**Speakers:** None.

**Action:** Postpone to the meeting of August 3, 2009 at the request of Mark Sangervasi. (Vote of 4 to 0)

**0594-06-6**      **Appeal by Douglas Yep of the Human Resources Director's finding of insufficient evidence to support his charge of disparate treatment discrimination and retaliation. (Item No. 10)**

**Speakers:**            None.

**Action:**              Postpone to the meeting of August 17, 2009 at the request of Douglas Yep. (Vote of 4 to 0)

**0037-07-6**      **Appeal by Douglas Yep of the Human Resources Director's finding of insufficient evidence to support his charge of retaliation and harassment. (Item No. 11)**

**Speakers:**            None.

**Action:**              Postpone to the meeting of August 17, 2009 at the request of Douglas Yep. (Vote of 4 to 0)

**0139-09-8**      **Follow-Up from the Department of Public Health on Personal Services Contract Number 2012-08/09. (Item No. 12)**

**April 20, 2009:**      Continue to the meeting of May 18, 2009 to allow further discussions between the Department of Public Health and IFPTE Local 21.

**May 18, 2009:**      Adopt the Human Resources Director's report on PSC #2012-08/09 on the condition that the Department of Public Health report back to the Commission at the meeting of July 6, 2009 on the progress of incorporating 2819 Health Educators into the work. Notify the offices of the Controller and the Purchaser.

**Speakers:**            Michael Brown, Department of Public Health  
Sai-Ling Chan-Sew, Department of Public Health  
Jacquie Hale, Department of Public Health  
Joe Brenner, IFPTE Local 21

**Action:**              Accept and file the report. Continue to report back to the Commission in six months. (Vote of 4 to 0)

**0512-07-4 Appeal by Warren Chan of his background rejection for an 8106 Legal Process Clerk position with the San Francisco Police Department. (Item No. 13)**

**Speakers:** None.

**Action:** Adopt the report. Sustain the decision of the Human Resources Director; deny the appeal by Warren Chan. (Vote of 4 to 0)  
Mr. Chan failed to appear.

**Note:** Commissioner Casper stated that Mr. Chan is currently a 7505 Tax Technician with the State Franchise Tax Board. In that position, Mr. Chan audits tax returns and searches for dishonesty or noncompliance. It is with great gratification for Commissioner Casper to deny the appeal based on the record submitted.

**0066-09-7 Appeal by Claudell Brewster of his automatic resignation as a 7514 Laborer with the Public Utilities Commission. (Item No. 14)**

**Speakers:** Hope Broadus, Public Utilities Commission

**Action:** Deny the appeal by Claudell Brewster. Approve the automatic resignation. (Vote of 4 to 0) Mr. Brewster failed to appear.

**Note:** Mrs. Laura Brewster requested to postpone the hearing on behalf of her husband. The department opposed the postponement and the Commission proceeded with hearing the matter.

**0065-09-7 Determination of future employability: termination-dismissal of permanent part time appointment of Antoine Oliver, Library Page (Job Code 3602), San Francisco Public Library. (Item No. 15)**

**June 15, 2009:** No future employment with the San Francisco Public Library. (Vote of 2 to 1; Commissioner Boatwright dissents.) Continue to the meeting of July 6, 2009. (Three (3) votes are needed for Commission action.)

**Speakers:** Mark Vandiver, San Francisco Public Library  
Margot Reed, SEIU Local 1021  
Donna Marion, San Francisco Public Library

**Action:** Continue to the meeting of August 17, 2009 pending the resolution of arbitration. (Vote of 4 to 0)

**0187-09-7**      **Determination of future employability: dismissal of permanent civil service appointment of Keith Bynum, Transit Operator (Job Code 9163), Municipal Transportation Agency. (Item No. 16)**

**Speakers:**                      Christobal Iborra, Municipal Transportation Agency  
Mrs. Sharon Bynum, mother of Appellant

**Action:**                              Postpone to the meeting of December 7, 2009 at the request of Mrs. Bynum, mother of Keith Bynum. (Vote of 4 to 0)

**REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION (Item No. 17)**

None.

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 18)**

Commissioner Casper referred to Section 114.26 of Civil Service Commission Rules regarding a requirement for the Department of Human Resources to hold an examination if there are no eligibles available for a permanent civil service appointment requested by an appointing officer for a specific class. The Rule states that the Mayor shall request and the BOS shall make supplemental appropriation if there are insufficient funds. If Rule Section 114.26 is not enforceable, should this Section be deleted?

Commissioner Casper further stated that in 2005, he brought to the attention of the Department of Human Resources that Civil Service Commission Rules 107, 307 and 407 relating to the Employer-Employee Relations Ordinance were outdated in several respects. He especially pointed out that in 2002, that PERB (Public Employee Relations Board) began to oversee charges of unfair labor practice. Commissioner Casper stated that in Rules Volume II applicable to the Uniformed Ranks of the Police Department, there was nothing with respect to the resolution of unfair labor practices charges. It is now we are aware that PERB does not apply to peace officers, whether uniformed or not. The Rules were also out of date because they relied on and incorporated provisions of the State Administrative Procedure Act which have been repealed and replaced in 1995. He asked that the Department of Human Resources take a look at these issues. Vice President Normandy requested that the Department of Human Resources prepare a written report to be calendared in 60 days.

**ADJOURNMENT (Item No. 19)**

4:05 p.m.



4042-11/12



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

October 20, 2011

E. DENNIS NORMANDY  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

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 NUMBER 4040-11/12 THROUGH 4048-11/12.**

At its meeting of October 17, 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.*

It was the decision of the Commission to:

- (1) Adopt the report; Approve the request for PSC #4040-11/12 on the condition that the Airport Commission submit an annual report to the Commission on the status of the ongoing work. Notified the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve 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

- c:
- Cynthia Avakian, Airport Commission
  - Jesusa Bushong, San Francisco Fire Department
  - Micki Callahan, Human Resources Director
  - Vivian Day, Department of Building Inspection
  - Marie de Vera, Department of Human Resources
  - Shamica Jackson, Public Utilities Commission
  - Naomi Kelly, Office of Contract Administration
  - Florence Kyaun, Public Utilities Commission
  - Sean McFadden, Recreation & Park Department
  - Esther Reyes, Controller's Office
  - Ben Rosenfield, Controller
  - Maria Ryan, Department of Human Resources
  - Commission File
  - Chron

**POSTING FOR**

10/17/2011

**PROPOSED PERSONAL SERVICES CONTRACTS - Regular**

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4040-11/12	27	Airport Commission	Regular	\$7,255,000	Travel Medicine, Urgent Care, and Occupational Health services for San Francisco International Airport's (SFO) passengers, visitors, and Commission employees, as well as for employees of tenants of the airport through a medical clinic.	7/1/2012 - 6/30/2018
4041-11/12	27	Airport Commission	Regular	\$124,000,000	The selected design-build contractor will provide specialized expertise to finalize the design and provide construction services necessary to complete the Terminal 3, Boarding Area E (BAE) Improvements. The Project will expand the existing boarding area to meet Airport's passenger forecast including complete interior design and remodel of Hold Rooms, restrooms, passenger amenities, and airline and concessions shell space, all with new finishes, furniture, fixtures and equipment. Scope of work will also include new Art Enrichment Program; barrier removal, construction and interface of Baggage Handling Systems (BHS); heating ventilation and air conditioning (HVAC), Plumbing, Fire Protection, Power, Metering, Lighting, Life Safety, Fire Alarm, Visual and Audible Paging System modifications; Static and Dynamic Signage; Hydrant Fuel System (HFS); Passenger Boarding Bridges upgrades; Aircraft Apron Paving; Special Systems rooms, Tenant Wiring Closets and Backbone Cable System, WFI infrastructure; new Access Control and Closed-Circuit Television (CCTV) systems. The BAE Improvements project will reconfigure the Transportation Security Administration (TSA) security checkpoint and departures lobby to improve security and operational efficiency with minor improvements at passenger drop off at curbside and baggage claim area. This will be a Leadership in Energy and Environmental Design (LEED) certified project. Please see attached Section 01010 Summary of Work for additional information.	10/17/2011 - 10/17/2016
4042-11/12	09	Controller	Regular	\$3,000,000	Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.	11/1/2011 - 10/31/2016
4043-11/12	19	Building Inspection	Regular	\$1,648,962	The Code Enforcement Outreach program is designed to help property owners/managers as well as tenants, especially individuals of limited or non-English speaking skills, in the city of San Francisco, understand housing code compliance issues by providing education, counseling, mentoring and mediation. Contractors will work with City inspectors, existing non-profit agencies, landlords and tenants to facilitate better access to services related to proper residential building maintenance and occupancy issues associated with the San Francisco Housing Code and to expedite the code enforcement procedure by setting out landlords/tenants respective rights and responsibilities. As necessary, contractors will provide bilingual services (Spanish, Chinese, Vietnamese, Russian, etc.) required in each of the affected communities.	1/1/2012 - 6/30/2017

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 8/22/11

DEPARTMENT NAME: Controller DEPARTMENT NUMBER 09

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

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

TYPE OF SERVICE: City Services Auditor Consulting Services

FUNDING SOURCE: Annual Appropriation

PSC AMOUNT: \$3,000,000 PSC DURATION: November 1, 2011 - October 31, 2016

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.

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

Proposition C, passed by the City's voters in November 2003, amending City Charter Section 3.105 to instruct the Controller to also serve as the City Services Auditor. With this funded role, the Controller's Office is responsible for monitoring the level and effectiveness of services rendered by the City to its residents, comparing them to those of other jurisdictions, and establishing best practices/performance benchmarks. The Controller's Office is mandated to increase the production of independent management and performance audits and performance reviews, review street and park maintenance standards, review citywide standards for contracting processes, and administer a whistleblower hotline and website for employee and citizen complaints (City Charter Appendix F: Authority and Duties of City Services Auditor).

Per Section F1 (112) of Appendix F, "the Controller shall be authorized to contract with outside, independent experts to assist in performing the requirements of this Appendix. In doing so, the Controller shall make good faith efforts as defined in Chapter 12D of the Administrative Code to comply with the provisions of Chapter 12 et seq. of the Administrative Code, but shall not be subject to the approval processes of other City Agencies." (italicized for emphasis)

While the City Services Auditor is exempt from Civil Service Commission review, it is important to comply with City contracting rules and regulations in order to demonstrate transparency and accountability of City Services Auditor activities.

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

These services were provided through PSC#4073-05/06 approved on 2/6/06 for \$1,500,000 and amended on 4/20/07 and on 7/6/09 for a final amount of \$7,500,000.

D. Will the contract(s) be renewed: The individual audit, analytical and technical assistance consulting and training services are not intended to be ongoing or long-term in nature.

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

Table with 3 columns: Union Name, Signature of person mailing/faxing form, Date. Rows for Local 21, Local 1021, MEA, and RFP sent to Union Name published on website at www.sfcontroller.org/solicitations.

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:

Contractors must have successfully performed at least two or more projects in a specified service area/type for a complex governmental organization or related enterprise and demonstrate expertise through firm and staff qualifications, project plans and approaches, and client references. Such services may include: financial, performance, and management auditing services; organizational and programmatic assessment and technical assistance services; establishing and implementing comparative jurisdictional performance benchmarking and best practices; and governmental auditing, finance, and accounting skills and standards training.

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

Based on the qualifications stated above, no civil service class normally performs this work, as it includes a wide range of scale, scope and required expertise based on numerous factors including policymaker and department head requests and needs identified on both a periodic and ad-hoc basis. Selected consultants would work with the following job classifications: 0931 Manager III, 0933 Manager V, 1684 Auditor II, 1686 Auditor III, 1805 Performance Analyst II, 1830 Performance Analyst III - Project Manager, 1822 Administrative Analyst, 1823 Senior Administrative Analyst, 1824 Principal Administrative Analyst, 1825 Principal Administrative Analyst II. It is expected that services would result in cross training and knowledge transfer.

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:

Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance.

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

No. These services are short-term, intermittent, and specialized in nature.

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?	<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.		

In some cases, there may be cross training and knowledge transfer for the job classes identified above.

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

Yes, in some instances, depending on vendor selection.

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

Signature of Departmental Personal Services Contract Coordinator	
<b>Esther Reyes</b>	<b>(415) 554-7819</b>
Print or Type Name	Telephone Number

**City Hall, Room 388**

**San Francisco, CA 94102**

Address

0112



MEMORANDUM

TO: Leorah Dang, PSC Analyst

FROM: Mary Hom, Senior Contracts Analyst *MMH*  
 Lily Conover, Contracts Manager – Department PSC Coordinator *[Signature]*

DATE: 06/07/2013

SUBJECT: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 4042-11/12

Approval Date: 10/17/2011

Description of Service(s):

Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller’s Office City Services Auditor function to assess and improve the financial condition and performance of City departments.

Original Approved Amount:	\$ 3,000,000	Original Approved Duration:	11/01/2011-10/31/2016
Modification #1 Amount:	\$ 1,499,999	Modification #1 Duration:	11/01/2016- 03/31/2019
Total PSC Amount:	\$ 4,499,999	Total PSC Duration:	11/01/2011-03/31/2019

Reason for the modification:

This request is to increase the contract dollar amount and contract term.

Attachment: Copy of approved PSC Summary

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION:  Approved

Approval Date: 6/12/2013

By: *[Signature]*  
Micki Callahan, Human Resources Director

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: SFO's Automated Vehicle Identification/Ground Transportation Information Systems (AVI/GTIS)

Funding Source: Airport Operating Funds PSC Duration: 2 years 13 weeks

PSC Amount: \$250,000 PSC Est. Start Date: 04/01/2014 PSC Est. End Date: 06/30/2016

1. Description of Work

A. Scope of Work:

System support for SFO's Automated Vehicle Identification/Ground Transportation Information Systems (AVI/GTIS). Contractor will provide AVI/GTIS system monitoring and telephone support during business hours, bi-weekly system maintenance, AVI system preventative maintenance, and software configuration and refinement. The AVI/GTIS system measures ground transportation (GT) and taxi traffic volume that corresponds to the number of trips made for drop-offs and pick-ups at SFO.

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

In 2012, a contractor was selected to implement the Ground Transportation Management/Taxi Management System (GTMS/TMS) to replace AVI/GTIS. It is anticipated that the GTMS/TMS system acceptance will be completed by 2016. SFO requires continuing support and maintenance on the current AVI/GTIS system to insure continued tracking of ground transportation and taxi traffic. Denial would put SFO at risk of not being able to collect fees from ground transportation and taxi operators.

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? No, once the GTMS/TMS system implementation is complete.

2. Union Notification: On 01/17/2014, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21,

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41256 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/17/2014

Civil Service Commission Action:

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

- A. Specify required skills and/or expertise:  
Working knowledge of proprietary software components and legacy relational database management system custom designed by IBI Group.
  
- B. Which, if any, civil service class(es) normally perform(s) this work?  
1054,
  
- 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:  
SFO does not have access to the proprietary software.
  
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, since SFO does not have access to the proprietary software.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<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 02/19/2014 BY:

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

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



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

## Cynthia Avakian

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**From:** dhr-psccordinator@sfgov.org  
**Sent:** Friday, January 17, 2014 11:54 AM  
**To:** Cynthia Avakian; jebrenner@ifpte21.org; L21PSCReview@ifpte21.org; Cynthia Avakian; Richard Isen; DHR-PSCCoordinator  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41256 - 13/14

RECEIPT for Union Notification for PSC 41256 - 13/14 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 41256 - 13/14 for \$250,000 for Initial Request services for the period 04/01/2014 -- 06/30/2016. 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/1258> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Modification**  
**Personal Services Contracts**

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT Dept. Code: ENV

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4030-11/12)

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

Type of Service: Pick-up & Disposal of Residentially Generated Pharmaceutical Waste

Funding Source: Private Grant
PSC Original Approved Amount: \$75,000 PSC Original Approved Duration: 08/01/11 - 07/01/13 (1 year 47 we
PSC Mod#1 Amount: \$122,000 PSC Mod#1 Duration: 03/01/14-06/30/16 (3 years)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$197,000 PSC Cumulative Duration Proposed: 4 years 47 weeks

1. Description of Work

A. Scope of Work:

The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.

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

See Attached Document.

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.under PSC 4030-11/12

D. Will the contract(s) be renewed? Contract may be re-bid if services still needed.

2. Union Notification: On 02/13/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4030-11/12

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/17/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The hauler must be registered with the CA DPH as a Medical Waste Hauler, and with the CA DTSC as a Hazardous Waste Transporter. The hauler must be in compliance with all applicable state and federal regulations

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

none,

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

Yes. See Attached Document.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because special licensing is needed.

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

No; This is a highly specialized, properly licensed service.

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? Yes. The modification is to allow amendment of the contract.       

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/13/14 BY:

Name: Rachel Buerkle Phone: 415-355-3704 Email: Rachel.Buerkle@sfgov.org

Address: 1455 Market Street, #1200 San Francisco, CA 94103

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

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org]

Sent: Thursday, February 13, 2014 3:10 PM

To: Buerkle, Rachel; 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; Buerkle, Rachel; DHR-PSCCoordinator, DHR; Isen, Richard

**Subject: Receipt of a REGULAR Modification Request to PSC # 4030-11/12 - MODIFICATIONS**

PSC RECEIPT of Modification notification sent to DHR

The ENVIRONMENT -- ENV has submitted a modification request for a Personal Services Contract (PSC) for \$122,000 for services for the period March 1, 2014

- June 30, 2016. 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/1426>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present.

Either you selected none or there is no email entered in the system by that particular union



**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

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

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

**3C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain**

## **Pharmaceutical Waste Pick-Up**

**PSC-4030-11/12 Mod 2/12/2014**

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

#### **Why Necessary:**

This service is an integral piece of a permanent pharmaceutical collection program in San Francisco. The San Francisco Department of the Environment ("SFDOE") and the San Francisco Public Utilities Commission ("SFPUC") receive thousands of calls annually from concerned residents requesting information about proper drug disposal. Despite the considerable demand, no such program exists city-wide. The City is working with pharmaceutical manufacturers to develop a pilot program to collect residentially generated pharmaceutical waste at pharmacies and police stations, which would require the service of a medical waste hauler for pick-up and disposal. This service is also necessary to meet the City's broader goal of Zero Waste Generation by 2020.

#### **Consequences of Denial:**

Without this program, the Department of the Environment would be unable to run a permanent collection program for the residents of San Francisco, at the risk of both public and environmental health. A permanent pharmaceutical collection program would help prevent the accidental use or misuse of unused and expired pharmaceuticals. It will also prevent improper disposal in the sewer system or landfill – both of which allow pharmaceuticals to end up in local water bodies.

### **Q. 3.C. Will contractor provide facilities and/or equipment not currently possessby the City? If yes, explain:**

Yes; the contractor will provide the proper vehicles for the transportation of pharmaceutical waste. The contractor may also be requested to provide the proper collection bins to be placed at each collection site. Collection bins must be metal mailbox-style drop-boxes, with a two-key design (pharmacist has one key, hauler has the other key). The size of each bin will be determined based on what the hauler has to offer as well as the space constraints of each pharmacy or police station collection site.

**Additional Attachment(s)**

**Agreement between the City and County of San Francisco and**

Sharps Solutions, LLC

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of October 18, 2012, in San Francisco, California, by and between **Sharps Solutions, LLC** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below);  
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

- 1. Definitions.** The following definitions shall apply to this Amendment:
  - a. Agreement.** The term "Agreement" shall mean the Agreement dated January 25, 2012 between Contractor and City.
  - b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. Modifications to the Agreement.** The Agreement is hereby modified as follows:
  - a. Section 2.** Section 2, Term of the Agreement currently reads as follows:
    - 2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **January 5, 2012 to January 5, 2013.**

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

- 2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **January 5, 2012 to June 1, 2014.**

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of the Environment, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement **exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of the Environment as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of the Environment, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement **exceed ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of the Environment as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**CITY**

**CONTRACTOR**

Recommended by:

Sharps Solutions, LLC

\_\_\_\_\_  
Melanie Nutter, Director  
Department of the Environment

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

\_\_\_\_\_  
Name

Approved as to Form:

\_\_\_\_\_  
Title

Dennis J. Herrera  
City Attorney

Sharps Solutions, LLC  
3563 Investment Blvd, #6,  
Hayward, CA 94545,

By:

\_\_\_\_\_  
Thomas J. Owen  
Deputy City Attorney

City vendor number: 87160  
\_\_\_\_\_

Approved:

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

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

**Agreement between the City and County of San Francisco and  
Sharps Solutions, LLC**

This Agreement is made this 25<sup>th</sup> day of January, 2012, in the City and County of San Francisco, State of California, by and between: **Sharps Solutions, LLC, 3563 Investment Blvd, #6, Hayward, CA 94545**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Department of the Environment ("Department") wishes to arrange for the pick-up and disposal of residentially generated, discarded pharmaceuticals in San Francisco on a pilot program basis; and,

WHEREAS, a Request for Proposal ("RFP") was issued on October 13, 2011, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4030-11/12 on September 19, 2011;

Now, THEREFORE, the parties agree as follows:

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

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

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **January 5, 2012 to January 5, 2013.**

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

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.
5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of the Environment, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement **exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of the Environment as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.
6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."
8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
9. **Left Blank by Agreement of the Parties (Disallowance).**



## 10. Taxes

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

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

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

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

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

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

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

**12. Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

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

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

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any

plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

## 15. Insurance

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

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 4) Environmental Pollution Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit, including coverages for on-site or off-site party claims for bodily injury and property damage for abatement and disposal of hazardous materials.

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

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City to:

Department of the Environment  
11 Grove Street  
San Francisco, CA 94102  
Attn: Rachel C. Buerkle

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

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

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

k. Any of the terms of conditions of this Section 15 may be waived by the City's Risk Manager in writing, and attached to this Agreement as Appendix C. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

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

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

**18. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**19. Left Blank by Agreement of the Parties (Liquidated Damages).**

**20. Default; Remedies**

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

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

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

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

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

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

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

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

## **21. Termination for Convenience**

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

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

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in

its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

- |                                                                 |                                                         |
|-----------------------------------------------------------------|---------------------------------------------------------|
| 8. Submitting false claims                                      | 24. Proprietary or confidential information of City     |
| 9. Disallowance                                                 | 26. Ownership of Results                                |
| 10. Taxes                                                       | 27. Works for Hire                                      |
| 11. Payment does not imply acceptance of work                   | 28. Audit and Inspection of Records                     |
| 13. Responsibility for equipment                                | 48. Modification of Agreement.                          |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance                                                   | 50. Agreement Made in California; Venue                 |
| 16. Indemnification                                             | 51. Construction                                        |
| 17. Incidental and Consequential Damages                        | 52. Entire Agreement                                    |
| 18. Liability of City                                           | 56. Severability                                        |
|                                                                 | 57. Protection of private information                   |

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

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

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

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

To City: Department of the Environment  
11 Grove Street  
San Francisco, CA 94102  
Attn: Caitlin Sanders  
[caitlin.sanders@sfgov.org](mailto:caitlin.sanders@sfgov.org)

To Contractor: Sharps Solutions, LLC  
3563 Investment Blvd, #6,  
Hayward, CA 94545,  
Attn: Larry D. McCarty  
[larry.mccarty@sharps-solutions.com](mailto:larry.mccarty@sharps-solutions.com)

Any notice of default must be sent by registered mail.

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

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

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

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

30. **Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor



unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

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

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

**33. Local Business Enterprise Utilization; Liquidated Damages**

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

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

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

**34. Nondiscrimination; Penalties**

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

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

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

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

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

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

MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

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

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

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

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

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

**42. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office

if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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

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

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

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

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

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

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

are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

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

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

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

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

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

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

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the

HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

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

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

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

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

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

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

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

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

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

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

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

##### **b. First Source Hiring Agreement.**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract.

Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

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

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

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

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

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

6) Set the term of the requirements.

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

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

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

c. **Hiring Decisions**

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

d. **Exceptions**

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

e. **Liquidated Damages.**

Contractor agrees:

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

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

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

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

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

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

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than



their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

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

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

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

f. **Subcontracts.**

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

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

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

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

**49. Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY

CONTRACTOR

Recommended by:

Sharps Solutions, LLC

\_\_\_\_\_  
Melanie Nutter, Director  
Department of the Environment

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

Approved as to Form:

Dennis J. Herrera  
City Attorney

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

By: \_\_\_\_\_  
Thomas J. Owen  
Deputy City Attorney

Approved:

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

\_\_\_\_\_  
Naomi Kelly  
Director of the Office of Contract  
Administration, and  
Purchaser

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Sharps Solutions, LLC  
3563 Investment Blvd, #6,  
Hayward, CA 94545,

City vendor number: 87160

**Appendices**

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

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

**1. Description of Services**

The mission of the City and County of San Francisco Department of the Environment (the Department) is to improve, enhance, and preserve the environment and promote San Francisco's long-term environmental sustainability. Among its current activities, the Department is managing a network of drop-off sites for the proper disposal of SF residents' medications. The contractor will provide storage, transportation, and disposal of collected residential non-controlled pharmaceutical waste.

The general services to be performed by the contractor will include the following, additional services may be agreed upon if the operation of the pilot program requires them.

**1) Licensing**

Contractor must be licensed by the California Department of Public Health as a medical waste transporter and by the California Department of Toxic Substances Control as a hazardous waste transporter. Contractor will provide a current copy of these licenses to the Department during the life of the contract.

**2) Storage containers**

- a. The contractor will order storage containers approved by the Department of the Environment.
- b. The contractor will then receive, warehouse, and deliver storage containers to each designated collection site in San Francisco.
- c. Storage containers shall be structurally sound, metal containers with dual locks.

**3) Collection Site Trainings**

- a. The Department and the contractor will jointly meet with each participating location to agree on bin location, service logistics, and site contacts.
- b. Current collection sites:

**1. Torgsyn Discount Pharmacy Inc.**

5614 Geary Boulevard San Francisco, CA 94121

**2. Joe's Pharmacy**

5199 Geary Boulevard San Francisco, CA 94118

**3. Franklin Pharmacy**

1508 Franklin Street San Francisco, CA 94109

**4. Four Fifty Sutter Pharmacy**

450 Sutter Street #712 San Francisco, CA 94108

**5. Clay Medical Pharmacy**

929 Clay St # 103 San Francisco, CA 94108

**6. Golden Gate Pharmacy**

1844 Noriega Street San Francisco, CA 94122

**7. Post Divisadero Medical Pharmacy**

2299 Post Street San Francisco, CA 94115

**8. Charlie's Pharmacy**

1101 Fillmore Street San Francisco, CA 94115

**9. MOMS Pharmacy**

4071 18th Street San Francisco, CA 94114

**10. Visitacion Valley Pharmacy**

100 Leland Avenue San Francisco, CA 94134

**11. Daniels Pharmacy**

943 Geneva Avenue San Francisco, CA 94112

**12. Central Drug Store**

4494 Mission Street San Francisco, CA 94112

**13. Park Station**

1899 Waller St. San Francisco, CA 94117

**14. Richmond Station**

461 6<sup>th</sup> Ave. San Francisco, CA 94118

**15. Taraval Station**

2345 24<sup>th</sup> Ave. San Francisco, CA 94116

**16. Mission Station**

630 Valencia St. San Francisco, CA 94110

**17. Bayview Station**

201 Williams St. San Francisco, CA 94124

- c. The Department may in its sole discretion add other collection sites located within San Francisco, or remove sites from the above list. Contractor and Department will provide joint trainings for any new sites.

#### **4) Scheduling**

- a. The contractor will provide on-demand or regularly scheduled collections of the bin waste, depending on each site's preference and needs.
- b. The Department will approve each site's schedule.
- c. The Contractor will provide a system for the sites to contact the contractor directly to request on-demand collections. Contractor will make a weekly notification to the Department of on-demand requests.
- d. On-demand collections will be completed within 48 hours of the request.
- e. Delays in Service:
  - i. Any problems with delays during the course of a collection should be indicated on the manifest.
  - ii. If services are delayed for more than 48 hours for on-demand collections, a penalty of \$100 will be charged to the contractor against the next invoice.

#### **5) Waste Handling, Characterization, & Transportation**

- a. Upon arrival at the site for a collection, the contractor will secure the 2nd key for the bin from the site contact and hold the 2nd key to relock the bin before returning the key to the site contact upon completion.
- b. At each site collection the contractor will actively profile the contents of the bins and provide feedback regarding contents and packaging.
- c. The contractor will provide an approved biohazard accumulation box that will be removed when full, secured shut and replaced with a fresh accumulation box.
- d. The contractor will provide all materials and containers necessary for transportation of waste.
- e. All waste collected will be returned the same day to the Transfer Station in Hayward, or other approved location.
- f. Collected waste will be weighed on an FDA approved scale, with all corresponding weights put onto the original manifest.
- g. Once consolidated at a transfer station, Contractor shall cause the waste to be incinerated at a permitted medical waste incinerator. Current incinerator options:
  1. Healthcare Environmental Services in Fargo, North Dakota
  2. WMRRRC in Anahuac, Texas
- h. The Department may in its sole discretion add or remove incinerator sites or disposal methods from the above list.
- i. Notwithstanding any other provision of this contract, all pharmaceutical waste must be managed and this contract performed in strict compliance with Federal, State, and local laws, rules, regulations and orders, including, but not limited to:
  - Federal Controlled Substances Act
  - Resource Conservation and Recovery Act (RCRA)
  - Hazardous Waste Management Act (HWMA)
  - California Medical Waste Management Act
  - Occupational Safety and Health Act (OSHA)
  - San Francisco Health Code regulations, rules and orders of
    - the United States Environmental Protection Agency (EPA)
    - the Department of Transportation (DOT)
    - the State Department of Toxic Substance Control (DTSC)
    - the State Department of Public Health (DPH) and
    - the California Highway Patrol (CHP).

**B. Reporting**

1. A California DTSC approved Manifest will be filled out detailing the waste streams collected and in what container size(s).
2. During each collection, manifests will be signed by the contractor, and counter-signed by the site contact witnessing and confirming the materials collected.
3. A copy of the manifest will be left with the site contact, to be held for their records.
4. The original manifest, which becomes the Certificate of Destruction when signed at the time of actual destruction, will be kept on file at the contractor's offices under regulatory guidelines.
5. Copies of all Certificates of Destruction shall be submitted to the Department monthly.
6. Pick-up reports shall be submitted to the Department weekly including date/time of pick-up requests, date/time of pick-up, collection site visited, volume/weight collected at each site, site observations/concerns, etc.
7. Any reporting, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

The Contract manager in his or her sole discretion must be satisfied that the contractor is meeting stated goals through planned and carried out activities and the measurement of qualitative and quantitative indicators of success indicators before approving reimbursement.

**C. Department Liaison**

In performing the services provided for in this Agreement, Contractor's liaison with the Department of the Environment will be Caitlin Sanders, Toxics Reduction Program Associate, or in her absence, Sushma Bhatia, Toxics Reduction Program Manager.

**Appendix B  
Calculation of Charges**

The Contractor will provide services for the following flat fees provided below.  
This is a (12) month contract. All prices shall remain firm for the entire contract term.  
The starting base month will be January, 2012.

Fees for Contract Year Jan. 2012-Jan. 2013

<b>Item No.</b>	<b>Description</b>	<b>Fee</b>
1	Collection Site Storage Container	\$ _____ at cost*
2	Single Site/Bin Collection – per site	\$ _____ 75.00**
3	Emergency Pick-up fee - per site(weekends only)	\$ _____ 50.00**

\*Price will be billed at cost, including shipping. There will be no mark-up. Container orders must be pre-approved by the Department of Environment contract manager.

\*\*Per site collection rate includes collection, documentation, transport, destruction and replacement of accumulation containers. There will be no stop charges, fuel surcharges, energy surcharges, AB1807 fees, or hazardous spill cleanup fees.

Prices include all costs chargeable to City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to City are to be made for training.



**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 # 4030-11/12

4030-11/12  
Initial

**MINUTES**  
**Rescheduled Regular Meeting**  
**September 23, 2011**

**3:00 p.m.**  
**ROOM 400, CITY HALL**  
**1 Dr. Carlton B. Goodlett Place**

**CALL TO ORDER**

3:11 p.m.

President E. Dennis Normandy welcomed Kate Favetti to the Commission as a new Commissioner.

**ROLL CALL**

President E. Dennis Normandy	Present
Commissioner Kate Favetti	Present
Commissioner Mary Jung	Present

President E. Dennis Normandy presided.

**APPROVAL OF THE RESCHEDULING OF THE MEETING**

**Action:** Approve the rescheduling of meeting. (Vote of 3 to 0)

**REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION AND WHICH IS NOT APPEARING ON TODAY'S AGENDA**

None.

**APPROVAL OF MINUTES**

Regular Meeting of August 1, 2011

August 15, 2011: No action taken.

**Action:** Adopt. (Vote of 3 to 0)

Regular Meeting of August 15, 2011

**Action:** Adopt. (Vote of 3 to 0)

**HUMAN RESOURCES DIRECTOR'S REPORT**

**0248-11-1** Department of Human Resources' Report on Provisional Appointments.  
(Item No. 6)

**Speakers:** None.

**Action:** Postpone to the meeting of October 3, 2011.

**0249-11-1 Department of Human Resources' Report on the Position-Based Testing Program. (Item No. 7)**

**Speakers:** None.

**Action:** Postpone to the meeting of October 3, 2011.

**0254-11-1 Department of Human Resources Annual Report on the Certification of Eligibles – Entry and Promotion – Uniformed Ranks of Fire and Police. (Item No. 8)**

**Speakers:** None.

**Action:** Postpone to the meeting of October 3, 2011.

**EXECUTIVE OFFICER'S REPORT**

**0224-11-1 Report on Pending Appeals Log as of June 30, 2011. (Item No. 9)**

August 15, 2011: No action taken.

**Action:** Accept the report. (Vote of 3 to 0)

**0208-11-8 Review of request for approval of proposed personal services contracts. (Item No. 10)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4013-11/12	Public Utilities Commission	\$670,000	The proposed work consists of periodic combined ground and airborne Light Detection and Ranging (LiDAR) surveys of HHWP's 160 miles of 230 kV and 115 kV overhead transmission line systems that run from Hetch Hetchy to Newark. Many of the survey areas are in rugged terrain and remote locations.	Regular	11/01/16
4014-11/12  <i>Amended</i>  <i>See Item #11</i>	Public Utilities Commission	<del>\$27,700,000</del> <i>(\$30,000,000)</i>	Work consists of planning and engineering of Wastewater Enterprises' Central Bayside System drainage basin improvements from Mission Creek to Islais Creek. Primary scope items include up to 8,000 feet of 20+ feet diameter tunnel from Channel Pump Station to the Southeast Plant (SEP), a large deep pump station near the SEP, modification to the Channel PS and the Flynn PS, micro-tunnel connections to satellite pump stations and green infrastructures within the basin.	Regular	11/01/20

August 1, 2011: Postpone PSC #'s 4013-11/12 and 4014-11/12 to the meeting of August 15, 2011 at the request of the Public Utilities Commission.

August 15, 2011: No action taken.

**Speakers:** None.

**Action:**

Adopt the report; Approve request for proposed personal service contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote 3 to 0)

**(10 Review of request for approval of proposed personal services contract. (File No. 0220-11-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4014-11/12  <i>Amended</i>  <i>Postponed from 8/1/11</i>  <i>See Item #10</i>	Public Utilities Commission	\$30,000,000	Work consists of planning and engineering of Wastewater Enterprises' Central Bayside System drainage basin improvements from Mission Creek to Islais Creek. Primary scope items include up to 8,000 feet of 20+ feet diameter tunnel from Channel Pump Station to the Southeast Plant (SEP), a large deep pump station near the SEP, modification to the Channel PS and the Flynn PS, micro-tunnel connections to satellite pump stations and green infrastructures within the basin.	Regular	11/01/20
4016-11/12	Airport Commission	\$113,000	Complete certain tasks related to user adoption and data edits of the Airport's enterprise-wide PMBS used to monitor, track and report revenue and other key business information on all San Francisco International Airport property leases, space permits, and other property contracts. Implementation includes training of Airport staff on how to use the system's features to the fullest extent, data updates, documentation and select other changes to support required functionality. This request is to complete the user adoption and data edits tasks of the original PSC 4041-06/07 that expired (November 30, 2009) and totaled \$590,000 which included the software, hardware, and services. The portion of the PSC amount devoted to services, including training, was estimated to be approximately 56% (or \$330,000).	Regular	12/31/12
4017-11/12	Airport Commission	\$350,000	This is an agreement to partially fund SamTrans owl bus service between SFO and San Francisco to the north and Palo Alto to the south. SamTrans is the bus operator that uses its own buses and facilities to operate in San Mateo County. This is a late night bus service that operates 7 days per week between the hours of 12:45 a.m. and 6:00 a.m.	Regular	08/14/13

4018-11/12	Airport Commission	\$575,000	Engineering and consulting design services to replace existing obsolete Airport access control system in order to comply with NFPA Fire Code, meet new TSA guideline: Title 49, Code of Federal Regulations (CFR) Chapter XII Part 1542 - Airport Security, secure Airport Operations Area (AOA) and improve Airport security. The work includes field work, preparation of construction bid plans and specification and integration of existing Airport systems to the new access control.	Regular	10/01/14
4019-11/12	Airport Commission	\$3,000,000	SFO is embarking on the creation of a sustainability plan in which all operations, procedures, and practices will be aligned with sustainability principles. This program includes several elements as follows: 1) Update the 2007 Environmental Sustainability Report (ESR) to summarize the various environmental achievements by the Airport. 2) Secure Leadership in Energy and Environmental Design (LEED) certification for Operation and Maintenance practices at SFO Terminal Complex from U.S. Green Building Council. This certification would indicate that SFO follows sustainable practices for maintaining the entire terminal complex. 3) Develop an overall Sustainability Plan for SFO. This plan would provide sustainability guidelines for all SFO operations, procedures, and practices and would constitute the basic plan for creating a sustainable Airport. 4) Update the annual Departmental Climate Action Plan (DCAP). The SFO DCAP has been recognized by the Department of Environment as a national trend setter for developing a Climate Action Plan. City Ordinance No. 8108 (attached) requires that the DCAP be updated annually by each City Department.	Regular	08/14/14
4020-11/12	Art Commission	\$315,000	Eight Writers Corps Artist-in-Residence will conduct writing classes with youth in need at up to 14 sites in San Francisco. Artists-in-Residence will serve youth who may be educationally disadvantaged, recently immigrated, homeless, incarcerated, or in crisis. Artists-in-Residence will teach and mentor targeted youth to increase their learning, writing and public speaking skills. Artists-in-Residence will plan and organize lesson plans, facilitate writing workshops; compile, design and edit publications of youth writing; and help to organize city-wide literary arts events for participating youth. Artists-in-Residence will work for ten months from September to June.	Regular	06/30/12

4021-11/12	Public Works	\$4,100,000	<p>DPW is seeking two qualified teams of consultants to be the City's representatives in leading and coordinating the material testing and special inspection services related to the construction of ESER projects. The two contract amounts are approximately \$1,900,000 and \$620,000 to provide MTSI services for the Public Safety Building and the Fire Stations component respectively. The Materials Testing and Special Inspection (MTSI) Team will be responsible for the monitoring of the materials and workmanship of all work that is critical to the integrity of a building structure to ensure compliance with the approved plans and specifications for Earthquake Safety and Emergency Response (ESER) Bond Program projects, including the Public Safety Building and the fire-station comprehensive &amp; seismic renovation projects. The Special Inspectors will be responsible for performing all structural inspections prescribed by Local and State Building Codes and other regulatory agencies, including but not limited to concrete placement &amp; sampling; reinforcing steel; shotcrete, bolts installed in new concrete; drilled dowels and anchors; structural welding; special moment-resisting frame; high-strength bolting, structural masonry; special grading and in-place soil density tests (soil compaction), excavation, and backfill; and sprayed-on fireproofing. The selected MTSI Team will provide specialized expertise to supplement Civil Service classifications that can normally perform and will be managed by City staff. The City's Materials Testing Lab will also be utilized to perform testing for in-place soil density, reinforcing steel testing, drilled dowels and anchors, and concrete sampling.</p>	Regular	01/08/18
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4022-11/12	Municipal Transportation Agency	\$750,000	The real estate planning advisors or consultants will provide commercial real estate planning services and any other related services to produce a financially sound and cost-effective real estate planning analysis, study, or other work product as requested by the SFMTA. The elected real estate planning advisory or consultant will provide qualified personnel for services which may include, but are not limited to, the following: existing and strategic real estate and facilities portfolio analyses, planning, and recommendations Strategic real estate and facility planning re: real estate acquisitions and modifications required to support growth in the SFMTA's vehicle fleets and new facilities and/or upgrades; including economic evaluations, development planning, and financial analysis; Commercial retail space leasing market and analysis and recommendations; planning and market research for real estate and policy analysis on urban development issues (e.g., current zoning, height, bulk, floor area ration [FAR], existing and surrounding uses for various sites, schematic plans for outreach meetings); Existing portfolio analysis, planning, and strategic recommendation; Transit Oriented Development planning (TOD) and analysis; and other requested advisory services.	Regular	12/31/17
4023-11/12	Treasurer/Tax Collector	\$1,200,000	TTX is seeking a proven complete Solution for the management of CCSF's Business Tax Division. The current BTS is a mainframe COBOL application whose functionality and support have long been over-reached. TTX has complex requirements due to frequent legislation changes and large number of departments relying on its services. BTS does not have the flexibility to meet CCSF's growing requirements nor can it satisfy potential efficiencies from improved workflow and technologies.	Regular	12/31/13

August 15, 2011: No action taken.

**Speakers:** Samuel Chui, Department of Public Works spoke on PSC #4021-11/12.  
Ken Yee, Municipal Transportation Agency spoke on PSC #4022-11/12.

**Action:** Adopt the report; Approve request for proposed personal service contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

**(11 Review of request for approval of proposed personal services contract.  
 ) (File No. 0250-11-8) – Action Item**

<b>PSC#</b>	<b>Department</b>	<b>Amount</b>	<b>Type of Service</b>	<b>Type of Approval</b>	<b>Duration</b>
4024-11/12	Adult Probation	\$300,000	Contractor will provide 1) a comprehensive review and audit of the Department's policies and procedures, and update and improve policies and procedures to ensure that they are in compliance with local, state and federal law and which incorporate best practices in adult probation; 2) facilitation and support of the Community Corrections Partnership Collaboration; 3) an evaluation of Department case files on probationers sent to state prison in 2010; 4) creation of a training plan for the Department 5) grant writing and research; 6)demographic analysis.	Regular	07/30/13
4025-11/12	Airport Commission	\$500,000	The SMPOE Data Center project includes the development (both design and construction) of a new "Greenfield-built" Data Center Facility; that will include data processing equipment room, mechanical systems room, battery storage room, office, restroom and utility room. SFO requires construction management support with design-build experience in Data Centers design and construction experience to manage the programming, design and construction of this project. This project also includes the coordination of the construction of new fiber cable communications connections to be brought within the building envelope (by others) and all additional utilities/services necessary to service the building in its functional intent. The CM consultant team will be responsible for providing the specialized expertise to manage this scope of work.	Regular	06/30/16
4026-11/12	Airport Commission	\$1,750,000	The Contractor shall provide routine maintenance, scheduled maintenance/preventive maintenance, nonscheduled maintenance, ordinary wear and other maintenance and repair services, 24-hour on call response seven (7) days a week 365 days a year, equipment maintenance and repair activity documentation as well as reporting on the Airport-owned Passenger Boarding Bridges (PBB) and Baggage Handling Systems (BHS). The PBBs and BHSs were maintained by the airlines under their lease and use agreements in the past.	Regular	09/30/16



4027-11/12	Airport Commission	\$2,000,000	San Francisco International Airport plans to upgrade its industrial waste water treatment plant. The design/build team, with knowledge and experience in IWWT processing, sanitary sewer and reclaimed water system processes to provide programming, schematic design and management, will assist on this project. The IWWT project includes the design and construction of a new industrial waste water treatment process facility, offices and laboratory, demolition of the existing IWWT process building and shop building, construction of additional equalization tanks with power and controls, a new trickling filter tank, renovation of existing clarifiers and the existing sludge transfer pump station, construction of a new microbiology laboratory, evaluation and replacement of inter-building process piping, construction of a new chorine contact basin, incorporation of a new emergency power generator, upgrading of the existing Wonderware software program for process control, remodeling of the existing sanitary sewer administration and operations building, developing a plan to utilize the methane gas generated from digesters, replacement of motor control centers and the design and construction of a new Headworks box and screen facility, and developing a plan for Airport-wide reclaimed water processing system. The PM team will be responsible for providing the specialized experts to prepare bridging documents and manage this scope of work.	Regular	06/30/16
4028-11/12	Arts Commission	\$800,000	Artists team selected as part of a design competition to contract for final design and fabrication of a veteran's memorial for Memorial Court, which is part of the War Memorial Complex, located between the War Memorial Opera House and the Veterans Building.	Regular	06/30/14
4029-11/12	Controller	\$1,500,000	Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, and other forms of municipal financing.	Regular	10/14/16
4030-11/12	Environment	\$75,000	The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.	Regular	07/01/13

4031-11/12	General Services Agency	\$2,000,000	The contractor provides consulting services for the modification and customization of Customer Relationship Management (CRM) software used to manage the City's service requests. When required, vendor services assist City staff extend functionality of the application, while training staff to make additional improvements.	Regular	10/31/16
4032-11/12	Municipal Transportation Agency	\$450,000	Research and report on international best taxi industry practices and regulatory performance measures, recommend reforms of taxi regulations, develop a methodology for assessing the adequacy of taxi supply and demand and apply the methodology to evaluate the correct number of taxis in San Francisco, and develop a cost index to assess the appropriate level of taxi fares and gate fees and apply to index to determine whether San Francisco taxi fares and gate fees should be adjusted.	Regular	10/31/13
4033-11/12	Municipal Transportation Agency	\$1,770,000	Provide separate professional parking garage operational services for 13 parking facilities organized into three groups as follows: Group A - 6 Facilities (Civic Center, Lombard, Mission Bartlett, Performing Arts, and 16th & Hoff garages, and 7th & Harrison lot); Group B - 2 Facilities (Golden gateway and St. Mary's Square garages); Group C - 5 Facilities (SF General Hospital, Moscone Center, North Beach, Vallejo St., and Polk Bush garages). Services include: providing qualified and experienced parking personnel for cashiering, janitorial and security. The Operator shall provide oversight of all aspects of administrative functions including, but not limited to, collection, reconciliation and deposit of all parking and non-parking revenue; repair and maintenance of facilities, and revenue control equipment; compliance with insurance and bond requirement; providing valet or valet-assist parking services during special events., The term is six (6) years, thereafter on a month-to-month basis, not to exceed 36 months. The amount of \$1,770,000 represents the compensation paid to the parking firms for providing professional operational services at the 13 garages. The \$1,770,000 amount breaks down to approximately \$590,000 (\$72,000 per year, with a 5% increase starting in year four) for each of the three groups. Operating expenses, including parking taxes, are funded through gross parking revenue collected, but is not part of the compensation paid to the parking firm.	Regular	10/30/17

4034-11/12 <b>Amended</b>	Police	\$7,000,000 <b>\$2,000,000</b>	The proposed work is to develop a new data ware-house which will allow other agencies such as the Courts, Sheriff, District Attorney, Adult Probation and Public Defender to access our data as needed using our Citywide hub call JUSTIS. We will also be connecting to the broader Bay area, US and international data sources to improve our identification of crimes and crime activity in other regions. Predictive Oracle tools such as Oracle Business Intelligence Enterprise Engine will be used to help identify crime patterns and trends to assist in more efficient policing. The project will also be capable of providing access to data in Police vehicles, on hand held devices or laptops in order to provide more efficient public protection.	Regular	09/30/17 10/31/12
4035-11/12	Public Utilities Commission	\$960,000	The work consists of a one year contract to optimize, operate, and maintain Fats, Oils, and Grease (FOG) to Biodiesel equipment currently owned by the SFPUC and located at the SFPUC's Oceanside Water Pollution Control Plant. This equipment involves a proprietary process, patented by BlackGold Biofuels. As such, only BlackGold Biofuels can perform this work on the equipment. If the optimization work is successful, BlackGold Biofuels will train City personnel on the operation and maintenance of its equipment.	Regular	09/01/12
4036-11/12	Public Works	\$1,648,520	Perform environmental studies and reports for the effects of building new vehicle and transit access between Hunters Point Shipyard and northbound and southbound US 101 and I-280. The original PSC #4017-03/04 was approved on 8/18/2003 for \$2,200,000. The consultant has been under contract and has completed the studies, which were submitted to Caltrans over 3 years ago. Recently Caltrans asked the City to modify the alternatives and prepare a different type of environmental document.	Regular	08/30/14
4037-11/12	Public Works	\$800,000	Organize community support; prepare educational or outreach materials; assist in developing and conducting outreach and education efforts; conduct neighborhood cleaning projects; organize community interest in establishment of Business Neighborhood Improvement Districts (BID/NID); survey public opinion or conduct focus groups; provide specialized or untried equipment for evaluation; provide cleaning personnel for special events; conduct special cleaning services, graffiti abatement, or maintenance of plant materials services above or outside of the Bureau's routine operating responsibilities; and conducting pilot cleaning programs that affect both public and private properties. Bureau may award multiple contracts.	Regular	12/15/14

4038-11/12	Department of Technology	\$1,433,069	Phase I of this project will create a new digital video infrastructure that will operate in tandem with the old analog system until Phase II of the project is completed. Phase I includes equipment installation, integration and commissioning of two new control rooms located at SFGovTV's production facility in room 92 of City Hall. The new control rooms will be equipped with new digital audio and video equipment. Phase I also includes the installation of a new digital video routing switcher, a new Master Control center, video server, automation and the relocation of equipment currently located in room 92 to room 93. The source signals from the City Hall hearing rooms will not be replaced until Phase II, so the system installed during Phase I includes several analog/digital convertors to bridge the old and new equipment.	Regular	09/30/12
3076-09/10	Controller	Increase Amount \$103,000 New Amount \$143,000	The City and County of San Francisco issued an RFP and selected a Contractor to enable the City to print and deliver checks during standard business operations and during an emergency at either a City facility (non-hosted) or at third party Contractor-run facility or service (hosted) consistently, securely and accurately. In addition, the selected Contractor will print and deliver checks in the event of hardware failure, software failure, or power failure during standard business operations and also have the ability to produce and deliver checks in the event of a large scale disaster for the San Francisco Bay Area securely and accurately. A modification of the approved PSC summary is sought to maximized the term of the contract beyond two years.	Modification	07/30/21
4040-10/11	Art Commission	Increase Amount \$8,000,000 New Amount \$9,899,510	In accordance with the City Charter, the San Francisco Symphony will perform concerts. These concerts will take place at the San Francisco Davies Symphony Hall October 2010 - July 2011 with two free concerts at a public park. Concerts will continue at San Francisco Davies Symphony Hall From July 2011 - June 30, 2014, with one free concert at the park each year.	Modification	06/30/14
4023-08/09	Municipal Transportation Agency	Increase Amount \$210,000 New Amount \$1,110,000	To provide an off-site facility to collect pre-employment, post-accident, return-to-duty, reasonable suspicion breath and urine samples during normal working hours and/or after hours for San Francisco Municipal Transportation Agency (SFMTA) employees and contractors and to provide a mobile on-site facility to collect random, reasonable suspicion and post-accident breath and urine collection in compliance with DOT/FTA Drug and Alcohol Testing Regulations.	Modification	11/30/13

**Speakers:**

Mike Fernandez, Department of Public Works spoke on PSC #4037-11/12.

- Action:**
- (1) Adopt the report; Approve request for PSC #4034-11/12 as amended. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)
  - (2) Adopt the report; Approve request for all remaining proposed personal service contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

**0221-11-1 Municipal Transportation Agency's Report on Provisional Appointments. (Item No. 13)**

**Speakers:** None.

**Action:** Adopt the report. (Vote of 3 to 0)

**0222-11-1 Municipal Transportation Agency's Report on Appointments Exempt from Civil Service under Charter Section 10.104.16 through 10.104.18. (Item No. 14)**

**Speakers:** None.

**Action:** Adopt the report. (Vote of 3 to 0)

**0222-11-1 Certification of the highest prevailing rate of wages of Various Crafts and Kinds of Labor Paid in Private Employment in the City & County of San Francisco. (Item No. 15)**

**Speakers:** None.

**Action:** Adopt the report; Forward to the Board of Supervisors. (Vote of 3 to 0)

**0343-09-6 Appeal by Sonya Knudsen of the Human Resources Director's determination of insufficient evidence to support her charge of discrimination – EEO File #1371. (Item No. 16)**

July 18, 2011: Postpone to the meeting of August 15, 2011 at the request of Sonya Knudsen.

August 15, 2011: No action taken.

**Speakers:** None.

**Action:** Postpone to the meeting of October 17, 2011, after 5:00 p.m. at the request of SEIU Local 1021. (Vote of 3 to 0)

**0097-11-6 Appeal by Cecilia Jaroslowsky of the Human Resources Director's determination of failure to allege facts raising an inference of discrimination based on age. (Item No. 17)**

May 16, 2011: Postpone to the meeting of June 20, 2011 by agreement between the Department of Human Resources and Cecilia Jaroslowsky. Stipulate this will be the last continuance granted.

June 20, 2011: Continue to the meeting of July 18, 2011. The motion to: Adopt the report; Sustain the decision of the Human Resources Director; Deny the appeal by Cecilia Jaroslowsky failed. (Vote of 1 to 2; Commissioners Casper and Jung dissent.) Three (3)

votes are needed for Commission action.

July 18, 2011: Postpone to a meeting when all five Commissioners are present; and, when issues of allegations about a flawed process, namely, failure to redact confidential information and to follow the arbitration order have been addressed.

August 15, 2011: No action taken.

**Note:** Commissioner Kate Favetti stated that she reviewed the audio recording and all materials related to this item and that she would be able to make a credible ruling on the matter.

**Speakers:** Janie White, Department of Human Resources  
Cecilia Jaroslowsky, Appellant  
Lois Scott, former President, IFPTE Local 21  
Jim Miller, former employee of the Planning Commission

**Action:** Postpone to the meeting of October 17, 2011; Department of Human Resources and the appellant to submit material related to the confidentiality of the arbitrator's decision. (Vote of 3 to 0)

**0251-11-4 Appeal of Minimum Qualifications and Rejection of an Applicant due to not Meeting the Minimum Qualifications for the Q-60 Lieutenant Examination.**

**Speakers:** Niger Edwards, Department of Human Resources  
Sergeant Lawrence Chan, Appellant  
John Kraus, Department of Human Resources

**Action:** Adopt the report. Sustain the decision of the Human Resources Director; Deny the appeal. (Vote of 3 to 0)

**0252-11-4 Appeal of the Human Resources Director's Decision to Rescind the 7208 Heavy Equipment Operations Supervisor Eligible List. (Item No. 19)**

**Disclosure:** Commissioner Kate Favetti disclosed she is the President of the Westwood Park Homeowners Association and Mike O'Driscoll is a neighbor she had and there was an issue ten years ago involving him which was resolved. She stated that she will be able to make a fair decision on this matter.

**Speakers:** Niger Edwards, Department of Human Resources  
Daniel Harrington, Business Agent, Teamsters Local 853  
Mike O'Driscoll, Operating Engineers Local 3  
Dave Gossman, Business Agent, Operating Engineers Local 3  
John Leal, Appellant  
Francisco Avon Nunez, Appellant  
Carl Spears, Operating Engineers, Local 3

**Action:** Adopt the report. Find that the Human Resources Director's action to cancel the 7208 Eligible List was within the Civil Service Rules and merit system principles and that the cancellation of the 7208 Eligible List is sustained. (Vote of 3 to 0)

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 20)**

President Normandy requested that the Election of Officers be placed on the Agenda for the meeting of October 3, 2011.

He also directed the Executive Officer to explore and work on appropriate remembrance of Commissioner Donald A. Casper and to report in 60 days.

Commissioner Kate Favetti requested during item #17, the appeal of Ms. Jaroslowsky, that the Department of Human Resources submit a written report to the Commission that merit system issues are not addressed in grievance proceedings and if they may have affected promotional issues and promotions that have occurred.

**ADJOURNMENT (Item No. 21)**

5:28 p.m.

- 25 Van Ness Avenue, Suite 720 •
- San Francisco, CA 94102 •
- Phone: 415-252-3247 •
- Fax: 415-252-3260 •
  - Contact Us
  - Contact SFGov
  - 
  - Accessibility
  - 
  - Policies

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PERSONAL SERVICES CONTRACT SUMMARY

DATE: June 20, 2011

DEPARTMENT NAME: Environment DEPARTMENT NUMBER 22

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

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

TYPE OF SERVICE: Pick-up and disposal of residentially generated pharmaceutical waste in San Francisco

FUNDING SOURCE: Grant Funding

PSC AMOUNT: \$75,000 PSC DURATION: 08/01/2011 - 07/01/2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies and equipment as necessary for accomplishing this task.

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

See Attachment

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. It is now feasible due to the availability of funding.

D. Will the contract(s) be renewed:

We expect to re-bid the contract if services are still needed at that time.

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 Rachel C. Bueckle Signature of person mailing/faxing form 6/29/11 Date
Local 1021 Union Name Rachel C. Bueckle Signature of person mailing/faxing form 6/29/11 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:

The hauler must be registered with the CA DPH as a Medical Waste Hauler, and with the CA DTSC as a Hazardous Waste Transporter. The hauler must be in compliance with all applicable state and federal regulations.

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:

Yes; The contractor will provide the proper vehicles for the transportation of pharmaceutical waste. The contractor may also be requested to provide the proper collection bins to be placed at each collection site. Collection bins must be metal mailbox-style drop-boxes, with a two-key design (pharmacist has one key, hauler has the other key). The size of each bin will be determined based on what the hauler has to offer as well as the space constraints of each pharmacy or police station collection site.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because special licensing is needed.

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

No; This is a highly specialized, properly licensed service.

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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E. Has a board or commission determined that contracting is the most effective way to provide this service?

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

Rachel C. Buerkle  
Signature of Departmental Personal Services Contract Coordinator

Rachel Buerkle  
Print or Type Name

355-3704  
Telephone Number

Department of the Environment  
11 Grove St. San Francisco, CA 94102

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## **Additional Attachment**

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

City and County of San Francisco  
Department of the Environment

Request for Proposals for

Pick-up and Disposal of Residentially-generated Pharmaceutical Waste  
in San Francisco



Date issued:  
Proposal due:

OCTOBER 13, 2011  
OCTOBER 27, 2011, 5:00 P.M.

Request for Proposals for Pick-up and Disposal of Residentially-Generated Pharmaceutical Waste  
in San Francisco

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**Appendices:**

- A. HRC Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts, for contacts \$29,000 and over (separate document). Proposers must submit the following forms:

Form 2A HRC Contract Participation form  
Form 3 HRC Non-discrimination Affidavit  
Form 5 HRC 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

RFP for Pick-up and Disposal of Residentially-generated Pharmaceutical Waste in San Francisco

**I. Introduction and Schedule**

**A. General**

The City and County of San Francisco is working with pharmaceutical manufacturers to develop a pilot program to collect residentially generated pharmaceutical waste at pharmacies and police stations. The City is seeking a qualified waste hauler for the pick-up and proper disposal of residentially-generated unused or expired pharmaceuticals.

The contractor will provide the pick-up and disposal of residentially generated, discarded pharmaceuticals collected at designated pharmacies and police stations in San Francisco. Pick-ups must be available on both a regularly scheduled and on-call basis, depending on the collection site's individual needs. The contractor will also provide supplies as necessary for accomplishing this task, such as disposal containers for the collection sites.

The contract shall have an original term of one year with the option to renew for an additional year. The contract amount is estimated at \$75,000.

**B. Schedule**

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	October, 13, 2011
Deadline for submission of written questions or requests for clarification	October 20, 2011
Proposals due	October 27, 2011
Oral interview with firms selected for further consideration	To Be Determined

## II. Scope of Work

### Program Structure:

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

The following are work tasks assumed necessary to properly dispose of San Francisco's residentially-generated pharmaceutical waste. Proposing teams may suggest a modified scope as part of their proposal.

The collection program will consist of approximately 22 sites. The collection sites will be both pharmacies and police stations. Each site will have at least one metal two-key bin (or an approved equivalent), provided by the contractor, in which people will be able to deposit unwanted or expired non-controlled medicines.

The general services to be performed by the contractor will include, but not be limited to, the following:

- 1) Provide two-key metal containers of various sizes to designated collection sites in San Francisco. The size of each container will be determined by each site's specific space constraints, as well as the options the hauler has available.
- 2) Provide on-call or regularly scheduled pick-ups of the bin waste, depending on each site's preference or regular volume collected:
  - a. The Department of the Environment will approve each site's schedule
  - b. Sites will be able to contact the contractor directly to request pick-ups
  - c. Contractor will perform pick up within a timeframe agreed upon in the contract
  - d. The contractor will record, by site, the weight and volume of pharmaceuticals collected during each pick-up
  - e. Records of pick-ups and weight/volume collected by site shall be submitted to the Department of the Environment monthly
- 3) Properly dispose of pharmaceutical waste through medical waste incineration
- 4) All pharmaceutical waste must be managed in strict compliance with Federal, State, and local laws, rules, regulations and orders, including, but not limited to:
  - Federal Controlled Substances Act
  - Resource Conservation and Recovery Act (RCRA)
  - Hazardous Waste Management Act (HWMA)
  - California Medical Waste Management Act
  - Occupational Safety and Health Act (OSHA)
  - San Francisco Health Code regulations, rules and orders of
    - the United States Environmental Protection Agency (EPA)
    - the Department of Transportation (DOT)
    - the State Department of Toxic Substance Control (DTSC)
    - the State Department of Public Health (DPH) and
    - the California Highway Patrol (CHP).

### III. Submission Requirements

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

Proposals must be received by the date and time shown in the schedule. Proposals must be submitted electronically to:

Caitlin.Sanders@sfgov.org

Proposers shall submit two paper copies, separately bound, of required HRC Forms in a sealed envelope clearly marked **Pick-up and Disposal of Residentially-generated Pharmaceutical Waste** to the location below. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered. Postmarks will not be considered in judging the timeliness of submissions. HRC forms may be delivered in person and left with the receptionist or mailed to:

Caitlin Sanders  
San Francisco Department of the Environment  
11 Grove St.  
San Francisco, CA 94102

#### B. Format

The proposal should be limited to 5 pages, not including bios and references.

#### C. Content

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

##### 1. Introduction and Executive Summary

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

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

- a. Overall scope of work tasks including:
  1. Size and variety of collection bins available
  2. Detailed description of collection methods/employee procedures during pick-ups



## RFP for Pick-up and Disposal of Residentially-generated Pharmaceutical Waste in San Francisco

3. Example of the documentation you would provide to a site at the completion of a pick-up
  4. Detailed description of waste processing methods, ultimate method of waste disposal, and all potential disposal facility destinations; and
- b. Schedule and ability to collect within an agreed-upon time frame; and
  - c. Assignment of work within your firm's work team.

### 3. Firm Qualifications

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 limited to one page for each project. If joint consultants or sub-consultants are proposed provide the above information for each.
- d. Any related waste hauler registrations, professional certifications, and licenses.

### 4. Team Qualifications

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project.
- b. Provide a short bios for members of the project team.

### 5. References

Provide references including the name, address and telephone number of at least [3] recent clients (preferably other public agencies).

### 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.

Please provide a fee proposal that includes the following:

- a. Total fee for each of the separate services identified in the Scope of Work, such as provision of equipment, scheduled collections, on-call collections, and disposal, with a not-to-exceed figure for each;

- b. Estimate for the cost of contractor's service per site, including collection, disposal and bins. Itemized costs may be used to negotiate changes in the Scope of Work if necessary.

#### IV. Evaluation and Selection Criteria

##### A. Minimum Qualifications

Proposer must be licensed by the California Department of Public Health as a medical waste transporter and by the state Department of Toxic Substances Control as a hazardous waste transporter.

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

###### Selection Criteria

The proposals will be evaluated by a selection committee comprised of staff with expertise in hazardous and/or medical waste management as well as staff responsible for administering the residential drug take back program. The City will use the criteria outlined below to identify the most suitable firm.

- 1) **Proposal Review – [100 points]** – The application will be reviewed and ranked based on the following factors:
  - a. Project approach [25 pts]– a clear understanding of the tasks to be performed and the proposed schedule for pick-ups.
  - b. Past experience [25 pts]- with similar types of projects/tasks for other agencies
  - c. Cost [30 pts] –that includes per site costs and equipment costs.. The lowest fee will receive the total number of points possible. The other fee proposals will then be scored by dividing the amount of the lowest fee by the fee proposal being scored and then multiplying the result by the total number of points assigned to the fee evaluation criterion.
  - d. References [20 pts]– the relevance of references provided and results of the reference checks
- 2) **Interviews – [100 Points]** – Up to 3 firms with the highest scoring *may be* interviewed by the selection committee (by phone or in person) to make the final selection. If interviews are deemed necessary, the interview will consist of standard questions asked of each proposer, and may include specific questions regarding each individual proposal. The final selection will be based on the oral interview exclusively, and will not factor in the results of the written scores. (If the Department of the Environment and the selection committee determine that interviews are not necessary, the final selection will be based on the written scores exclusively.)

## **V. Contract award**

The Department of the Environment will select a proposer with whom Department of the Environment 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 Department of the Environment, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

## **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 of the RFP will be made by addenda as provided below.

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

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

Caitlin Sanders, Toxics Reduction Program

caitlin.sanders@sfgov.org  
415 355-3757

### **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 Department 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 Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website

## RFP for Pick-up and Disposal of Residentially-generated Pharmaceutical Waste in San Francisco

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 Department 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:

## RFP for Pick-up and Disposal of Residentially-generated Pharmaceutical Waste in San Francisco

- 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

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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 Subconsultant Participation Goals**

There is no LBE subconsulting goal for this project.

**2. 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 HRC 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 HRC 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% discount to an LBE; or a joint venture between or among LBEs; or
- b. A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- c. A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- d. A 10% discount to a certified non-profit entity.

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

### **3. HRC Forms to be Submitted with Proposal**

a. All proposals submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: 1) HRC Contract Participation Form, 2) HRC Non-Discrimination Affidavit, 3) HRC Joint Venture Form (if applicable), and 4) HRC 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 only two copies of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled HRC Forms.

If you have any questions concerning the HRC Forms, you may call Selormey Dzikunu, the Human Rights Commission Contract Compliance Officer for the Department of the Environment at 415-558-4059..

## **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, (§34 in the Agreement); the Minimum Compensation Ordinance (§43 in the Agreement); the Health Care Accountability Ordinance (§44 in the Agreement); the First Source Hiring Program (§45 in the Agreement); and applicable conflict of interest laws (§23 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 HRC's website at [www.sfhrc.org](http://www.sfhrc.org).

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

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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 §43.

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)**

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 [www.sfgov.org/moed/fsdp.htm](http://www.sfgov.org/moed/fsdp.htm) 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:

David Assmann, Deputy Director  
Department of the Environment  
11 Grove Street  
San Francisco, CA 94102

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**Appendix A**  
**Human Rights Commission (HRC) Forms**

Where the forms are on the Internet:

HRC's homepage: <http://www.sf-hrc.org/>

Equal Benefits forms: <http://sf-hrc.org/index.aspx?page=31>

LBE certification form: <http://sf-hrc.org/index.aspx?page=86>

**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](mailto: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 Human Rights Commission 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://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</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://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</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

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Item	Form name and Internet location	Form	Description	Return the form to; For more info
3.	<p>S.F. Administrative Code Chapters 12B &amp; 12C Declaration: Nondiscrimination in Contracts and Benefits</p> <p><a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a></p> <p>In Vendor Profile Application</p>	HRC-12B-101	<p>Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and 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. <b>Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.</b></p>	<p>Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500</p>
4.	<p>HRC LBE Certification Application</p> <p><a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a></p> <p>In Vendor Profile Application</p>		<p>Local businesses complete this form to be certified by HRC as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.</p>	<p>Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500</p>

**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 "Purchasing" and look in "Information for Vendors and Contractors".

RFP for Pick-up and Disposal of Residentially-generated Pharmaceutical Waste in San Francisco

## **Appendix C**

### **Contract Form**

**Where the forms are on the Internet**

**City Contract Form: Agreement for Professional Services**

**<http://www.sfenvironment.com>**

**Our SFEnvironment /Grants & RFPs**

**Sample of a Contract Agreement**

**This link is included so that bidders will have the opportunity to review the City's contract requirements. Bidders are not required to complete this document.**