



Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director

Date: October 3, 2014

To: The Honorable Civil Service Commission

Through: Micki Callahan  
Human Resources Director *[Signature]*

From: William Lee, ECD  
Shamica Jackson/Stacey Lo, PUC  
Sung Kim, DPW  
Joan Lubamersky, ADM  
Tara Madison, DBI  
Diane Lim, ADP  
Cynthia Avakian, AIR  
Danny Yeung, CPC

Subject: **Personal Services Contracts Approval Request**

This report contains eleven (11) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on October 25, 2013.

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 FY2014-2015	Total for FY2014-2015
\$11,380,000	\$17,233,294	\$304,384,701

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San Francisco, CA 94102  
415-558-3866

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San Francisco, CA 94102  
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Department of Public Works  
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Contracts Administration Unit  
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San Francisco, CA 94128  
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San Francisco, CA 94103  
415-575-9042



Edwin M. Lee  
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Human Resources Director

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**POSTING FOR**

October 20, 2014

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

2014-10-20

**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>
41396 - 14/15	DEPARTMENT OF EMERGENCY MANAGEMENT	\$150,000.00	The vendor will provide the Department of Emergency Management with polygraph examinations of final entry Division of Emergency Communications (DEC) candidates. The vendor will also provide written reports for all examined candidates.	January 1, 2015	June 30, 2020
47931 - 14/15	PUBLIC UTILITIES COMMISSION	\$2,000,000.00	To provide for green infrastructure projects: civil engineering, landscape architecture, urban design, survey, and geotechnical services specific to green infrastructure project design and delivery; Planning, research, preliminary engineering, project management, engineering design and support for capital and programmatic green infrastructure projects; Green infrastructure construction management, inspection and maintenance planning and implementation; QA/QC services; Research problems, develop studies, provide technical data analysis, identify conceptual design solutions, execute master plans; Habitat assessment for project placement and plant selection; Cost-benefit analyses to inform capital project selection; Creek daylighting expertise including planning and design services (master planning, urban design, safety and accessibility planning and guidance), technical services (engineering, landscape architecture, geomorphology, modeling, and erosion analysis; Regulatory compliance with and enforcement of the San Francisco Stormwater Management Ordinance, including project processing, design review, research of emerging policy and regulatory issues associated with the National Pollutant Discharge Elimination System Permit, inspection, and enforcement of Maintenance Agreements; Decentralized wastewater treatment analysis and design; Wastewater/stormwater/ energy nexus analysis for capital project optimization; and project planning and design with a focus on water conservation, drought planning, and groundwater recharge planning.	December 1, 2014	December 31, 2018
48499 - 14/15	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$1,600,000.00	As-needed learning and training services to support staff of design, engineering and construction management divisions regarding industry best practices, such as: sustainable design, design-build project delivery, negotiation strategy, technical training, mediation and partnering. The Department of Public Works intends to award up to four contract of up to \$400,000 value each, total contracts not to exceed \$1,600,000.	January 1, 2015	December 31, 2018
49599 - 14/15	GENERAL SERVICES AGENCY - CITY ADMIN	\$150,000.00	Phase 1: Provide peer review for architectural and engineering designs related to the construction of a new Fleet Maintenance Facility Phase 2: Provide oversight for construction management tasks during the construction of the Facility.	October 1, 2014	September 30, 2015
43990 - 14/15	DEPARTMENT OF BUILDING INSPECTION	\$400,000.00	San Franciscans live in one of the world's most at-risk seismic zones – placing a special responsibility upon those who live here, along with key local, state and Federal agencies, to take steps and prepare themselves, and their families, for the next Big One.  Experts predict that a major earthquake will strike San Francisco and the immediate Bay Area in the next 25 years – so we know it is not a question of "IF," but only a matter of "WHEN" we will have to respond to such a disaster, as well as to take steps to help the City recover from any damage and devastation caused by such a natural disaster.  This request is aimed at providing effective community outreach materials to one of the City's largest minority populations – the Chinese community – and specifically to provide helpful preparation and information materials in multiple media outlets, and in the Chinese language, to enable this important segment of our local community to understand what to do in the immediate aftermath of a major earthquake. See attached for complete description.	September 8, 2014	June 30, 2018



TOTAL AMOUNT \$4,300,000

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## Posting For October 20, 2014

### Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2014-10-20

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4126 11/12 - MODIFICATIONS	October 20, 2014	ADULT PROBATION -- ADP	\$890,000	\$1,390,000	San Francisco Adult Probation Department (APD) needs individuals that have dual expertise in reentry and evidence based criminal justice strategies and technical service: facilitation, grant writing, strategic planning, evaluation, capacity building and communications. The expertise of the technical services providers is unique, unrepresented and greatly needed in APD.	09/15/2014	12/31/2017	REGULAR
4127 11/12 - MODIFICATIONS	October 20, 2014	ADULT PROBATION -- ADP	\$0	\$12,500,000	Criminal Justice (CJ) research shows that offender recidivism is reduced when reentry services target "criminogenic needs" and "community functioning factors." The San Francisco Adult Probation Department (APD) seeks to expand local reentry services capacity by working with entities that have expert knowledge of the CJ system and demonstrated success delivering a range of evidence based reentry services including substance abuse treatment, mental health, housing, education and employment services.	06/30/2017	03/31/2020	REGULAR
4056-11/12 - MODIFICATIONS	October 20, 2014	AIRPORT COMMISSION -- AIR	\$200,000	\$650,000	Provide as-needed individualized and small group instruction (e.g. one-on-one instruction and leadership development) to senior and managerial staff, based on the SFO Competency Model, strategic management skills in an aviation environment: aviation and airport strategic planning, aviation financial management and analysis for non-financial managers, execution in a civil service environment, strategic innovation in the public sector, change management, advanced communication skills, and negotiation skills), with an emphasis on achieving the Airport's 5 year strategic goals, organizational objectives and core values. General objectives of the contract are: * Assessment of managerial employees' development and learning needs; * Leadership curriculum development, leadership curriculum implementation; * Recommendation of leadership readiness (and at what stage: from moderately ready to high performer readiness).	09/18/2014	12/31/2016	REGULAR
4158 08/09 - MODIFICATIONS	October 20, 2014	AIRPORT COMMISSION -- AIR	\$90,000	\$652,500	Ongoing representation of the San Francisco International Airport (SFO) before the California State Legislature and Executive Administration to identify and advocate for or against legislation and regulatory matters that impact the Airport. This work requires	10/20/2014	12/31/2016	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					maintaining good relationships with the staff of state legislators.			
38697 - 13/14 - MODIFICATIONS	October 20, 2014	CITY PLANNING -- CPC	\$900,000	\$1,000,000	Grantee (Friends of the Urban Forest) will work with residents, property owners, local neighborhood groups, business, and other interested organizations to publicize, organize (including necessary permitting), and facilitate community engagement with planting street trees and installing sidewalk gardens. Activities may include, and are not limited to: coordinating neighborhood tree planting events; neighborhood notification of tree planting events; assisting property owners in obtaining any necessary permits; removal and disposal of sidewalk; providing trees, plants, and supporting hardware; 18 month of care and maintenance following planting; and engaging community and corporate volunteers in planting efforts.	10/01/2014	12/31/2018	REGULAR
4085-07/08 - MODIFICATIONS	October 20, 2014	PUBLIC UTILITIES COMMISSION -- PUC	\$5,000,000	\$7,500,000	A full service environmental laboratory will provide "as needed" reference laboratory testing of drinking water, wastewater, groundwater, soils, sediments, solids, hazardous waste, and biota (tissues).	03/21/2015	03/20/2020	REGULAR

**TOTAL AMOUNT \$7,080,000**

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Pre-Employment Polygraph Examination Services

Funding Source: General Fund PSC Duration: 5 years 25 weeks

PSC Amount: \$150,000 PSC Est. Start Date: 01/01/2015 PSC Est. End Date: 06/30/2020

1. Description of Work

A. Scope of Work:

The vendor will provide the Department of Emergency Management with polygraph examinations of final entry Division of Emergency Communications (DEC) candidates. The vendor will also provide written reports for all examined candidates.

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

As required by law, the permanent civil service selection process for certain positions include a requirement that candidates submit to and successfully complete a polygraph examination prior to employment. The consequences of denial would prevent the department from hiring DEC candidates.

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. PSC# 3079-10/11 on April 20, 2011.

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

2. Union Notification: On 09/16/2014, 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# 41396 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/20/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:  
Law enforcement polygraph experience and certification from the American Polygraph Association.

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, the vendor would utilize a polygraph machine as well as specialized computer software.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:  
DEM is requesting to contract directly with a contractor to obtain this service because of the specialized skills and on demand nature of the work.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, because this service would be utilized on an as-needed, on demand basis.

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 09/17/2014 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)

**Chan, Grace (ECD)**

**From:** dhr-psscordinator@sfgov.org on behalf of william.lee@sfgov.org  
**Sent:** Tuesday, September 16, 2014 3:32 PM  
**To:** Lee, William (ECD); leah.berlanga@seiu1021.org; gall@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@dirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA); smcgarry@nccrc.org; mitchell@twustf.org; grojo@local39.org; jdluritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@lbew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobe.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Chan, Grace (ECD); Isen, Richard (IIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41396 - 14/15

RECEIPT for Union Notification for PSC 41396 - 14/15 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 41396 - 14/15 for \$150,000 for Initial Request services for the period 01/01/2015 -- 06/30/2020. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/3925> 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)**



Edwin M. Lee  
Mayor

## Department of Emergency Management

1011 Turk Street, San Francisco, CA 94102

Division of Emergency Communications  
Phone: (415) 558-3800 Fax: (415) 558-3843

Division of Emergency Services  
Phone: (415) 487-5000 Fax: (415) 487-5043



Anne Kronenberg  
Executive Director

### MEMORANDUM

**TO:** Suzanne Choi, DHR PSC Coordinator  
Department of Human Resources

**FROM:** William Lee, Deputy Director of Administration and Support  
Department of Emergency Management

**DATE:** September 17, 2014

**RE:** PSC Duration Exceeding 5 Years – Polygraph & Psychological Exams

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The Department of Emergency Management (DEM) has submitted two PSC requests (#41396-14/15 and #41436-14/15) for professional services related to the hiring of 9-1-1 Operations personnel.

DEM provides the 911 emergency and non-emergency Police, Fire and emergency medical call taking and dispatch services for the City and County of San Francisco. In order to fulfill these critical public safety functions, DEM maintains a minimum staffing model for a 24x7x365 operating call center. The most integral component for staffing the 9-1-1 center is the availability of dispatch staff.

To that end, DEM has worked with the Mayor's Budget Office to develop a long-term dispatcher hiring plan. Because public safety communications dispatchers are subject to California Peace Officer Standards and Training (POST) requirements, all new hires must complete the following recruitment criteria:

- Successful completion of a Polygraph Exam
- Successful completion of a Psychological Evaluation
- Successful completion of a Background Investigation

Given the stringent requirements above, DEM is requesting that the duration of these PSC requests be allowed to exceed five (5) years in order to ensure consistency in the Department's hiring process for public safety communications personnel.

If you have any questions regarding this matter, please feel free to contact me at 415-558-3866.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 04/18/2011

DEPARTMENT NAME: Emergency Management DEPARTMENT NUMBER: 77

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

TYPE OF REQUEST:

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

TYPE OF SERVICE: Pre-Employment Polygraph Examination Services

FUNDING SOURCE: General Fund (1G-AGF-AAA)

PSC AMOUNT: \$27,000.00 PSC DURATION: 07/01/2011 to 06/30/2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work: The vendor will provide the Department of Emergency Management with polygraph examinations of final entry Division of Emergency Communications (DEC) candidates. The vendor will also provide written reports for all examined candidates.

B. Explain why this service is necessary and the consequences of denial: As required by law, the permanent civil service selection process for certain positions include a requirement that candidates submit to and successfully complete a polygraph examination prior to employment. The consequences of denial would prevent the department from hiring DEC candidates.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): PSC# 3091-06/07.

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):

Handwritten entries for Union Name, Signature of person mailing / faxing form, and Date for two unions: L21 and MEA.

RFP sent to N/A on [ ] on [ ] Signature [ ]

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3079-10/11

Approval Date: 4/20/11

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

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise: Law enforcement polygraph experience and certification from the American Polygraph Association.
- B. Which, if any, civil service class normally performs this work? There are no civil service classifications that perform polygraph examinations.
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: Yes, the vendor would utilize a polygraph machine as well as specialized computer software.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable: DEM is requesting to contract directly with a contractor to obtain this service because of the specialized skills and on demand nature of the work.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain: No, because this service would be utilized on an as-needed, on demand basis.

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:

*[Handwritten Signature]*

Signature of Departmental Personal Services Contract Coordinator

*WILLIAM LEE*

Print or Type Name

*415-558-3866*

Telephone Number

*1011 TUPAC ST.*

*SF, CA 94102*

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: As-Needed Planning and Design Services for Green Infrastructure (CS-1000)

Funding Source: Sewer System Improv Prog Funds PSC Duration: 4 years 4 weeks
PSC Amount: \$2,000,000 PSC Est. Start Date: 12/01/2014 PSC Est. End Date: 12/31/2018

1. Description of Work

A. Scope of Work:

To provide for green infrastructure projects: civil engineering, landscape architecture, urban design, survey, and geotechnical services specific to green infrastructure project design and delivery; Planning, research, preliminary engineering, project management, engineering design and support for capital and programmatic green infrastructure projects; Green infrastructure construction management, inspection and maintenance planning and implementation; QA/QC services; Research problems, develop studies, provide technical data analysis, identify conceptual design solutions, execute master plans; Habitat assessment for project placement and plant selection; Cost-benefit analyses to inform capital project selection; Creek daylighting expertise including planning and design services (master planning, urban design, safety and accessibility planning and guidance), technical services (engineering, landscape architecture, geomorphology, modeling, and erosion analysis; Regulatory compliance with and enforcement of the San Francisco Stormwater Management Ordinance, including project processing, design review, research of emerging policy and regulatory issues associated with the National Pollutant Discharge Elimination System Permit, inspection, and enforcement of Maintenance Agreements; Decentralized wastewater treatment analysis and design; Wastewater/stormwater/ energy nexus analysis for capital project optimization; and project planning and design with a focus on water conservation, drought planning, and groundwater recharge

B. Explain why this service is necessary and the consequence of denial:
If this contract is denied, the schedule of urgent projects within Sewer System Improvement Program (SSIP) will be impacted and will delay crucial planning work performed by the Wastewater Enterprise. The San Francisco Public Utilities Commission (SFPUC) will not be able to meet our goals to successfully deliver the projects and undertake specified planning tasks for SSIP.

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 have not been provided in the past. There are no as-needed green infrastructure design service contracts or creek daylighting service contracts that exist to date that satisfy this scope of work. These are relatively new technologies and planning activities for the City.

D. Will the contract(s) be renewed? The contract may be renewed depending on future planning needs.

2. Union Notification: On 08/25/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Architect & Engineers, Local 21,

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47931 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/20/2014

Civil Service Commission Action:



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

A. Specify required skills and/or expertise:

Specialized expertise includes integrated watershed planning, civil engineering, and landscape design services; planning, designing, and delivering cutting-edge green infrastructure projects at the national level; experience participating on national green infrastructure policy or technical committees; and experience with built green infrastructure projects in dense urban environments. For design services, expertise includes urban creek daylighting with built projects.

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

5211,5207,5203,5620,5602,6317,

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

No.

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

A. Explain why civil service classes are not applicable:

The civil service classes specified above are applicable and will participate in the upcoming design service contracts. However, the consultants will provide specialized green infrastructure design and engineering expertise and experience to City Staff.

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

Due to the specific nature of these green infrastructure projects, it would not be practical because only short-term support is required at this time.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? There will be ongoing training for 12 City engineers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 09/24/2014 BY:

Name: Stacey Lo Phone: 415-554-1860 Email: SLo@sfgwater.org

Address: 525 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

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

## Lo, Stacey

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**From:** dhr-psccordinator@sfgov.org on behalf of SLo@sfgwater.org  
**Sent:** Monday, August 25, 2014 12:11 PM  
**To:** Lo, Stacey; L21PSCReview@ifpte21.org; Lo, Stacey; Isen, Richard; DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47931 - 14/15

RECEIPT for Union Notification for PSC 47931 - 14/15 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47931 - 14/15 for \$2,000,000 for Initial Request services for the period 12/01/2014 – 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/3832> 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: GENERAL SERVICES AGENCY - PUBLIC WORKS – DPW Dept. Code: DPW

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: As-Needed Learning and Training Services

Funding Source: Interdepartmental work orders PSC Duration: 4 years  
PSC Amount: \$1,600,000 PSC Est. Start Date: 01/01/2015 PSC Est. End Date: 12/31/2018

**1. Description of Work**

A. Scope of Work:

As-needed learning and training services to support staff of design, engineering and construction management divisions regarding industry best practices, such as: sustainable design, design-build project delivery, negotiation strategy, technical training, mediation and partnering. The Department of Public Works intends to award up to four contract of up to \$400,000 value each, total contracts not to exceed \$1,600,000.

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

These services are needed as the design, engineering and construction industry's practices and technologies have advanced. As such, the department must remain competitive in order to be a provider of choice in these areas. Denial would result in a lack of current industry knowledge/best practices and the possible loss of contracts/work for the department. Additionally, the Mayor has directed the department to provide partnering on all large projects; denial would inhibit our ability to do so.

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.  
In the past, individual employees would enroll in outside training courses regarding industry trends. As advancements have been made in these industries, the department must recognize that all of our staff requires training on these advancements. Regarding partnering, for large projects, partnering facilitation has been provided by an outside firm or consultant through the general contractor. See attachment for complete response.

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

2. **Union Notification:** On 09/09/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48499 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/20/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

Trainers/consultants are professional subject matter experts in various disciplines within the design, engineering and construction management fields. The skills and expertise required vary but are all within these fields.

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:

Our current workforce is in need of education and training on the most current advancements within the areas of design, engineering and construction management. Wherever possible, the department utilizes our own staff to train each other but advancements in technology, sustainable building practices, design build project delivery and negotiation, mediation and partnering best practices require all staff to be trained/given continuing education in these areas.

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

No. Advancements in technology, sustainable building practices, design build project delivery and negotiation, mediation and partnering best practices require a third party consultant with up-to-date expertise to train our staff.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 09/24/2014 BY:

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

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

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

## Kim, Sung

---

**From:** dhr-psccordinator@sfgov.org on behalf of sung.kim@sfdpw.org  
**Sent:** Tuesday, September 09, 2014 11:40 AM  
**To:** Kim, Sung; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Kim, Sung; richard.isen@sfgov.org; DHR-PSCCoordinator, DHR  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48499 - 14/15

RECEIPT for Union Notification for PSC 48499 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 48499 - 14/15 for \$1,600,000 for Initial Request services for the period 01/01/2015 - 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/3836> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

Attachment to PSC Form 1

Additional Responses for PSC #48499-14/15

**Section 1C:** On smaller projects, the department has utilized in-house staff to facilitate partnering sessions but as the number of our projects has significantly increased, our in-house staff needs support.

**Section 5B:** The training will consist of classroom and on-the job and will be delivered intermittently due to staff's project delivery deadlines. The goal is to provide all staff within design, engineering and construction management divisions at least five to ten hours of continuing education/training/support. Staff in design, engineering, and construction management divisions, including but not limited to architects, engineers, construction managers and project managers.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM Dept. Code: ADM

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: New Fleet Facility peer review of design and constuction management

Funding Source: Word order funds PSC Duration: 52 weeks  
PSC Amount: \$150,000 PSC Est. Start Date: 10/01/2014 PSC Est. End Date: 09/30/2015

**1. Description of Work**

A. Scope of Work:

Phase 1: Provide peer review for architectural and engineering designs related to the construction of a new Fleet Maintenance Facility  
Phase 2: Provide oversight for construction management tasks during the construction of the Facility.

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

If General Services Agency (GSA)-Fleet does not vacate its present facility and move into a new facility by May 2016, The San Francisco Public Utilities Commission will face significant Regulatory penalties. The peer review will ensure that City staff utilize industry best practices for the design and construction of a unique Fleet Maintenance Facility. City staff last designed such a facility over 50 years ago, and welcomes the peer review.

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

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

**2. Union Notification:** On 08/20/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49599 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/20/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:  
Architectural, Civil Industrial and Mechanical Engineering, Construction Management during the development of conceptual and construction designs. Essential understanding of applicable industry best practices, safe work environments, utilization of technologically advanced vehicle repair equipment and supporting infrastructures.

B. Which, if any, civil service class(es) normally perform(s) this work?  
5241,5268,

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:

After consulting with the Department of Public Works Bureau of Architecture, we all believe that an understanding of Fleet Maintenance best practices, equipment and work flow is essential to create a viable project design and ensure that construction proceeds according to unique design standards associated with fleet maintenance facilities. City staff do not have this knowledge. Civil service classes have architectural and engineering skills, but not specialized knowledge of fleet management operations and requirements.

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

No. The current facility was constructed 50 years ago. The new facility will exist for many years into the future. Knowledge and skills are unique to fleet management needs.

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

YES NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 09/22/2014 BY:

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: One Carlton B. Goodlett Place, Room 362 San Francisco, CA 94102



# Receipt of Union Notification(s)

**Lubamersky, Joan (ADM)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org  
**Sent:** Wednesday, August 20, 2014 3:17 PM  
**To:** Lubamersky, Joan (ADM); L21PSCReview@ifpte21.org; Lubamersky, Joan (ADM); Iser, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49599 - 14/15

RECEIPT for Union Notification for PSC 49599 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 49599 - 14/15 for \$150,000 for Initial Request services for the period 10/01/2014 – 09/30/2015. 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/3823> 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)**

**General Services Agency  
City and County of San Francisco**

**Request for Proposal No. 98000 for**

**Central Shops Consulting Support Services**



<b>RFP Issue Date:</b>	<b>June 12, 2014, Thursday</b>
<b>Pre-proposal conference:</b>	<b>June 26, 2014, Thursday, 10:00 a.m.</b>
<b>Questions Due:</b>	<b>July 10, 2014, Thursday, 2:00 p.m.</b>
<b>Proposal due:</b>	<b>July 24, 2014, Thursday, 2:00 p.m.</b>
<b>Oral Interview:</b>	<b>August 8, 2014, Wednesday, 10:00 a.m.</b>

Request for Proposals for Central Shops Consulting Support Services

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**Appendices:**

- A. Statement of Minimum Qualifications
- B. Services to be provided by Contractor
- C. City and County of San Francisco FMD Space Needs Assessment Report
- D. Contract Monitoring Division Attachment 2 – Requirements for Architecture, Engineering and Professional Service Contracts

Proposers must submit the following forms:

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

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

- Form 4 Joint Venture Participation Schedule

- E. 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.
- F. Sample Agreement for Professional Services (form P-500)
- G. First Source Hiring Agreement

**Section I**  
**Introduction, Schedule and Budget**

**A. Introduction**

1. The City and County of San Francisco, General Services Agency's Central Shops ("City"), is responsible for maintaining over 7,000 individual vehicles and pieces of equipment in the City's vehicular fleet. The vehicles include Fire engines, Police cruisers, heavy construction equipment, sedans, parking control light duty vehicles and small miscellaneous equipment. This work has been performed at 1800 Jerrold St. in San Francisco for the past 50 plus years. The City is now in the process of leasing a new facility (the "Project") in order to move Central Shops operations. We envision that the owner of the property (the "Developer") will design, and renovate the proposed new facility on a turn-key basis prior to City occupancy.

In anticipation of this process the City is soliciting Proposals ("Proposals") from qualified design/project management consulting firms, teams, joint ventures, joint associations, or LLCs (hereinafter "Proposer" or "Contractor") to provide Consulting Support Services to the City. Support services have been organized into two phases: Phase 1, Support Services during Design and Phase 2, Support Services during Construction. Phase 1 services will include advice in connection with design criteria and design development for the proposed new Fleet Maintenance Facility. Phase 2, if authorized by modification of the Agreement after the environmental review process for the proposed Project is complete, would involve services on behalf of the City during construction of the proposed Project. We anticipate the project to be designed and completed by May, 2016. The City anticipates awarding an agreement for Phase 1 services by September, 2014 or as soon as Project design commences. The agreement will include an option to modify the agreement to authorize Phase 2 services. See section I.D of this RFP for more information regarding the option to modify and the environmental review process under CEQA.

2. Proposers who meet the minimum qualifications (Appendix A) and possess relevant experience for the Services to be provided by Contractor set forth in Appendix B of this RFP are encouraged to submit a Proposal.
3. The City will evaluate submitted Proposals using the specific evaluation criteria set forth in this document, and the City reserves the right to reject or cancel the Request for Proposal in whole or part.
4. Contractor shall provide professional services in an agreed upon schedule, as well as respond to requests for services on short notice (less than 36 hours).
5. The following is a partial list of proposed Project services which may require consulting services under this contract:

Phase 1:

- a) Review existing space assessment report and in that context provide input in the form of a peer review on proposed design criteria, review preliminary designs prepared by Developer, and make appropriate comments/recommendations based on the City's needs and interests;
- b) Provide Peer Review on behalf of the City with the Developer's project architectural/engineering team on proposed project specifications and construction drawings;

Phase 2 (only if authorized by amendment, see section I.D):

- c) On behalf of the City provide consulting services during construction to monitor Developer's compliance with design criteria and construction specifications for the duration of the project up to and including final and complete occupancy;
  - d) Collaborate on behalf of the City with the Developer and inform the City if as-built construction deviates from approved construction specifications;
  - e) Attend all progress meetings for the duration of the proposed project;
  - f) Submit weekly reports to the City summarizing progress, RFIs submitted, and recommendations to approve or deny Change Orders;
6. The professional work products to be delivered may include, but are not limited to:
- a) Comments and suggestions for design criteria and Design Drawings;
  - b) Comments and suggestions for Construction Specifications and drawings;
  - c) Evaluation for Project Cost Estimates;
  - d) Inform the City when project schedule deviates by more than 5 calendar days;
  - e) Evaluation of Change Order Requests; and
  - f) Progress Reports.
7. As used in this RFP, the term "Proposer," "Contractor," or "Prime" refers to any entity submitting a response to this RFP and may be comprised of any combination of a Prime or joint venture. "Key Subcontractor" shall mean one of

the individual firms who have joined with the Prime to become part of the Proposer's Team within the proposal. Experience and qualifications shall be evaluated based on the combined experience and qualifications of the Proposer's Team.

**B. Schedule**

<b>Request for Proposal Phase</b>	<b>Date</b>
RFP is issued by the City:	June 12, 2014, Thursday
Pre-Proposal Conference:	June 26, Thursday, 10:00 a.m.
Deadline for submission of written questions or requests for clarification:	July 10, 2014, Thursday, 2:00 p.m.
Proposal Package due:	July 24, 2014, Thursday, 2:00 p.m.
Oral Interviews:	August 8, 2014, Wednesday, 10:00 a.m.

**C. Budget**

The City anticipates awarding a contract for Design Consulting and Construction Conformance Support Services for the construction of the new CCSF GSA-Fleet Maintenance Facility for duration not to exceed two years. The estimated value of the contract is not to exceed \$150,000 for Phase 1 services. The contract dollar amount awarded does not represent a guaranteed revenue source for the successful Proposer. The City reserves the right to commence, terminate, reduce, or extend the Proposers' Services at any time in response to changing needs.

**D. Environmental Review Process; Option to Modify for Phase 2 Services or Cancel Project and Terminate Agreement**

The potential environmental impacts of the proposed Project must be evaluated through the CEQA review process. As of the issuance of this RFP environmental review has not commenced. Phase 2 services will not be authorized under this Agreement, and construction work on the Project will not commence, unless and until all of the following conditions are not met: (i) the City has completed any required CEQA review and finalized the CEQA review document or determination; (ii) the City has approved the Project; and (iii) the City has exercised the option for Phase 2 services, modified the Agreement and notified the Developer that it may begin construction work. Until the CEQA review process is completed, the City retains sole and absolute discretion to, among other things, make such modifications deemed necessary to mitigate significant environmental impacts, include mitigation measures as part of the Project, select other feasible alternatives to avoid such impacts, balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided, or determine not to proceed with the proposed Project. In response to the environmental review process, the City may elect at any time not to proceed with



or to substantially modify the proposed Project, and reserves the right to terminate this Agreement at any time in response to information obtained during the environmental review process.

If the City does not exercise the option for Phase 2 services, then the provisions of this Agreement with respect to the performance of Phase 2 services shall not become operative and the City will terminate this Agreement. In the event of such termination, the close-out of the Agreement will be administered under the termination for convenience provisions of the Agreement (Appendix F, section 21).

For the duration of the Agreement term, design-related services and construction work, if any, will need to incorporate any alterations, procedures or alternatives identified and adopted during the CEQA review process, and the Project will not proceed if the City does not approve the Project following completion of the CEQA review. The design will evolve and change throughout the CEQA process, and the Contractor will be required to address the changing requirements when performing Phase 1 services.

## **SECTION II SERVICES TO BE PROVIDED BY CONTRACTOR**

The Services to be provided by Contractor are described in Appendix B to this RFP. Appendix B is to be used as a guide for the anticipated Work, but does not contain a final list of all the services that may be assigned or needed. It is anticipated that during the contract period Periodic Task Orders will be issued further specifying Tasks related to Phase 1 and as needed for Phase 2. A modified version of Appendix B shall become Appendix A of Agreement between the City and the Contractor and will be used as a guide for services completed.

## **SECTION III SUBMISSION REQUIREMENTS**

### **A. Time and Place for Submission**

The Proposal package must be received no later than, **Thursday July 24, 2014** at the following address:

Dan McKenna  
c/o Office of Contract Administration  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**Please be advised that Proposals delivered after the deadline will not be considered and returned to the Proposer. It is advised that delays caused by delivery agents will not be considered as a legitimate excuse for late submittals. Postmarks shall not be considered as meeting the stated deadline.**

**B. Format and Content of Proposal Package**

The Proposal package is made up of six (6) envelopes listed in this subsection.

1. Envelope 1: Proposers shall submit one (1) unbound copy of the completed and signed copy of its Statement of Minimum Qualifications, in an envelope clearly marked "Envelope 1 – Statement of Minimum Qualifications for Request for Proposal xxx, Central Shops Consulting Support Services."
2. Envelope 2: Proposers shall submit one (1) copy of ALL of the required CMD forms (Appendix C – CMD Attachment 2) in envelope clearly marked "Envelope 2 - CMD DOCUMENTS for Request for Proposal No. xxx for Central Shops Consulting Support Services." CMD forms to be submitted include: Form 2A, Contract Participation Form, Form 2B - CMD "Good Faith Outreach" Requirements Form, Form 3, Compliance Affidavit, and Form 4, Joint Venture Form (if applicable) and CMD Form 5, Employment Form.
3. Envelope 3: One (1) unbound copy of First Source Hiring Agreement (Appendix F) in a separate envelope clearly marked "Envelope 3 – First Source Hiring Agreement for Request for Proposal No. xxx for Central Shops Consulting Support Services." **NEW REQUIREMENT**
4. Envelope 4: Proposers shall submit four (4) spiral-bound copies of the Proposal in an envelope or box clearly marked "Envelope 4 - Proposal No. xxx for Central Shops Consulting Support Services." **Do not submit your Proposal in a three-ring binder.**
  - a. Print proposal double-sided to the maximum extent practical and spiral bind the technical Proposal.
  - b. For word processing documents, the City prefers that text be justified and use a serif font (e.g., Times New Roman), and that pages have margins of at least 1" on all sides (excluding headers and footers). If your response is lengthy, include a Table of Contents.
  - c. Pages shall be no larger than letter size (8 ½ by 11 inches) or, if folded to that dimension, twice letter size (11 by 17 inches). Attachment pages shall also be no larger than letter size (8 ½ by 11 inches) or, if folded to that dimension, twice letter size (11 by 17 inches).

5. Envelope 5: Proposers shall submit two (2) unbound copies of the rate schedule in a separate envelope clearly marked "Envelope 5 - Rate Schedule for Request for Proposal 98000 – Central Shops Consulting Support Services." Do not submit your rate schedule Proposal in a three-ring binder.
6. Envelope 6: Submit an electronic version of the complete proposal package on a single CD or USB flash drive. Place the CD or USB flash drive in a separate envelope clearly marked "Envelope 6 - CD or USB Flash Drive for Request for Proposal 98000 – Central Shops Consulting Support Services." In the case of a discrepancy between the electronic and the written proposal the written proposal shall prevail.

**C. Statement of Minimum Qualifications**

Proposers shall complete and submit the Statement of Minimum Qualifications identified as Appendix A to this RFP. In order to have their proposal considered for scoring, Proposers shall be able to answer "yes" to each of the questions posed on Appendix A and shall sign the document under penalty of perjury.

**D. Content of the Technical Proposal**

The selected Proposers will be responsible for accomplishing Services to be provided detailed in Appendix B of this RFP. Proposers must submit the following requested information, **in the order specified**. Proposers should use tabs to help organize the Proposal in the same format as this RFP. It is recommended that the Proposal be concise so as to limit the Proposer's preparation effort. Do not include generic marketing materials.

**1. Tab 1. Cover Letter and Executive Summary (Maximum of 2 pages)**

- a. Provide a cover letter containing an introduction and executive summary of the Proposer's team. The executive summary portion of the letter should set forth the Proposer's vision for delivering Design Consulting Support and (if authorized through contract modification) Construction Conformance Services. The letter must be signed by a person authorized by the Proposer to obligate the Proposer to perform the commitments contained in the Proposal. Submission of the letter will constitute a representation by the Proposer that the Proposer is willing and able to perform the commitments contained in the Proposal.
- b. Indicate whether the lead Proposer is a single entity, partnership, or corporation. Identify whether the Proposal team is a joint venture or other legal entity recognized in the State of California. If the team is a joint venture, provide an executed copy of the joint venture agreement. The joint venture agreement will not be included in the page count.

- c. Identify the name of the contact person, his or her title, telephone number, facsimile number, email address, and a brief description of his or her role on the proposed team. The contact person must be a key team member. If a joint venture, the contact person must have the authority through the joint venture agreement to be the contact person to act on behalf of the joint venture.
- d. By submission of the Proposal and signature of the authorized person, the Proposer affirms the following:
  - 1) The Proposer agrees to commit and assign the Project Manager and key personnel identified in its Proposal to manage the Contract. The Proposer also agrees that when a discipline is required for a particular phase of the Project, the Key Subcontractor listed for that discipline will be used for the Work except in extenuating circumstances to be approved by the City Project Manager. Those individuals identified in the Proposal as the Project Manager and key personnel along with the Key Subcontractors are the Proposer's Team, and the Proposer, after having been awarded an Agreement through this RFP is the "Contractor." A successful Proposer is hereinafter referred to as the "Contractor."
  - 2) The Proposer acknowledges that if it is selected as the Contractor, its selection was based, in part, on the team the Proposer submitted in the response to this RFP. Therefore, the City will not approve any requests for substitution of the Project Manager or other key personnel during the term of the Contract, except for extenuating circumstances (e.g., illness or departure from the Project Manager's company). If any substitution of the Project Manager or any of the key personnel as submitted with the Proposal is required, the Contractor shall propose a replacement in writing to the Project Manager for approval.
  - 3) If necessary, and after following the appropriate procedure, the Contractor shall replace the Project Manager or key personnel departing from the Contract or departing from his/her assigned role in the Contract with an individual of comparable experience on a non-temporary basis within thirty (30) calendar days of their departure. Failure to replace the Project Manager or other key personnel shall not relieve the Contractor of its obligation for full performance of the Central Shops Consulting Support Services Contractor.
  - 4) The Proposer agrees that each professional assigned to work on this Contract will maintain current certifications or licenses in their respective discipline.

**2. Tab 2. Description of Proposers Qualifications and Experience (Maximum of 15 pages)**

The Proposer must demonstrate a full range of technical and managerial disciplines and capabilities associated with providing facility design-related services for fleet maintenance facilities. The Proposer must successfully demonstrate its ability to provide Project Design and Construction Conformance Consulting Support Services.

- a. Proposer Qualifications: Proposers responding to this RFP must clearly identify the Prime Contractor and Subcontractors that make up the team and describe the administrative responsibilities and duties that may be required of the Proposer.
- b. The Proposer must possess a minimum of five (5) years of verifiable experience<sup>1</sup> that demonstrates the capability to provide Central Shops Consulting Support Services. The Proposer must either individually, or collectively, demonstrate relevant expertise to successfully perform their role and responsibilities described in Appendix B of this RFP.
  - 1) Provide a matrix describing all of the services available from the Proposer. Matrix shall include all of the services available from each subcontractor firm, clearly delineated as to which firm is providing the service.
- c. The Proposer must have successfully designed at least five (3) Fleet Maintenance Facility projects within the last 8 years and was the lead for construction management on five (5) Fleet Maintenance facility projects within the last 8 years. Provide a one-page project summary for each project submitted with the following information for each project:
  - 1) Identify which firm is submitting the project
  - 2) The name of the project
  - 3) The client name
  - 4) The client contact information – telephone number and current email address

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<sup>1</sup> The City will credit the experience of a Prime Proposer's or Lead JV Partner's owner, partner or principal officer toward the 5-year professional experience requirement specified in 2.b, above, if and only if the following requirements are met: (i) the individual is not designated to fill a Key/Lead Team Member role identified in this RFP; (ii) the Proposer demonstrates, to the City's satisfaction, that the individual's prior experience with another firm or group is representative of Proposer's performance on this Project based on the individual's present management/supervisory role with the firm and the individual's anticipated involvement in the management and supervision of the services to be performed; and (iii) the individual has been employed by or associated with (i.e., as owner or partner) the firm or group for at least one year prior to the due date for Proposals submitted in response to this RFP.

- 5) The scope services provided
  - 6) The total dollar value of the project
  - 7) The total dollar value of the firm's contract
  - 8) The project start and end dates
  - 9) Indicate if the services were provided on an as-needed basis.
- d. Identify the office location from which the Proposer will work directly with the City. Indicate all former names, if any, under which the Proposer has conducted business and the years of operation under each name.

**3. Tab 3. Identification of Proposed Key Project Personnel (Maximum of 10 pages)**

"Key Personnel" is defined as those members of the Proposer's Team, including personnel of Key Subcontractors, who will have direct, hands-on responsibility within their respective disciplines for the firm's professional services as described in Appendix B. For all "Key Personnel," provide no more than a one-page resume for each individual that demonstrates the following:

- a. Resumes shall include the following information (Resumes are not part of the page count):

First, middle initial and last name

- 1) Contact information
- 2) Position with firm
- 3) Years of Experience (a minimum of five [5] years of experience performing professional work associated with their discipline is required)
- 4) Years of Experience with the current Firm
- 5) Education
- 6) Current Professional registration and/or certifications as a licensed Architect, and/or
- 7) Role on this Project with estimated percentage of time available to work on this Project
- 8) Demonstrate their knowledge of current local, State, and Federal environmental regulations

- b. Provide up to three (3) relevant references with the following information:

- 1) Client Name
- 2) Phone Number
- 3) Email Address

- c. Provide up to three (3) relevant projects completed within the last five (5) years and provide the following information:

- 1) Title and location of project (City and State)
  - 2) Year completed for professional services
  - 3) Year completed for construction services
  - 4) Brief description of project and specific role as it relates to this project
  - 5) State if work was completed with current firm
- d. Provide a proposed organization chart illustrating the structure of the Proposer's Team and reporting relationships of the Team for the Agreement. Describe each proposed position title and describe the duties and responsibilities for each position that will report directly to the Project Manager.
- 4. Tab 4. Statement of Approach (Maximum of 10 pages)**
- a. Using the Services to be provided described in Appendix B of this RFP, describe the Proposers approach to providing Project Design Consultation and Construction Conformance for a Fleet Maintenance Facility as a consultant to the City. Refer to Appendix C (City and County of San Francisco FMD Space Needs Assessment Report) in order to draft your approach for this proposed project.
  - b. Describe how the Proposer would provide the depth of technical services required for this Contract.
  - c. Describe Proposers understanding of the major issues involved in the design, renovation and construction of Fleet Maintenance Facilities and how the Proposer would address them on behalf of the City.
  - d. Describe Proposers experience with relevant local building codes, State/Federal regulatory codes related to Fleet Maintenance Facilities that may include fueling stations, and incorporating/addressing the results of environmental review process(es) under CEQA into project designs.
  - e. Describe Proposers approach to providing cost analysis during design and schedule management during construction for the proposed Project.
  - f. Approach to coordination of multi-discipline design components provided by various manufacturers.
  - g. Approaches to reviewing design contract documents that may include scope of work narratives, program or project requirements, rough order of magnitude cost estimates and schedules, and drawings.
  - h. Approach to monitoring and informing the City for changes to scope of work and/or personnel during a Project.

- i. Approach to communication with the City team.
- j. Proposed management tools and how they would be implemented.
- k. Approach to project controls, including cost and schedule management. Provide a sample cost report and schedule report from a current or previously completed project. These reports shall be included as an appendix in the Proposal and will not be included in the page count.
- l. Approach to providing reports to the City team. Provide a sample project report from a current or previously completed project. This report shall be included as an appendix in the Proposal and will not be included in the page count.

**5. Oral Interview**

- a. Following the evaluation of the proposals, up to **three (3)** Proposers receiving the highest scores for the proposal will be invited to an oral interview. The score given to each Proposer by the evaluation panel for its written proposal will be used to determine the shortlist of highest ranked teams who will be invited for oral interviews. In the event of a tie for the third place position, the City may invite all tied proposers even if it results in more than three proposers being invited to interview.
- b. After the oral interviews, the proposing teams will be re-ranked by combining the scores from the written submittal and the oral interview. The City anticipates awarding a contract to the highest ranked team after oral interviews and pending successful negotiations.
  - i. Oral interviews will be conducted by the evaluation panel and will be up to sixty (60) minutes in length.
  - ii. The proposed Key Personnel that will be assigned to the Contract must be present at the oral interview. No other staff such as sales, marketing, or management shall be allowed to participate in the oral interview.
- c. The Proposers may prepare a brief presentation to introduce the team members (5 minutes maximum).
- d. During the first segment of the oral interview process the Proposers shall be required to demonstrate their involvement in the design/renovation of one Fleet Maintenance Facility within the last three years. It is expected that the proposer will explain how they brought innovative designs to the project, worked collaboratively with their clients, and brought a completed design to the construction phase within their stated timelines.



- e. During the second and last segment of the oral interview process the Proposers shall be required to demonstrate their involvement in construction management or oversight for a Fleet Maintenance facility project within the last three years. Even though the City is not seeking direct construction management services, the proposer should be able to demonstrate the skill sets needed to advise the City as issues arise during the construction of the new facility. It is expected that the proposer will explain how they kept the project on budget, how they kept the project on schedule, how they maintained construction records, and how they worked collaboratively with regulatory agencies, the general contractor, and their client.
- f. Oral interview scoring will be based on the success of the projects described, the similarity to the Central Shops Fleet Maintenance Facility Project, and the Proposers ability to communicate in a clear and concise manner. Proposers will be evaluated on the following categories. The following descriptions are provided as a general guide to assist proposers in preparing for the interview:
  - 1) Approach to Problem Solving: Proposer's approach to how a problem was identified during their project example, and methodology of how they approach and solve the problem.
  - 2) Communication/Collaboration: How clearly the Proposer's team communicated during the project they described.
  - 3) Technical/Management Expertise: How similar the described project is to the Shop Project.

**6. Rate Schedules**

- a. The Proposer shall provide a table of proposed position classifications and associated base hourly rate maximums for all team members that are proposed for work on this contract. When detailing the range of rates for each proposed classification, provide a break down for rates as follows: base hourly rate and an indirect cost rate for home office and field (on-site) work.
- b. The hourly rate maximums shall be provided for the various categories of labor that may be required to perform the services described in this RFP. If the services of a specialized professional are not listed in the schedule of hourly rates and is required, the hourly rate for such a professional shall be established by mutual agreement between the City and the Proposer. These rates which may be negotiated by the City prior to Contract award and will be used by the Contractor throughout the term of the Contract.
- c. The Contractor will be allowed a fee markup not-to-exceed two percent (2%) on the work of first tier subcontractors.

- d. Unless authorized by the City, the City will not reimburse the Contractor for the costs of business travel, contractor meals, and accommodations, this includes specialists that are based out of town and not assigned to the jobsite office. Travel and per diem expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences is not allowed. the City will also not reimburse the Contractor for deliveries, and facsimiles (FAX), long distance, and cellular telephone charges. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable and part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines.

## SECTION IV EVALUATION PROCESS

### A. Evaluation Process

1. Evaluation of proposal packages will be a five-step process.
  - a. **Step One:** Envelope 1 – City staff will screen the Statement of Minimum Qualifications (Appendix A) to ensure that the Proposers meet the minimum required qualifications and are determined to be responsive and responsible.
  - b. **Step Two:** Envelope 2 – City staff will review Contract Monitoring Division (CMD) forms submitted to ensure all forms are submitted and will forward to the CMD for evaluation and a responsiveness determination.
  - c. **Step Three:** Envelope 5 – City staff will review the electronic submission to ensure that all required files have been submitted. Proposers that are determined to have passed steps 1 through 3 will have their proposal submitted to the Evaluation Panel for scoring.
  - d. **Step Four:** Envelope 3 – The Evaluation Panel will receive proposals for scoring. The summary scores for the proposal will determine the three (3) highest ranked proposers. Proposers who fail to achieve a score of at least 150 points will not be considered for further evaluation.
  - e. **Step Five:** Scoring from the Oral interviews phase will determine the final ranking of the teams which will determine who may be offered a contract. Oral interviews will be conducted with at least the three (3) highest ranked teams and the team receiving the highest overall score will be considered the highest ranked proposer and City staff will begin the negotiation process.
2. The City reserves the right to verify from any other available sources (including

past performance record for CCSF), the information provided by the Proposer and to rely upon such information gathered during the verification process. The City reserves the right to adjust, increase, limits, suspend, or rescind any or all determination(s) based on subsequently learned information.

3. The City requires that Proposers demonstrate expertise in all areas of the Services to be provided as listed in Appendix B of this RFP.

**B. Allocation of Points**

Allocation of Points: Each evaluation panel member will individually evaluate and assign rating points to the written proposals as follows:

1	Cover Letter and Executive Summary	Maximum of 10 points
2	Proposers Qualifications and Experience	Maximum of 80 points
3	Identification of Proposed Key Project Personnel	Maximum of 60 points
4	Statement of Approach	Maximum of 150 points

**MAXIMUM POSSIBLE PROPOSAL POINTS** 300 Points

**Oral Interview** Maximum 100 Points

**MAXIMUM POSSIBLE POINTS FOR SELECTION** 400 Points

**SECTION V  
PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD**

**A. Pre-proposal Conference**

A Pre-proposal conference will be held on **Thursday, June 26, 2014**, starting at **10:00 a.m. at San Francisco City Hall, Rm. 431a**, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 **to answer questions or requests for clarification on any items in the RFP.** Participation at this conference is optional but recommended.

Written questions must be received by **Thursday July 10, 2014 at 2:00 PM**. Any responses given will be issued as an addendum to the RFP and will be transmitted to the Pre-proposal meeting attendees and will be available at the City website.

**B. Contract Award**

1. Following the evaluation process, City staff will notify all Proposers who submitted a proposal of the final ranking and City staff will commence contract negotiations with the highest-ranked Proposer. The selection of the Proposer and its supporting 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 with the highest ranked proposer in a reasonable time, the City in its sole discretion may terminate negotiations and begin contract negotiations with the next highest ranked Proposer.
2. The City intends to award a contract to the highest ranked proposer that, in the opinion of the City, will provide the best overall project services. The City reserves the right to accept other than the lowest priced offer and to reject any proposal that is not responsive to this request. The cost for each addendum shall be determined on the basis of the base hourly rate schedule included as Appendix B of the Contractor plus the fee defined in the Contract.
3. Upon successful contract negotiations, City staff will submit to the Office of Contract Administration for award the Central Shops Consulting Support Services Contract Notice to Proceed (NTP) will occur following contract certification.
4. It is anticipated that the contract duration for Phase 1 and as needed for Phase 2 will not exceed twenty-four (24) months, although the contract term may be extended by amendment if necessary.
5. The value of the Contract is estimated not to exceed One Hundred and Fifty Thousand (\$150,000).

**SECTION VI  
PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD**

**A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the City, 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 (5) working days prior to the date for receipt of Proposals. Modifications and clarifications will be made by addenda as provided below.

**B. Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of the intent to request written modifications or clarifications of the RFP must be directed via email to:

Dan McKenna  
Contract Manager  
Email: [dan.mckenna@sfgov.org](mailto:dan.mckenna@sfgov.org)

**C. Objections to RFP Terms**

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all Appendices and all Addenda), including but not limited to Objections based on allegations that: (i) the RFP is unlawful in whole or in part; (ii) one or more of the requirements of the RFP is onerous, unfair or unclear; (iii) the structure of the RFP does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFP unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Proposer must provide timely written notice of Objection as set forth below.

- a) **An Objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10<sup>th</sup> working date prior to the deadline for proposal submittal (as that deadline may be adjusted by Addenda).** If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of Objections delivered orally (e.g., by telephone) will not be considered.

- b) Objections must be delivered to:

Office of Contract Administration  
Attn: Dan McKenna, Project Manager  
RE: RFP No. 98000, Central Shops Consulting Support Services  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

- c) The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.
- d) The City, at its discretion, may make a determination regarding an Objection without requesting further documents or information from the prospective Proposer who submitted the Objection. Accordingly, the initial Objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the Objection is submitted. If the prospective Proposer later raises new grounds or evidence that were not included in the initial Objection, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.
- e) Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer who submitted the Objection. If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the Objection, and issue Addenda to incorporate any necessary changes to the RFP.
- f) Objections not received within the time and manner specified will not be considered. A Proposer's failure to provide the City with a written Objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.
- g) A Proposer may not rely on an Objection submitted by another Proposer, but must timely pursue its own Objection.

**D. Addenda to RFP**

The City may modify the RFP, prior to the Proposal due date, by issuing written addenda, which will be posted on the Office of Contract Administration website: <http://mission.sfgov.org/OCABidPublication/> . Proposer shall be responsible for ensuring that its Proposal reflects any and all addenda issued by the City prior to the Proposal due date regardless of when the addenda is issued. Therefore, the City recommends that the Proposer check the OCA website before submitting its Proposal to determine if the firm has downloaded all addenda.

**E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for one hundred twenty (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. Revisions to Proposal**

1. Proposers may revise their Proposal on 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.
2. 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.
3. At any time during the RFP evaluation process, the City may require a Proposer to provide oral or written clarification of its response. The City reserves the right to make an award without further clarifications of responses received.

**G. Errors and Omissions in Responses**

Failure by the City to object to an error, omission, or deviation in a Proposal will in no way modify the RFP or excuse the Proposer 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 Proposer in responding to this RFP. Submissions of the responses 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 San Francisco Campaign and Governmental Conduct Code, which states:

1. 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 (2i) 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.
2. 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:
  - a. The officer's re-election campaign
  - b. A candidate for that officer's office
  - c. A committee controlled by the officer or candidate.
3. 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 Proposer 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 Qualifications or Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.
4. Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:
  - a. 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.
  - b. 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.



- c. 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 San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or Proposers 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 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 San Francisco Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

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

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

1. Waive or correct any defect or informality in any response or Proposal procedure;

2. Reject any or all Proposals;
3. Reissue a Request for Proposal;
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**

1. 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 RFQ/RFP.
2. Proposers are advised that effective July 1, 2013, all prime contractors and subcontractors will be required to upload invoices and enter subcontractor payment information into the City's secure web-based system called the Local Business Enterprise Utilization Tracking system (LBEUTS). This requirement is in addition to any other requirements for requesting payment from the City. The information previously submitted through Contract Monitoring Division (CMD) Forms 7 and 9 will now be entered into the LBEUTS for each invoice or progress payment. Prior to the Notice to Proceed, the prime contractor will be required to enter subcontractor information into LBEUTS. The prime contractor will then be required to enter information before and after each progress payment or invoice. After payment, subcontractors will be required to confirm receipt of payment through LBEUTS. CMD will use this information to monitor compliance with the 14B LBE Ordinance.
3. It is strongly encouraged that each contractor and subcontractor receives training in LBEUTS prior to the Notice to Proceed.

For more information about LBEUTS and upcoming training sessions, please go to [www.sfgov.org/LBEUTS](http://www.sfgov.org/LBEUTS).

4. LBE Sub-consultant Participation Goals

- a) The LBE subcontracting goal for this project is **thirteen percent (13%)** of the total value of the goods and/or services to be procured. The LBE subcontracting goal can only be met with CMD certified small or Micro-LBEs. Pursuant to Section 14B.9 of the Administrative Code, proposers are hereby advised that the subcontracting goal is based on data indicating availability of **four percent (4%)** Minority Business Enterprises (“MBE”), **six percent (6%)** Woman Business Enterprises (“WBE”) and **three percent (3%)** Other Business Enterprises (“OBE”) to perform subcontracting work on this project. Proposers are further advised that they may not discriminate in the selection of subcontracting on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.
- b) Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in San Francisco Administrative Code 14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Contract Monitoring Division at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph will be non-responsive.
- c) In addition to demonstrating that it will achieve the level of subcontracting participation required by the contract, a proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8 (D)&(E) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. However, pursuant to 14B.8 (B), if a proposer submits a proposal demonstrating LBE participation that exceeds by 35% of the established LBE subcontracting participation goal for the project, the proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) & (E). A certified Small and/or Micro LBE prime proposer may count its participation towards meeting the good faith outreach exception set forth in 14B.8 (B).

- d) Proposals which fail to comply with the material requirements of San Francisco Administrative Code 14B.8 and 14B.9, CMD Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subcontracting goals can only be met with CMD-certified LBEs located in San Francisco.

5. Certified LBE Bid Discount /Rating Bonus

a. Micro LBE and Small LBE Rating Bonus

The City strongly encourages proposals from qualified, certified Micro and Small LBEs. Pursuant to Chapter 14B, a rating bonus will be in effect for the award of this project for any proposers who are certified by CMD as a Micro or Small LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. For joint ventures, the certified Micro and /or Small 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 certified Micro and/or Small 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 certified Micro and/or Small LBE joint venture's portion of the contract must be assigned a commercially useful function. Certification applications may be obtained by calling CMD at (415) 581-2310.

- b. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:
  - 1) Ten percent (10%) to a certified Micro or Small LBE; or a joint venture between or among certified Micro or Small LBEs;
  - 2) Five percent (5%) to a joint venture with certified Micro and/or Small LBE participation, whose participation is equal to or exceeds 35%, but is under 40% or
  - 3) Seven and one-half percent (7.5%) to a joint venture with certified Micro and/or Small LBE participation, whose participation equals or exceeds 40%; or
  - 4) Ten percent (10%) to a certified non-profit entity.
- c. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable)

to the score of each firm eligible for a bonus for the purposes of determining the highest ranked firm.

6. Small Business Administration (SBA) LBE Rating Bonus

Pursuant to Chapter 14B.7(E), a two percent (2%) rating bonus will be in effect for proposers who are certified by CMD as a SBA LBE; however, the two percent (2%) rating bonus shall not be applied at any stage if it would adversely affect a Micro or Small LBE proposer or a J/V with LBE participation.

**O. Conditions and Disclaimers**

1. The City reserves the right to reject any or all RFP responses and to waive any technical defect in a response, which does not affect or alter the substantive provisions thereof. Failure by the City to object to an error, omission, or deviation in a response will in no way modify the RFP or excuse the Proposer(s) from full compliance with the requirements of the RFP or the contract.
2. The information presented in this RFP is provided solely for the convenience of Proposer(s) and other interested parties. It is the responsibility of the Proposer(s) and interested parties to assure themselves that the information contained in these documents are accurate and complete. The City or its advisors provide no assurances pertaining to the accuracy of the information in these documents.
3. Pre-qualification to receive an RFP does not preclude the City Administrator from subsequently concluding, based upon analysis of additional information which may come to his attention or upon further analysis of the information upon which his approval was based, that an interested Proposer(s) is not qualified to perform the required services of those responding to this RFP. Further, no approval shall limit or impair the reservation by the City of the unqualified right, in its sole and absolute discretion, to reject all proposals, or to accept proposals, if any, which in its judgment will under all circumstances best serve the public interest.
4. The City reserves the right to withhold from the Proposer(s) and anyone else until the selection process is completed, all information which might undermine the competitive selection process utilized by this RFP, including the number of proposals received, and the names of the other Proposers, and the scoring of any initial rounds of selection.

## SECTION VII CITY CONTRACT REQUIREMENTS

### A. Standard Contract Provisions

1. The successful Proposers will each be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix E. 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 Proposer and may proceed against the original selectee for damages.
2. 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 CMD's website at:

<http://sf-CMD.org/index.aspx?page=96>

### C. Minimum Compensation Ordinance (MCO)

1. The successful Proposers 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 San Francisco 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 "Requiring Minimum Compensation for Covered Employee" in Appendix F Sample Agreement for Professional

Services.

2. For the amount of hourly gross compensation currently required under the MCO or additional information, 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.
3. 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 Proposers 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 San Francisco 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)**

1. 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.
2. Contractor will complete, sign and submit a *First Source Hiring Agreement* with the Contractor's proposal. Failure to submit a completed and signed *First Source Hiring Agreement* with the Contractor's proposal will result in a rejected bid or proposal. The link to the *First Source Hiring Agreement* can found in Appendix F.

**F. Conflicts of Interest**

1. The successful Proposers 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 Proposers 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.
2. Individuals who will perform work for the City on behalf of the successful

Proposers 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 Form 700, to the City within ten calendar days of the City notifying the successful Proposers that the City has selected the Proposers.

## **SECTION VIII PROTEST PROCEDURES**

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

Within five (5) working days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a response and believes that the City has incorrectly determined that its response 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**

1. Within five (5) 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.
2. 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 deadline above. 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:

Dan McKenna  
Project Manager  
Office of Contract Administration  
City Hall, Rm 430  
1 Carlton B. Goodlett Pl.  
San Francisco, CA 94102  
(415) 554-5113 FAX: (415) 554-6256



**APPENDIX A**

**STATEMENT OF MINIMUM QUALIFICATIONS**

**Page 1 of 1**

Proposers must declare under penalty of perjury that they or an individual committed to their team on this project meets each of the following minimum qualifications. Please respond to each question by checking "YES" or "NO" in the space provided which would validate your response to the question. Sign the form and submit it with your proposal in envelope 1. Answering "NO" to any of the following minimum qualifications may disqualify a proposer from submitting a proposal on this project.

1. In the last 5 years has the lead proposer or a Key team member provided Fleet Maintenance Design services?	Y E S	N O
2. In the last 5 years has the lead proposer or a Key team member provided Construction Compliance/Management services for a Fleet Maintenance Facility Project?	Y E S	N O

I declare under penalty of perjury and under the laws of the State of California that the attestations of meeting the minimum qualifications set forth above are true and correct and of my personal knowledge.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_



**APPENDIX B**

**Page 1 of 2**

**CENTRAL SHOPS CONSULTING SUPPORT SERVICES SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR**

**A. SERVICES TO BE PROVIDED BY CONTRACTOR – Phase 1**

Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The City Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work shall be borne by Contractor. A final task order will be negotiated between the City Project Manager and the Contractor for approval.

The task order request will be processed for Controller certification of funding, after which a Notice to Proceed will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk. The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

1. **Design Review and Consultation for Project Conceptual Design:** This task involves working on behalf of the City and collaboratively with the Developer's project design team to provide peer review for draft designs utilizing the recommendations found in Appendix D as well as input from City staff. The Contractor on behalf of the City should act as a problem solver and concept innovator during the design development phase of the proposed Project. Familiarity with and the ability to apply modern fleet maintenance design concepts and the ability to make value engineering design recommendations to the City is mandatory for this particular scope of service. At minimum, weekly interactions with the design team will be needed during the critical design phase as well as weekly progress reporting to the City.
2. **Construction Plan and Specification Review for Project:** This task

involves reviewing construction plans and specifications prepared by Developer to determine consistency with design criteria and adherence to the overall conceptual design, as well as best construction practices currently found within the profession. Value engineering recommendations are mandatory for this task in order for the City to make informed project budget decisions. It is expected that the Contractor will work collaboratively with the Project architect/engineer during this phase in order to advise the City that the final construction specifications and plans meet all regulatory codes, zoning requirements and conditions of the building permit, and incorporate any alterations, procedures or alternatives identified and adopted during the CEQA review process. At minimum, weekly interactions with the architectural/engineering team will be needed during the development of construction specifications and plans, as well as weekly progress reporting to the City.

**B. SERVICES TO BE PROVIDED BY CONTRACTOR – Phase 2 (Subject to Exercise of Option to Modify by City; see section I.D of RFP)**

- 1. Construction Compliance:** This task involves ensuring that construction plans and specifications are fully implemented, proposed deviations from those plans/specifications are vetted to the City for approval prior to implementation, and as-built drawings for all construction elements and systems are drafted appropriately and made available to the City prior to final occupancy. This task also involves monitoring construction compliance with all applicable codes and regulations related to construction practices, processes and procedures. The Contractor shall obtain copies of all construction test reports, materials and supplies invoices and produce monthly summary reports for reconciliation with the project budget. The intent of this task is to advise the City of any discrepancies between the approved project budget and actual real time expenditures. At a minimum, weekly interactions with the general contractor and primary sub-contractors will be needed, as well as weekly progress reporting to the City.

End of Appendix B

Appendix C  
Space Needs Assessment Report Pages 1-32

# Fleet Management Department Space Needs Assessment

for the



September 2013

**MERCURY**  
MERCURY ASSOCIATES, INC.



*Fleet Management Department  
Space Needs Assessment*

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## **EXECUTIVE SUMMARY**

The City and County of San Francisco (CCSF) engaged Jones Lang LaSalle (JLL) to provide real estate and site location services to assist the City in finding suitable site/facilities to relocate the Fleet Management Department's (FMD) Main Shop located at 1800 Jerrold Avenue. In turn, JLL signed a subcontracting arrangement with Mercury Associates Inc., to develop preliminary space needs for the FMD Main Shop operations currently positioned at this site. FMD operations at this location need to relocate because the existing space is scheduled to be repurposed. The study was limited to fleet management and maintenance activities located on this specific site and did not include an operational assessment of the business processes or practices other than how they currently impact facilities space requirements.

The objective of this study was to provide CCSF with key space needs elements associated with the impending relocation. Adequately sized, suitably configured, correctly equipped, and appropriately positioned facilities are the most remarkable contributor to efficient and effective fleet maintenance programs and thus development of accurate space needs is the first step in the potential relocation of Jerrold Avenue fleet maintenance and repair activities.

The Main Shop is positioned on a site that is about 5.5 acres in size. The buildings are all roughly 50-years old. The facilities are too close together, the site is too small, there are not enough maintenance bays, and the staging requirements for this location are too large. The result is an imposingly crowded site with facilities that do not match the workload. A solution within the existing confines of the site is not possible, nor is it desirable.

FMD includes 108 positions including technicians, shop supervisors, administrative support team, parts clerks, and managers. 85 of these employees report for work at the Jerrold Avenue fleet complex. These employees provide a valuable support service to CCSF managing, maintaining and repairing over 6,043 fleet assets on a full-time basis. FMD also provides additional services to the San Francisco Municipal Transportation Agency (MTA) and the San Francisco Public Utilities Commission (PUC).

This space needs assessment was limited to the 3,942 units that are currently maintained at the Jerrold Avenue facility. The associated workload for the 3,942 units has been measured and is equated to 6,663 vehicle equivalency units (VEUs). A VEU is a standard unit of measure used to determine the relevant maintenance burden of each asset in a fleet. Once the total maintenance burden of the fleet is calculated critical elements of a fleet operation can be evaluated including staffing levels, service level performance indicators, and facility space requirements.

After a review of the fleet size, composition, and workload, and interviews with dozens of FMD employees, the Mercury project team developed a preliminary assessment of

space needs. Although detailed space allocations are provided in the body of this report, we summarize the space requirements by major area type in the following table. Actual space constructed may be different based on design nuances, building configuration, local space requirements, etc.

<b>Space Designation</b>	<b>Total Space Requirement in Square Feet</b>
Administration	4,771
Employee Amenities	5,522
Shop	96,430
Shop Support	9,744
<b>Total</b>	<b>116,467</b>

An additional 3.6 acres is required for external requirements for employee and visitor parking, vehicle staging (e.g., ready line, deadline, impound lot, auction storage, etc.), and drivelines. Therefore, we estimate that a total of 9-13 acres (approximately 3 acres under roof; 4 acres for specific external requirements; and 2-6 acres for other site requirements such as green space, stormwater retention, traffic circulation on the site, possible future growth, local site requirements, design nuances, etc. that cannot be determined until a site is selected) would be required for this operation.



## **ACKNOWLEDGEMENTS**

We wish to thank the staff of the San Francisco Fleet Management Department, the Real Estate Division, and the Public Utilities Commission for their assistance and cooperation during this study. The project team wishes to especially acknowledge the Director of Fleet Management, Mr. Tom Fung; Business Manager, Mr. Tony Kudron; Operations Director, David Del Grande; Director of Real Estate, Mr. John Updike; Project Coordinator, Mr. Dan McKenna; and Ms. Shelby Campbell, Project Manager with the Public Utilities Commission, who acted as our primary contacts and were instrumental in providing the background information necessary for the study.

## **FOREWARD**

The City and County of San Francisco (CCSF) engaged Jones Lang LaSalle (JLL) to provide real estate and site location services to assist the City in finding a suitable site/facilities to relocate the Fleet Management Department's (FMD) Main Shop. In turn, JLL signed a subcontracting arrangement with Mercury Associates Inc., to develop preliminary space needs for FMD operations currently positioned at 1800 Jerrold Avenue.

In May of 2013, Mercury initiated a study to assess the space requirements for the fleet maintenance and repair operations and other functions and activities conducted by FMD at the Central Shops located at 1800 Jerrold Avenue. The objective of this study was to provide CCSF with key space needs elements associated with the impending relocation. The study was limited to Main Shop operations located on this specific site and did not include an operational assessment of the business processes or practices other than how they currently impact facilities space requirements.

## **INTRODUCTION**

Motor vehicles and equipment are an essential element in the day-to-day operations and service-delivery activities for the City and County of San Francisco. The mission is "to provide timely, quality and cost-effective fleet solutions for a sustainable city".

CCSF cannot provide the necessary services to fulfill their stated mission without FMD. Their primary mission is to maximize the availability of these vehicles and pieces of equipment so that the CCSF organizations – relying heavily on these services - can productively do their jobs.

Adequately sized, suitably configured, correctly equipped, and appropriately positioned facilities are the most remarkable contributor to efficient and effective fleet maintenance programs. Conversely, no amount of effort can fully overcome facilities that are outgrown, disorganized, lacking in equipment, and/or positioned in the wrong place.

### **General Summary of the Existing Conditions**

FMD operations need to relocate because the existing Jerrold Avenue shop – hereinafter referred to as “the Main Shop” - is scheduled to be repurposed. It is positioned on a site that is about 5.5 acres in size. The buildings are all roughly 50-years old. The facilities are too close together, the site is too small, there are not enough maintenance bays, and the staging requirements are too large. The result is an imposingly crowded site; a solution within the existing confines of the site is not possible, nor is it desirable.

Furthermore, it would be a mistake to duplicate the existing workplace at a new site. Facilities that are too small can make dramatic, efficiency-robbing influences to the level of service or the way service is provided. Either the provision of service suffers, or the cost to deliver adequate service is too high.

A new site must be located, large enough to accommodate the FMD operations that currently take place at the Main Shop (workplace), its workforce, and adequately address the workload.

### **Project Approach**

Our approach to this fleet and facilities review was comprehensive and interactive. A summary is provided below:

- To initiate the study, we developed and submitted a Request for Information that identified data elements and documentary information required to conduct the assessment.
- A project kickoff meeting was conducted to introduce our project team members and CCSF personnel, discuss project logistics, and to review the project Scope of Work.
- A tour of the current fleet maintenance facilities was completed.
- Two site visits were conducted.
- Documentary information and maintenance and repair data was reviewed.
- On-site interviews were conducted with dozens of FMD staff including representatives of each major functional area (e.g., light duty shop, heavy duty shop, fire shop, machine shop, ladder shop, paint and body shop, small engine repair shop, storeroom, fleet management, and fleet administration) involved in managing and maintaining the fleet. Informal discussions with other FMD employees took place as we toured the facilities.
- This project report was delivered to CCSF.

### **Background**

In our experience, every fleet maintenance operation is comprised of three essential elements:

- Workload – what needs to be done

- Workforce – who will do it
- Workplace – where it gets done

These three elements are inexorably linked. The *Workload* must be matched carefully to the *Workforce* and the *Workplace*. When any or all of these three elements are too small or too large; ill-configured, out of balance, or unfocused; they will not match up. Efficiencies and effectiveness will suffer, and costs will be unnecessarily high.

## **Workload**

*Workload* can be described as “the measured accumulation of duties and responsibilities.” For fleet maintenance/management, the associated maintenance burden must be identified. Examples include:

- Conducting a preventive maintenance service for a pickup truck;
- Performing an aerial ladder repair on a tiller;
- Responding to a service call to repair/replace a flat tire;
- Diagnosing an alternator failure on an EMS unit;
- Conducting an annual inspection on a vehicle or piece of equipment;
- Identifying a brake system problem in an SUV; or
- Developing short and long term replacement plans.

*Workload*, properly measured and expressed, is essential for meaningful decision-making. We use our “Vehicle Statistical Referencing System (VSRS),” which allows us to determine a fleet’s associated maintenance burden. We know that it can measure workload for each and every vehicle and piece of equipment in any fleet. As is the case in virtually all of our engagements, we have used the VSRS in this engagement. Many of the estimates, conclusions and recommendations found herein can be traced back to the VSRS.

In the VSRS, each vehicle is assigned a class code, and given a Vehicle Equivalency Unit (VEU) assignment. The basis for this system is a passenger sedan, given a VEU value of 1.0. The assumption made: the measured accumulation of the associated duties and responsibilities (brake jobs, tire rotations, oil changes, etc.) = 1.0 VEUs or 10-15 direct labor hours each year. Even though the VEU assignments can vary greatly from vehicle to vehicle, the workload can be accurately and usefully measured.

Mercury maintains and constantly updates a database of VEU values for more than 600 vehicle and equipment classifications. The database includes the entire spectrum of vehicles and equipment found in a typical municipal fleet, from push mowers to aerial ladder fire apparatus. Each class is given a VEU value as it relates to that 1.0 VEU passenger sedan. A general purpose trailer, for example, can be assigned a rating of 0.5 VEUs. A pickup truck may have a rating of 1.5 VEUs. A police sedan may be 2.5 VEUs and an ambulance 4.5 VEUs. By tagging each of the fleet’s vehicles and

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equipment with a VEU equivalent, we can make reasonable, standards-based comparisons with the fleet operations of other organizations.

A fleet of one hundred pickup trucks<sup>1</sup>, rated at 1.5 VEUs each, constitutes a fleet of 150 VEUs. The number of mechanics/technicians required to maintain this fleet is more than those needed to maintain a fleet of 100 sedans, but far less than those needed to maintain a like-sized fleet of tandem axle dump trucks. In smaller fleets, and in fleets with relatively few classes, the VEU issues are somewhat intuitive. The CCSF fleet, however, has over 300 different classes of vehicles and equipment.

**Fleet Profile**

There are 9,294 vehicles, rolling stock equipment, and other miscellaneous units in the CCSF fleet. The fleet is quite diverse and ranges from administrative sedans and pickup trucks to refuse packers and street sweepers. FMD maintains 6,043 of these units on a full-time basis. MTA, PUC and SFO have their own fleet maintenance shops. FMD provides some services to MTA and PUC vehicles.

Organization	# of Units
FMD	6,043
MTA	1,466
PUC	1,053
SFO	732
<b>Total</b>	<b>9,294</b>

Using our database of VEU classifications and adjustments made specifically for CCSF, we have calculated the FMD maintained fleet to contain 10,017 VEUs.

The fleet is quite old. The average age of all units is 10.8 years which corresponds to an imputed replacement cycle for all fleet assets of 21.6 years. This is twice as old as the industry standard for a mixed use municipal fleet. The consequences of having an old fleet are numerous including higher total cost of ownership, increased frequency of unscheduled breakdowns, lower reliability, reduced fuel economy, higher fleet downtime rates, reduced parts accessibility, possible safety issues, and a host of other direct and indirect issues.

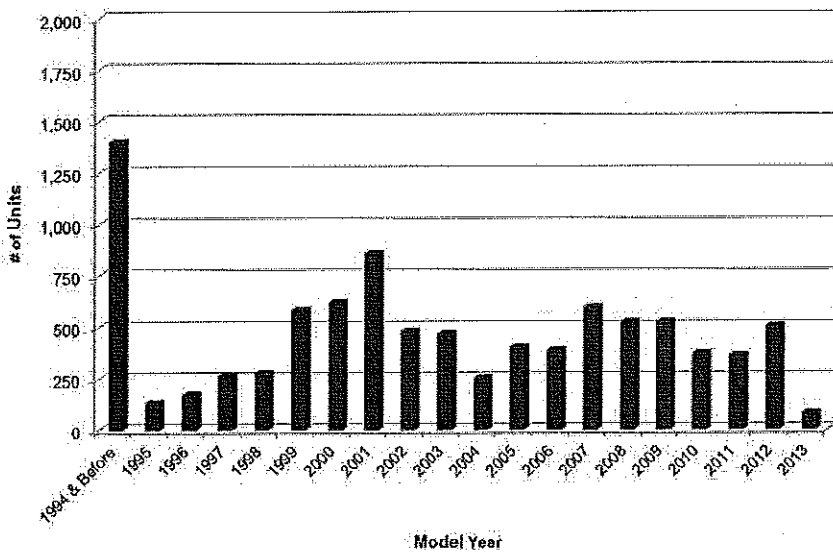
Organization	Average Age (years)
FMD	10.6
MTA	13.0
PUC	10.4

<sup>1</sup>For pickup trucks, a VEU assignment of 1.5 is one of many used based on any number of different factors such as equipment and deployment characteristics. This example is used for illustrative purposes only. The same is true for dump trucks assigned 4.5 VEUs.

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For the City of San Antonio Fleet Services Division*

SFO	7.6
<b>Total</b>	<b>10.8</b>

A fleet that was replaced regularly in accordance with reasonable replacement cycles would have a normal distribution of assets by model year. The bell-shaped density curve should be symmetrical, centered about its mean. As the following graph reflects, the bell curve is distorted by the large number of older vehicles still in the active fleet as of May 2013. Fifteen percent of the entire fleet is 20 years or older.



Some of the FMD maintenance activity takes place in satellite shops: the DPW shop, the Hall of Justice Shop, the Golden Gate Park Shop, the Harding Park Shop, and the Port Shop. Mercury was engaged to develop space allocations for that portion of the workload that is specific to the Main Shop. The tables represent the primary workload for FMD.

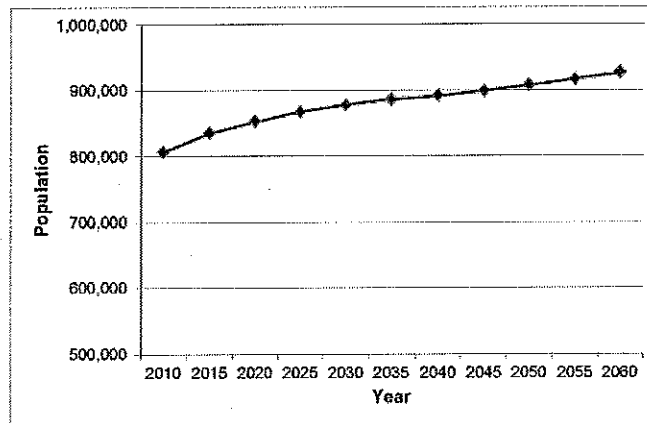
FMD Shop	# of Units	VEUs
Main Shop	3,942	6,663
GGP	1,133	1,683
HOJ	440	514
Port	306	564
DPW	222	593
<b>Total</b>	<b>6,043</b>	<b>10,017</b>

## GROWTH

Across the nation, growth in Fleet Management operations can be attributable to one or more of three primary categories: [1] Statutes/mandated programs, [2] Technology advances, and [3] Population increases. Each can have an impact on facilities. Reportedly, the CCSF fleet has grown by 5.3 percent since FY2007 primarily due to additional mandates (e.g., sewer system improvements and muni bus renewal and additional support vehicles for that program).

We have had some preliminary discussions with members of the CCSF Fleet Management Department and other City staff. Some are of the opinion that remarkable growth will take place in the County, and said growth might be sufficiently remarkable to consider during the planning and construction phase. Others feel that growth will occur but will not be remarkable enough to consider during the planning and construction phase. According to those interviewed, growth, however large or small, is primarily attributed to population increases.

We have located, and provide reference to, a growth projection study completed by the California Department of Finance Demographic Research Unit<sup>2</sup>. According to this study, growth may take place, but we should expect it to be limited to less than 1 percent annually through 2015 and less than one-half percent beyond 2015. Total population increase from 2010 to 2060 is projected to be 120,000. Based on the US Census Bureau 2012 population estimates and the study referenced above, population growth from 2102 to 2015 is expected to be less than 10,000.



We consider growth of these proportions to be unremarkable, and the associated impact on the workload and workforce should not result in adjusting the plans for workplace construction for the near term.

<sup>2</sup> <http://www.dof.ca.gov/research/demographic/reports/projections/P-1/>

Other resources are undoubtedly available that will have varying growth predictions, some smaller and others larger. Therefore it is possible that growth must be accommodated at some point in time in the future. Final design of a new fleet maintenance facility for FMD should consider possible future space needs. This space should be available, but not necessarily built out at this time. To that end, we recommend that the master plan and design efforts insure that any facilities that may require construction in the future are included in the site plans, and then properly positioned and oriented on the site.

Then at some time in the future, if it is determined that additional construction is necessary, it can be accomplished with the least amount of disruption and cost. This will serve to address any unexpected increase in workload and workforce and at the same time, minimize the construction needed due to unanticipated growth. In summary, the site that is acquired should contain enough acreage to include the current, actual requirements *and* the unanticipated growth-related requirements, together with the associated space area assignment[s].

Growth deserves continued scrutiny. Growth in the CCSF Fleet Management Department workload must be considered. New evidence of remarkable growth may surface. It should remain a topic for discussion through the master planning phase and eventually through the design phase.

## **Workforce**

The performance of any fleet management program is affected by the number of personnel employed to deliver services and the manner in which they are organized and deployed to accomplish their mission. Staffing levels should be consistent with the workload, and the associated amount of effort; required to effectively and efficiently produce the desired services. Organizational structures should reflect reasonable spans of control and match the workload.

The CCSF fleet management organization is comprised of 108 positions, including technicians, shop supervisors, administrative support team, parts clerks, and managers. 85 of these employees report for work at the Main Shop complex.

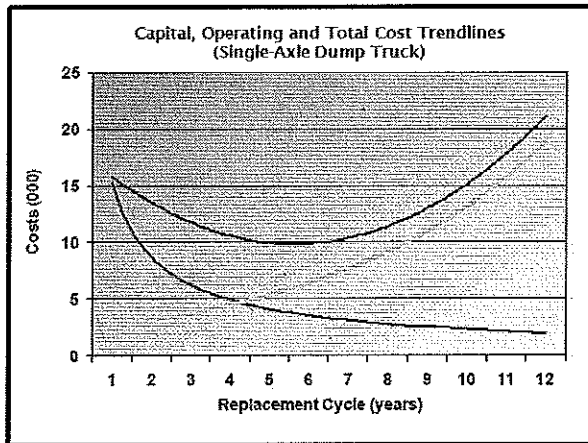
As identified previously, the workforce (the number of people managing and maintaining the fleet) should be adequate to support the workload. The FMD fleet maintained at the Main Shop is comprised of 3,942 units which have a total of 6,663 VEUs.

The Main Shop currently has 48 full-time equivalent wrench-turning technicians including the two outfitters. Our VSRS reveals a need to make adjustments for the age of the fleet and the operating conditions, along with other related factors. After review, we have determined that 57 full-time technicians will be needed to maintain the Main Shop portion of the fleet. It should be noted, however, that if the average age of the fleet

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was reduced to the benchmark levels identified earlier in this report (average fleet age of 4 to 6 years) the workload would be reduced which would correspond to a decrease in workforce requirements.

The economic theory of vehicle replacement is illustrated graphically in the figure at right, derived from an optimal replacement cycle analysis we recently conducted for another city fleet. As a vehicle ages, its capital cost diminishes (green cost curve) and its operating costs increase (yellow cost curve). The combination of these two costs produces a U-shaped total cost of ownership curve (red cost curve). Ideally, a vehicle or piece of equipment should be replaced at the age (or accumulated miles or hours of use) at which the total cost of ownership is at a minimum – that is, at the bottom of the U-shaped curve.



When an organization holds on to an asset too long, the total cost of ownership increases. As the assets age their reliability decreases, fuel economy suffers, incidents of breakdowns increase, and the costs to maintain and repair these units increase. This increased maintenance burden requires more mechanics to maintain the aged fleet and subsequently a larger fleet maintenance facility.

In the Storeroom, there are currently five positions; one supervisor; three clerks; and one part-time service aide. One storeroom clerk can adequately support 8-10 technicians. Under the current Main Shop staffing, a total of 5 clerks are needed to support the maintenance and repair activities (48 technicians divided by 10 = 4.8 FTE storeroom clerks required). Assuming all 57 mechanic/technicians are on board as recommended, a total of 6 Storeroom personnel are needed (57 technicians divided by 10 = 5.7 positions).

Furthermore, there are three technicians working in the ladder shop, five in the paint/body shop, and five more in the machine shop. These 13 employees will also need the support of the Parts Storeroom. Since these 70 technicians will be on board (57 mechanic/technicians + 13 in the ladder, paint and body, and machine shops) 7 storeroom clerks will be needed for all of the Main Shop activities.

We base our staffing recommendations – the Workforce - on the VEU's. We know that once we determine the size of the workload, and once we determine the number of VEU's to be assigned to each mechanic/technician, we can in fact deduce the number of mechanics/technicians required to accomplish the workload. That is to say, if x = the number of VEU's in the fleet, and y = the number of VEU's each mechanic/technician



can reasonably tolerate, then  $x + y$  = the number of mechanics/technicians required to insure that the workforce matches the workload. Over the years we have found this to be the best method for making such a determination.

There are a number of variables that must be reviewed when determining what level of tolerance to use. Generally, it will fall within a range of 100 – 135 VEUs for each mechanic/technician. For FMD we considered several elements when selecting what we feel is the tolerable number of VEUs. Examples include information about the:

- Age of the fleet,
- Operating environment,
- size of the mission,
- proximity to the support base,
- outsourcing protocols,
- size and condition of the facilities (proposed),
- way business is conducted,
- focus on preventive maintenance,
- proximity of the shop to corrosive elements,
- presence/absence of snow event responsibilities,
- general condition of the infrastructure,
- size of the area of responsibility,
- etc.

After careful review, we have concluded that the tolerance level we recommend for each FMD mechanic/technician at the proposed new shop is 117 VEUs. This is what each of the mechanic/technicians would be expected to tolerate given these current conditions. We have already pointed out that the fleet is very old. If the average age of the fleet was reduced to benchmark levels (4 to 6 years), we would expect the ratio of VEUs to mechanic/technician to increase above the current level of 117 VEUs by another 10 percent or so. This could reduce the workforce requirement (number of technicians required to maintain the Main Shop fleet) by 6 or 7 technicians. This would have a corresponding impact on the amount of space needed in the facilities. Space for upwards of 10 maintenance bays (and possibly 4,000 – 5,000SF) could be eliminated with a more modern fleet.

But, since we know the size of the Main Shop's current fleet (6,663 VEUs), and since we know the size of that current staff (48 mechanic/technicians), we can estimate the current responsibilities for each mechanic/technician to be significantly greater than 117 VEUs. In fact, we have calculated that they are expected to tolerate 139 VEUs.

Based on how we calculate workload tolerance, we consider any permanent VEU-assignments above and beyond 117 VEUs per (FMD) mechanic/technician to be intolerable. At 139 VEUs per mechanic/technician, we conclude that, today, the staff has been given the responsibility to maintain a fleet that is too large for them to handle

effectively - certainly not at or near the recommended level of tolerance. So we can conclude that the staff of mechanics/technicians is too small for the current fleet.

Here is another way of describing this situation: the current staff can, with reason, be expected to tolerate a fleet containing roughly 5,616 VEUs, which is about 16% less than the current fleet (at improved efficiency levels provided by a new fleet maintenance facility). That is to say, since the current fleet is roughly 16% larger than the tolerable fleet, there is a deficiency of mechanics/technicians available to accomplish the work.

Therefore, we can estimate that the number of mechanics/technicians needed to match the existing workload is 16% higher than the size of the current workforce. In fact, 57 mechanic/technicians not 48 should be available to make the workload assigned to the Main Shop tolerable.

## **Workplace**

The facilities must be constructed according to the fleet operations that take place within them. They should be positioned within simple reach of the users served. They need to be modern in every way, appropriately sized; esthetically pleasing, hazard-free, and the operational flow in and around them must match up well with the fleet management mission, the staff, and the associated objectives.

This space needs study focuses on the fleet maintenance and repair activities that take place in a shop facility located at 1800 Jerrold Avenue. All fleet management elements at that location will be relocated to the proposed and as yet undetermined new facilities. Since operations are being moved from the Jerrold Avenue facility, we did not conduct a fleet facilities assessment of that shop. However, we provide the following general observations. The current shop is not sized appropriately; spaces are not positioned to best meet the needs of the fleet organization; the necessary space for critical shop support activities is lacking in size; acreage for adequate exterior staging does not exist, and the shortage of bays does not support the general fleet maintenance mission in a positive manner.

We have visited the FMD Main Shop – spent time in each work area. We have interviewed and discussed fleet operations with dozens of key employees. We have measured the workload and reviewed the workforce. And we have used the necessary elements of our VSRS to put the associated challenges into national perspective.

With all this information in hand, we have developed the space allocations as shown below.

**FMD Maintenance Shop – Space Allocations – Initial Estimates<sup>3</sup>**

Estimated space allocations are tabulated below according to the five major categories:

1. Administration,
2. Employee Amenities,
3. Shop,
4. Shop Support, and
5. Exterior.

SPACE DESIGNATION	SPACE ALLOCATION (SF)	REMARKS
<b>ADMINISTRATION</b>		
Vestibule	60	room; lockable
Reception/Lobby area	120	room; lockable
Unisex restroom	85	room; lockable
Principal Account Clerk (Peggy)	100	workstation
Clerk Typist (Norma)	80	workstation
Clerk Typist (Angela)	80	workstation
GSA Fleet Manager (Tom)	200	office
Fleet Ops Director (Dave)	180	office
Manager II	150	office
Manager II (Don)	150	office
Manager II(Richard)	150	office
Business Manager (Tony K)	150	office
Mgt Assistant (Peter)	120	workstation
Principal Clerk (Mike)	100	workstation
Principal Admin Analyst (Dan)	100	workstation
Auto Mach Supv I (Tony)	100	workstation
Senior Account Clerk	80	workstation

<sup>3</sup> These space allocations are based on those found in the Mercury Associates Inc. national database, and adjusted according to information from FMD, and/or collected during site visits. Furthermore, we requested FMD provide us with any existing space allocation mandates; we have been informed that none exist.

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SPACE DESIGNATION	SPACE ALLOCATION (SF)	REMARKS
(Wong)		
Auto Mach Asst Supv (Robert)	100	workstation
DMV Clerk	80	workstation
Conference Room – small	250	room; lockable
Conference Room – medium	350	room; lockable
Women's RR	100	administration
Men's RR	100	administration
Women's RR	100	conference room
Men's RR	100	conference room
Janitor's Closet	80	room; lockable
General Purpose (supplies, files, business machines)	150	room; lockable
Workstation for data entry, general administration, visitors, vendors, etc.	80	workstation
Subtotal	3,495	
Circulation	1,276	(36.5%)
<b>TOTAL SPACE ALLOCATION: CENTRAL ADMINISTRATION</b>	<b>4,771</b>	Note: Does not include offices positioned in shop/shop support areas.
<b>EMPLOYEE AMENITIES</b>		
Men's Locker/Shower/Restroom	1,245	lockers, showers, benches, etc.
Women's Locker/Shower/Restroom	150	assume staff includes 10 women
Break/Lunch/Training Room	1,000	crew waiting, emergency operations center; divisible using acoustic curtain.
EOC storage	250	room; lockable
Uniform storage/staging	85	staging for clean and soiled uniforms
Fitness/Wellness Center	500	fitness machines, etc.

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SPACE DESIGNATION	SPACE ALLOCATION (SF)	REMARKS
Training Center – Classroom	1,200	seats 25; includes demonstration area
Women's RR	85	training center
Men's RR	85	training center
Janitor/Custodian Closet	80	room; lockable
Subtotal	4,680	
Circulation	842	(18%)
<b>TOTAL SPACE ALLOCATION: AMENITIES</b>	<b>5,522</b>	
<b>SHOP</b>		
Driveline - Interior	18,000	driveline configuration and actual space allocation will be determined during design phase
Bay for Weld/Fabrication	2,100	1 at 35'W x 60'D x 24'H
Heavy Duty Vehicle Maint Bays	18,000	10 at 30'W x 60'D x 24'H
Supervisor's Office	150	single room; includes two work stations
Medium Duty Vehicle Maint Bays	17,820	18 at 22'W x 45'D x 24'H
Supervisor's Office	150	Single office includes two work stations
Light Duty Vehicle Maint Bays	19,500	52 at 15'W x 25'D x 15'H
Supervisor's Office	150	single office includes two work stations
Small Engine Maint Bay	1,000	1 at 20'W x 40'D x 15'H; includes space for workstation
Uprfit/Decommission Bay	2,100	1 at 35'W x 60'D x 24'H
Smog Check Bay	800	1 at 20'W x 40'D x 24'H
Smog Check	60	workstation
Training Bay	1,100	1 at 22'W x 50'D x 24'H
Ladder Shop	4,500	

SPACE DESIGNATION	SPACE ALLOCATION (SF)	REMARKS
Machine Shop	3,000	
Electric Shop	1300	
Paint/Body Shop	5,700	paint booth and work area
Mechanical Room	1,000	based on FMD request
Subtotal	96,430	
Circulation	0	
<b>TOTAL SPACE ALLOCATION: SHOP</b>	<b>96,430</b>	
<b>SHOP SUPPORT</b>		
Storeroom	7,000	(mezzanine should be available for at least 30% of storage needs)
Storeroom Supervisor	120	Office
Tire Storage Room	500	
Tool Storage Room	0	Included in Storeroom
Bench Stock storage area	300	
Reference Library	180	3 at 60SF; 1 per 25 bays
Unisex Restroom	180	3 at 60SF
Oil Distribution	1,000	storage for storage of bulk fluids
Subtotal	9,280	
Circulation	464	(5%)
<b>TOTAL SPACE ALLOCATION: SHOP SUPPORT</b>	<b>9,744</b>	
<b>TOTAL FACILITIES FOOTPRINT</b>		
Administrative	4,771	
Employee Amenities	5,522	
Shop	96,430	
Shop Support	9,744	
<b>TOTAL SPACE ALLOCATION</b>	<b>116,467</b>	Under-roof total: approximately 2.7 acres

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<b>SPACE DESIGNATION</b>	<b>SPACE ALLOCATION (SF)</b>	<b>REMARKS</b>
<b>EXTERIOR</b>		
Driveline - Exterior	7,200	estimated – actual space to be determined once site is selected
Fuel Station	6,310	four dispensing units; 8 fueling positions (circulation included)
Wash Hardstand/Facilities	3,600	wash bay: 30'W x 60'D hardstand: 30'W x 60'D (circulation included)
Employee Parking	16,958	85 vehicles (10.5'W x 19'D); 4 ADA spaces (12'W x 19'D) 15,960SF + 915
Visitor	2,500	10 vehicles(10.5'W x 19'D); 2 ADA spaces (12'W x 19'D) 1995 + 450
Disposal/Trash Area	1,500	6 at 250SF (circulation included)
Vehicle Staging – Receiving and Outfitting	3,900	15 vehicles (force 10'W x 26'D)
Vehicle Staging - Decommission	3,900	15 vehicles (force 10'W x 26'D)
Vehicle Staging - Auction	13,000	50 vehicles avg. size 10'W x 26'D
Vehicle Staging - Impound	5,200	20 vehicles avg. sized 10'W x 26'D
Vehicle Staging – Deadline	19,500	75 vehicles avg. size: 10'W x 26'D
Vehicle Staging – Readyline	5,200	20 vehicles avg. size: 10'W x 26'D
Subtotal	88,768	
Circulation	70,158	Forced Entry (subtotal) (100%)
<b>TOTAL SPACE ALLOCATION: EXTERIOR</b>	<b>158,926</b>	No-roof total: approximately 4 acres
<b>MEZZANINE<sup>4</sup></b>	(5000)	Estimated space. Located above partsroom, employee amenities and/or administration.

<sup>4</sup> NOTE: NOT FOOTPRINT. Candidates include air compressors, emergency generator, mechanical room, general and specific supplies and materials, etc. These are Master Plan elements.

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SPACE DESIGNATION	SPACE ALLOCATION (SF)	REMARKS
<b>TOTALS</b>		
<b>ADMINISTRATION</b>	4,771	
<b>AMENITIES</b>	5,522	
<b>SHOP</b>	96,430	
<b>SHOP SUPPORT</b>	9,744	
<b>TOTAL INTERIOR</b>	116,467	
<b>TOTAL EXTERIOR</b>	158,926	
<b>GRAND TOTAL</b>	275,393	Approximately 6.3 acres
<b>ACREAGE REQUIRED</b>	9 (minimum) - 13 (maximum)	Useable space only. Does not include wetlands, protected lands, wildlife reserves, etc.

**ADJACENCIES**

Adjacencies refer to the functional and special relationships between specific areas (e.g., office and conference rooms or maintenance bays and the storeroom). They enhance workflow, communication, and traffic patterns and address special needs and group support functions. Adjacencies are identified to provide for efficient and safe movement for personnel and vehicles. Strategically positioning each workspace so that minimum time and effort is expended reaching other workspaces improves operations.

The recommended adjacencies contained below are developed as a result of a review of current operations and our extensive experience. Multiple adjacencies are often required – they should be ranked according to tactical significance [primary priority = A; secondary priority = B].

For FMD operations, adjacencies are provided for major functional areas for each of the following space types; [1] Administration; [2] Amenities; [3] Shop, and [4] Shop Support. Note that some adjacencies are directly addressed, while others (e.g., unusual or infrequent activities) are not shown. Obvious adjacencies (e.g., customer parking and the administration lobby or employee parking and the employees workspace) are inferred. Fine tuning of adjacencies occurs during project Master Planning which takes place after the initial space needs assessment has been completed.



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**GENERAL**

ADJACENCIES: GENERAL	1	2	3	4	5	6	7	8	9	10	11
1. Administration		A			B	A				A	
2. Employee Amenities	A		A		B						
3. Shop		A		A	B		A				
4. Shop Support			A							B	
5. Employee Parking	B										
6. Visitor Parking	A									A	
7. Readyline/Deadline			A								
8. Vehicle Wash									B	A	
9. Fuel Station								B		A	
10. Primary Entry						A		A	A		
11. City Vehicle Staging (auction, decommission)											

**ADMINISTRATION**

ADJACENCIES: ADMINISTRATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1. Fleet Manager		A	B	A						B					A					
2. Fleet Operations Director	A																			
3. Manager II	B	B		B																

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ADJACENCIES: ADMINISTRATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
4. Business Manager	A		B		A	A	A	A	A	A	A					B				B
5. Pr. Administrative Analyst				A																
6. Automotive Mechanist Asst Supr (2)				A				A								B				
7. Pr. Account Clerk				A																A
8. Pr. Clerk				A		A														
9. Chief Clerk				A																
10. Account Clerk				A																
11. Clerk/Typist (2)				A			A										A			A
12. Intern/Shared Workstation				A																
13. Vestibule																				
14. Lobby																				
15. Conference Room (small)	A																			
16. Conference Room (medium)																				
17. Unisex Restroom																				
18. Restroom - Men																				
19. Restroom - Women																				
20. Admin Spt (Supplies, Files Bus Machines, etc.)						B														

**AMENITIES**

ADJACENCIES: EMPLOYEE AMENITIES	1	2	3	4	5	6	7	8	9
1. Lunchroom/Break Room/Training Room		B	B		A	B			
2. Locker Room - Men	B		A	A	A				A
3. Locker Room - Women	B	A		A	A				
4. Wellness/Fitness Center		A	A						
5. Custodial Closet	A	A	A						
6. Training Center	B						A	A	
7. Restroom - Men						A			
8. Restroom - Women						A			
9. Uniform Staging		A	A						

**SHOP**

ADJACENCIES: SHOP	1	2	3	4	5	6	7	8
1. Shop Floor/Maintenance Bays		A	B				B	
2. Supervisors/Supervisors Offices	A							
3. Smog Check Bay/Workstation	A							
4. Training Bay	B							
5. Ladder Shop								
6. Machine Shop								
7. Electric Shop	B							

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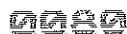
ADJACENCIES: SHOP	1	2	3	4	5	6	7	8
B. Paint/Body Shop								

**SHOP SUPPORT**

ADJACENCIES: SHOP SUPPORT	1	2	3	4	5	6
1. Storeroom		A	A	B	B	A
2. Benchstock Area	A					
3. Small Tool Storage	A					
4. Reference Library	B					
5. Bulk Fluid Storage Room	B					
6. Mezzanine	A					

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### General Workplace Specifications

As tabulated above, we envision the proposed fleet maintenance facilities for FMD that support the efficiencies of the operation. *Some but not all* of the attributes envisioned are provided in the following narrative.

*The envisioned facilities will be esthetically pleasing, and the operational flow in and around them will match up well with the mission the objectives, and the general surroundings. Employees and visitors will have ample parking, close to the facilities. Vehicles of employees will be restricted to the employee parking area and visitors will be limited to a designated visitor parking area. Walking to and from the parking area will be simple, direct and safe. Signage will invite visitors and customers to the central administrative area, preventing unnecessary intrusions on the shop floor. There they will conduct their business or be invited to proceed to the areas to which they require access. Whenever possible, vehicle and equipment traffic flow should be in a counterclockwise direction.*

*The entire site must be secured with fence, walls, and/or buildings. Access will be controlled with, for example, a card reader or RFID system that will limit ingress/egress to authorized personnel only. Visitor's entry will be strictly controlled: [e.g.] they will be "buzzed in," sign in, and wear a badge.*

*The single story structure should be oriented appropriately and provide a public "front door" that is clearly identified. Although efficiencies are greatest when all space and activities are accommodated under a single roof, some work spaces could be constructed/housed separately including the ladder shop, machine shop, and paint and body shop.*

*The proposed facilities are anticipated to be constructed with conventional structural steel frames that would include steel columns bearing on poured in place concrete spread footings that would support the roof structure. This sloped steel structure would include a combination of steel truss girders, steel trusses and beams depending on the span locations. A steel ribbed deck would act as the structural diaphragm. Precast concrete decking would add additional strength for roof traffic. The roof itself would consist of a mechanically fastened single-ply TPO membrane with rigid insulation below as dictated by the energy code depending on the space usage. A small portion of the roof over the building entry would use a decorative ribbed metal roof in lieu of the single-ply roof.*

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*It is envisioned that the exterior walls will consist of either flat/textured insulated precast concrete panels and/or split-faced concrete block with an integral block sealer. The glazed portion of the exterior walls would use an energy efficient low E reflective/tinted glass. Interior walls in the bay and high abuse areas would be concrete block and in other areas would be metal studs and drywall or gray tinted sound resistant glass. The concrete floor will vary in thickness and strength according to the area of usage.*

*The building construction will need to comply with all of the appropriate National and State building codes in addition to the local codes required by the authority of jurisdiction. This would include the additional seismic requirements for this area.*

*The administrative area will feature adequate light, heat, and conditioned air, comfortable surroundings, ample circulation, and well-positioned shelving/cabinetry for storing supplies, files, and business machines. Shop bay access will be controlled so that visitors and drivers can only achieve access by permission, accompanied.*

*The air conditioned amenities areas will welcome staff and authorized visitors alike. Restrooms will be well-conceived, with ample space for lockers (where needed) and a full array of opportunities to clean up in a hygienically-safe and ADA-conformant environment. The break/lunch/training room will be comfortable, roomy, and easily accessible from the restrooms and the work stations. There will be sufficient room for kitchen appliances, vending machines, and the audio-visual equipment needed to support on-site training. Windows will provide a relaxing view of the surrounding area.*

*The shop support areas will be easily accessed by the mechanics, either with or without the assistance of the Parts Room staff. To promote the use and return of the tools, the Tool Room will be well-conceived with designated storage areas for the tools that are most frequently used. The reference libraries will contain the shelving needed to store the reference books and manuals, and the computer equipment needed to access electronically stored information. Lighting will be adequate for reading and manual research, and reproduction equipment will be available for review of the information elsewhere. Chair and table arrangements – such as library carrels - will support the research effort.*

*The Storeroom will be carefully laid out so that parts access is logical and quick. The parts room counter will be centrally configured to provide the most efficient access possible from each of the work stations. Computer equipment within the Storeroom will be workstation-mounted, with i.e. photocopier[s] available for making hard copies of information. Shelving will be industrial strength and adjustable, sized according to the*

*mix of supplies and materials that require storage, and will make full use of the available vertical storage. The shelving will be spaced correctly for safe access to all stored materials. Consideration should be given to high volume vertical storage systems. A small staging area will be positioned adjacent to the receiving area[s]. Access to the Storeroom will be restricted. Ingress/egress will be through door[s] wide enough for delivering pallet-mounted supplies and materials.*

*Above these areas will be a mezzanine<sup>5</sup>, accessed through a stairwell positioned in the securable Parts Room, or for supplies and materials, through an opening to the bay[s], so anything that can be lifted by [e.g.] fork lift truck can be stored on the mezzanine. Access to the mezzanine will be strictly controlled by the Storeroom staff.*

*On the mezzanine will be a variety of areas, carefully designed for the work/storage assigned to the mezzanine. Examples of opportunities include*

- business continuity*
- document retention*
- palletized materials*
- storage of supplies and materials purchased in economic order quantities*
- case-quantity supplies*
- air compressor*
- emergency generator*
- long-term storage of vehicle/equipment components used sparingly or seasonally*

*The new bays will be awash with ambient light entering through clerestory windows, open overhead doors, and glazing on the overhead doors. The walls will be coated with highly-reflective epoxy paint. Each shop organization – including Heavy Duty, Light Duty, Weld/Fabrication, Medium Duty, and Small Engine – will be logically positioned for safe and relatively quick access to the shop support areas. Within each organization's section, the bays are separated only by painted lines on the floor. Each bay/work station will be equipped with computer connectivity to provide [e.g.] laptop computer access to the internet over a wireless connection. Selectively, bays will be large enough to accommodate all vehicles and equipment in the fleet. The bays will be "pull-in from" and "back-out to" a driveline, so tools, supplies, materials, and work benches can be positioned in front of each bay. Adequate exhaust ventilation must be provided in all*

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<sup>5</sup> The mezzanine is proposed.

*shop areas. Consideration must be given to future alternative fueled vehicles and possible exhaust issues.*

*The insulated and glazed overhead doors, operating electrically from a button on the wall and/or through the use of RF/remote devices, will be sufficiently wide and tall to make ingress and egress painless. The bays will be well lit even when the overhead doors are closed. The lighting, heating, and air quality will conform to OSHA standards. For each bay, either installed or nearby will be a vehicle lifting device capable of quickly and easily lifting the heaviest (intended) vehicle safely. Bay floors will be adequately strengthened and epoxy-treated. Floor to ceiling unobstructed clearance will be at least 16' in the Light Duty side, and at least 24' in the Medium, Heavy Duty and Weld/Fabrication side, so each vehicle can be lifted to any height desired. Note that a mounted overhead crane should be planned for the heavy/medium duty and welding and fabrication areas.*

*Exhaust will be removed from the bays using a built-in, quick-connect/disconnect system. Air within the bays will be actively exchanged, responding to sensing devices that can detect potentially hazardous levels of carbon monoxide and other gases. Oil and other liquid products that are often consumed in each bay will be delivered to vehicles from a well-positioned distribution system that meters output. For ease of cleanup a powerful water source will be available, and the floor will be sloped two degrees towards the driveline. On the driveline, will be a drain that conforms to EPA and NPDES standards. The drain should connect to an oil/water/grit separator that can be accessed by trucks designed to remove "sludge".*

*We propose a weld/fabrication area in one of the "end" Heavy Duty Shop Bays – already contained by walls on two sides, distant from the rest of the shop. Perhaps slightly wider than the standard bay width (30'W). There should be enough space available for the weld/fabrication tasks. To protect others from the smoke, noise, flash and odor, this bay will be separated from the other bays by a [e.g.] masonry "knee wall" – perhaps 10'H - that runs the length of the bay. This knee wall should have an access door, offset, at least 5'W x 8'H, connecting this bay to the rest of the Heavy Duty Shop. To facilitate safety, a closed-circuit television camera will be positioned in this area, monitored in at least two different locations.*

*All interior finishes must be able to resist high levels of abuse.*

*The Wash Bay can be positioned in separate facilities. It will be positioned so that the activities therein are completely detached from the maintenance bays. The insulated*



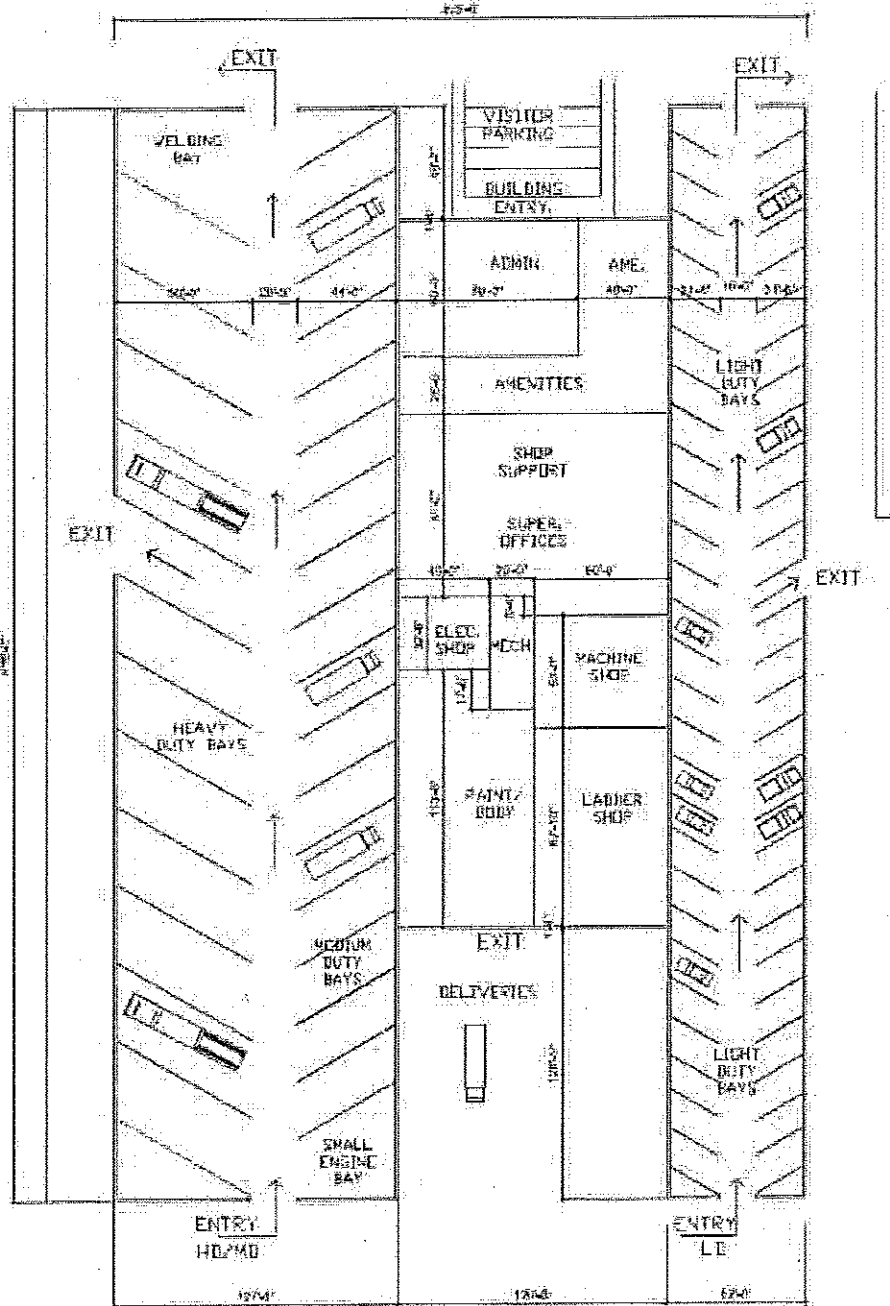
*and glazed overhead doors, operating from a button on the wall, will be sufficiently wide to make ingress and egress painless. The air in the bay will be radiant-heated and humidity-controlled, and the walls will be humidity-resistant. The floor will be sloped two degrees towards the center of the bay, leading to a drain that conforms to EPA and NPDES standards. To facilitate safety, a closed-circuit television camera will be positioned in the wash bay, monitored in at least two different locations.*

*Adjacent to the Wash Bay will be a wash hardstand, an outdoor area with water available through a high-pressure hose, available to wash off large pieces of dirt, mud, snow, etc. before the vehicle enters the wash bay. The floor of this area will be sloped two degrees towards the center of the hardstand, leading to a drain that conforms to EPA and NPDES standards.*

*A security controlled EPA-compliant fuel station, with electronic 24/7 access will be available for use. Diesel and unleaded gas will be dispensed from multiple fueling positions. Provisions for CNG, LP, Hydrogen, and/or plug-in electric vehicles and other enhancements will be available for use once constructed. Circulation in and around the fuel station will minimize the potential for accidents, and will be adequately addressed to accommodate future fueling options.*

Although it is premature to develop detailed floor plans at this stage, we have provided a suggested layout of the primary areas under roof and throughout the site. These are presented in a "virtual" setting meaning that it is not representative of a specific building or known site.

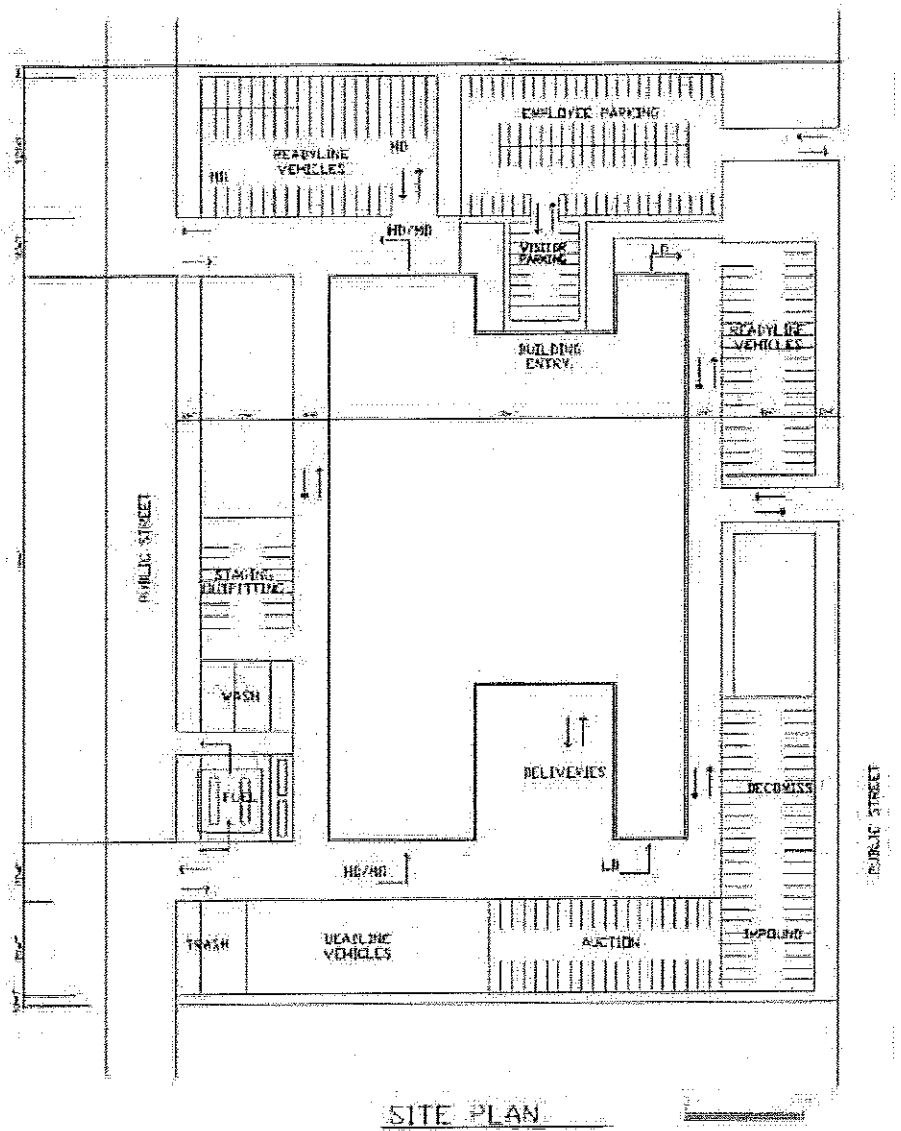
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FLOOR PLAN

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SITE PLAN

## **Recommendations**

Site the workplace correctly. Size the workplace correctly. Develop a workplace master plan that correctly reports each and every imaginable workplace issue. Develop a team for master plan management. Name one individual to be the project manager. Organize team's activities; formalize the contents of the master plan. Insure that the master plan is organized and completed so that the workplace absolutely reflects the workload and the workforce. Include the correct space allocations, adjacencies, and work area assignments. Leave no stone unturned. Use the master plan to control the workplace design and construction; this will reduce costs and enhance the potential for creating a success environment.

## **Conclusion**

It is important to note that CCSF has high expectations for the fleet[s] – rightfully so. The vehicles are to be maintained efficiently and effectively; reflect the major investment they symbolize; retain a high degree of reliability and availability, run and look well, and bring top dollar at auctions when they are replaced. In order to do this, the fleet department staff must be given every opportunity to succeed, and that includes operating within and around a workplace that is equal to the task. The workplace is a tool, and if the tools are not available, moreover *if the right tools are not available*, even the best mechanics and technicians cannot provide the expected level of service.

When the workplace matches up well with the workload and the workforce, FMD will succeed at a level heretofore unreachable. It will have all the necessary tools to maximize efficiencies and effectiveness, resulting in mission accomplishment that is cheaper, better, and faster.

**APPENDIX D**

**CONTRACT MONITORING DIVISION (CMD) REQUIREMENTS**

**Appendix D  
Contract Monitoring Division Forms**

To obtain a copy of the most current CMD Attachment 2 please follow this link:  
<http://sfgsa.org/index.aspx?page=6135>

**End of Appendix D**

**Appendix E**  
**Standard Forms**

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

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

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

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

#	Form name and Internet location	Form	Description	Return the form to; For more info
1	Request for Taxpayer Identification Number and Certification  <a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a>  <a href="http://www.irs.gov/pub/irs-fill/fw9.pdf">www.irs.gov/pub/irs-fill/fw9.pdf</a>	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702

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#	Form name and Internet location	Form	Description	Return the form to; For more info
2	<p>Business Tax Declaration</p> <p><a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a></p>	P-25	<p>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</p>	<p>Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102</p> <p>(415) 554-6702</p>
3	<p>S.F. Administrative Code Chapters 12B &amp; 12C Declaration: Nondiscrimination in Contracts and Benefits</p> <p><a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a></p> <p>In Vendor Profile Application</p>	CMD-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</p>	<p>Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500</p>

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#	Form name and Internet location	Form	Description	Return the form to; For more info
			<p>not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.</p>	
4	<p>CMD LBE Certification Application</p> <p><a href="http://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</a></p> <p>In Vendor Profile Application</p>		<p>Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.</p>	<p>Contract Monitoring Unit 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 "Required Vendor Forms" under the  
"Information for Vendors and Contractors" banner.

**Contract Monitoring Division**

CMD's homepage: <http://sfgsa.org/index.aspx?page=5365>  
Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>  
LBE certification information:  
<http://sfgsa.org/index.aspx?page=5364#Section%20V>

**APPENDIX F**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**City and County of San Francisco General Services Agency  
Fleet Management  
City Hall Room 430  
1 Carlton B. Goodlett Place  
San Francisco, California 94102**

**Agreement between the City and County of San Francisco and [insert name of contractor]  
Contract No. [insert Contract Number]**

This Agreement is made this [insert day] day of [insert month], 20 [insert year], in the City and County of San Francisco, State of California, by and between: [insert name and address of contractor], 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 General Services Agency wishes to [insert short description of services required]; and,

WHEREAS, a Request for Proposal ("RFP") was issued on [insert date], and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number [insert PSC number] on [insert date of Civil Service Commission action]; and

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

Now, THEREFORE, the parties agree as follows:

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

liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. **THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.**

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from [insert beginning date] to [insert termination date].

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

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Services to be Provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein. If Appendix A includes as-needed services, such services shall be requested by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth herein without the need for a formal amendment to the Agreement. The task order shall include a description of the as-needed services, the deliverables, schedule for performance, cost, and method and timing of payment.

5. **Compensation.** Compensation shall be made in monthly payments on or before the [insert day] day of each month for work, as set forth in Section 4 of this Agreement, that the [insert title of department head], in his or her sole discretion, concludes has been performed as of the [insert day] day of the immediately preceding month. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words -- no pennies and no ".00"]. 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 [insert name of department] 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.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of payment information into the Local Business Enterprise Utilization Tracking System (LBEUTS), a secure web-based tracking system. The Contract Monitoring Division (CMD) will use the submitted information to monitor compliance with the 14B LBE Ordinance. If Contractor fails to upload the invoice or enter required information into LBEUTS and such failure is not explained to CMD's satisfaction, Controller may withhold 20% of the payment due pursuant to the invoice until Contractor enters the information into LBEUTS.

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.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). 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. Disallowance. NOT APPLICABLE**

**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.

**c. 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:

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

3) 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 \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non- Owned and Hired auto coverage, as applicable.

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

1) Name as Additional Insured the City and County of San Francisco, 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 address in the "Notices to the Parties" section.

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.

## 16. Indemnification

a. **General Indemnity.** To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

### b. Limitations.

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.



(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

c. **Copyright Infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under 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. Liquidated Damages. NOT APPLICABLE**

**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<br>Information of City | 57. Protection of private information |
| 30. Assignment   |                                       |

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.

1. 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.

2. 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.

**a. 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
- 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:

- 8) 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.

9) 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.

10) 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.

11) 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:

RFP No. 98000 for Central Shops Consulting Support Services

Submitting false claims

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

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

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

**24. Proprietary or Confidential Information of City.** 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: [insert name or title of department contact person, name of department, mailing address, and e-mail address; fax number is optional]

To Contractor: [insert name of contractor, mailing address, and e-mail address; fax number is optional]

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. Intentionally omitted.**

**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**

**1) 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 Contract Monitoring Division ("CMD") or any other public official authorized to enforce the LBE Ordinance

(separately and collectively, the "Director of CMD") 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 CMD 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 CMD 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 CMD or the Controller upon request.

2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is [insert number] %. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment under this Agreement shall also be uploaded to the City's LBEUTS. Contractor is also required to enter subcontractor payment information and payment confirmation information into LBEUTS for each payment request. Failure to provide the required information for each invoice or payment request shall entitle City to withhold 20% of the amount of that invoice until the information is entered and the invoice uploaded into LBEUTS by Contractor. For more information regarding LBEUTS and training sessions, please go to <http://www.sfgov.org/LBEUTS>. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to a) log into LBEUTS and confirm receipt of each payment from Contractor, b) maintain records necessary for monitoring each subcontractor's compliance with the LBE Ordinance for a period of three years following termination of this contract, and c) make such records available



for audit and inspection by the Director of CMD or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

**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 CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

**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.** This Section incorporates the requirements of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83 (entitled "First Source Hiring Program"). Contractor agrees to participate and comply with the provisions of the First Source Hiring Program. As part of the Contractor's Agreement with the City, the Contractor shall incorporate provisions of the First Source Hiring Program into any Joint Venture Partnership and shall require subcontractors to do the same. The Mayor's Office of Economic and Workforce Development is the Contractor's main contact for the First Source Hiring Program. For more information regarding First Source Hiring Program, please go to: <http://www.workforcedevelopmentsf.org/>.

a. **Definitions.** The provisions of Chapter 83 of the San Francisco Administrative Code apply to this Agreement. 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.

1) **Entry Level Position:** Any non-managerial position that requires either: (a) no education above a high school diploma or certified equivalency; or (b) less than two years training or specific preparation; and (c) shall include temporary positions and paid internships.

2) **Trainee:** A economically disadvantaged worker identified by the First Source Hiring Program as having the appropriate training, employment background and skill set for an available Entry Level Position specified by the Contractor.

**b. First Source Hiring Goals.**

1) Over the life of the Agreement, the Contractor shall make good faith efforts to hire a minimum number of Trainees referred by the First Source Hiring Program to fulfill available Entry Level Positions based on the Contractor Fee Schedule below:

2)

Contractor Fee Schedule	Minimum Number of Trainees
\$0 – \$499,999	0
\$500,000 –	1
\$900,000 –	2
\$2,000,000 –	3
\$5,000,000 –	4
\$8,000,000 –	5
\$11,000,000 –	6
(> = \$14M, for each additional \$3 million in Contractor fees, add one additional	

3) Contractor may decline to hire a Trainee if the Contractor considers the Trainee in good faith and deems the Trainee is not qualified. The final decision to hire a Trainee shall be made by the Contractor.

4) The Contractor shall hire the Trainee on a full-time basis for at least 12 months or on part-time basis for 24 months.

5) Trainees must be obtained through the First Source Hiring Program and the Contractor must consider all Trainees fairly and equally and comply with the non-discrimination provisions pursuant to local, state and federal laws. No existing employee may count toward the total number of Trainees hired.

**c. Procedures.**

1) Within 30 days of award of contract, the Contractor will email the First Source Hiring Administrator and schedule to meet with staff from the First Source Hiring Program. At the meeting, the Contractor will provide information on Entry Level



Positions, number of Trainees to be hired, job description, start date and rate of pay. If the Contractor cannot quantify the numbers of Trainees to be hired, the Contractor must still meet with the First Source Hiring Program and present a workforce plan of good faith efforts towards the First Source Hiring Goals.

2) Contractors are required to notify the First Source Hiring Program of all available Entry Level Positions.

3) Contractor will designate a representative to monitor all employment related activity and be the main contact for the First Source Hiring Program.

4) Contractor will maintain documentation and records supporting good faith efforts toward the First Source Hiring Program.

d. **As-Needed Contracts.** Contractors awarded As-Needed contracts shall follow the provisions of the First Source Hiring Program. However, the First Source Hiring Goals will not be based on each individual Contract Service Order (CSO) but rather from the total number of CSOs issued to the Contractor. Since a Contractor does not know when or how many CSOs will be issued, the Contractor shall hire Trainees only if the increase in CSOs creates entry-level employment opportunities.

e. **Noncompliance.** Failure to meet the criteria of the First Source Hiring Program does not impute bad faith but rather will trigger a review for compliance. If the City deems a Contractor is noncompliant and acted in bad faith towards the First Source Hiring Program, then the City may withhold progress payments and assess liquidated damages as defined in San Francisco Administrative Code Chapter 83.

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

47. **Preservative-treated Wood Containing Arsenic.** Contractor may not purchase preservative- treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall

mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

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

**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. Supervision of Minors. NOT APPLICABLE**

**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. Intentionally omitted.**

**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. Slavery Era Disclosure NOT APPLICABLE**

**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.

**62. Disputes; Government Code Claim Requirements.**

RFP No. 98000 for Central Shops Consulting Support Services

a. Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

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

RFP No. 98000 for Central Shops Consulting Support Services

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

<p><b>CITY</b> CITY AND COUNTY OF SAN FRANCISCO</p> <p>By: _____ Jaci Fong, Director of Purchasing</p>	
--	--

**CONTRACTOR**

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.

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.

Authorized Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company Name

\_\_\_\_\_

City Vendor Number

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Federal Employer ID Number

\_\_\_\_\_

**Appendices**

- A: Services to be provided by Contractor
- B: Calculation of Charges

**Appendix A**

**Services to be provided by Contractor**

**1. Environmental Review Process; Option to Modify for Phase 2 Services or Cancel Project and Terminate Agreement**

The potential environmental impacts of the proposed Project must be evaluated through the CEQA review process. As of the issuance of this RFP environmental review has not commenced. Phase 2 services will not be authorized under this Agreement, and construction work on the Project will not commence, unless and until all of the following conditions are not met: (i) the City has completed any required CEQA review and finalized the CEQA review document or determination; (ii) the City has approved the Project; and (iii) the City has exercised the option for Phase 2 services, modified the Agreement and notified the Developer that it may begin construction work. Until the CEQA review process is completed, the City retains sole and absolute discretion to, among other things, make such modifications deemed necessary to mitigate significant environmental impacts, include mitigation measures as part of the Project, select other feasible alternatives to avoid such impacts, balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided, or determine not to proceed with the proposed Project. In response to the environmental review process, the City may elect at any time not to proceed with or to substantially modify the proposed Project, and reserves the right to terminate this Agreement at any time in response to information obtained during the environmental review process.

If the City does not exercise the option for Phase 2 services, then the provisions of this Agreement with respect to the performance of Phase 2 services shall not become operative and the City will terminate this Agreement. In the event of such termination, the close-out of the Agreement will be administered under the termination for convenience provisions of the Agreement (Appendix F, section 21).

For the duration of the Agreement term, design-related services and construction work, if any, will need to incorporate any alterations, procedures or alternatives identified and adopted during the CEQA review process, and the Project will not proceed if the City does not approve the Project following completion of the CEQA review. The design will evolve and change throughout the CEQA process, and the Contractor will be required to address the changing requirements when performing Phase 1 services.

**2. Description of Services**

A NEGOTIATED VERSION OF APPENDIX B OF THE RFP SHALL BE INSERTED HERE



**3. Reports**

Contractor shall submit written reports as requested by the [insert name of department]. Format for the content of such reports shall be determined by the [insert name of department]. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

**4. Department Liaison**

In performing the services provided for in this Agreement, Contractor's liaison with the [insert name of department] will be [insert name of contact person in department].

**5. Task Order Process**

Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The City Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work shall be borne by Contractor. A final task order will be negotiated between the City Project Manager and the Contractor. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a *Notice to Proceed* will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. *Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk.* The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

Per Section 6.64 of the Administrative Code, no new task orders will be issued after two (2) years from the date of agreement award.

These following tasks provide general guidance to the Contractor as to the anticipated scope of work which the City reserves the right to modify or delete:

The Contractor shall provide qualified personnel for the following services, including but not limited to:

- a. **Civil, Electrical or Mechanical Engineering:** Analysis for Fleet Maintenance Facility conceptual, architectural and engineering designs utilizing the Space Needs Assessment Report completed by Mercury and Associates, dated 2013.

- b. **Structural Engineering:** Analysis of newly designed and existing structures.  
15.
- c. **Materials Testing/Inspection:** Evaluation of reports related to materials sampling and determination of material chemical and engineering properties; evaluation of hazardous materials reports; special inspection services.  
16.
- d. **Cost Estimating:** Cost estimate for construction using local rates and current market conditions.  
17.
- e. **Construction Management:** Evaluation of Change Orders, construction schedules, cost overruns, compliance with design elements and related construction monitoring activities.
- f. **Quality Assurance Review:** Quality Assurance Review of design plans, specifications, calculations, reports and engineering documents to assure that they meet project requirements, applicable codes and regulatory standards.
- g. **Peer Review:** Peer review of designs prepared by others for project; recommend areas for project cost savings.  
18.
- h. **Other Specialized Services-**The Proposer may be requested to perform services other than specified in the Tasks above, but similar in nature to the general work described in this RFP.

**Appendix B  
Calculation of Charges**

As part of Contractor's proposal XXXXXX, 2014, Contractor submitted proposed billing rates, attached hereto as Appendix B-1 Fee Schedule Form, for the requested tasks in the Overhead and Profit Schedule, incorporated herein by reference.

As provided in the Overhead and Profit Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order becomes available.

**1. Billing Rates**

Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually on the anniversary of the effective start date as indicated in the original Notice of Contract Award letter. The first adjustment may be made no earlier than the first anniversary of the effective start date. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$220 per hour, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

**2. Personnel Changes:**

Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance of any work commencing on the project and in writing by the SFPUC Project Manager. These personnel changes may include but are not limited to:

- Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- Proposed change of staff classification for existing personnel; and/or
- Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

**3. Effective Overhead and Profit Rate**

The Effective Overhead and Profit Rate (EOPR) for proposal xxxx is **0**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subconsultant is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

**4. Other Direct Costs (ODC)**

Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no markup) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

The following items will be eligible for reimbursement as ODCs:

- Out-of-town travel (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, Solano);
- Out- of town meal, travel and lodging expenses for project-related business trips, including, but not limited to:
  - Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented;
  - Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log with its monthly invoices;
  - Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates;
- Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Specialty computer hardware and software (only with **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice – all hardware and software will be the property of the City);
- Courier services that are project related and originated from the project site offices;
- Permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Safety equipment.

Anything not listed above is not eligible for reimbursement. They include, but are not limited to:

## RFP No. 98000 for Central Shops Consulting Support Services

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor's home office to SFPUC facilities;
- Contractor personnel relocation costs;
- Any home or regional office labor charges or pass-throughs, including but not limited to, administrative and clerical personnel time;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Cell phones;
- Home office expenses;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

### **5. Subcontractor make-up and documentation**

Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the City Project Manager, and the Human Rights Commission.

### **6. Subcontractor Fees:**

- Subject to above restrictions
- Shall be subject to written pre-approval by the City Project Manager
- Subcontractor administration markup is limited to five percent (5%) of subconsultants' actual labor costs.

### **7. Retention**

Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Regional Project Manager and all work products have been received and approved by the SFPUC Regional Project Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

### **8. Invoice Requirements**

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The contractor shall submit one original invoice package with the appropriate CMD reporting forms and supporting documentation to substantiate services provided and allowable ODCs. Original invoices should be sent directly to:

Fleet Management  
City Hall Room 430  
1 Carlton B. Goodlett Place  
San Francisco, California 94102

Contractor will work with City Staff to establish an invoice format that will correlate with appropriate City reporting requirements and will be used thereafter.

All invoices must include the following information:

Contract number;  
Task Order Number;  
Purchase Order Number(s);  
Index Code(s);  
Billing Start Date; and  
Billing Ending Date.

Invoice Supporting Documentation:

All labor hours must be substantiated by timesheet summaries extracted from the Contractor's accounting system. Each timesheet summary shall include the staff person's name, company, dates of the days worked, and the number of hours worked each day.

Mileage ODCs must be accompanied by mileage logs providing the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while performing the work. All other ODCs must be substantiated with copies of original receipts including a brief description for each receipt memorializing the purpose.

CMD Form 7 "Progress Payment Form" must be included with each invoice to identify the participation and amount payable to the subcontractors.

CMD Form 9 "Payment Affidavit" must be sent to the Contract Administration Bureau's Centralized Invoice Processing Unit within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

**9. Prevailing Wages**

a. The City's Labor Standards Enforcement Officer may determine that some of services to be performed by Contractor under this Agreement involve the performance of trade work covered by the provisions of Section 6.22(E) [Prevailing Wages] of the San Francisco Administrative Code (collectively, "Covered Services"). If the Labor Standards Enforcement Officer so determines, then the provisions of Section 6.22(E) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to Covered Services performed by Contractor and its subcontractors.

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

- As required by Section 6.22(E)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the general prevailing rate of wages determined as set forth herein.
- As required by Section 6.22(E)(6) of the Administrative Code, Contractor shall keep or cause to be kept complete and accurate payroll records showing the name, place or residence, occupation, and per diem pay, of each person engaged in the execution of Covered Services, and every subcontractor who shall undertake the performance of any part of the Covered Services shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives.
- The City will not process monthly progress payments which include payment for Covered Services until Contractor submits weekly certified payrolls to the City for the applicable time period. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(E)(6) for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor shall submit certified payrolls to the City electronically via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. The Contractor and each subcontractor that will perform Covered Services will be assigned a log-on identification and password to access the PRS. Use of the PRS may require Contractor and applicable subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors that will perform Covered Services must attend the PRS training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.
- Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(E)(7) of the Administrative Code.

c. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor

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shall jointly and severally forfeit, to the City back wages due plus the penal sum of \$50 per day for each worker employed for each calendar day or portion thereof, while they shall be so employed in connection with Covered Services and paid less than the general prevailing rate of wages. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture or forfeitures as so certified.



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF BUILDING INSPECTION -- DBI Dept. Code: DBI

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

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

Type of Service: Seismic Safety Outreach Program

Funding Source: Dept. Annual Operating Budget PSC Duration: 3 years 42 weeks
PSC Amount: \$400,000 PSC Est. Start Date: 09/08/2014 PSC Est. End Date: 06/30/2018

1. Description of Work

A. Scope of Work:

San Franciscans live in one of the world's most at-risk seismic zones - placing a special responsibility upon those who live here, along with key local, state and Federal agencies, to take steps and prepare themselves, and their families, for the next Big One.

Experts predict that a major earthquake will strike San Francisco and the immediate Bay Area in the next 25 years - so we know it is not a question of "IF," but only a matter of "WHEN" we will have to respond to such a disaster, as well as to take steps to help the City recover from any damage and devastation caused by such a natural disaster.

This request is aimed at providing effective community outreach materials to one of the City's largest minority populations - the Chinese community - and specifically to provide helpful preparation and information materials in multiple media outlets, and in the Chinese language, to enable this important segment of our local community to understand what to do in the immediate aftermath of a major earthquake. See attached for complete description.

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

This request is essential as it allows one of San Francisco's largest population, the Chinese community, to be educated so that it will: 1) be prepared for the next Big One, 2) know what to do during and after an earthquake and, 3) obtain assistance from various resources in the aftermath. Denial will hamper the City in its recovery process as it will be overwhelmed trying to help too many of its residents who could help themselves if they have the knowledge and supplies they have set up in advance.

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 program.

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

2. Union Notification: On 08/25/2014, the Department notified the following employee organizations of this PSC/RFP request: Municipal Executive Association,

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43990 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/20/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

Contractor must be a local non-profit organization with experience working with diverse cultural groups, low income individuals/families, elderly, and/or disabled, with significant linguistic, social, and economic needs. Contractor is also required to have established experience in (1) habitability/safety issues, 2) providing services to the Chinese community, ... See attached for complete description.

B. Which, if any, civil service class(es) normally perform(s) this work?  
0923,

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

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

A. Explain why civil service classes are not applicable:

The 0923 staff currently performs outreach work. However, not on a full-time basis and in addition, he only provides general information about the Department of Building Inspection to the general public at various fairs/festivals. He neither works with any particular community group nor does he speaks/translate to any language(s). Also information provided during the fairs/festivals does not focus on a single group.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, due to the reason provided above.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services? DBI was given \$200,000 to do seismic safety outreach.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 09/30/2014 BY:

Name: Taras Madison Phone: 415-558-6239 Email: taras.madison@sfgov.org

Address: 1660 Mission Street, 6th Floor San Francisco, CA 94103

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

Luu, Sarah (DBI)

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**From:** dhr-psccordinator@sfgov.org on behalf of taras.madison@sfgov.org  
**Sent:** Monday, August 25, 2014 4:51 PM  
**To:** Madison, Taras (DBI); camaguey@sfmea.com; staff@sfmea.com; Luu, Sarah (DBI); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43990 - 14/15

RECEIPT for Union Notification for PSC 43990 - 14/15 more than \$100k

The DEPARTMENT OF BUILDING INSPECTION -- DBI has submitted a request for a Personal Services Contract (PSC) 43990 - 14/15 for \$400,000 for Initial Request services for the period 09/08/2014 – 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/3819> 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

Luu, Sarah (DBI)

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**From:** Camaguey Corvinelli <camaguey@sfmea.com>  
**Sent:** Wednesday, October 01, 2014 11:35 AM  
**To:** Luu, Sarah (DBI)  
**Subject:** Re: PSC 43990 - 14/15

Hi Sarah,

MEA does not object to the change in the above language. Please let me know if you have any questions.

Best,

Camaguey Corvinelli, MEA  
870 Market Street, Suite 840  
San Francisco, CA 94102  
(415) 989-7244  
(415) 989-7077

On Fri, Sep 19, 2014 at 3:25 PM, Luu, Sarah (DBI) <[sarah.luu@sfgov.org](mailto:sarah.luu@sfgov.org)> wrote:

Dear SF MEA,

Please note that the Department of Building Inspection wishes to make the following changes/additions to the third paragraph of the "Description of Work" for the above PSC, currently in review with you. The additional language is in red color as shown below.

This request is aimed at providing effective community outreach materials to one of the City's largest minority populations – the Chinese community – and specifically to provide helpful preparation and information materials in multiple media outlets, and in various languages with emphasis on the Chinese language, to enable this important segment of our local community to understand what to do in the immediate aftermath of a major earthquake.

If there is no objection to the above language change/addition, please send us an e-mail reply stating that SF MEA does not oppose the changes. Thank you.

*Sarah Luu*

Department of Building Inspection  
City and County of San Francisco  
1660 Mission St, Room 6002

# **Additional Attachment(s)**

### **Concise Description of Proposed Work:**

San Franciscans live in one of the world's most at-risk seismic zones – placing a special responsibility upon those who live here, along with key local, state and Federal agencies, to take steps and prepare themselves, and their families, for the next Big One.

Experts predict that a major earthquake will strike San Francisco and the immediate Bay Area in the next 25 years – so we know it is not a question of “IF,” but only a matter of “WHEN” we will have to respond to such a disaster, as well as to take steps to help the City recover from any damage and devastation caused by such a natural disaster.

This request is aimed at providing effective community outreach materials to one of the City's largest minority populations – the Chinese community – and specifically to provide helpful preparation and information materials in multiple media outlets, and in the Chinese language, to enable this important segment of our local community to understand what to do in the immediate aftermath of a major earthquake.

### **Key Areas Community Outreach Materials Must Address:**

- Homeowners/Property Owners Who Rent – There is a great deal of public information available on the City's Department of Emergency Management's web site, [SF72.org](http://SF72.org)., as well as on many State of California web sites, which advise everyone of basic emergency preparation steps. These range from a family communications plan so that residents will be able to contact family members at a time when normal communication channels may not be available (such as the telephone or Internet), to equally basic steps residents can take immediately to strengthen their building and thus reduce its collapse risk from a major earthquake, the amount of food and water residents should have at hand for a three-day period following a major earthquake, and the kinds of emergency equipment residents should have at home, in their car, and in their workplace.
- While there is no such thing as an ‘earthquake-proof’ building, with some consultation with an experienced contractor, or an architect or an engineer, residents can take steps today that will strengthen your building and reduce the chances of its collapse as a result of a major earthquake. Expert studies have shown that with even minimal retrofitting, or strengthening, of buildings, the predicted collapse rate falls to one in 30. With no retrofitting, or strengthening, the predicted collapse rate is one in 4. Some San Francisco building owners, those with soft-story, wood-framed, buildings that are three or more stories with five or more housing units, are currently in a mandatory seismic retrofit program, which will need to go through the Department of Building Inspection, [www.sfdbi.org](http://www.sfdbi.org), for details.
- Identify, join and practice with a neighborhood emergency response team (NERT). Thanks to extensive outreach efforts by the San Francisco Fire Department, many people throughout San Francisco belong to their NERT. Residents can go online and locate the NERT where they live, and begin to participate in their community-based training program. This also will introduce them to neighbors who may be helpful to them and their families following the next major earthquake. There already exists Chinese language and Spanish language NERTS, so the community outreach program envisioned in this request must include in its outreach materials specific information on where Chinese-speaking residents will find the NERT they need.

**Specify required skills and/or expertise**

Contractor must be a local non-profit organization with experience working with diverse cultural groups, low income individuals/families, elderly, and/or disabled, with significant linguistic, social, and economic needs. Contractor is also required to have established experience in (1) habitability/safety issues, 2) providing services to the Chinese community, 3) developing, translating and distributing user-friendly outreach and resource materials which must be both culturally and linguistically appropriate for the target population, and 4) enhancing the community participation.



**Budget and Finance Committee Amendments to Fiscal Year 2014/15 and Fiscal Year 2015/16 Annual Appropriation Ordinance**

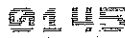
Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY-1	NGFS Amount BY-1
1	ADM	Administrative Services	Acquisition of Daggett Park in Eastern Neighborhoods	\$500K to close gap of \$1.6 million acquisition.	D10	GFS	600,000			
2	ADM	Administrative Services	Animal Care & Control Staffing Augmentation	Animal Care & Control Staffing Augmentation	Citywide	GFS	375,000			
3	ADM	Administrative Services	Domestic Worker Bill of Rights and education and outreach	Domestic Worker Bill of Rights and education and outreach	Citywide	GFS	200,000		200,000	
4	ADM	Administrative Services	Office of Labor Standards Enforcement increased capacity	Office of Labor Standards Enforcement increased capacity	Citywide	GFS	170,000		170,000	
5	ADM	Administrative Services	Community Engagement and support	Ella Hill Hutch Community Center capital needs	D5	GFS	150,000		100,000	
6	ADM	Administrative Services	Homeless services	Peer outreach program for homeless and marginally housed individuals at 16th & Mission (OCEIA)	D9	GFS	75,000		75,000	
7	ADM	Administrative Services	Outreach and service for the Mayan population	Outreach and service for the Mayan population at OCEIA	Citywide	GFS	40,000		40,000	
8	ADM	Administrative Services	Plaza Activation Pilot Program	Implement a pilot plaza activation program that provides activities such as farmer's markets across the District	D10	GFS	20,000			
9	ADM	Administrative Services	Day Laborers Program	Support full operation of Day Laborers Program (OCEIA)	Citywide	GFS	10,000		60,000	

Item #	Dept	Dept Name	Project Title	Project Description	District / Citywide	GFS / NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
10	ADM	Administrative Services	Resilient Bayview	Resilient Bayview	D10	GFS	10,000			
11	ADM	Administrative Services	Immigration Services for children and youth	Immigration Services for children and youth, OCEIA	Citywide	GFS	9,300			
12	ADM	Administrative Services	Tagalog language access and education	In response to new ordinance around Tagalog - coordination with k-12 and City College	D11	GFS	75,000		75,000	
13	ADM (OCEIA)	Administrative Services	Case management and tattoo removal services for high risk and Latinos ages 13-24	Case management and tattoo removal services for high risk disconnected Latinas and Latinos ages 13-24	D9	GFS	100,000		100,000	
14	AIR	Administrative Services Total			Citywide	NGFS	1,834,300	129,600	828,000	149,400
15	AIR	Airport	Employment standards enforcement	Airport position for Employment Quality standards Section (EQS), to analyze and support the prevailing wage, local hiring and the capital plan.	Citywide	NGFS		230,400		265,600
15	AIR	Airport	Hiring efficiency enhancement	Three positions in the Airport Security Access Office, where all Airport, airline, contractor, vendors, and airport support service employees are badged and fingerprinted.	Citywide	NGFS		360,000		415,000
15	ART	Arts Commission	Community Murals	Establish new community murals on public and private buildings	D1	GFS	25,000			

Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY-1	NGFS Amount BY-1
17	ART	Arts Commission	Capacity Building for Arts Organizations	Capacity Building for Arts Organizations	D6	GFS	25,000			
18	ART	Arts Commission	Mini-Mural Program	Mural program on 4 utility and traffic control boxes district wide, featuring local artists	D10	GFS	12,000			
19	ART	Arts Commission	Outdoor art exhibit in Visitacion Valley	Resources to facilitate outdoor cultural community activities in public spaces in Visitacion Valley neighborhood	D10	GFS	10,000			
Arts Commission Total										
20	CPC	City Planning	Lower Haight public realm planning process	Lower Haight public realm planning process	D5	GFS	50,000			
21	CPC	City Planning	Planning work	Eureka Valley and Corbett Heights Context Statements	D8	GFS	18,000			
22	CPC	City Planning	Sunset District Blueprint	Funding for planning staff to produce Sunset District Blueprint. Covers 100 hours of staff time.	D4	GFS	7,500			
City Planning Total										
23	DAT	District Attorney	Crime data staffing	Crime data staffing	Citywide	GFS	150,000		150,000	

Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY-1	NGFS Amount BY-1
		<b>District Attorney Total</b>								
24	DBI	Building Inspection	Expansion of the Code Enforcement Outreach program	Expense and assistance to DBI on housing code violations involving mental health issues	Citywide	NGFS	40,000		150,000	
* 25	DBI	Building Inspection	Seismic Safety Outreach	Multilingual outreach and education based out of the Willie Woo Chinese Playground clubhouse	D3	NGFS	100,000			100,000
* 26	DBI	Building Inspection	Seismic Safety Outreach	Multilingual outreach and education based out of the Portsmouth Square Clubhouse	D3	NGFS	100,000			100,000
		<b>Building Inspection Total</b>								
27	DCYF	Children, Youth and Families	Ped safety	Student Crossing Guard Program Expansion	D7	GFS	150,000			150,000
28	DCYF	Children, Youth and Families	D11 Youth and TAY workforce Development	Youth job developer and youth stipends	D11	GFS	140,000			120,000
29	DCYF	Children, Youth and Families	Summer, evening and family programs	To alleviate the wait-list for summer programs for elementary aged youth at West Sunset; evening enrichment classes at West Sunset Rec Connect; family programs at AP Giannini, summer programs for middle school-aged youth	D4	GFS	110,000			
30	DCYF	Children, Youth and Families	Funding for violence prevention in the mission	Funding for violence prevention in the mission	Citywide	GFS	100,000			

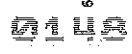
Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
31	DCYF	Children, Youth and Families	Excelsior after school programs for youth	General programming at the services to boys and girls	D11	GFS	100,000		75,000	
32	DCYF	Children, Youth and Families	Community Engagement and support	Community Engagement for youth and teens	D5	GFS	100,000		100,000	
33	DCYF	Children, Youth and Families	Community Engagement and support	Community services for teens	D5	GFS	100,000		100,000	
34	DCYF	Children, Youth and Families	Mental health	In school mental health, trauma recovery & violence prevention for low-income Latino youth	D9	GFS	100,000		100,000	
35	DCYF	Children, Youth and Families	Neighborhood Center in the Richmond District	DCYF support to targeted community centers for youth and families.	D1	GFS	98,000			
36	DCYF	Children, Youth and Families	LGBT youth inclusion in schools*	Continue LGBTQ Student Inclusion Initiative in SFUSD	Citywide	GFS	75,000		75,000	
37	DCYF	Children, Youth and Families	Excelsior/DMJ technology lab and STEAM programs for youth	B-TOP funding last year; after school and evening tech lab for youth and families	D11	GFS	75,000		75,000	
38	DCYF	Children, Youth and Families	Community Engagement and support	Community Engagement and support for early childhood	D5	GFS	75,000			
39	DCYF	Children, Youth and Families	Bicycle-related community program	Bicycle-related community program dedicated towards empowering youth and families, promoting health and environmental sustainable practices, teaching mechanical skills, and job skills in the underserved Excelsior neighborhood and San Francisco's broader southeast	D11	GFS	70,000		70,000	



Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY-1	NGFS Amount BY-1
40	DCYF	Children, Youth and Families	D11 youth arts education and job training	Youth job training in the arts and leadership, including stipends for high school youth	D11	GFS	60,000		50,000	
41	DCYF	Children, Youth and Families	Tenderloin youth programming for boys and girls	Tenderloin teen staff -- \$31,350 for 306 teens to work. Camp Medocino camper fees -- \$12,500. High school to college. \$10,000	D6	GFS	53,850			
42	DCYF	Children, Youth and Families	Family Services Coordination	Coordinating family programs and technical assistance	Citywide	GFS	50,000		15,000	
43	DCYF	Children, Youth and Families	Third Baptist Church afterschool program "Back on Track"	Third Baptist Church afterschool program "Back on Track"	D5	GFS	50,000		50,000	
44	DCYF	Children, Youth and Families	Youth education through theater programs	Youth education through theater programs	D8	GFS	50,000		50,000	
45	DCYF	Children, Youth and Families	Mental and emotional support for Mission youth with housing instability	Community based out of school program providing mental and emotional support for Mission youth with housing instability.	D9	GFS	50,000		50,000	
46	DCYF	Children, Youth and Families	Services for Youth in Bayview	Expansion of Bayview office to support community outreach expansion, cultural exchange, training for monolingual parents	D10	GFS	25,000			
49	DCYF	Children, Youth and Families	Installation of water filling stations at Rooftop elementary	Installation of water filling stations at Rooftop elementary	D8	GFS	15,000			
50	DCYF	Children, Youth and Families	Excelsior Safety Coordinator	Excelsior Safety Coordinator	D11	GFS	10,000			

Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY-1	NGFS Amount BY-1
51	DCYF	Children, Youth and Families	Increased funding for reading support in Alvarado	Increased funding for reading support in Alvarado	D8	GFS	5,000		5,000	
52	DCYF	Children, Youth and Families	Children's Fund Augmentation	Increased set-aside required per Charter.	Citywide	NGFS				1,500,000
<b>Children, Youth and Families Total</b>										
55	DPH	Public Health	Supportive housing for senior women	Transition services to patients residing in senior facility by supporting caregiving.	D9	GFS	250,000		1,085,000	1,500,000
54	DPH	Public Health	Breast Cancer support group services	Breast Cancer support group services	Citywide	GFS	125,000		125,000	
55	DPH	Public Health	Sunday Streets	Sunday Streets	Citywide	GFS	125,000			
56	DPH	Public Health	Homeless services	One HOT team social worker at 16th & Mission	D9	GFS	102,034		102,034	
57	DPH	Public Health	UCSF Wraparound project	Hospital-based violence prevention support	Citywide	GFS	100,000			
58	DPH	Public Health	Medical Infirmary Family Planning	Staff and medical supplies for reproductive health treatment, counseling, and research	Citywide	GFS	86,520			

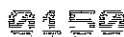
Item #	Dept	Dept Name	Project Title	Project Description	District / Citywide	GFS/NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
59	DPH	Public Health	Medical Shelter Proposal	Provide medical and psychological services in a shelter environment to homeless with chronic medical needs	Citywide	GFS	75,000			
60	DPW	Public Works	Maintenance crew for transit station areas	Maintenance crew for transit station areas	Citywide	GFS	750,000			
61	DPW	Public Works	Vision Zero	Pedestrian safety improvements in D6.	D6		250,000			
62	DPW	Public Works	Ped safety	Vision Zero Implementation-in D7	D7	GFS	150,000			
63	DPW	Public Works	Steam Cleaning	Additional steam cleaning in alleyways	D3	GFS	135,000			
64	DPW	Public Works	Geary Blvd Median Maintenance	Geary Blvd Median Maintenance	D1	GFS	100,000			
65	DPW	Public Works	Additional cleaning for D2 Commercial Corridors	Additional cleaning for D2 Commercial Corridors	D2	GFS	100,000			100,000
66	DPW	Public Works	Ped safety	D8 Street Safety enhancements	D8	GFS	100,000			
			<b>Public Health Total</b>				863,554			227,034
			<b>Public Works Total</b>				750,000			750,000





Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
67	DPW	Public Works	Green Benefits district program manager in the Potrero Hill area	Green Benefits district program manager in the Potrero Hill area	D10	GFS	85,000		85,000	
68	DPW	Public Works	Collapsing Trees	Tree replacement and maintenance in high need corridors	D3	GFS	67,955			
69	DPW	Public Works	Installation of speed bumps in D2	Installation of speed bumps in D2	D2	GFS	50,000			
70	DPW	Public Works	Ped safety	Installation and re-striping of crosswalks to increase pedestrian safety in D2	D2	GFS	50,000			
71	DPW	Public Works	Streetscape improvements	Still Street and Corbett Slope improvements	D8	GFS	44,095			
72	DPW	Public Works	Pedestrian safety improvements in D1	Pedestrian safety improvements in D1	D1	GFS	30,000		30,000	
73	DPW	Public Works	Traffic Calming measures	Traffic Calming measures	D1	GFS	30,000		30,000	
74	DPW	Public Works	Transit/Roads	Gardening/landscaping for D2 landmark	D2	GFS	25,000			
75	DPW	Public Works	CalTrain Sta @ 22nd Street and Iowa Street lighting	Above ground lighting at Cal Train Station for safety.	D10	GFS	20,000			

Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
76	DPW	Public Works	Persia Triangle beautification	Mural and sign with community process/input/competition	D11	GFS	15,000			
77	DPW	Public Works	Athens Avalon Steps	Irrigation, signage and plants	D11	GFS	7,500		7,500	
<b>Public Works Total</b>										
							2,009,550		1,002,500	
78	DSS	Human Services	Food Security Task Force	Home delivered meals, delivered groceries, congregate meals, CalFresh assistance, healthy food purchasing	Citywide	GFS	2,000,000		2,000,000	
79	DSS	Human Services	Community Living Fund	Help people remain in community setting who are at risk of institutionalization. May include homecare, home nursing care, ramps, assistive technology, and more.	Citywide	GFS	200,000			
80	DSS	Human Services	Aging In Place	Extension of the amount currently budgeted for the past 2 years for aging in place work	D9	GFS	100,000			
81	DSS	Human Services	SRO Resident Services	Increase resident services for SRO units to DSS recommended FTE level	D9	GFS	99,590			
82	DSS	Human Services	LGBT Homeless Youth Outreach	LGBT Homeless Youth Outreach	Citywide	GFS	88,677		88,677	
83	DSS	Human Services	Richmond Senior Services	Development of a SeniorVillage model by an organization serving seniors in The Richmond	D1	GFS	75,000			



Item #	Dept	Dept Name	Project Title	Project Description	District / Citywide	GFS / NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
84	DSS	Human Services	Senior services	Expansion of Senior Services in D7	D7	GFS	75,000		75,000	
85	DSS	Human Services	Resources and support for Asian Women	Resources and support for Asian Women	D1	GFS	63,118		63,118	
86	DSS	Human Services	Supportive housing	Management staffing support for youth facilities	Citywide	GFS	60,000		60,000	
87	DSS	Human Services	Food security	Home Delivered Meals/Friendly Visitor Program in the Richmond District	D1	GFS	60,000		60,000	
88	DSS	Human Services	Case management for Filipino Veterans	Case management for Filipino Veterans.	D6	GFS	60,000		60,000	
89	DSS	Human Services	OMI senior case management	Outreach and services	D11	GFS	50,000		50,000	
90	DSS	Human Services	Case management for SOMA Families	Case management for SOMA Families.	D6	GFS	50,000		50,000	
91	DSS	Human Services	Support for staffing for nonprofit organizations in the Portola District	Support for mental health staffing to nonprofit organizations in the Portola District	D9	GFS	50,000		50,000	
92	DSS	Human Services	Cayuga neighborhood aging in place Initiative	Multiple types of support to help facilitate the aging in place model.	D11	GFS	40,000		40,000	

Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY-1	NGFS Amount BY-1
93	DSS	Human Services	Senior social services in the Excelsior	Senior social services in the Excelsior	D11	GFS	30,000			
94	DSS	Human Services	Excelsior Senior Services	Excelsior Senior Services	D11	GFS	25,000			
95	DSS	Human Services	Increased support for seniors in D8	Increased support for seniors in D8	D8	GFS	20,000		20,000	
96	DSS	Human Services	Food pantry in the Excelsior	Food pantry in the Excelsior	D11	GFS	2,000			
97	DSS	Human Services	Supportive housing	Section 8 Program support.	Citywide	GFS	-		500,000	
<b>Human Services Total</b>										
							3,146,325		3,006,795	
98	DTIS	Information Technology	Radio Broadcasting Board of Supervisor Meetings for the Public	Radio Broadcasting Board of Supervisor Meetings for the Public	Citywide	GFS	75,000			75,000
<b>Information Technology Total</b>										
							75,000		75,000	
99	ECN	Economic and Workforce Development	HIV/AIDS Service Provider Capital Support	HIV/AIDS Service Provider Capital Support	Citywide	GFS	500,000			

Item #	Dept	Dept Name	Project Title	Project Description	District / Citywide	GFS/NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
100	ECN	Economic and Workforce Development	Western Addition Neighborhood Access Point - Job placement	Western Addition Neighborhood Access Point - Job placement	D5	GFS	250,000		250,000	
101	ECN	Economic and Workforce Development	LGBT History Archival	LGBT History Archival	Citywide	GFS	100,000		100,000	
102	ECN	Economic and Workforce Development	Corridor Branding in D2	Banners (Sacramento Street)	D2	GFS	50,000			
103	ECN	Economic and Workforce Development	Community Engagement and support	TAY workforce	D5	GFS	50,000		50,000	
104	ECN	Economic and Workforce Development	Economic development	Consultants to create economic development/urban design/marketing plan for Latino cultural special use district	D9	GFS	50,000			
105	ECN	Economic and Workforce Development	Expand Workforce Development	Expand culinary/arts or medical assistant job training in the Mission District	D9	GFS	50,000		50,000	
106	ECN	Economic and Workforce Development	Banners for D1 Merchant corridors	Banners for D1 Merchant corridors	D1	GFS	25,000			
107	ECN	Economic and Workforce Development	District 10 Branding Campaign	Develop marketing and branding campaign to showcase D10 neighborhood and tourism activities	D10	GFS	25,000			
108	ECN	Economic and Workforce Development	Chinatown Music Festival	Continuation of the music festival	D3	GFS	25,000			

Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
		<b>Economic and Workforce Development Total</b>								
		Ethics	Ethics legislation implementation	Ethics legislation implementation technology	Citywide	GFS	50,000		450,000	
109	ETH	Ethics	Ethics legislation implementation	Ethics legislation implementation technology	Citywide	GFS	50,000		450,000	
		<b>Ethics Total</b>								
							50,000			
		<b>Fire Department Total</b>								
		Fire Department	Arson Investigation Team	Arson Investigation Team	Citywide	GFS	325,981		325,981	
110	FIR	Fire Department	Arson Investigation Team	Arson Investigation Team	Citywide	GFS	325,981		325,981	
		<b>Human Rights Commission Total</b>								
		Human Rights Commission	CBOs training & outreach for "Fair Chance" program	CBOs training & outreach for "Fair Chance" program	Citywide	GFS	50,000		50,000	
111	HRC	Human Rights Commission	CBOs training & outreach for "Fair Chance" program	CBOs training & outreach for "Fair Chance" program	Citywide	GFS	50,000		50,000	
		<b>Human Rights Commission Total</b>								
		Human Rights Commission	Case Management and services for translatina persons in the mission and throughout the City	Case Management and services for translatina persons in the mission and throughout the City	Citywide	GFS	25,000		125,000	
112	HRC	Human Rights Commission	Case Management and services for translatina persons in the mission and throughout the City	Case Management and services for translatina persons in the mission and throughout the City	Citywide	GFS	25,000		125,000	
		<b>Human Rights Commission Total</b>								
		Mayor's Office of Housing	Immigration Legal Advocacy	Immigration Legal Advocacy	Citywide	GFS	250,000		175,000	
113	MOH	Mayor's Office of Housing	Immigration Legal Advocacy	Immigration Legal Advocacy	Citywide	GFS	250,000		175,000	

Item #	Dept	Dept Name	Project Title	Project Description	District / Citywide	GFS/NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
114	MOH	Mayor's Office of Housing	Elevator maintenance and repair in D6	Elevator maintenance and repair within Single Room Occupancy facilities.	D6	GFS	250,000			
115	MOH	Mayor's Office of Housing	Youth Services	Expansion of Bayview Chinatown Youth Center office to expand community outreach, services, referrals for low income and public housing residents. Includes a series of cultural exchange events to engage African America, Hispanic and Asian Pacific Islander	D10	GFS	150,000			
116	MOH	Mayor's Office of Housing	Public Housing Leadership Development	Public Housing Leadership Development and community organizing/safety work in Bernal Heights, Holly Courts, and Alemany	D9	GFS	150,000		125,000	
117	MOH	Mayor's Office of Housing	Employment Legal Services for the Asian Pacific Islander Community	Employment Legal Services for the Asian Pacific Islander Community	Citywide	GFS	135,000		135,000	
118	MOH	Mayor's Office of Housing	Housing	LGBT Access to Below Market Rate Housing	D8	GFS	110,000		110,000	
119	MOH	Mayor's Office of Housing	Right to Civil Counsel for Immigration Defense	Funding to leverage pro bono legal counsel for immigration defense	Citywide	GFS	100,000		100,000	
120	MOH	Mayor's Office of Housing	Castro quality of life project	Castro quality of life project	D8	GFS	100,000		100,000	
121	MOH	Mayor's Office of Housing	Planning and development of an Excelsior workforce center	Planning and development of an Excelsior neighborhood-culturally- and linguistically-appropriate -working collaboratively in the district and with the Workforce Task Force	D11	GFS	90,000		90,000	
122	MOH	Mayor's Office of Housing	Upper Yard pre-development and community planning	Community organizing	D11	GFS	75,000		75,000	

Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	NGFS Amount BY-1	NGFS Amount BY-1
123	MCH	Mayor's Office of Housing	Family Network Development	Develop a network of employment and economic services	Citywide	GFS	60,000			
124	MCH	Mayor's Office of Housing	Gardening	1 organizer in the Portola to enhance gardening and urban agriculture	D9	GFS	50,000			50,000
125	MCH	Mayor's Office of Housing	TAY case management	Support for immigrant youth.	D11	GFS	45,000			45,000
126	MCH	Mayor's Office of Housing	New American Welcome Center	New American Welcome Center	D3	GFS	40,000			-
127	MCH	Mayor's Office of Housing	Urban Forestry Council	Urban Forestry Council	D8	GFS	25,000			25,000
128	MCH	Mayor's Office of Housing	Geneva Community Garden	to complete phase one	D11	GFS	15,000			-
129	MCH	Mayor's Office of Housing	Community Resource Guide for Visitation Valley	Production of a hard copy neighborhood resource guide for residents in Vis Valley	D10	GFS	5,000			
130	MCH	Mayor's Office of Housing	Sisterhood Farms development process	Community engagement process	D11	GFS	5,000			5,000
<b>Mayor's Office of Housing Total</b>							<b>1,655,000</b>			<b>860,000</b>



Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY-1	NGFS Amount BY+1
131	MCH/ DSS	Housing/ Human Services	Housing and homelessness	Homeless services; Emergency services; homeless prevention; deep subsidies for families and people with disabilities; low-income operating subsidies; single adult subsidy, etc.	Citywide	GFS	3,000,000		3,000,000	
132	POL	Police	Foot patrol in D9	One additional foot patrol officer in D9	D9	GFS	161,319		161,319	
		<b>Police Total</b>					<b>161,319</b>		<b>161,319</b>	
133	PUC	Public Utilities Commission	Living Library	Environmental literacy after school program at school sites.	Citywide	NGFS		100,000		100,000
134	PUC	Public Utilities Commission	CleanPowerSF Reserve		D1, D5, D11	NGFS		700,000		650,000
135	PUC	Public Utilities Commission	Contractor Assistance Pilot Payment Program	Contractor Assistance Pilot Payment Program	Citywide	NGFS				350,000
136	PUC	Public Utilities Commission	Drink Tap Stations: City-wide Outdoor Bottle Filling Stations	Implementation of the bottled water ordinance, including the installation of at least 8 bottle filling stations at various sites per year (including Bayview, Tenderloin, Chinatown \$12,500 ea)	D1, D3, D6	NGFS		100,000		100,000
137	PUC	Public Utilities Commission	Drink Tap Stations: SFUSD Schools	Installation of Drink Tap stations at 6 public schools in FY14-15; and up to 10 public schools in FY15-16 that demonstrate high-need. (estimated cost of \$13,500/school).	Citywide	NGFS		81,000		162,000

Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
138	PUC	Public Utilities Commission	Educational partnerships--curriculum development for high school students on environmental technology/careers (Power enterprise)	Educational partnerships--curriculum development for high school students on environmental technology/careers	Citywide	NGFS	90,000	90,000		90,000
139	PUC	Public Utilities Commission	Educational Partnerships--curriculum development for high school students on environmental technology/careers (Water enterprise)	Educational Partnerships--curriculum development for high school students on environmental technology/careers (Water enterprise)	Citywide	NGFS	90,000	90,000		90,000
140	PUC	Public Utilities Commission	Expansion of Pre-Apprenticeship Pathways in the Water Enterprise	Expand the 9910 pre-apprentice program in the Water Enterprise for 2 years. The internship program will create a bridge to the machinist trainee position.	Citywide	NGFS	269,000	269,000		300,000
141	PUC	Public Utilities Commission	K-8 Outdoor Environmental Education	Support outdoor education programming at Bessie Carmichael Elementary School in SOMA that will teach sustainability; water, nitrogen, and carbon cycles; food cultivation; etc.	D6	NGFS	-	-		50,000
142	PUC	Public Utilities Commission	LID Sidewalk Garden Grants	Continue the Front Yard Ambassador's grant program in FY 14/15.	D3, D4, D8, D9	NGFS	380,000	380,000		-
143	PUC	Public Utilities Commission	LID: Urban Agriculture	College Hill Green Infrastructure Outdoor Classroom	D9	NGFS	135,000	135,000		-
144	PUC	Public Utilities Commission	Low Impact Design (LID): Urban Agriculture	Crocker Amazon Urban Farm.	D11	NGFS	300,000	300,000		-
145	PUC	Public Utilities Commission	Low Impact Design (LID): Water Conservation Improvements for the SF Veteran's Memorial	Support courtyard improvements for the San Francisco Veteran's Memorial and Courtyard project, that will result in needed water and drainage systems upgrades.	Citywide	NGFS	100,000	100,000		-
146	PUC	Public Utilities Commission	Outreach Pilot Program for enrollment in the Community Assistance Program (CAP) (Power enterprise)	Outreach Pilot Program for enrollment in the Community Assistance Program (CAP) (Power enterprise)	Citywide	NGFS	25,000	25,000		25,000

Item #	Dept	Dept Name	Project Title	Project Description	District / Citywide	GFS/NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
147	PUC	Public Utilities Commission	Outreach Pilot Program for enrollment in the Community Assistance Program (CAP) (Water enterprise)	Outreach Pilot Program for enrollment in the Community Assistance Program (CAP) (Water enterprise)	Citywide	NGFS	25,000	25,000		25,000
148	PUC	Public Utilities Commission	Permeable School Yards	Replace or remove impermeable SFUSD school sites. In FY14-15, may include Starr King Elementary, Presidio Middle School, and School of the Arts.	D1, D8, D10	NGFS	270,000	270,000		410,000
149	PUC	Public Utilities Commission	Sterling Park Landscape Improvements	Support landscaping improvements at Sterling Park.	D2	NGFS	150,000	150,000		-
150	PUC	Public Utilities Commission	Workforce Development Pilot: Green Infrastructure Maintenance Trainee Program	Support a pilot program (potential partnership with DPW) to train and support a local workforce of at least 15 disadvantaged San Franciscans to maintain green infrastructure projects.	Citywide	NGFS	385,000	385,000		550,000
151	PUC	Public Utilities Commission	Youth Employment (Youth Workforce Initiative)	Support an additional 120+ SFPUC-related work experience/employment opportunities for youth and/or young adults per year and allow the SFPUC to maintain current levels of funding.	D10, D11	NGFS	122,000	122,000		160,000
152	PUC	Public Utilities Commission	Youth Employment (Water enterprise)	Youth Employment (Water enterprise)	D10	NGFS	63,000	63,000		25,000
<b>Public Utilities Commission Total</b>										
					Citywide	GFS	750,000	3,385,000		3,087,000
153	REC	Recreation and Parks	Park patrol	Park patrol	Citywide	GFS	750,000		750,000	
154	REC	Recreation and Parks	Capital	Alta Plaza Park, pathways, drainage, landscaping	D2	GFS	439,000		439,000	

Item #	Dept	Dept Name	Project Title	Project Description	District / Citywide	GFS / NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
155	REC	Recreation and Parks	45th & Lincoln Way Boat Playground restroom	* Community Opportunity Fund request for \$500,000, remaining amount requested.	D4	GFS	250,000		250,000	
156	REC	Recreation and Parks	Ped safety	Panhandle ped pathway + irrigation	D5	GFS	250,000		250,000	
157	REC	Recreation and Parks	South Sunset Recreation Center Expansion	Improvements to clubhouse that is heavily used.	D4	GFS	220,840			
158	REC	Recreation and Parks	Play structure and improvement in D7	Play structure and improvement in D7	D7	GFS	150,000			
159	REC	Recreation and Parks	Benches and trash receptacles in Alta Plaza Park.	Benches and trash receptacles in Alta Plaza Park.	D2	GFS	115,000		115,000	
160	REC	Recreation and Parks	Urban forestry	Urban forestry division support including Buena Vista Park	Citywide	GFS	100,000			
161	REC	Recreation and Parks	Playground	Mountain Lake Park Playground	D2	GFS	75,000			
162	REC	Recreation and Parks	Staffing Clubhouse in D7	Staffing Clubhouse in D7	D7	GFS	60,000			
163	REC	Recreation and Parks	Ocean Beach cleanup	Ocean Beach cleanup	D1	GFS	55,000			

Item #	Dept	Dept Name	Project Title	Project Description	District / Citywide	GFS / NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY+1	NGFS Amount BY+1
164	REC	Recreation and Parks	Community Building Events in D2	Community Building Events in D2	D2	GFS	50,000			
165	REC	Recreation and Parks	Maintenance	Francisco Reservoir	D2	GFS	50,000			
166	REC	Recreation and Parks	Parks, National Park Service	Gardening support for D1 Parks	D1	GFS	28,790			
167	REC	Recreation and Parks	Security Cameras	Security Cameras at the Chinese Recreation Center in D3	D3	GFS	27,500			
168	REC	Recreation and Parks	Parks, SF Rec/Park	Custodial support for D1 Parks	D1	GFS	25,600			
169	REC	Recreation and Parks	Richmond movies in the park	Richmond movies in the park	D1	GFS	25,000		25,000	
170	REC	Recreation and Parks	Buchanan street commercial area revamp planning process	Buchanan street commercial area revamp planning process	D5	GFS	25,000			
171	REC	Recreation and Parks	Golden Gate Park Senior Center	Sunday programming for seniors in the Richmond District	D1	GFS	15,000			
172	REC	Recreation and Parks	Neighborhood center playground expansion	Neighborhood center playground expansion	D1	GFS	15,000			15,000

Item #	Dept	Dept Name	Project Title	Project Description	District/ Citywide	GFS/ NGFS	GFS Amount BY	NGFS Amount BY	GFS Amount BY	NGFS Amount BY	
173	REC	Recreation and Parks	Support of new and existing programming in McLaren Park	Support of new and existing programming in McLaren Park	D11/ D9/ D10	GFS	10,000		10,000	5,000	
174	REC	Recreation and Parks	Support of Saturdays in the Park at McLaren Park	Support of Saturdays in the Park at McLaren Park	D11/ D9/ D10	GFS	10,000		10,000	5,000	
175	REC	Recreation and Parks	Public Realm Infrastructure Improvements	Lights at Lafayette Park	D2	GFS	10,000		10,000	-	
176	REC	Recreation and Parks	Lincoln Park Steps	Lincoln Park Steps	D1	GFS	5,000		5,000		
177	WOM	Status of Women	Domestic Violence Services at Housing Authority Sites	Domestic Violence Services at Housing Authority Sites - 1 FTE Authority Sites	Citywide	GFS	110,000		110,000	1,454,000	
<b>Recreation and Parks Total</b>							2,761,730		2,761,730	1,454,000	
<b>Status of Women Total</b>							110,000		110,000		
<b>Grand Total</b>							29,154,109	3,945,000	33,199,629		5,202,000
<b>TOTAL BY FISCAL YEAR</b>									<b>23,139,109</b>		<b>18,394,629</b>

\*Mayor's technical adjustment for Fiscal Year 2015/16; transferred \$100,000 from the Department of Children, Youth and Their Families to the Human Rights Commission, transferred \$40,000 from the Mayor's Office on Housing and \$35,000 from the Department of Children, Youth, and Their Families, to the San Francisco Unified School District.

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ADULT PROBATION Dept. Code: ADP

Type of Request:  Initial  Modification of an existing PSC (PSC # 4126 11/12)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Reentry Technical Services: Facilitator, Grant Writers, Strategic Planners, Evaluators, etc.

Funding Source: Private Foundation and other

PSC Original Approved Amount: \$500,000 PSC Original Approved Duration: 07/01/12 - 06/30/17 (5 years)

PSC Mod#1 Amount: \$890,000 PSC Mod#1 Duration: 09/15/14-12/31/17 (26 weeks 2 days)

PSC Mod#2 Amount: \_\_\_\_\_ PSC Mod#2 Duration: \_\_\_\_\_

PSC Cumulative Amount Proposed: \$1,390,000 PSC Cumulative Duration Proposed: 5 years 26 weeks

**1. Description of Work**

**A. Scope of Work:**

San Francisco Adult Probation Department (APD) needs individuals that have dual expertise in reentry and evidence based criminal justice strategies and technical service: facilitation, grant writing, strategic planning, evaluation, capacity building and communications. The expertise of the technical services providers is unique, unrepresented and greatly needed in APD.

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

AB 109 and SB 678 set a new standard for working with offenders. AB 109 requires local supervision of many former state parolees and SB 678 provides incentive funds to counties that see probation violation/prison commitment reductions. These services will help APD sustain and maintain the legislatively required supervision changes and enhancements. If the PSC is denied APD will not be able to provided these needed services to the community.

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

Yes. PSC #412611/12

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

**2. Union Notification:** On 09/15/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4126 11/12

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/20/2014

Civil Service Commission Action:



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

A. Specify required skills and/or expertise:

Deep understanding of reentry, corrections and the criminal justice coupled with facilitation, strategic planning, design of evaluation surveys and longitudinal studies, assessment of contractor capacity strengths, deficits and needed growth; reentry branding, marketing, and graphic design.

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:

Projects are varied and short-term, each requiring specialized expertise to complete projects

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? See Attachment: List of current contractors under PSC 4126 11/12	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

ON 09/15/14 BY:

Name: Diane Lim Phone: 553-1058 Email: diane.lim@sfgov.org

Address: 880 Bryant Street, Room 200 San Francisco, CA

# Receipt of Union Notification(s)

**Martinez, Veronica (ADP)**

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**From:** dhr-psccordinator@sfgov.org on behalf of diane.lim@sfgov.org  
**Sent:** Monday, September 15, 2014 1:53 PM  
**To:** Lim, Diane (ADP); leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Martinez, Veronica (ADP); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 4126 11/12 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The ADULT PROBATION -- ADP has submitted a modification request for a Personal Services Contract (PSC) for \$890,000 for services for the period September 15, 2014 -- December 31, 2017. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhr Drupal/node/3917>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org) [tiya.thlang@seiu1021.org](mailto:tiya.thlang@seiu1021.org) [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net) [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org) [ablood@cirseiu.org](mailto:ablood@cirseiu.org) [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com) [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org)

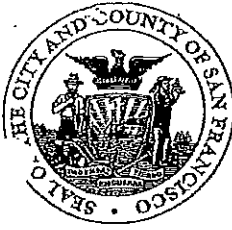
# Additional Attachment(s)

**Explanation of why the PSC 4126 11/12 needs to be extended for more than five years:**

Although this PSC was awarded in 2012, contracts under this PSC were not approved until well into 2013 and 2014 with more contracts expected to be approved in the future. The reason for extending the PSC over the five year period is to account for this delay in the contracting process. All the professional service contracts from the Adult Probation Department have clauses indicating that according to City guidelines the contract term will never exceed more than five years.

**List of current contractors under PSC 4126 11/12 as of September 19, 2014:**

1. Anders & Anders Foundation,
2. George Mason University,
3. Nash & Associates, and
4. Tides Center.



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

June 6, 2012

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

E. DENNIS NORMANDY  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

SCOTT R. HELDFOND  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4126-11/12 THROUGH 4132-11/12; 4107-10/11; 4086-08/09; 3036-11/12; AND 4115-07/08.**

At its meeting of June 4, 2012 the Civil Service Commission had for its consideration the above matter.

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

The Commission:

Adopted the report; Approved the request for proposed personal services 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.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

### Attachment

- c: Parveen Boparai, Municipal Transportation Agency
- Rachel Buerkle, Department of the Environment
- Micki Callahan, Human Resources Director
- Marié de Vera, Department of Human Resources
- Jacque Hale, Department of Public Health
- Rebecca Krell, Arts Commission
- Diane Lim, Adult Probation
- Maria Ryan, Department of Human Resources
- Jeannie Wong, Office of the Controller
- Commission File
- Chron

POSTING FOR

6/4/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4126-11/12	13	Adult Probation	Regular	\$500,000	APD needs individuals that have dual expertise in reentry and evidence based criminal justice strategies and Technical Services, facilitation, grant writing, strategic planning, evaluation, capacity building and communications. The expertise of the technical services providers is unique, unrepresented and greatly needed in the SFAPD.	7/1/2012 - 6/30/2017
4127-11/12	13	Adult Probation	Regular	\$12,500,000	Reentry Services include mental health, substance abuse, housing, education, employment and financial literacy services to criminal justice-system involved individual who have complex and interesting challenges and barriers. Reentry Service providers have expertise in understanding the needs and how to successfully tailor service delivery to offenders.	7/1/2012 - 6/30/2017
4128-11/12	09	Controller	Regular	\$100,000	Provide hosting services for historical payroll reports generated prior to October 2012. Payroll reports are accessed by every City department's payroll professionals, time keepers, and managers every pay period to validate payroll and deduction calculations through a partitioned access protocol with predefined search indexes.	9/1/2012 - 8/31/2017
4129-11/12	82	Public Health	Regular	\$600,000	Work includes maintenance and support of the Interdepartmental Children's System of Care Shared Youth Database, a web-based application based on proprietary software (DCARX) used to match records of children and adolescent clients served by the DPH, H.S.A., Juvenile Probation, and SFUSD in order to identify opportunities for early intervention, care planning, practice improvement, and research. Work will also include building a data dashboard and associated reports using data obtained from the new Avellar system of Electronic Health Records for behavioral health system clients, in preparation for compliance with health care reform.	7/1/2012 - 6/30/2017
4130-11/12	82	Public Health	Regular	\$1,000,000	This request is for services for the Cities Readiness Initiative (which helps prepare the City for a public health emergency such as a catastrophic bioterrorism attack by providing antibiotic prophylaxis to approximately 1.2 million people in SF within the first 48 hours) by enabling administration of services for specialized review and further development of its protocols and tools for surveillance and investigation to urgent cases and outbreaks of disease, including data forms and the Integrated Case and Outbreak Management System (ICOMS). This will include review of existing protocols and tools developed for both normal operations and for the Department's Infectious Disease Emergency Response Plan (IDER) and the creation of documentation to support disease control and immunization record keeping systems (ICOMS and ICMAS), including functional descriptions, detailed specifications, and guides for configuring, administering, and troubleshooting records systems; purchase, package and inventory of Point of Dispensation (POD) equipment and supplies for all POD trailers; creating multilingual signs for use in POD sites; developing traffic routes and cubic footage requirements for antibiotic distribution between storage, POD sites and regionally agreed upon mass prophylaxis training modules; and developing website and internet screening processes to provide antibiotic prophylaxis.	8/10/2012 - 8/9/2015

POSTING FOR -  
6/4/2012

PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4107-10/11	13	Adult Probation	Regular	\$20,000	\$100,000	PSC Modification requested to extend the PSC duration and increase PSC amount. The Adult Probation Department has not entered into a drug testing contract pending a final department operational Drug Testing policy and procedure. The extended duration will allow the department to enter into a contract and the additional amount is estimated to cover the contract until June 30, 2015. The Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders.	7/1/2011 - 6/30/2015
4086-08/09	22	Environment	Regular	\$120,000	\$240,000	SES requires a contractor to provide Charter Bus transportation for the School Education Program's environmental field trips for grades K-12 students.	3/1/2009 - 12/31/2015
3036-11/12	28	Art Commission	Regular	\$50,000	\$100,000	A Bay Area consultant who specializes in coordinating multiple City, state and federal requirements for the construction of culturally based renovations and construction, will serve in a critical advisory capacity to assist with the management of a renovation project at Bayview Opera House located at 4705 Third Street. This work entails working with and maintaining relationships, as well as coordinating efforts with other city agencies, principally with the Department of Public Works, MUNI, Mayor's Office of Disability, Department of Real Estate, the Redevelopment Agency, and others. This will also include coordinating with the Bayview Opera House tenant organization and its board, the San Francisco Architectural Heritage Foundation and other neighborhood groups. The consultant will advise on preservation requirements, programmatic use of a cultural facility, coordinate multiple high visibility restoration projects and help to improve project efficiency and coordination.	9/1/2011 - 6/30/2013
4115-07/08	81	Public Health	Regular	\$550,000	\$1,792,000	To serve as backup to provide year-round 24/7 day a week access to telephone interpreters for San Francisco General Hospital, the Public Health Centers, Laguna Honda Hospital, Health at Home other Department locations. The telephone interpreters must be skilled in phone based medical interpreting services and must be able to provide two-way, real time interpretation in a multitude of languages. This modification covers the anticipated needs of the Department through December 31, 2013. The Department has experienced an increase in the volume of telephone interpreter services due to the full implementation of Healthy San Francisco, the roll out of videoconferencing, dual handset, and Polycom phones which are used in the Health Centers and Emergency Department. The Department has hired and is in the process of hiring additional interpreters to meet the demand.	4/1/2008 - 12/31/2013
<b>Total:</b>				<b>\$740,000</b>			

5172



POSTING FOR  
6/4/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
413-1-11/12	82	Public Health	Regular	\$12,000,000	Subject to the availability of beds and services, Contractor will provide hospital, clinic and other services to medically indigent residents of San Francisco, in Home Support Services patients, and County Jail patients, as well as emergency perfusion services, upon request. Services will include cardiac surgery, angioplasty, neurology procedures, radiation oncology, leukemia treatment, ophthalmology procedures and other services not provided at SFGH.	7/1/2012 - 6/30/2016
413-1-11/12	35	Municipal Transportation Agency	Regular	\$330,000	To assist in effectively planning and evaluating its services, and to comply with certain federal funding and regulatory requirements, the San Francisco Municipal Transportation Agency (SFMTA) needs to collect, through an in-person ridership survey at a statistically significant level, the demographics and transportation practices of its riders. The consultant will collect statistically-significant data about customer travel patterns, income levels, ethnic background, language proficiency and fare media usage both on a temporal and geographical basis. Customers on all routes and modes and throughout the service period will need to be surveyed. The consultant shall perform cross-tabulations on data and illustrate results in tables and charts, provide narrative data analysis, and make recommendations to SFMTA staff based upon the resulting data.	8/1/2012 - 2/28/2014

Total Amount - Regular: \$27,050,000

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 3/26/2012

DEPARTMENT NAME: San Francisco Adult Probation Department DEPARTMENT NUMBER 13

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

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

TYPE OF SERVICE: Reentry Technical Services (Facilitator, Grant Writers, Strategic Planners, Evaluators, Capacity Building and Communications)

FUNDING SOURCE: Private Foundation and other sources to be determined

PSC AMOUNT: \$500,000 PSC DURATION: 5 Years (July 1, 2012 - June 30, 2017)

1. DESCRIPTION OF WORK

A. Concise description of proposed work: APD needs individuals that have dual expertise in reentry and evidence based criminal justice strategies and Technical Services: facilitation, grant writing, strategic planning, evaluation, capacity building and communications. The expertise of the technical services providers is unique, unrepresented and greatly needed in the SFAPD.

B. Explain why this service is necessary and the consequences of denial: AB 109 and SB 678 set a new standard for working with offenders. AB 109 requires local supervision of many former state parolees and SB 678 provides incentive funds to counties that see probation violation/prison commitment reductions. These services will help SFAPD sustain and maintain the legislatively required supervision changes and enhancements.

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 because APD had not had the responsibility for such initiatives in the past.

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

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

Local 21 Union Name Signature of person mailing/faxing form Date

SEIU 1021 Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

*Deep understanding of reentry, corrections and the criminal justice coupled with facilitation, strategic planning, design of evaluation surveys and longitudinal studies, assessment of contractor capacity strengths, deficits and needed growth; reentry branding, marketing, and graphic design.*

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

None

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

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

*Projects are varied and short-term, each requiring specialized expertise to complete projects.*

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 employees?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Describe the training and indicate approximate number of hours.   |                          |                                     |
| • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. |                          |                                     |
| C. Are there legal mandates requiring the use of contractual services?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?   | <input 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

**Diane Lim**

**553-1058**

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

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

**880 Bryant Street, 2<sup>nd</sup> Floor**  
**San Francisco, CA 94103**

\_\_\_\_\_  
Address



For Informational Purposes  
December 19, 2013

(916) 445-4950

## 2011 Public Safety Realignment

*The cornerstone of California's solution to reduce prison overcrowding, costs, and recidivism*

In 2011, Governor Edmund G. Brown Jr. signed Assembly Bill (AB) 109 and AB 117, historic legislation to enable California to close the revolving door of low-level inmates cycling in and out of state prisons. It is the cornerstone of California's solution to the U.S. Supreme Court order to reduce the number of inmates in the state's 33 prisons to 137.5 percent of original design capacity.

All provisions of Assembly Bill (AB) 109 and AB 117 were prospective and implementation of the 2011 Realignment Legislation began October 1, 2011. **No inmates currently in state prison were or are transferred to county jails or released early.**

Prior to Realignment, more than 60,000 felon parole violators returned to state prison annually, with an average length of stay of 90 days. On September 30, 2011, the felon parole violator population was 13,285; by the end of November 2013, that population was down to 25 due to the fact that most felon parole violators now serve revocation time in county jail.

Under Realignment, newly-convicted low-level offenders without current or prior serious or violent offenses stay in county jail to serve their sentence; this has reduced the annual admissions to less than 36,000 a year. Prior to Realignment, there were approximately 55,000 to 65,000 new admissions from county courts to state prison.

Overall, the diversion of low-level offenders and parole violators to county jail instead of state prison since October 2011 has resulted in a population decrease of about 25,000.

### Funding of Realignment

AB 109 provides a dedicated and permanent revenue stream to the counties through Vehicle License Fees and a portion of the State sales tax outlined in trailer bills AB 118 and Senate Bill 89. The latter provides revenue to counties for local public safety programs and the former establishes the Local Revenue Fund 2011 (Fund) for counties to receive the revenues and appropriate funding for 2011 Public Safety Realignment.

This funding became constitutionally guaranteed by California voters under the passage of Proposition 30 in 2012.

\$400 million was provided to the counties in the first partial fiscal year of Realignment, growing to more than \$850 million last year and more than \$1 billion in 2013-2014.

The following trailer bills were signed to secure sufficient funding for counties:

- AB 111
  - Gives counties additional flexibility to access funding to increase local jail capacity for the purpose of implementing Realignment.

- AB 94 (2011 Realignment Legislation Addressing Public Safety)
  - Came into effect upon the passage of AB 111.
  - Authorizes counties that have received a conditional award under a specified jail facilities financing program to relinquish that award and reapply for a conditional award under a separate financing program.
  - Lowers the county's required contribution from 25 percent to 10 percent and additionally requires CDCR and the Corrections Standard Authority to give funding preference to those counties that relinquish local jail construction conditional awards and agree to continue to assist the state in siting re-entry facilities.
- AB 118
  - Outlines the financial structure for allocating funds to a variety of accounts for realignment.
  - Establishes the Local Revenue Fund 2011 for receiving revenue and appropriates from that account to the counties.
  - Directs the deposit of revenues associated with 1.0625 percent of the state sales tax rate to be deposited in the Fund.
  - Establishes a reserve account should revenues come in higher than anticipated.
  - The reallocation formulas will be developed more permanently using appropriate data and information for the 2012-13 fiscal year and each fiscal year thereafter.
  - Implements sufficient protections to provide ongoing funding and mandated protection for the state and local government.
  - The smallest of counties that benefitted from the minimum grant each received approximately \$77,000 in 2011-12.
- SB 89
  - Dedicates a portion (\$12) of the Vehicle License Fee to the Fund.
  - Revenue comes from two sources: freed up VLF previously dedicated to DMV administration and VLF that was previously dedicated to cities for general purpose use.
  - Estimated total amount of VLF revenue dedicated to realignment was \$354.3 million in 2011-2012.
- SB 87
  - Provided counties with a one-time appropriation of \$25 million to cover costs associated with hiring, retention, training, data improvements, contracting costs, and capacity planning pursuant to each county's AB 109 implementation plan.

#### **Local Planning Process**

The Community Corrections Partnership (CCP), which was previously established in Penal Code § 1230, developed an implementation plan for their respective county. The Executive Committee from the CCP members is comprised of the following:

- Chief probation officer
- Chief of police
- Sheriff
- District Attorney
- Public Defender
- Presiding judge of the superior court (or his/her designee)
- A representative from either the County Department of Social Services, Mental Health, or Alcohol and Substance Abuse Programs, as appointed by the County Board of Supervisors.

### **Community, Local Custody**

AB 109 allows non-violent, non-serious, and non-sex offenders to serve their sentence in county jails instead of state prisons. However, counties can contract back with the State to house local offenders.

Under AB 109:

- **No inmates are transferred from state prisons to county jails.**
- **No state prison inmates are released early.**
- All felons sent to state prison prior to the implementation of Realignment will continue to serve their entire sentence in state prison.
- All felons convicted of current or prior serious or violent offenses, sex offenses, and sex offenses against children will go to state prison.
- There are nearly 70 additional crimes that are not defined in the Penal Code as serious or violent offenses but at the request of law enforcement and district attorneys were added as offenses that would be served in state prison rather than in local custody.

### **Post-Release (County-Level) Community Supervision**

CDCR continues to have jurisdiction over all offenders who were on state parole prior to the implementation date of October 1, 2011. County-level supervision for offenders upon release from prison includes current non-violent, current non-serious (irrespective of priors), and some sex offenders. County-level supervision does not include:

- Inmates paroled from life terms to include third-strike offenders;
- Offenders whose current commitment offense is violent or serious, as defined by California's Penal Code §§ 667.5(c) and 1192.7(c);
- High-risk sex offenders, as defined by CDCR;
- Mentally Disordered Offenders; nor
- Offenders on parole prior to October 1, 2011.

Offenders who meet the above-stated conditions continue to be under state parole supervision.

In all 58 counties, the Probation Department is the designated agency responsible for post-release supervision.

CDCR must notify counties of an individual's release at least one month prior, if possible. Once the individual has been released, CDCR no longer has jurisdiction over any person who is under post-release community supervision. Currently, CDCR is working to ensure counties receive inmate packets 120 days prior to the ordered release date.

No person shall be returned to prison on a parole revocation except for those life-term offenders who paroled pursuant to Penal Code § 3000.1 (Penal Code § 3056 states that only these offenders may be returned to state prison).

### **Parole Revocations**

As of October 1, 2011, all parole revocations are served in county jail instead of state prison and can only be up to 180 days.

As of July 1, 2013 the parole revocation process is now a local court-based process. Local courts, rather than the Board of Parole Hearings, are the designated authority for determining parole revocations.

Contracting back to the state for offenders to complete a custody parole revocation is not an option.

Only offenders previously sentenced to a life term can be revoked to prison.

The Board of Parole Hearings continues to conduct:

- Parole consideration for lifers;
- Medical parole hearings;
- Mentally disordered offender cases; and
- Sexually Violent Predator cases.

AB 109 also provides the following under parole:

- Allows local parole revocations up to 180 days
- Authorizes flash incarceration at the local level for up to 10 days

Inmates released to parole after serving a life-term (e.g., murderers, violent sex offenders, and third-strikers) will be eligible for parole revocation back to state prison if ordered by the Board.

#### **Effects on Conservation Camps**

- Conservation camps are currently at capacity
- CDCR is currently working with CAL FIRE and the counties to use county inmates to help fill the vacancies.

#### **Effects on Female Population**

As a substantial portion of female offenders fall under the definition of non-serious, non-violent, and non sex-offenders, the female inmate population at CDCR has dropped by a third, approximately 3,100 inmates.

The California Prisoner Mother Program (CPMP) in Pomona will remain open. CPMP was designed for pregnant or parenting women, convicted of a low-level offense, with children under the age of six, who could participate in a community substance abuse treatment program while caring for their children.

The Female Rehabilitative Community Correctional Center in Bakersfield will stay open until its contract expires in 2018. The facility currently has 75 beds available for women who were convicted of a non-serious, non-violent, and non-sex offense and who have 36 months or less to serve of their sentence. However, as that population diminishes based upon AB109, the FRCCC will begin housing Civil Addicts for the duration of the contract.

#### **The Division of Juvenile Justice**

There were no changes to DJJ during the 2011 realignment.

#### **CDCR Adult Programs**

As CDCR's population changes due to Realignment, the Division of Adult Programs will utilize projection information to review appropriate programming to address offender needs. While exact dates for program adjustments are still under evaluation, Adult Programs is dedicated to serving as many offenders as possible by maximizing existing resources.

###

**Senate Bill No. 678**

**CHAPTER 608**

An act to add and repeal Chapter 3 (commencing with Section 1228) of Title 8 of Part 2 of the Penal Code, relating to probation.

[Approved by Governor October 11, 2009. Filed with  
Secretary of State October 11, 2009.]

LEGISLATIVE COUNSEL'S DIGEST

SB 678, Leno. Criminal recidivism.

Existing law authorizes the Department of Corrections and Rehabilitation to oversee programs for the purposes of reducing parolee recidivism.

This bill would authorize each county to establish a Community Corrections Performance Incentives Fund (CCPIF) and would authorize the state to annually allocate money into a State Corrections Performance Incentives Fund to be used for specified purposes relating to improving local probation supervision practices and capacities, as specified. This bill would require the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, to calculate the amount of money to be appropriated from the state fund into a CCPIF. This bill would specify that the calculation would be based on costs avoided by the Department of Corrections and Rehabilitation because of a reduction in the percentage of adult probationers sent to prison for a probation failure, as specified. This bill would also require each county using CCPIF funds to identify and track specific outcome-based measures, as specified, and report to the Administrative Office of the Courts on the effectiveness of the programs paid for by the CCPIF.

This bill would require the community corrections programs to be developed and implemented by the chief probation officer, as advised by a Community Corrections Partnership. This bill would require specified local officials to serve as part of that Community Corrections Partnership. Because this bill would increase the duties for certain local officials, it would impose a state-mandated local program.

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

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.



*The people of the State of California do enact as follows:*

SECTION 1. This act shall be known and may be cited as the California Community Corrections Performance Incentives Act of 2009.

SEC. 2. Chapter 3 (commencing with Section 1228) is added to Title 8 of Part 2 of the Penal Code, to read:

CHAPTER 3. CALIFORNIA COMMUNITY CORRECTIONS PERFORMANCE INCENTIVES

1228. The Legislature finds and declares all of the following:

(a) In 2007, nearly 270,000 felony offenders were subject to probation supervision in California's communities.

(b) In 2007, out of 46,987 new admissions to state prison, nearly 20,000 were felony offenders who were committed to state prison after failing probation supervision.

(c) Probation is a judicially imposed suspension of sentence that attempts to supervise, treat, and rehabilitate offenders while they remain in the community under the supervision of the probation department. Probation is a linchpin of the criminal justice system, closely aligned with the courts, and plays a central role in promoting public safety in California's communities.

(d) Providing sustainable funding for improved, evidence-based probation supervision practices and capacities will improve public safety outcomes among adult felons who are on probation. Improving felony probation performance, measured by a reduction in felony probationers who are sent to prison because they were revoked on probation or convicted of another crime while on probation, will reduce the number of new admissions to state prison, saving taxpayer dollars and allowing a portion of those state savings to be redirected to probation for investing in community corrections programs.

1229. As used in this chapter, the following definitions apply:

(a) "Community corrections" means the placement of persons convicted of a felony offense under probation supervision, with conditions imposed by a court for a specified period.

(b) "Chief probation officer" means the chief probation officer for the county or city and county in which an adult offender is subject to probation for the conviction of a felony offense.

(c) "Community corrections program" means a program established pursuant to this act consisting of a system of felony probation supervision services dedicated to all of the following goals:

(1) Enhancing public safety through the management and reduction of offender risk while under felony probation supervision and upon reentry from jail into the community.

(2) Providing a range of probation supervision tools, sanctions, and services applied to felony probationers based on a risk/needs assessment

for the purpose of reducing criminal conduct and promoting behavioral change that results in reducing recidivism and promoting the successful reintegration of offenders into the community.

(3) Maximizing offender restitution, reconciliation, and restorative services to victims of crime.

(4) Holding offenders accountable for their criminal behaviors and for successful compliance with applicable court orders and conditions of supervision.

(5) Improving public safety outcomes for persons placed on probation for a felony offense, as measured by their successful completion of probation and commensurate reduction in the rate of felony probationers sent to prison as a result of a probation revocation or conviction of a new crime.

(d) "Evidence-based practices" refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or postrelease supervision.

1230. (a) Each county is hereby authorized to establish in each county treasury a Community Corrections Performance Incentives Fund (CCPIF), to receive all amounts allocated to that county for purposes of implementing this chapter.

(b) In any fiscal year for which a county receives moneys to be expended for the implementation of this chapter, the moneys, including any interest, shall be made available to the chief probation officer (CPO) of that county, within 30 days of the deposit of those moneys into the fund, for the implementation of the community corrections program authorized by this chapter.

(1) The community corrections program shall be developed and implemented by probation and advised by a local Community Corrections Partnership.

(2) The local Community Corrections Partnership shall be chaired by the chief probation officer and comprised of the following membership:

- (A) The presiding judge of the superior court, or his or her designee.
- (B) A county supervisor or the chief administrative officer for the county.
- (C) The district attorney.
- (D) The public defender.
- (E) The sheriff.
- (F) A chief of police.
- (G) The head of the county department of social services.
- (H) The head of the county department of mental health.
- (I) The head of the county department of employment.
- (J) The head of the county alcohol and substance abuse programs.
- (K) The head of the county office of education.
- (L) A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense.
- (M) An individual who represents the interests of victims.

(3) Funds allocated to probation pursuant to this act shall be used to provide supervision and rehabilitative services for adult felony offenders subject to probation, and shall be spent on evidence-based community corrections practices and programs, as defined in subdivision (c) of Section 1229, which may include, but are not limited to, the following:

(A) Implementing and expanding evidence-based risk and needs assessments.

(B) Implementing and expanding intermediate sanctions that include, but are not limited to, electronic monitoring, mandatory community service, home detention, day reporting, restorative justice programs, work furlough programs, and incarceration in county jail for up to 90 days.

(C) Providing more intensive probation supervision.

(D) Expanding the availability of evidence-based rehabilitation programs including, but not limited to, drug and alcohol treatment, mental health treatment, anger management, cognitive behavior programs, and job training and employment services.

(E) Evaluating the effectiveness of rehabilitation and supervision programs and ensuring program fidelity.

(4) The chief probation officer shall have discretion to spend funds on any of the above practices and programs consistent with this act but, at a minimum, shall devote at least 5 percent of all funding received to evaluate the effectiveness of those programs and practices implemented with the funds provided pursuant to this chapter. A chief probation officer may petition the Administrative Office of the Courts to have this restriction waived, and the Administrative Office of the Courts shall have the authority to grant such a petition, if the CPO can demonstrate that the department is already devoting sufficient funds to the evaluation of these programs and practices.

(5) Each probation department receiving funds under this chapter shall maintain a complete and accurate accounting of all funds received pursuant to this chapter.

1231. (a) Community corrections programs funded pursuant to this act shall identify and track specific outcome-based measures consistent with the goals of this act.

(b) The Administrative Office of the Courts, in consultation with the Chief Probation Officers of California, shall specify and define minimum required outcome-based measures, which shall include, but not be limited to, all of the following:

(1) The percentage of persons on felony probation who are being supervised in accordance with evidence-based practices.

(2) The percentage of state moneys expended for programs that are evidence-based, and a descriptive list of all programs that are evidence-based.

(3) Specification of supervision policies, procedures, programs, and practices that were eliminated.

(4) The percentage of persons on felony probation who successfully complete the period of probation.

(c) Each chief probation officer receiving funding pursuant to Sections 1233 to 1233.6, inclusive, shall provide an annual written report to the Administrative Office of the Courts and the Department of Corrections and Rehabilitation evaluating the effectiveness of the community corrections program, including, but not limited to, the data described in subdivision (b).

(d) The Administrative Office of the Courts shall, in consultation with the chief probation officer of each county and the Department of Corrections and Rehabilitation, provide a quarterly statistical report to the Department of Finance including, but not limited to, the following statistical information for each county:

- (1) The number of felony filings.
- (2) The number of felony convictions.
- (3) The number of felony convictions in which the defendant was sentenced to the state prison.
- (4) The number of felony convictions in which the defendant was granted probation.
- (5) The adult felon probation population.
- (6) The number of felons who had their probation revoked and were sent to prison for that revocation.
- (7) The number of adult felony probationers sent to state prison for a conviction of a new felony offense, including when probation was revoked or terminated.

1232. Commencing no later than 18 months following the initial receipt of funding pursuant to this act and annually thereafter, the Administrative Office of the Courts, in consultation with the Department of Corrections and Rehabilitation, the Department of Finance, and the Chief Probation Officers of California, shall submit to the Governor and the Legislature a comprehensive report on the implementation of this act. The report shall include, but not be limited to, all of the following information:

(a) The effectiveness of the community corrections program based on the reports of performance-based outcome measures required in Section 1231.

(b) The percentage of felony probationers whose probation was revoked for the year on which the report is being made.

(c) The percentage of felony probationers who were convicted of crimes during their term of probation for the year on which the report is being made.

(d) The impact of the moneys appropriated pursuant to this act to enhance public safety by reducing the percentage and number of felony probationers whose probation was revoked for the year being reported on for probation violations or new convictions, and to reduce the number of felony probationers who are sent to prison for the year on which the report is being made.

(e) Any recommendations regarding resource allocations or additional collaboration with other state, regional, federal, or local entities for improvements to this act.

1233. (a) The Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee,

the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate for each county a baseline probation failure rate that equals the average number of adult felony probationers sent to state prison during calendar years 2006 to 2008, inclusive, as a percentage of the average adult felony probation population during the same period.

(b) For purposes of calculating the baseline probation failure rate, the number of adult felony probationers sent to prison shall include those adult felony probationers sent to state prison for a revocation of probation, as well as adult felony probationers sent to state prison for a conviction of a new felony offense. The calculation shall also include adult felony probationers sent to prison for conviction of a new crime who simultaneously have their probation term terminated.

1233.1. After the conclusion of each calendar year following the enactment of this section, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate the following for that calendar year:

(a) The cost to the state to incarcerate in prison and supervise on parole a probationer sent to prison. This calculation shall take into consideration factors, including, but not limited to, the average length of stay in prison and on parole for probationers, as well as the associated parole revocation rates, and revocation costs.

(b) The statewide probation failure rate. The statewide probation failure rate shall be calculated as the total number of adult felony probationers statewide sent to prison in the previous year as a percentage of the statewide adult felony probation population as of June 30 of that year.

(c) A probation failure rate for each county. Each county's probation failure rate shall be calculated as the number of adult felony probationers sent to prison from that county in the previous year as a percentage of the county's adult felony probation population as of June 30 of that year.

(d) An estimate of the number of adult felony probationers each county successfully prevented from being sent to prison. For each county, this estimate shall be calculated based on the reduction in the county's probation failure rate as calculated annually pursuant to subdivision (c) of this section and the county's baseline probation failure rate as calculated pursuant to Section 1233. In making this estimate, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall adjust the calculations to account for changes in each county's adult felony probation caseload in the most recent completed calendar year as compared to the county's adult felony probation population during the period 2006 to 2008, inclusive.

(e) In calculating probation failure rates for the state and individual counties, the number of adult felony probationers sent to prison shall include those adult felony probationers sent to state prison for a revocation of

probation, as well as adult felony probationers sent to state prison for a conviction of a new felony offense. The calculation shall also include adult felony probationers who are sent to prison for conviction of a new crime and who simultaneously have their probation terms terminated.

1233.2. Annually, after the conclusion of each calendar year, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall identify the appropriate Probation Revocation Tier for each county for which it was estimated that the county successfully prevented any number of adult felony probationers from being sent to state prison, as provided in subdivision (d) of Section 1233.1. The tiers shall be defined as follows:

(a) Tier 1. A Tier 1 county is one which has a probation failure rate, as defined in subdivision (c) of Section 1233.1, that is no more than 25 percent higher than the statewide probation failure rate, as defined in subdivision (b) of Section 1233.1.

(b) Tier 2. A Tier 2 county is one which has a probation failure rate, as defined in subdivision (c) of Section 1233.1, that is more than 25 percent above the statewide probation failure rate, as defined in subdivision (b) of Section 1233.1.

1233.3. Annually, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate a probation failure reduction incentive payment for each eligible county, pursuant to Section 1233.2, for the most recently completed calendar year, as follows:

(a) For a county identified as being in Tier 1, as defined in subdivision (a) of Section 1233.2, its probation failure reduction incentive payment shall equal the estimated number of probationers successfully prevented from being sent to prison, as defined by subdivision (d) of Section 1233.1, multiplied by 45 percent of the costs to the state to incarcerate in prison and supervise on parole a probationer who was sent to prison, as defined in subdivision (a) of Section 1233.1.

(b) For a county identified as being in Tier 2, as defined in subdivision (b) of Section 1233.2, its probation failure reduction incentive payment shall equal the estimated number of probationers successfully prevented from being sent to prison, as defined by subdivision (d) of Section 1233.1, multiplied by 40 percent of the costs to the state to incarcerate in prison and supervise on parole a probationer who was sent to prison, as defined in subdivision (a) of Section 1233.1.

1233.4. (a) It is the intent of the Legislature for counties demonstrating high success rates with adult felony probationers to have access to performance-based funding as provided for in this section.

(b) On an annual basis, the Department of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate 5 percent of the savings

to the state attributed to those counties that successfully reduce the number of adult felony probationers sent to state prison.

(c) The savings estimated pursuant to subdivision (b) shall be used to provide high performance grants to county probation departments for the purpose of bolstering evidence-based probation practices designed to reduce recidivism among adult felony probationers.

(d) County probation departments eligible for these high performance grants shall be those with adult probation failure rates more than 50 percent below the statewide average in the most recently completed calendar year.

(e) A county probation department may receive a high performance grant under this section in a year in which it does not also receive a probation failure reduction incentive payment as provided for in Section 1233.3. The CPO of a county that qualifies for both a high performance grant and a probation failure reduction incentive payment shall indicate to the Administrative Office of the Courts, by a date designated by the Administrative Office of the Courts, whether the CPO chooses to receive the high performance grant or probation failure reduction payment.

(f) The grants provided for in this section shall be administered by the Administrative Office of the Courts. The Administrative Office of the Courts shall seek to ensure that all qualifying probation departments that submit qualifying applications receive a proportionate share of the grant funding available based on the population of adults ages 18 to 25, inclusive, in each of the counties receiving the grants.

1233.5. If data of sufficient quality and of the types required for the implementation of this act are not available to the Director of Finance, then the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, and the Administrative Office of the Courts, shall use the best available data to estimate probation failure reduction incentive payments and high performance grants utilizing a methodology that is as consistent with that described in this act as is reasonably possible.

1233.6. (a) Probation failure reduction incentive payments and high performance grants calculated for any calendar year shall be provided to counties in the following fiscal year. The total annual payment to each county shall be divided into four equal quarterly payments.

(b) The Department of Finance shall include an estimate of the total probation failure reduction incentive payments and high performance grants to be provided to counties in the coming fiscal year as part of the Governor's proposed budget released no later than January 10 of each year. This estimate shall be adjusted by the Department of Finance, as necessary, to reflect the actual calculations of probation revocation incentive payments and high performance grants completed by the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts. This adjustment shall occur as part of standard budget revision processes completed by the Department of Finance in April and May of each year.

(c) There is hereby established a State Community Corrections Performance Incentives Fund. Moneys budgeted for purposes of providing probation revocation incentive payments and high performance grants authorized in Sections 1230 to 1233.6, inclusive, shall be deposited into this fund. Any moneys deposited into this fund shall be administered by the Administrative Office of the Courts and the share calculated for each county probation department shall be transferred to its Community Corrections Performance Incentives Fund authorized in Section 1230. The Legislature may allocate up to 3 percent of the funds annually deposited into the State Community Corrections Performance Incentives Fund for use by the Administrative Office of the Courts for the costs of administering this program.

1233.7. The moneys appropriated pursuant to this chapter shall be used to supplement, not supplant, any other state or county appropriation for the chief probation officer or the probation department.

1233.8. This chapter shall remain in effect only until January 1, 2015, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2015, deletes or extends that date.

SEC. 3. The Judicial Council shall consider the adoption of appropriate modifications to the Criminal Rules of Court, and of other judicial branch policies, procedures, and programs, affecting felony probation services that would support implementation of the evidence-based probation supervision practices described in this chapter.

SEC. 4. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ADULT PROBATION Dept. Code: ADP

Type of Request:  Initial  Modification of an existing PSC (PSC # 4127 11/12)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Professional Service - Reentry Services

Funding Source: Various: AB109 SB678 DOJ & other  
PSC Original Approved Amount: \$12,500,000 PSC Original Approved Duration: 07/01/12 - 06/30/17 (5 years)  
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 06/30/17-03/31/20 (2 years 39 weeks)  
PSC Mod#2 Amount: \_\_\_\_\_ PSC Mod#2 Duration: \_\_\_\_\_  
PSC Cumulative Amount Proposed: \$12,500,000 PSC Cumulative Duration Proposed: 7 years 39 weeks

1. Description of Work

A. Scope of Work:

Criminal Justice (CJ) research shows that offender recidivism is reduced when reentry services target "criminogenic needs" and "community functioning factors." The San Francisco Adult Probation Department (APD) seeks to expand local reentry services capacity by working with entities that have expert knowledge of the CJ system and demonstrated success delivering a range of evidence based reentry services including substance abuse treatment, mental health, housing, education and employment services.

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

AB 109 and SB 678 set a new standard for working with offenders. AB 109 requires local supervision of many former state parolees and SB 678 provides incentive funds to counties that see probation violation/prison commitment reductions. Without adequate reentry services, clients will be more likely to re-offend & ADP will fail to meet AB 109/SB 678 objectives.

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. 4127 11/12

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

2. Union Notification: On 09/16/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4127 11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/20/2014

July 2013

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Ability to provide case management, substance abuse assessment and referrals, remedial and basic education and connection to higher education, vocational assessment and employment skills, assessment for government benefits, cognitive behavioral groups, parenting and family strengthening advice and housing referrals and assistance.

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

2903,2905,2910,8420,

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

Yes. Reentry Services will be provided at contractor sites, as well as at existing City and County of San Francisco (CCSF) sites such as the Hall of Justice (HOJ). APD staff will work closely with reentry services providers for services access and quality control purposes.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Services are provided on an as-needed basis. The specific needs of service recipients will vary from day to day and multiple skill sets will be required of contractor's employees that encompass more than one CCSF classification.

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

No. The services to be provided require more than one individual to perform a variety of tasks with a combination of varied skills and abilities.

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? See Attachment: List of current contractors under PSC 4127 11/12

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

ON 09/16/14 BY:

Name: Diane Lim Phone: 553-1058 Email: diane.lim@sfgov.org

Address: 880 Bryant Street, Room 200 San Francisco, CA

# Receipt of Union Notification(s)

**Martinez, Veronica (ADP)**

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**From:** dhr-psccordinator@sfgov.org on behalf of diane.lim@sfgov.org  
**Sent:** Tuesday, September 16, 2014 4:30 PM  
**To:** Lim, Diane (ADP); leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; Poon, SinYee (HSA); david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; Martinez, Veronica (ADP); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 4127 11/12 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The ADULT PROBATION -- ADP has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period June 30, 2017 – March 31, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3929>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org) [tiya.thlang@seiu1021.org](mailto:tiya.thlang@seiu1021.org) [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net) [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org) [ablood@cirseiu.org](mailto:ablood@cirseiu.org) [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com) [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org)

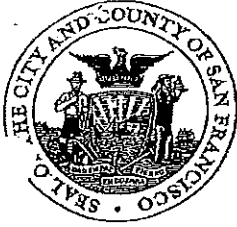
# **Additional Attachment(s)**

**Explanation of why the PSC 4121 11/12 needs to be extended for more than five years:**

Although this PSC was awarded in 2012, contracts under this PSC were not approved until well into 2013 and 2014 with more contracts expected to be approved in the future. The reason for extending the PSC over the five year period is to account for this delay in the contracting process. All the professional service contracts from the Adult Probation Department have clauses indicating that according to City guidelines the contract term will never exceed more than five years.

**List of current contractors under PSC 4127 11/12 as of September 19, 2014:**

1. America Works of California,
2. Bayview Hunters Point Multipurpose Senior Services,
3. Caycee Cullen,
4. Center on Juvenile and Criminal Justice,
5. Charles A. Flinton dba. San Francisco Forensic Institute,
6. Insight Prison Project,
7. Recovery Survival Network,
8. Tenderloin Housing Clinic, and
9. UC Regents, San Francisco Psychiatric Department.



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

June 6, 2012

NOTICE OF CIVIL SERVICE COMMISSION ACTION

E. DENNIS NORMANDY  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

SCOTT R. HELDFOND  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4126-11/12 THROUGH 4132-11/12; 4107-10/11; 4086-08/09; 3036-11/12; AND 4115-07/08.**

At its meeting of June 4, 2012 the Civil Service Commission had for its consideration the above matter.

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

The Commission:

Adopted the report; Approved the request for proposed personal services 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.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

Attachment

- c: Parveen Boparai, Municipal Transportation Agency
- Rachel Buerkle, Department of the Environment
- Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Jacquie Hale, Department of Public Health
- Rebecca Krell, Arts Commission
- Diane Lim, Adult Probation
- Maria Ryan, Department of Human Resources
- Jeannie Wong, Office of the Controller
- Commission File
- Chron

POSTING FOR  
6/4/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4126-11/12	13	Adult Probation	Regular	\$500,000	APD needs individuals that have dual expertise in reentry and evidence based criminal justice strategies and Technical Services: facilitation, grant writing, strategic planning, evaluation, capacity building and communications. The expertise of the technical service providers is unique, unrepresented and greatly needed in the SEAPD.	7/1/2012 - 6/30/2017
4127-11/12	13	Adult Probation	Regular	\$12,500,000	Reentry Services include mental health, substance abuse, housing, education, employment and financial literacy services to criminal justice system involved individual who have complex and intersecting challenges and barriers. Reentry Service providers have expertise in understanding the needs and how to successfully tailor service delivery to offenders.	7/1/2012 - 6/30/2017
4128-11/12	09	Controller	Regular	\$100,000	Provide hosting services for historical payroll reports generated prior to October 2012. Payroll reports are accessed by every City department's payroll professionals, time keepers, and managers every pay period to validate payroll and deduction calculations through a partitioned access protocol with predefined search indexes.	9/1/2012 - 8/31/2017
4129-11/12	82	Public Health	Regular	\$600,000	Work includes maintenance and support of the interdepartmental Children's System of Care Shared Youth Database, a web-based application based on proprietary software (DCAR) used to match records of children and adolescent clients served by the DVH, H.S.A., Juvenile Probation, and SFUSD in order to identify opportunities for early intervention, care planning, practice improvement, and research. Work will also include building a data dashboard and associated reports using data obtained from the new Avair system of Electronic Health Records for behavioral health system clients, in preparation for compliance with health care reform.	7/1/2012 - 6/30/2017
4130-11/12	82	Public Health	Regular	\$1,000,000	This request is for services for the Cities Resilience Initiative (which helps prepare the City for a public health emergency such as a catastrophic bioterrorism attack) by providing antibiotic prophylaxis to approximately 1.2 million people in SF within the first 48 hours) by enabling administration of services for specialized review and further development of its protocols and tools for surveillance and investigation to urgent cases and outbreaks of disease, including data forms and the Integrated Case and Outbreak Management System (COMS). This will include review of existing protocols and tools developed for both normal operations and for the Department's Infectious Disease Emergency Response Plan (IDERP) and the creation of documentation to support disease control and immunization record keeping systems (ICOMS) and troubleshooting records systems; purchase, package and inventory of Point of Dispensation (POD) equipment and supplies for all POD trailers; creating multifunctional signs for use in POD sites; developing traffic routes and public footage requirements for antibiotic distribution between storage, POD sites and regionally agreed upon mass prophylaxis training modules; and developing website and internet screening processes to provide antibiotic prophylaxis.	8/10/2012 - 8/9/2015

9100



POSTING FOR -  
6/4/2012

PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4107-10/11	13	Adult Probation	Regular	\$20,000	\$100,000	PSC Modification requested to extend the PSC duration and increase PSC amount. The Adult Probation Department has not entered into a drug testing contract pending a final department operational Drug Testing policy and procedure. The extended duration will allow the department to enter into a contract and the additional amount is estimated to cover the contract until June 30, 2015. The Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders.	7/1/2011 - 6/30/2015
4086-08/09	22	Environment	Regular	\$120,000	\$240,000	SFE requires a contractor to provide Charter Bus transportation for the School Education Program's environmental field trips for grades K-12 students.	3/1/2009 - 12/31/2015
3036-11/12	28	Art Commission	Regular	\$50,000	\$100,000	A Bay Area consultant who specializes in coordinating multiple City, state and federal requirements for the construction of culturally based renovations and construction, will serve in a critical advisory capacity to assist with the management of a renovation project at Bayview Opera House located at 4705 Third Street. This work entails working with and maintaining relationships, as well as coordinating efforts with other city agencies, principally with the Department of Public Works, MUNI, Mayor's Office of Disability, Department of Real Estate, the Redevelopment Agency, and others. This will also include coordinating with the Bayview Opera House tenant organization and its board, the San Francisco Architectural Heritage Foundation and other neighborhood groups. The consultant will advise on preservation requirements, programmatic use of a cultural facility, coordinate multiple high visibility restoration projects and help to improve project efficiency and coordination.	9/1/2011 - 6/30/2013
4115-07/08	81	Public Health	Regular	\$550,000	\$1,792,000	To serve as backup to provide year round 24/7 day a week access to telephone interpreters for San Francisco General Hospital, the Public Health Centers, Laguna Honda Hospital, Health at Home other Department locations. The telephone interpreters must be skilled in phone based medical interpreting services and must be able to provide two-way, real time interpretation in a multitude of languages. This modification covers the anticipated needs of the Department through December 31, 2013. The Department has experienced an increase in the volume of telephone interpreter services due to the full implementation of Healthy San Francisco, the roll out of videoconferencing dual handset, and Polycom phones which are used in the Health Centers and Emergency Department. The Department has hired and is in the process of hiring additional interpreters to meet the demand.	4/1/2008 - 12/31/2013

Total: \$740,000

POSTING FOR  
6/4/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4131-11/12	82	Public Health	Regular	\$12,000,000	Subject to the availability of beds and services, Contractor will provide hospital, clinic and other services to medically indigent residents of San Francisco, in Home Support Service patients, and County Jail patients, as well as emergency periton services, upon request. Services will include cardiac surgery, angioplasty, neurology procedures, radiation oncology, leukemia treatment, ophthalmology procedures and other services not provided at SFCH.	7/1/2012 - 6/30/2016
4132-11/12	35	Municipal Transportation Agency	Regular	\$350,000	To assist in effectively planning and evaluating its services, and to comply with certain federal funding and regulatory requirements, the San Francisco Municipal Transportation Agency (SFMTA) needs to collect through an in-person ridership survey at a statistically significant level, the demographics and transportation practices of its riders. The consultant will collect statistically-significant data about customer travel patterns, income levels, ethnic background, language proficiency and fare media usage both on a temporal and geographical basis. Customers on all routes and modes and throughout the service period will need to be surveyed. The consultant shall perform cross-tabulations on data and illustrate results in tables and charts, provide narrative data analysis, and make recommendations to SFMTA staff based upon the resulting data.	8/1/2012 - 2/28/2014

Total Amount - Regular: \$27,050,000

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 3/26/2012

DEPARTMENT NAME: Adult Probation Department (ADP) DEPARTMENT NUMBER 13

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

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

TYPE OF SERVICE: Reentry Services

FUNDING SOURCE: Various - AB109 Realignment, SB 678, Federal DOJ and other sources to be determined

PSC AMOUNT: \$12,500,000 PSC DURATION: 5 Years (July 1, 2012 - June 30, 2017)

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Reentry Services include mental health, substance abuse, housing, education, employment and financial literacy services to criminal justice system involved individual who have complex and intersecting challenges and barriers. Reentry Service providers have expertise in understanding the needs and how to successfully tailor service delivery to offenders.

B. Explain why this service is necessary and the consequences of denial: AB 109 and SB 678 set a new standard for working with offenders. AB 109 requires local supervision of many former state parolees and SB 678 provides incentive funds to counties that see probation violation/prison commitment reductions. Without adequate reentry services, clients will be more likely to re-offend & ADP will fail to meet AB109/SB 678 objectives.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service has not been provided in the past

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

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

SEIU 1021 Union Name

Signature of person mailing/faxing form

4/2/12 Date

Local 21 Union Name

Signature of person mailing/faxing form

4/2/12 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:

Ability to provide case management, substance abuse assessment and referrals, remedial and basic education and connection to higher education, vocational assessment and employment skills, assessment for government benefits, cognitive behavioral groups, parenting and family strengthening advice and housing referrals and assistance.

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

No civil service class normally performs this work. A broad and varied skill set related to providing a range of services to high risk supervisees is required.

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

Yes. Reentry Services will be provided at contractor sites, as well as at existing CCSF sites such as the Hall of Justice. SFPD staff will work closely with reentry services providers for services access and quality control purposes.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Services are provided on an as-needed basis. The specific needs of service recipients will vary from day to day and multiple skill sets will be required of contractor's employees that encompass more than one CCSF classification

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

No. The services to be provided require more than one individual to perform a variety of tasks with a combination of varied skills and abilities.

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

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

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

B. Will the contractor train City and County employees?

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

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

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

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

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

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

Signature of Departmental Personal Services Contract Coordinator

Diane Lim

553-1058

Print or Type Name

Telephone Number

880 Bryant Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

Address



For Informational Purposes  
December 19, 2013

(916) 445-4950

## 2011 Public Safety Realignment

*The cornerstone of California's solution to reduce prison overcrowding, costs, and recidivism*

In 2011, Governor Edmund G. Brown Jr. signed Assembly Bill (AB) 109 and AB 117, historic legislation to enable California to close the revolving door of low-level inmates cycling in and out of state prisons. It is the cornerstone of California's solution to the U.S. Supreme Court order to reduce the number of inmates in the state's 33 prisons to 137.5 percent of original design capacity.

All provisions of Assembly Bill (AB) 109 and AB 117 were prospective and implementation of the 2011 Realignment Legislation began October 1, 2011. **No inmates currently in state prison were or are transferred to county jails or released early.**

Prior to Realignment, more than 60,000 felon parole violators returned to state prison annually, with an average length of stay of 90 days. On September 30, 2011, the felon parole violator population was 13,285; by the end of November 2013, that population was down to 25 due to the fact that most felon parole violators now serve revocation time in county jail.

Under Realignment, newly-convicted low-level offenders without current or prior serious or violent offenses stay in county jail to serve their sentence; this has reduced the annual admissions to less than 36,000 a year. Prior to Realignment, there were approximately 55,000 to 65,000 new admissions from county courts to state prison.

Overall, the diversion of low-level offenders and parole violators to county jail instead of state prison since October 2011 has resulted in a population decrease of about 25,000.

### Funding of Realignment

AB 109 provides a dedicated and permanent revenue stream to the counties through Vehicle License Fees and a portion of the State sales tax outlined in trailer bills AB 118 and Senate Bill 89. The latter provides revenue to counties for local public safety programs and the former establishes the Local Revenue Fund 2011 (Fund) for counties to receive the revenues and appropriate funding for 2011 Public Safety Realignment.

This funding became constitutionally guaranteed by California voters under the passage of Proposition 30 in 2012.

\$400 million was provided to the counties in the first partial fiscal year of Realignment, growing to more than \$850 million last year and more than \$1 billion in 2013-2014.

The following trailer bills were signed to secure sufficient funding for counties:

- AB 111
  - Gives counties additional flexibility to access funding to increase local jail capacity for the purpose of implementing Realignment.

- AB 94 (2011 Realignment Legislation Addressing Public Safety)
  - Came into effect upon the passage of AB 111.
  - Authorizes counties that have received a conditional award under a specified jail facilities financing program to relinquish that award and reapply for a conditional award under a separate financing program.
  - Lowers the county's required contribution from 25 percent to 10 percent and additionally requires CDCR and the Corrections Standard Authority to give funding preference to those counties that relinquish local jail construction conditional awards and agree to continue to assist the state in siting re-entry facilities.
- AB 118
  - Outlines the financial structure for allocating funds to a variety of accounts for realignment.
  - Establishes the Local Revenue Fund 2011 for receiving revenue and appropriates from that account to the counties.
  - Directs the deposit of revenues associated with 1.0625 percent of the state sales tax rate to be deposited in the Fund.
  - Establishes a reserve account should revenues come in higher than anticipated.
  - The reallocation formulas will be developed more permanently using appropriate data and information for the 2012-13 fiscal year and each fiscal year thereafter.
  - Implements sufficient protections to provide ongoing funding and mandated protection for the state and local government.
  - The smallest of counties that benefitted from the minimum grant each received approximately \$77,000 in 2011-12.
- SB 89
  - Dedicates a portion (\$12) of the Vehicle License Fee to the Fund.
  - Revenue comes from two sources: freed up VLF previously dedicated to DMV administration and VLF that was previously dedicated to cities for general purpose use.
  - Estimated total amount of VLF revenue dedicated to realignment was \$354.3 million in 2011-2012.
- SB 87
  - Provided counties with a one-time appropriation of \$25 million to cover costs associated with hiring, retention, training, data improvements, contracting costs, and capacity planning pursuant to each county's AB 109 implementation plan.

#### **Local Planning Process**

The Community Corrections Partnership (CCP), which was previously established in Penal Code § 1230, developed an implementation plan for their respective county. The Executive Committee from the CCP members is comprised of the following:

- Chief probation officer
- Chief of police
- Sheriff
- District Attorney
- Public Defender
- Presiding judge of the superior court (or his/her designee)
- A representative from either the County Department of Social Services, Mental Health, or Alcohol and Substance Abuse Programs, as appointed by the County Board of Supervisors.

### **Community, Local Custody**

AB 109 allows non-violent, non-serious, and non-sex offenders to serve their sentence in county jails instead of state prisons. However, counties can contract back with the State to house local offenders.

Under AB 109:

- **No inmates are transferred from state prisons to county jails.**
- **No state prison inmates are released early.**
- All felons sent to state prison prior to the implementation of Realignment will continue to serve their entire sentence in state prison.
- All felons convicted of current or prior serious or violent offenses, sex offenses, and sex offenses against children will go to state prison.
- There are nearly 70 additional crimes that are not defined in the Penal Code as serious or violent offenses but at the request of law enforcement and district attorneys were added as offenses that would be served in state prison rather than in local custody.

### **Post-Release (County-Level) Community Supervision**

CDCR continues to have jurisdiction over all offenders who were on state parole prior to the implementation date of October 1, 2011. County-level supervision for offenders upon release from prison includes current non-violent, current non-serious (irrespective of priors), and some sex offenders. County-level supervision does not include:

- Inmates paroled from life terms to include third-strike offenders;
- Offenders whose current commitment offense is violent or serious, as defined by California's Penal Code §§ 667.5(c) and 1192.7(c);
- High-risk sex offenders, as defined by CDCR;
- Mentally Disordered Offenders; nor
- Offenders on parole prior to October 1, 2011.

Offenders who meet the above-stated conditions continue to be under state parole supervision.

In all 58 counties, the Probation Department is the designated agency responsible for post-release supervision.

CDCR must notify counties of an individual's release at least one month prior, if possible. Once the individual has been released, CDCR no longer has jurisdiction over any person who is under post-release community supervision. Currently, CDCR is working to ensure counties receive inmate packets 120 days prior to the ordered release date.

No person shall be returned to prison on a parole revocation except for those life-term offenders who paroled pursuant to Penal Code § 3000.1 (Penal Code § 3056 states that only these offenders may be returned to state prison).

### **Parole Revocations**

As of October 1, 2011, all parole revocations are served in county jail instead of state prison and can only be up to 180 days.

As of July 1, 2013 the parole revocation process is now a local court-based process. Local courts, rather than the Board of Parole Hearings, are the designated authority for determining parole revocations.

Contracting back to the state for offenders to complete a custody parole revocation is not an option.

Only offenders previously sentenced to a life term can be revoked to prison.

The Board of Parole Hearings continues to conduct:

- Parole consideration for lifers;
- Medical parole hearings;
- Mentally disordered offender cases; and
- Sexually Violent Predator cases.

AB 109 also provides the following under parole:

- Allows local parole revocations up to 180 days
- Authorizes flash incarceration at the local level for up to 10 days

Inmates released to parole after serving a life-term (e.g., murderers, violent sex offenders, and third-strikers) will be eligible for parole revocation back to state prison if ordered by the Board.

#### **Effects on Conservation Camps**

- Conservation camps are currently at capacity
- CDCR is currently working with CAL FIRE and the counties to use county inmates to help fill the vacancies.

#### **Effects on Female Population**

As a substantial portion of female offenders fall under the definition of non-serious, non-violent, and non sex-offenders, the female inmate population at CDCR has dropped by a third, approximately 3,100 inmates.

The California Prisoner Mother Program (CPMP) in Pomona will remain open. CPMP was designed for pregnant or parenting women, convicted of a low-level offense, with children under the age of six, who could participate in a community substance abuse treatment program while caring for their children.

The Female Rehabilitative Community Correctional Center in Bakersfield will stay open until its contract expires in 2018. The facility currently has 75 beds available for women who were convicted of a non-serious, non-violent, and non-sex offense and who have 36 months or less to serve of their sentence. However, as that population diminishes based upon AB109, the FRCCC will begin housing Civil Addicts for the duration of the contract.

#### **The Division of Juvenile Justice**

There were no changes to DJJ during the 2011 realignment.

#### **CDCR Adult Programs**

As CDCR's population changes due to Realignment, the Division of Adult Programs will utilize projection information to review appropriate programming to address offender needs. While exact dates for program adjustments are still under evaluation, Adult Programs is dedicated to serving as many offenders as possible by maximizing existing resources.

###



**Senate Bill No. 678**

**CHAPTER 608**

An act to add and repeal Chapter 3 (commencing with Section 1228) of Title 8 of Part 2 of the Penal Code, relating to probation.

[Approved by Governor October 11, 2009. Filed with  
Secretary of State October 11, 2009.]

**LEGISLATIVE COUNSEL'S DIGEST**

**SB 678, Leno. Criminal recidivism.**

Existing law authorizes the Department of Corrections and Rehabilitation to oversee programs for the purposes of reducing parolee recidivism.

This bill would authorize each county to establish a Community Corrections Performance Incentives Fund (CCPIF) and would authorize the state to annually allocate money into a State Corrections Performance Incentives Fund to be used for specified purposes relating to improving local probation supervision practices and capacities, as specified. This bill would require the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, to calculate the amount of money to be appropriated from the state fund into a CCPIF. This bill would specify that the calculation would be based on costs avoided by the Department of Corrections and Rehabilitation because of a reduction in the percentage of adult probationers sent to prison for a probation failure, as specified. This bill would also require each county using CCPIF funds to identify and track specific outcome-based measures, as specified, and report to the Administrative Office of the Courts on the effectiveness of the programs paid for by the CCPIF.

This bill would require the community corrections programs to be developed and implemented by the chief probation officer, as advised by a Community Corrections Partnership. This bill would require specified local officials to serve as part of that Community Corrections Partnership. Because this bill would increase the duties for certain local officials, it would impose a state-mandated local program.

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

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

*The people of the State of California do enact as follows:*

SECTION 1. This act shall be known and may be cited as the California Community Corrections Performance Incentives Act of 2009.

SEC. 2. Chapter 3 (commencing with Section 1228) is added to Title 8 of Part 2 of the Penal Code, to read:

CHAPTER 3. CALIFORNIA COMMUNITY CORRECTIONS PERFORMANCE  
INCENTIVES

1228. The Legislature finds and declares all of the following:

(a) In 2007, nearly 270,000 felony offenders were subject to probation supervision in California's communities.

(b) In 2007, out of 46,987 new admissions to state prison, nearly 20,000 were felony offenders who were committed to state prison after failing probation supervision.

(c) Probation is a judicially imposed suspension of sentence that attempts to supervise, treat, and rehabilitate offenders while they remain in the community under the supervision of the probation department. Probation is a linchpin of the criminal justice system, closely aligned with the courts, and plays a central role in promoting public safety in California's communities.

(d) Providing sustainable funding for improved, evidence-based probation supervision practices and capacities will improve public safety outcomes among adult felons who are on probation. Improving felony probation performance, measured by a reduction in felony probationers who are sent to prison because they were revoked on probation or convicted of another crime while on probation, will reduce the number of new admissions to state prison, saving taxpayer dollars and allowing a portion of those state savings to be redirected to probation for investing in community corrections programs.

1229. As used in this chapter, the following definitions apply:

(a) "Community corrections" means the placement of persons convicted of a felony offense under probation supervision, with conditions imposed by a court for a specified period.

(b) "Chief probation officer" means the chief probation officer for the county or city and county in which an adult offender is subject to probation for the conviction of a felony offense.

(c) "Community corrections program" means a program established pursuant to this act consisting of a system of felony probation supervision services dedicated to all of the following goals:

(1) Enhancing public safety through the management and reduction of offender risk while under felony probation supervision and upon reentry from jail into the community.

(2) Providing a range of probation supervision tools, sanctions, and services applied to felony probationers based on a risk/needs assessment

for the purpose of reducing criminal conduct and promoting behavioral change that results in reducing recidivism and promoting the successful reintegration of offenders into the community.

(3) Maximizing offender restitution, reconciliation, and restorative services to victims of crime.

(4) Holding offenders accountable for their criminal behaviors and for successful compliance with applicable court orders and conditions of supervision.

(5) Improving public safety outcomes for persons placed on probation for a felony offense, as measured by their successful completion of probation and commensurate reduction in the rate of felony probationers sent to prison as a result of a probation revocation or conviction of a new crime.

(d) "Evidence-based practices" refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or postrelease supervision.

1230. (a) Each county is hereby authorized to establish in each county treasury a Community Corrections Performance Incentives Fund (CCPIF); to receive all amounts allocated to that county for purposes of implementing this chapter.

(b) In any fiscal year for which a county receives moneys to be expended for the implementation of this chapter, the moneys, including any interest, shall be made available to the chief probation officer (CPO) of that county, within 30 days of the deposit of those moneys into the fund, for the implementation of the community corrections program authorized by this chapter.

(1) The community corrections program shall be developed and implemented by probation and advised by a local Community Corrections Partnership.

(2) The local Community Corrections Partnership shall be chaired by the chief probation officer and comprised of the following membership:

(A) The presiding judge of the superior court, or his or her designee.

(B) A county supervisor or the chief administrative officer for the county.

(C) The district attorney.

(D) The public defender.

(E) The sheriff.

(F) A chief of police.

(G) The head of the county department of social services.

(H) The head of the county department of mental health.

(I) The head of the county department of employment.

(J) The head of the county alcohol and substance abuse programs.

(K) The head of the county office of education.

(L) A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense.

(M) An individual who represents the interests of victims.

(3) Funds allocated to probation pursuant to this act shall be used to provide supervision and rehabilitative services for adult felony offenders subject to probation, and shall be spent on evidence-based community corrections practices and programs, as defined in subdivision (c) of Section 1229, which may include, but are not limited to, the following:

(A) Implementing and expanding evidence-based risk and needs assessments.

(B) Implementing and expanding intermediate sanctions that include, but are not limited to, electronic monitoring, mandatory community service, home detention, day reporting, restorative justice programs, work furlough programs, and incarceration in county jail for up to 90 days.

(C) Providing more intensive probation supervision.

(D) Expanding the availability of evidence-based rehabilitation programs including, but not limited to, drug and alcohol treatment, mental health treatment, anger management, cognitive behavior programs, and job training and employment services.

(E) Evaluating the effectiveness of rehabilitation and supervision programs and ensuring program fidelity.

(4) The chief probation officer shall have discretion to spend funds on any of the above practices and programs consistent with this act but, at a minimum, shall devote at least 5 percent of all funding received to evaluate the effectiveness of those programs and practices implemented with the funds provided pursuant to this chapter. A chief probation officer may petition the Administrative Office of the Courts to have this restriction waived, and the Administrative Office of the Courts shall have the authority to grant such a petition, if the CPO can demonstrate that the department is already devoting sufficient funds to the evaluation of these programs and practices.

(5) Each probation department receiving funds under this chapter shall maintain a complete and accurate accounting of all funds received pursuant to this chapter.

1231. (a) Community corrections programs funded pursuant to this act shall identify and track specific outcome-based measures consistent with the goals of this act.

(b) The Administrative Office of the Courts, in consultation with the Chief Probation Officers of California, shall specify and define minimum required outcome-based measures, which shall include, but not be limited to, all of the following:

(1) The percentage of persons on felony probation who are being supervised in accordance with evidence-based practices.

(2) The percentage of state moneys expended for programs that are evidence-based, and a descriptive list of all programs that are evidence-based.

(3) Specification of supervision policies, procedures, programs, and practices that were eliminated.

(4) The percentage of persons on felony probation who successfully complete the period of probation.

(c) Each chief probation officer receiving funding pursuant to Sections 1233 to 1233.6, inclusive, shall provide an annual written report to the Administrative Office of the Courts and the Department of Corrections and Rehabilitation evaluating the effectiveness of the community corrections program, including, but not limited to, the data described in subdivision (b).

(d) The Administrative Office of the Courts shall, in consultation with the chief probation officer of each county and the Department of Corrections and Rehabilitation, provide a quarterly statistical report to the Department of Finance including, but not limited to, the following statistical information for each county:

- (1) The number of felony filings.
- (2) The number of felony convictions.
- (3) The number of felony convictions in which the defendant was sentenced to the state prison.
- (4) The number of felony convictions in which the defendant was granted probation.
- (5) The adult felon probation population.
- (6) The number of felons who had their probation revoked and were sent to prison for that revocation.
- (7) The number of adult felony probationers sent to state prison for a conviction of a new felony offense, including when probation was revoked or terminated.

1232. Commencing no later than 18 months following the initial receipt of funding pursuant to this act and annually thereafter, the Administrative Office of the Courts, in consultation with the Department of Corrections and Rehabilitation, the Department of Finance, and the Chief Probation Officers of California, shall submit to the Governor and the Legislature a comprehensive report on the implementation of this act. The report shall include, but not be limited to, all of the following information:

- (a) The effectiveness of the community corrections program based on the reports of performance-based outcome measures required in Section 1231.
- (b) The percentage of felony probationers whose probation was revoked for the year on which the report is being made.
- (c) The percentage of felony probationers who were convicted of crimes during their term of probation for the year on which the report is being made.
- (d) The impact of the moneys appropriated pursuant to this act to enhance public safety by reducing the percentage and number of felony probationers whose probation was revoked for the year being reported on for probation violations or new convictions, and to reduce the number of felony probationers who are sent to prison for the year on which the report is being made.

(e) Any recommendations regarding resource allocations or additional collaboration with other state, regional, federal, or local entities for improvements to this act.

1233. (a) The Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee,

the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate for each county a baseline probation failure rate that equals the average number of adult felony probationers sent to state prison during calendar years 2006 to 2008, inclusive, as a percentage of the average adult felony probation population during the same period.

(b) For purposes of calculating the baseline probation failure rate, the number of adult felony probationers sent to prison shall include those adult felony probationers sent to state prison for a revocation of probation, as well as adult felony probationers sent to state prison for a conviction of a new felony offense. The calculation shall also include adult felony probationers sent to prison for conviction of a new crime who simultaneously have their probation term terminated.

1233.1. After the conclusion of each calendar year following the enactment of this section, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate the following for that calendar year:

(a) The cost to the state to incarcerate in prison and supervise on parole a probationer sent to prison. This calculation shall take into consideration factors, including, but not limited to, the average length of stay in prison and on parole for probationers, as well as the associated parole revocation rates, and revocation costs.

(b) The statewide probation failure rate. The statewide probation failure rate shall be calculated as the total number of adult felony probationers statewide sent to prison in the previous year as a percentage of the statewide adult felony probation population as of June 30 of that year.

(c) A probation failure rate for each county. Each county's probation failure rate shall be calculated as the number of adult felony probationers sent to prison from that county in the previous year as a percentage of the county's adult felony probation population as of June 30 of that year.

(d) An estimate of the number of adult felony probationers each county successfully prevented from being sent to prison. For each county, this estimate shall be calculated based on the reduction in the county's probation failure rate as calculated annually pursuant to subdivision (c) of this section and the county's baseline probation failure rate as calculated pursuant to Section 1233. In making this estimate, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall adjust the calculations to account for changes in each county's adult felony probation caseload in the most recent completed calendar year as compared to the county's adult felony probation population during the period 2006 to 2008, inclusive.

(e) In calculating probation failure rates for the state and individual counties, the number of adult felony probationers sent to prison shall include those adult felony probationers sent to state prison for a revocation of

probation, as well as adult felony probationers sent to state prison for a conviction of a new felony offense. The calculation shall also include adult felony probationers who are sent to prison for conviction of a new crime and who simultaneously have their probation terms terminated.

1233.2. Annually, after the conclusion of each calendar year, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall identify the appropriate Probation Revocation Tier for each county for which it was estimated that the county successfully prevented any number of adult felony probationers from being sent to state prison, as provided in subdivision (d) of Section 1233.1. The tiers shall be defined as follows:

(a) Tier 1. A Tier 1 county is one which has a probation failure rate, as defined in subdivision (c) of Section 1233.1, that is no more than 25 percent higher than the statewide probation failure rate, as defined in subdivision (b) of Section 1233.1.

(b) Tier 2. A Tier 2 county is one which has a probation failure rate, as defined in subdivision (c) of Section 1233.1, that is more than 25 percent above the statewide probation failure rate, as defined in subdivision (b) of Section 1233.1.

1233.3. Annually, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate a probation failure reduction incentive payment for each eligible county, pursuant to Section 1233.2, for the most recently completed calendar year, as follows:

(a) For a county identified as being in Tier 1, as defined in subdivision (a) of Section 1233.2, its probation failure reduction incentive payment shall equal the estimated number of probationers successfully prevented from being sent to prison, as defined by subdivision (d) of Section 1233.1, multiplied by 45 percent of the costs to the state to incarcerate in prison and supervise on parole a probationer who was sent to prison, as defined in subdivision (a) of Section 1233.1.

(b) For a county identified as being in Tier 2, as defined in subdivision (b) of Section 1233.2, its probation failure reduction incentive payment shall equal the estimated number of probationers successfully prevented from being sent to prison, as defined by subdivision (d) of Section 1233.1, multiplied by 40 percent of the costs to the state to incarcerate in prison and supervise on parole a probationer who was sent to prison, as defined in subdivision (a) of Section 1233.1.

1233.4. (a) It is the intent of the Legislature for counties demonstrating high success rates with adult felony probationers to have access to performance-based funding as provided for in this section.

(b) On an annual basis, the Department of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate 5 percent of the savings

to the state attributed to those counties that successfully reduce the number of adult felony probationers sent to state prison.

(c) The savings estimated pursuant to subdivision (b) shall be used to provide high performance grants to county probation departments for the purpose of bolstering evidence-based probation practices designed to reduce recidivism among adult felony probationers.

(d) County probation departments eligible for these high performance grants shall be those with adult probation failure rates more than 50 percent below the statewide average in the most recently completed calendar year.

(e) A county probation department may receive a high performance grant under this section in a year in which it does not also receive a probation failure reduction incentive payment as provided for in Section 1233.3. The CPO of a county that qualifies for both a high performance grant and a probation failure reduction incentive payment shall indicate to the Administrative Office of the Courts, by a date designated by the Administrative Office of the Courts, whether the CPO chooses to receive the high performance grant or probation failure reduction payment.

(f) The grants provided for in this section shall be administered by the Administrative Office of the Courts. The Administrative Office of the Courts shall seek to ensure that all qualifying probation departments that submit qualifying applications receive a proportionate share of the grant funding available based on the population of adults ages 18 to 25, inclusive, in each of the counties receiving the grants.

1233.5. If data of sufficient quality and of the types required for the implementation of this act are not available to the Director of Finance, then the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, and the Administrative Office of the Courts, shall use the best available data to estimate probation failure reduction incentive payments and high performance grants utilizing a methodology that is as consistent with that described in this act as is reasonably possible.

1233.6. (a) Probation failure reduction incentive payments and high performance grants calculated for any calendar year shall be provided to counties in the following fiscal year. The total annual payment to each county shall be divided into four equal quarterly payments.

(b) The Department of Finance shall include an estimate of the total probation failure reduction incentive payments and high performance grants to be provided to counties in the coming fiscal year as part of the Governor's proposed budget released no later than January 10 of each year. This estimate shall be adjusted by the Department of Finance, as necessary, to reflect the actual calculations of probation revocation incentive payments and high performance grants completed by the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts. This adjustment shall occur as part of standard budget revision processes completed by the Department of Finance in April and May of each year.



(c) There is hereby established a State Community Corrections Performance Incentives Fund. Moneys budgeted for purposes of providing probation revocation incentive payments and high performance grants authorized in Sections 1230 to 1233.6, inclusive, shall be deposited into this fund. Any moneys deposited into this fund shall be administered by the Administrative Office of the Courts and the share calculated for each county probation department shall be transferred to its Community Corrections Performance Incentives Fund authorized in Section 1230. The Legislature may allocate up to 3 percent of the funds annually deposited into the State Community Corrections Performance Incentives Fund for use by the Administrative Office of the Courts for the costs of administering this program.

1233.7. The moneys appropriated pursuant to this chapter shall be used to supplement, not supplant, any other state or county appropriation for the chief probation officer or the probation department.

1233.8. This chapter shall remain in effect only until January 1, 2015, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2015, deletes or extends that date.

SEC. 3. The Judicial Council shall consider the adoption of appropriate modifications to the Criminal Rules of Court, and of other judicial branch policies, procedures, and programs, affecting felony probation services that would support implementation of the evidence-based probation supervision practices described in this chapter.

SEC. 4. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4056-11/12)

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

Type of Service: As-Needed Management Development and Training

Funding Source: Airport Operating Funds
PSC Original Approved Amount: \$300,000 PSC Original Approved Duration: 12/19/11 - 12/31/16 (5 years 2 we
PSC Mod#1 Amount: \$150,000 PSC Mod#1 Duration: 06/24/14-06/30/19 (2 years 25 weeks)
PSC Mod#2 Amount: \$200,000 PSC Mod#2 Duration: 09/18/14-12/31/16 (0 sec)
PSC Cumulative Amount Proposed: \$650,000 PSC Cumulative Duration Proposed: 5 years 2 weeks

1. Description of Work

A. Scope of Work:

Provide as-needed individualized and small group instruction (e.g. one-on one instruction and leadership development) to senior and managerial staff, based on the SFO Competency Model, strategic management skills in an aviation environment: aviation and airport strategic planning, aviation financial management and analysis for non-financial managers, execution in a civil service environment, strategic innovation in the public sector, change management, advanced communication skills, and negotiation skills), with an emphasis on achieving the Airport's 5 year strategic goals, organizational objectives and core values. General objectives of the contract are:

- \* Assessment of managerial employees' development and learning needs;
\* Leadership curriculum development, leadership curriculum implementation;
\* Recommendation of leadership readiness (and at what stage: from moderately ready to high performer readiness).

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

Over the next 3 - 5 years, close to 43% of Airport Commission managers and supervisors will be eligible to retire. In preparation for this change, the Airport is implementing a proactive 5 year succession and retention plan which includes a focused program on the continuous development of the Airport Commission workforce talent. An integral component of this plan seeks to progressively develop existing high potential and emerging leaders, as well as identify skilled performers in an effort to equip them with the knowledge base and skills necessary to ascend to the next level of responsibility or assignment.

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

Yes.

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

2. Union Notification: On 09/18/14, the Department notified the following employee organizations of this PSC/RFP request: Municipal Executive Association; Architect & Engineers, Local 21;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4056-11/12

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/20/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

The SFO Training Program under the supervision of the SFO EEO and Organizational Development Program seeks to hire as-needed contractor for individualized and small group leadership development and instruction on a limited basis. See attached document.

B. Which, if any, civil service class(es) normally perform(s) this work?  
1232,0922,0932,

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

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

A. Explain why civil service classes are not applicable:

Succession development assistance is needed to support the work of the existing training and development staff and the referrals to the contracts will be infrequent. Each managerial development engagement only spans 3 months at any one time which does not sustain a full time employee.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, the work is intermittent.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 09/18/14 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)**

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [cynthia.avakian@fysfo.com](mailto:cynthia.avakian@fysfo.com)  
**To:** [Cynthia Avakian; camaguey@sfmea.com](mailto:Cynthia.Avakian@camaguey@sfmea.com); [staff@sfmea.com](mailto:staff@sfmea.com); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); Yen Pang; DHR-  
PSCCoordinator; Richard Isen  
**Subject:** Receipt of Modification Request to PSC # 4056-11/12 - MODIFICATIONS  
**Date:** Thursday, September 18, 2014 11:52:59 AM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$200,000 for services for the period September 18, 2014 – December 31, 2016. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3471>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[staff@sfmea.com](mailto:staff@sfmea.com)  
[camaguey@sfmea.com](mailto:camaguey@sfmea.com)

# Additional Attachment(s)

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

The contracts are for a 5 year term and this was to ensure program consistency.

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

The consequence of denial is that over the next 3 - 5 years, close to 43% of Airport Commission managers and supervisors will be eligible to retire. In preparation for this change, the Airport is implementing a proactive 5 year succession and retention plan which includes a focused program on the continuous development of the Airport Commission workforce talent. An integral component of this plan seeks to progressively develop existing high potential and emerging leaders, as well as identify skilled performers in an effort to equip them with the knowledge base and skills necessary to ascend to the next level of responsibility or assignment.



Q: Specify required skills and/or expertise

The SFO Training Program under supervision of the SFO EEO and Organizational Development Program seeks to hire as-needed contractors for individualized and small group leadership development and instruction on a limited basis. The contractor will provide training and development in the SFO Competency model areas of leading others, leading the organization, self-leadership and avoiding derailment factors that are specifically related to aviation and airport strategic planning, aviation financial management and analysis for non-financial managers, strategic innovation in the public sector, change management and advanced communication skills.

Describe training including the number of hours:

Training will be provided in a form of development of skills and abilities for succession and in preparation of promotional opportunities for approximately 20 hours over a 3 month period.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4056-11/12)

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

Type of Service: As-Needed Management Development and Training

Funding Source: Airport Operating Funds
PSC Original Approved Amount: \$300,000
PSC Mod#1 Amount: \$150,000
PSC Mod#2 Amount:
PSC Cumulative Amount Proposed: \$450,000
PSC Original Approved Duration: 12/19/11 - 12/31/16 (5 years 2 weeks)
PSC Mod#1 Duration: 06/24/14-06/30/19 (2 years 25 weeks)
PSC Mod#2 Duration:
PSC Cumulative Duration Proposed: 7 years 27 weeks

1. Description of Work

A. Scope of Work:

Provide as-needed individualized and small group instruction (e.g. one-on one instruction and leadership development) to senior and managerial staff, based on the SFO Competency Model, strategic management skills in an aviation environment: aviation and airport strategic planning, aviation financial management and analysis for non-financial managers, execution in a civil service environment, strategic innovation in the public sector, change management, advanced communication skills, and negotiation skills), with an emphasis on achieving the Airport's 5 year strategic goals, organizational objectives and core values. General objectives of the contract are:

- \* Assessment of managerial employees' development and learning needs;
\* Leadership curriculum development, leadership curriculum implementation;
\* Recommendation of leadership readiness (and at what stage: from moderately ready to high performer readiness).

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

Over the next 3 - 5 years, close to 43% of Airport Commission managers and supervisors will be eligible to retire. In preparation for this change, the Airport is implementing a proactive 5 year succession and retention plan which includes a focused program on the continuous development of the Airport Commission workforce talent. An integral component of this plan seeks to progressively develop existing high potential and emerging leaders, as well as identify skilled performers in an effort to equip them with the knowledge base and skills necessary to ascend to the next level of responsibility or assignment.

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

Services provided under PSC 4056-11/12

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

2. Union Notification: On 06/27/14, the Department notified the following employee organizations of this PSC/RFP request: Municipal Executive Association; Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4056-11/12

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/14/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

The SFO Training Program under the supervision of the SFO EEO and Organizational Development Program seeks to hire as-needed contractor for individualized and small group leadership development and instruction on a limited basis. See attached document.

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

1232,0922,0932,

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

No.

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

A. Explain why civil service classes are not applicable:

Succession development assistance is needed to support the work of the existing training and development staff and the referrals to the contracts will be infrequent. Each managerial development engagement only spans 3 months at any one time which does not sustain a full time employee.

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

No, the work is intermittent.

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

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

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

ON 06/27/14 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avaklan@flsfo.com

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



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

December 13, 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 NUMBERS 4056-11/12 THROUGH 4063-11/12 AND 4064-07/08.**

At its meeting of December 5, 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.*

### The Commission:

- (1) Withdrew PSC #4060-11/12 at the request of the Public Utilities Commission.
- (2) Adopted the report; Approved the request for PSC #4058-11/12 on the condition that the Municipal Transportation Agency submit an annual status report beginning with the first meeting of December 2012. Notified the Office of the Controller and the Office of Contract Administration.
- (3) Adopted the report; Approved the request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

*ANITA SANCHEZ FOR*  
ANITA SANCHEZ  
Executive Officer

### Attachment

c: Cynthia Avakian, Airport Commission  
 Parveen Boparai, Municipal Transportation Agency  
 Micki Callahan, Human Resources Director  
 Carina Carlos, Department of Public Works  
 Gordon Choy, Department of Public Works  
 Marie de Vera, Department of Human Resources  
 Jacquie Hale, Department of Public Health  
 Shamica Jackson, Public Utilities Commission  
 Florence Kyann, Public Utilities Commission  
 Maria Ryan, Department of Human Resources  
 Commission File  
 Chron

POSTING FOR  
12/5/2011

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4036-11/12	27	Airport Commission	Regular	\$300,000	Provide as-needed individualized and small group instruction (e.g., one-on-one instruction and leadership development) to senior and managerial staff, based on the SFO Competency Model, strategic management skills in an aviation environment; aviation and airport strategic planning, aviation financial management and analysis for non-financial managers, execution in a civil service environment, strategic innovation in the public sector, change management, advanced communication skills, and negotiation skills), with an emphasis on achieving the Airport's 5 year strategic goals, organizational objectives and core values. General objectives of the contract are: <ul style="list-style-type: none"> <li>- Assessment of managerial employees' development and learning needs;</li> <li>- Leadership curriculum development, leadership curriculum implementation;</li> <li>- Recommendation of leadership readiness (and at what stage, from moderately ready to high performer readiness).</li> </ul>	12/19/2011 - 12/31/2016
4057-11/12	27	Airport Commission	Regular	\$2,000,000	As part of the Airport's 5-Year Capital Plan, Airport staff will need support services with: project controls, scheduling and cost estimating, pre-construction services, peer reviews, specialty design engineers, specialty construction inspectors, and specialty material testing and commissioning services. Consultants with experience and knowledge in Airport design and construction of terminals, air-side and land-side development, special systems and commissioning experience will be required.	12/19/2011 - 12/31/2016
4058-11/12	35	Municipal Transportation Agency	Regular	\$300,000	Contractor will perform scheduled preventive maintenance including cleaning, adjustments, and equipment replacement or upgrades on hardware and software of San Francisco Municipal Transportation Agency (SFMTA) fixed asset video surveillance systems in at least twelve (12) SFMTA sites.	12/1/2011 - 11/30/2014
4059-11/12	35	Municipal Transportation Agency	Regular	\$22,000,000	The scope of this project is to rehabilitate various systems on 80 to 90 standard (40') Neoplan motor coaches. The contractor will provide all repairs, warranties, labor, inspections, engineering, tool, materials, parts, facilities and equipments required to complete this work, which includes removing and replacing motor vehicle systems such as engines, transmissions, radiators, brakes, doors and air supply systems, interior and exterior body work, exterior painting, including pick-up and delivery of the coaches. All rehabilitation work will be performed off-site. Contractor will prepare all required detailed drawings, design calculations and other specified technical documentation in connection with this project. Contractor will support warranties on all rebuilt components.	1/1/2012 - 1/31/2015
4060-11/12	40	Public Utilities Commission	Regular	\$500,000	The City and County of San Francisco owns and maintains approximately 18,500 cobra-head type high pressure sodium (HPS) streetlight luminaires, located throughout the City's forty-nine square miles. The LED Street Light Conversion Project will replace existing HPS street light luminaires with dimmable Light Emitting Diode (LED) street light luminaires and an integrated wireless communication monitoring and control system (smart controls). The work includes lighting design for San Francisco's street lighting system and construction.	12/5/2011 - 12/30/2013

**PERSONAL SERVICES CONTRACT SUMMARY**

DATE: 9/26/2011  
 DEPARTMENT NAME: AIRPORT COMMISSION DEPARTMENT NUMBER: 27  
 TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING   
 CONTINUING  ANNUAL  
 TYPE OF REQUEST:  
 INITIAL REQUEST  MODIFICATION  
 TYPE OF SERVICE: As-Needed Management Development and Training  
 FUNDING SOURCE: Airport Operating Funds  
 PSC AMOUNT: \$300,000 PSC DURATION: 12/19/2011 – 12/31/2016

**1. DESCRIPTION OF WORK**

**A. Concise description of proposed work:**

Provide as-needed individualized and small group instruction (e.g., one-on-one instruction and leadership development) to senior and managerial staff, based on the SFO Competency Model, strategic management skills in an aviation environment: aviation and airport strategic planning, aviation financial management and analysis for non-financial managers, execution in a civil service environment, strategic innovation in the public sector, change management, advanced communication skills, and negotiation skills), with an emphasis on achieving the Airport's 5 year strategic goals, organizational objectives and core values. General objectives of the contract are:

- Assessment of managerial employees' development and learning needs;
- Leadership curriculum development, leadership curriculum implementation;
- Recommendation of leadership readiness (and at what stage: from moderately ready to high performer readiness).

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

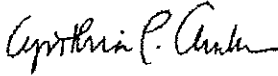
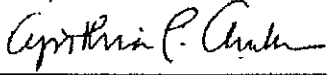
Over the next three to five years, close to 43% of Airport Commission managers and supervisors will be eligible to retire. In preparation for this change, the Airport is implementing a proactive five year Succession and Retention Plan which includes a focused program on the continuous development of the Airport Commission workforce talent. An integral component of this plan seeks to progressively develop existing high potential and emerging leaders, as well as identify skilled performers in an effort to equip them with the knowledge base and skills necessary to ascend to the next level of responsibility or assignment.

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

This is a new service.

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

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

IFPTE Local 21		9/26/11
Union Name	Signature of person mailing/faxing form	Date
MEA		9/26/11
Union Name	Signature of person mailing/faxing form	Date

RFP sent to: IFPTE Local 21 on 9/26/11  
Union Name Date

*Cynthia P. Chalk*

Signature

RFP sent to: MEA on 9/26/11  
Union Name Date

*Cynthia P. Chalk*

Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4056 - 11/12

STAFF ANALYSIS/RECOMMENDATION:

Approved 12/5/11

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The SFO Training Program under the supervision of the SFO EEO and Organizational Development Program seeks to hire as-needed contractors for individualized and small group leadership development and instruction on a limited basis. The contractor will provide training and development in the SFO Competency model areas of leading others, leading the organization, self-leadership and avoiding derailment factors that are specifically related to aviation and airport strategic planning, aviation financial management and analysis for non-financial managers, strategic innovation in the public sector, change management and advanced communication skills.

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

Part of the work will be done by a 1232 Training Officer, 0922 Manager I, or 0932 Manager IV.

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:

Succession development assistance is needed to support the work of the existing training and development staff and the referrals to the contractors will be infrequent. Each managerial development engagement only spans three (3) months at any one time which does not sustain a full time employee.

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

No

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

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

Yes	No
<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.

Training will be provided in a form of development of skills and abilities for succession and in preparation of promotional opportunity for approximately 20 hours over a 3 month period.



• Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained. All level managers and second and third level supervisors (MEA and Local 21); and approximate number to be trained 5-10 a year.

- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services?
- E. Has a board or commission determined that contracting is the most effective way to provide this service? No, however, Airport Commission has approved Resolution #09-0081 for this service.
- F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? An RFP will be issued and the result of that process is not known at this time.

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

Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

(650) 821-2014

Print or Type Name

Telephone Number

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

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4158 08/09)

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

Type of Service: State Legislative Advocacy

Funding Source: Airport Operating Funds
PSC Original Approved Amount: \$375,000 PSC Original Approved Duration: 07/01/09 - 06/30/14 (5 years)
PSC Mod#1 Amount: \$187,500 PSC Mod#1 Duration: 03/24/14-12/31/16 (2 years 26 weeks)
PSC Mod#2 Amount: \$90,000 PSC Mod#2 Duration: no duration added
PSC Cumulative Amount Proposed: \$652,500 PSC Cumulative Duration Proposed: 7 years 26 weeks

1. Description of Work

A. Scope of Work:

Ongoing representation of the San Francisco International Airport (SFO) before the California State Legislature and Executive Administration to identify and advocate for or against legislation and regulatory matters that impact the Airport. This work requires maintaining good relationships with the staff of state legislators.

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

The State Legislature and Administration consider a variety of airport operations and funding issues each year. It is essential to have an advocate in Sacramento to insure that Airport operations are not unintentionally affected and that any and all funding measures are explored. Without a state legislative advocate, the Airport may miss applicable state laws and funding opportunities.

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

Yes.

D. Will the contract(s) be renewed? Yes, depending on performance and need.

2. Union Notification: On 09/16/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4158 08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/20/2014

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

A. Specify required skills and/or expertise:

The Airport's state legislative advocate in Sacramento must have extensive experience and working relationships with State legislators and their staffs successfully representing municipal agencies on state legislative and regulatory issues that could impede efficient Airport operations. The bulk of the work takes place in Sacramento.

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

1823, 1824,

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

No

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

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable as this function involves short-term projects, requiring diverse knowledge and there is no one particular class or group of classes that encompass the knowledge, skills and expertise required for this work.

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

No, this service covers varied issues, each taking priority at different times depending on legislation. Outside firms have a pool of experts available for use as the need arises. Because firms represent many clients, they are best able to use those sources to organize similar interests to effect change.

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

YES    NO

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

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

ON 09/16/14 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)**

**From:** [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**To:** [Lisa Randall](#)  
**Subject:** FW: Receipt of Modification Request to PSC # 4158 08/09 - MODIFICATIONS  
**Date:** Tuesday, September 16, 2014 4:31:57 PM

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Best Wishes,  
Suzanne Choi  
DHR PSC Coordinator  
415-557-4886

Note: For all inquiries/correspondences regarding Personal Services Contracts (PSCs) please send requests directly to [DHR-PSCCoordinator@sfgov.org](mailto:DHR-PSCCoordinator@sfgov.org) for record keeping and review processing. Please do not send them to my email address because it may be overlooked. Thank you

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

From: [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of [cynthia.avakian@flysfo.com](mailto:cynthia.avakian@flysfo.com)  
Sent: Tuesday, September 16, 2014 4:22 PM  
To: Cynthia Avakian; [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [christina.chiong@flysfo.com](mailto:christina.chiong@flysfo.com); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
Subject: Receipt of Modification Request to PSC # 4158 08/09 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$90,000 for services for the period October 20, 2014 – December 31, 2016. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1580>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4158 08/09)

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

Type of Service: State Legislative Advocacy

Funding Source: Airport Operating Funds
PSC Original Approved Amount: \$375,000 PSC Original Approved Duration: 07/01/09 - 06/30/14 (5 years)
PSC Mod#1 Amount: \$187,500 PSC Mod#1 Duration: 03/24/14-12/31/16 (2 years 26 weeks)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$562,500 PSC Cumulative Duration Proposed: 7 years 26 weeks

1. Description of Work

A. Scope of Work:

Ongoing representation of the San Francisco International Airport (SFO) before the California State Legislature and Executive Administration to identify and advocate for or against legislation and regulatory matters that impact the Airport. This work requires maintaining good relationships with the staff of state legislators.

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

The State Legislature and Administration consider a variety of airport operations and funding issues each year. It is essential to have an advocate in Sacramento to insure that Airport operations are not unintentionally affected and that any and all funding measures are explored. Without a state legislative advocate, the Airport may miss applicable state laws and funding opportunities.

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

Yes

D. Will the contract(s) be renewed? Yes, depending on performance and need.

2. Union Notification: On 03/12/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4158 08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 04/03/2014

July 2013

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

A. Specify required skills and/or expertise:

The Airport's state legislative advocate in Sacramento must have extensive experience and working relationships with State legislators and their staffs successfully representing municipal agencies on state legislative and regulatory issues that could impede efficient Airport operations. The bulk of the work takes place in Sacramento.

B. Which, if any, civil service class(es) normally perform(s) this work?  
1823,1824,

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

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

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable as this function involves short-term projects, requiring diverse knowledge and there is no one particular class or group of classes that encompass the knowledge, skills and expertise required for this work.

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

No, this service covers varied issues, each taking priority at different times depending on legislation. Outside firms have a pool of experts available for use as the need arises. Because firms represent many clients, they are best able to use those sources to organize similar interests to effect change.

**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? Edelstein, Gilbert, Smith & Robson	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 03/12/14 BY:

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

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





# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

June 18, 2009

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

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

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 1019-08/09; 1020-08/09; 4158-08/09 THROUGH 4165-08/09; 4073-05/06; 4123-05/06; 4098-02/03 AND 4113-08/09.**

At its meeting of June 15, 2009 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) 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).
- (3) Adopt the Human Resources Director's report on all remaining contracts. 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

ANITA SANCHEZ  
Executive Officer

### Attachment

- c: Cynthia Avakian, Airport Commission  
 Jesusa Bushong, San Francisco Fire Department  
 Micki Callahan, Human Resources Director  
 Gordon Choy, Department of Public Works  
 Maureen Gannon, Sheriff Department  
 Jacquie Hale, Department of Public Health  
 Kan Htun, Arts Commission  
 Shamica Jackson, Public Utilities Commission  
 Jennifer Johnston, Department of Human Resources  
 Naomi Kelly, Office of Contract Administration  
 Florence Kyaun, Public Utilities Commission  
 William Lee, Department of Emergency Management  
 Esther Reyes, Controller  
 Brigitte Rockett, Department of Human Resources  
 Ben Rosenfield, Controller  
 Commission File  
 Chron

POSTING FOR  
June 15, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

FSC No.	Dept/No	Dept/Name	Approval Type	Contract Amount	Description of work	Duration
1019-08/09	6	Sheriff Department	Annual	\$200,000.00	Will provide timely transportation of prisoners throughout California and the United States, pursuant to court orders or lawful arrest warrants. Transportation could possibly include required overnight lodging of the prisoners.	30-Jun-10
1020-08/09	6	Sheriff's Department	Annual	\$800,000.00	Will provide electronic home detention/monitoring services for inmates who qualify for home detention as an alternative to jail incarceration.	30-Jun-10
4155-08/09	27	Airport Commission	Regular	\$375,000.00	Will provide ongoing representation of the Airport before the California State Legislature and Executive Administration to identify and advocate for or against legislation and regulatory matters that impact the Airport.	30-Jun-14
4198-08/09	28	Arts Commission	Regular	\$100,000.00	Will provide four to five professional artists or artist teams to create a temporary public art project that includes a rotating poster series with auxiliary public programming for the Arts Commission's Art on Market Street Program.	20-Dec-10
4160-08/09	31	Fire Department	Regular	\$223,491.00	Provide proprietary preventive and corrective maintenance and repair services for the Fire Trainer T-1000 Fire Simulator.	30-Jun-12
4161-08/09	40	San Francisco Public Utilities Commission	Regular	\$3,000,000.00	Will provide preliminary engineering design and cost estimates with additional environmental and permitting support services for a Newark to San Francisco submarine High Voltage Direct Current (HVDC) power cable.	15-Jul-12
4162-08/09	40	San Francisco Public Utilities Commission	Regular	\$9,000,000.00	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.	01-Sep-14
4163-08/09	77	Department of Emergency Management	Regular	\$250,000.00	Will provide services, including project management and installation services for the procurement and installation of microwave communications equipment to finish the partially constructed system for the Bay Area Regional Interoperable Communication System.	30-Jun-12
4164-08/09	81	Public Health	Regular	\$4,500,000.00	Will provide custom fitting, modifications, and custom manufacturing of orthotics and prosthetics for patients of San Francisco General Hospital, Laguna Honda Hospital, Jail Health Services, and other clients of the Community Health network.	30-Jun-18
4165-08/09	90	Public Works	Regular	\$1,000,000.00	Will provide services necessary to provide a turnkey solution for the receipt, warehousing, delivery, placement and installation of Furniture, Fixtures and Equipment (FF&E) in the newly constructed Laguna Honda Hospital buildings.	01-Jan-11

PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 19, 2009 (revised May 27, 2009)

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: State Legislative Advocacy

FUNDING SOURCE: Airport Operating Funds

PSC AMOUNT: \$375,000 (\$75,000/year) TOTAL PSC DURATION: 7/1/09 - 6/30/14

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Ongoing representation of the Airport before the California State Legislature and Executive Administration to identify and advocate for or against legislation and regulatory matters that impact the Airport. This work requires maintaining good relationships with the staff of state legislators.

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

The State Legislature and Administration consider a variety of airport operations and funding issues each year. It is essential to have an advocate in Sacramento to insure that Airport operations are not unintentionally affected and that any and all funding measures are explored. Without a state legislative advocate, the Airport may miss applicable state laws and funding opportunities.

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

This service has been provided in the past through contracts. The most recent PSC for this contract is PSC # 4007-05/06 which will expire on 6/30/2010; however, this request is being made now to address timing concerns since a new competitive process is underway.

D. Will the contract(s) be renewed? Yes, depending on performance and need.

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 Cynthia P. Avakian Signature of person mailing/faxing form MAY 19 2009 Date
IFPTE, Local 21 Union Name on May 19, 2009 Date Cynthia P. Avakian Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4158-08/09 STAFF ANALYSIS/RECOMMENDATION:

Approved 6/15/09

CIVIL SERVICE COMMISSION ACTION:

**3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE**

**A. Specify required skills and/or expertise:**

The Airport's state legislative advocate in Sacramento must have extensive experience and working relationships with State legislators and their staffs successfully representing municipal agencies on state legislative and regulatory issues that could impede efficient Airport operations. The bulk of the work takes place in Sacramento.

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

A minor portion of the work might be done by the administrative analyst classifications (1823 or 1824) reviewing and analyzing legislation; however, this is just one small portion of the work that needs to be done.

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

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

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

Civil service classes are not applicable as this function involves short-term projects requiring diverse knowledge and there is no one particular class or group of classes that encompass the knowledge, skills and expertise required for this work.

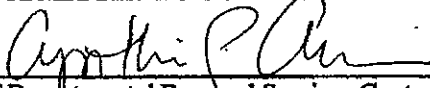
**B. Would it be practical to adopt a new civil service class to perform this work? Explain.**

No, this service covers varied issues with each issue taking priority at different times depending on the legislation. Outside firms have a pool of experts available to them allowing them to tap into expertise as the need arises. Because the firms represent many clients, they are also best able to use those sources to organize similar interests to effect change. They are also in constant contact with legislative offices allowing them to develop stronger relations with them. Adopting a new civil service class would not address these advantages.

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

- |  | Yes                                 | No                                  |
|--|-------------------------------------|-------------------------------------|
| <b>A. Will the contractor directly supervise City and County employees?</b>  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>B. Will the contractor train City and County employees?</b>   | <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 (e.g., clerks, civil engineers, etc.) and approximate numbers to be trained.   |                                     |                                     |
| <b>C. Are there legal mandates requiring the use of contractual services?</b>  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>D. Are there federal or state grant requirements regarding the use of contractual services?</b>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>E. Has a board or commission determined that contracting is the most effective way to provide this service? Attached is Airport Commission Resolution #09-0029</b>  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? An RFP has been issued and it is unknown at this time the outcome of that process.</b> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

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



Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

(650) 821-2014

Print or Type Name

Telephone Number

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

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CITY PLANNING Dept. Code: CPC

Type of Request: [ ] Initial [X] Modification of an existing PSC (PSC # 38697 - 13/14)

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

Type of Service: Community Engagement and Street Tree Planting and Sidewalk Gardens

Funding Source: Federal, State, and General Fund
PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 05/01/14 - 12/31/18 (4 years 35 w
PSC Mod#1 Amount: \$900,000 PSC Mod#1 Duration: no duration added
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$1,000,000 PSC Cumulative Duration Proposed: 4 years 35 weeks

1. Description of Work

A. Scope of Work:

Grantee (Friends of the Urban Forest) will work with residents, property owners, local neighborhood groups, business, and other interested organizations to publicize, organize (including necessary permitting), and facilitate community engagement with planting street trees and installing sidewalk gardens. Activities may include, and are not limited to: coordinating neighborhood tree planting events; neighborhood notification of tree planting events; assisting property owners in obtaining any necessary permits; removal and disposal of sidewalk; providing trees, plants, and supporting hardware; 18 month of care and maintenance following planting; and engaging community and corporate volunteers in planting efforts.

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

Services are necessary to work with residents, property owners, local neighborhood groups, business, other interested organizations, and volunteers to support neighborhood tree planting and neighborhood garden events on an as-needed basis. Consequences of denial would result in these services not being provided, provided at a higher cost by not utilizing volunteers, or require civil service workers to work odd hours including short shifts and weekends.

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

Services have been provided in the past through earlier PSC request. See 38697 - 13/14

D. Will the contract(s) be renewed? Unknown, as this service depends on funding and demand.

2. Union Notification: On 09/11/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association; Management & Sup

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 38697 - 13/14

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/20/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

Ability to work with residents, property owners, local neighborhood groups, business, organizations, and volunteers. Knowledge of the permitting process, tree plantings, garden installation, tree and garden maintenance, sidewalk disposal, event coordination, volunteer recruitment, and community engagement.

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

3374,3417,3410,3426,3434,3436,3438,1823,3435,

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

Yes, contractor will provide tools and equipment required for street tree plantings, neighborhood garden installation, and sidewalk removal, and also personal protective equipment for residents and volunteers to perform such work.

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

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable for such intermittent work, which highly depends on the interests and availability of residents, property owners, local neighborhood groups, business, organizations, and volunteers.

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

It would not be practical to adopt new civil service classes for such intermittent work.

**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? Friends of the Urban Forest is the current contractor/grantee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

ON 09/11/14 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)

**Yeung, Danny (CPC)**

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**From:** Yeung, Danny (CPC)  
**Sent:** Monday, September 15, 2014 11:31 AM  
**To:** 'leah.berlanga@seiu1021.org'; 'gail@sffdlocal798.org'; 'cityworker@sfcwu.org'; 'davidmkersten@gmail.com'; 'djohnson@opcmialocal300.org'; 'hodlocal@pacbell.net'; 'ablood@cirseiu.org'; 'pkarinen@nccrc.org'; 'tony@dc16.us'; 'stevek@bac3-ca.org'; 'xiumin.li@seiu1021.org'; Poon, SinYee (HSA); 'smcgarry@nccrc.org'; 'rmitchell@twusf.org'; 'grojo@local39.org'; 'jduritz@uapd.com'; 'staff@sfmea.com'; 'mike@dc16.us'; 'khughes@ibew6.org'; 'L21PSCReview@ifpte21.org'; 'sfsmsa@gmail.com'; 'mshelley@dc16.us'; 'david.canham@seiu1021.org'; 'joe.tanner@seiu1021.net'; 'Larry.Bradshaw@seiu1021.org'; 'L21PSCReview@ifpte21.org'; 'LiUNA.local261@gmail.com'; 'local200twu@sbcglobal.net'; 'speedy4864@aol.com'; 'camaguey@sfmea.com'; 'ecdenvoter@aol.com'; 'tiya.thiang@seiu1021.org'; Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** FW: Receipt of Modification Request to PSC # 38697 - 13/14 - MODIFICATIONS

Community Engagement and Street Tree Planting and Sidewalk Gardens .

The CITY PLANNING -- CPC has submitted a modification request for a Personal Services Contract (PSC) for \$900,000 for services for the period October 1, 2014

-- December 31, 2018. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3908>



# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Community Engagement and Street Tree Planting and Sidewalk Gardens

Funding Source: Federal, State, and General Fund PSC Duration: 4 years 35 weeks
PSC Amount: \$100,000 PSC Est. Start Date: 05/01/2014 PSC Est. End Date: 12/31/2018

1. Description of Work

A. Scope of Work:

Grantee (Friends of the Urban Forest) will work with residents, property owners, local neighborhood groups, business, and other interested organizations to publicize, organize (including necessary permitting), and facilitate community engagement with planting street trees and installing sidewalk gardens. Activities may include, and are not limited to: coordinating neighborhood tree planting events; neighborhood notification of tree planting events; assisting property owners in obtaining any necessary permits; removal and disposal of sidewalk; providing trees, plants, and supporting hardware; 18 month of care and maintenance following planting; and engaging community and corporate volunteers in planting efforts.

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

Services are necessary to work with residents, property owners, local neighborhood groups, business, other interested organizations, and volunteers to support neighborhood tree planting and neighborhood garden events on an as-needed basis. Consequences of denial would result in these services not being provided, provided at a higher cost by not utilizing volunteers, or require civil service workers to work odd hours including short shifts and weekends.

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 funded by the Planning Department.

D. Will the contract(s) be renewed? Unknown, as this service depends on funding and demand.

2. Union Notification: On 04/02/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Municipal Executive Association, Management & Superv

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 38697 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/10/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Ability to work with residents, property owners, local neighborhood groups, business, organizations, and volunteers. Knowledge of the permitting process, tree plantings, garden installation, tree and garden maintenance, sidewalk disposal, event coordination, volunteer recruitment, and community engagement.

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

3374,3417,3410,3426,3434,3436,3438,1823,3435,

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

Yes, contractor will provide tools and equipment required for street tree plantings, neighborhood garden installation, and sidewalk removal, and also personal protective equipment for residents and volunteers to perform such work.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable for such intermittent work, which highly depends on the interests and availability of residents, property owners, local neighborhood groups, business, organizations, and volunteers.

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

It would not be practical to adopt new civil service classes for such intermittent work.

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

YES NO

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

YES  NO

B. Will the contractor train City and County employee?

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

YES  NO

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

ON 04/10/2014 BY:

Name: Danny Yeung

Phone: 415-575-9042

Email: Danny.Yeung@sfgov.org

Address: 1650 Mission St, Suite 400

San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION Dept. Code: PUC

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4085-07/08)

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

Type of Service: Analytical Laboratory Services-Drinking Water&Wastewater Characterization (CS-896,PRO-0001-1,

Funding Source: Operating Budget

PSC Original Amount: \$900,000 PSC Original Approved Duration: 07/01/08 - 06/30/11 (2 yea
PSC Mod#1 Amount: \$1,100,000 PSC Mod#1 Duration: 07/01/11-06/30/12 (1 year 1 day)
PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 07/01/12-02/28/13 (34 weeks 5 days)
PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 03/01/13-02/28/15 (2 years)
PSC Mod#4 Amount: \$500,000 PSC Mod#4 Duration: 03/01/15-03/20/15 (2 weeks 5 days)
PSC Mod#5 Amount: \$5,000,000 PSC Mod#5 Duration: 03/21/15-03/20/20 (5 years 2 days)
PSC Mod#6 Amount: PSC Mod#6 Duration:
PSC Cumulative Amount Proposed: \$7,500,000 PSC Cumulative Duration Proposed: 11 years 37 weeks

1. Description of Work

A. Scope of Work:

A full service environmental laboratory will provide "as needed" reference laboratory testing of drinking water, wastewater, groundwater, soils, sediments, solids, hazardous waste, and biota (issues).

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

This service will insure the Water Quality Bureau (WQB) capability for meeting all sample testing required for regulatory compliance including but not limited to 1). sample testing that WQB cannot perform 2). specialized testing during water quality emergencies 3). backup testing during WQB equipment failures. Denial of these services may result in the failure of the PUC-WQB to meet regulatory compliance requirements with the Department of Health Services & other regulatory 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.

This service is currently being provided by PSC No. 4085-07/08 (CS-896).

D. Will the contract(s) be renewed? This is for continuous analytical services required by WQB.

2. Union Notification: On 09/15/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4085-07/08

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/20/2014

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Certification in the State of California, Department of Public Health, Environmental Laboratory Accreditation Program (ELAP) for the requested analytical methods. Ability to meet reporting limits and turnaround time.

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

2488,2483,2485,

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

Yes. Certain of the requested analytical tests, such as dioxin analysis and radiochemistry applications, require specialized analytical instrumentation such as a High Resolution Gas Chromatograph Mass Spectrometer or gross alpha/beta counters that not present in the WQB laboratories.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil Service chemists can perform many of the routine analysis; however, many of the requested analyses such as dioxin and radiochemistry analyses require specialized training and instrumentation that are not present within the WQB Laboratories. Also an outside laboratory is required to supplement the capability to process regulatory compliance samples for testing on an as needed basis and when the capacity of WQB laboratories is exceeded.

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

No.

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

YES NO

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

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

ON 09/15/14 BY:

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

Address: 525 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

# Receipt of Union Notification(s)

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [Stackson@swater.org](mailto:Stackson@swater.org)  
**To:** [Jackson, Shamlica; L21PSCReview@ifpte21.org](mailto:Jackson,Shamlica;L21PSCReview@ifpte21.org); [Jackson, Shamlica](mailto:Jackson,Shamlica); [DHR-PSCCoordinator, DHR; Isen, Richard](mailto:DHR-PSCCoordinator,DHR;Isen,Richard)  
**Subject:** Receipt of Modification Request to PSC # 4085-07/08 - MODIFICATIONS  
**Date:** Monday, September 15, 2014 5:00:56 PM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$5,000,000 for services for the period March 21, 2015 – March 20, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/2116>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)

# Additional Attachment(s)



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

The San Francisco Public Utilities Commission will always have a need to contract out as-needed laboratory services to support our in-house laboratory. There are some tests that require very expensive instruments, which only occur a few times per year. Having the laboratory services available to accommodate increased sample load is important. In addition, if there was ever an emergency which inhibited the ability of our laboratory to analyze samples, the contract for as-needed laboratory support services would be essential.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION Dept. Code: PUC

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4085-07/08)

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

Type of Service: Analytical Laboratory Services for Drinking Water and Wastewater Characterization (CS-896)

Funding Source: Operating Budget

PSC Original Approved Amount: \$900,000 PSC Original Approved Duration: 07/01/08 - 06/30/11 (2 years 52 weeks)

PSC Mod#1 Amount: \$1,100,000 PSC Mod#1 Duration: 07/01/11-06/30/12 (1 year 1 day)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 07/01/12-02/28/13 (34 weeks 5 days)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 03/01/13-02/28/15 (2 years)

PSC Mod#4 Amount: \$500,000 PSC Mod#4 Duration: 03/01/15-03/20/15 (2 weeks 5 days)

PSC Cumulative Amount Proposed: \$2,500,000 PSC Cumulative Duration Proposed: 6 years 37 weeks

1. Description of Work

A. Scope of Work:

A full service environmental laboratory will provide "as needed" reference laboratory testing of drinking water, wastewater, groundwater, soils, sediments, solids, hazardous waste, and biota (tissues).

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

This service will insure the Water Quality Bureau (WQB) capability for meeting all sample testing required for regulatory compliance. An "as needed" laboratory service is needed to provide sample laboratory analysis for: 1) sample testing that WQB does not have the capability and/or capacity to perform 2) additional capacity & specialized testing during water quality emergencies & 3) backup testing capabilities required WQB laboratory equipment failures. Denial of these services may result in the failure of the PUC-WQB to meet regulatory compliance requirements with the Department of Health Services & other regulatory 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.

This service is currently being provided by PSC No. 4085-07/08 (CS-896).

D. Will the contract(s) be renewed? This is for continuous analytical services required by WQB.

2. Union Notification: On 05/29/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4085-07/08

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 06/11/2014

July 2013

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

A. Specify required skills and/or expertise:

Certification in the State of California, Department of Public Health, Environmental Laboratory Accreditation Program (ELAP) for the requested analytical methods. Ability to meet reporting limits and turnaround time.

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

2488,2483,2485,

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

Yes. Certain of the requested analytical tests, such as dioxin analysis and radiochemistry applications, require specialized analytical instrumentation such as a High Resolution Gas Chromatograph Mass Spectrometer or gross alpha/beta counters that not present in the WQB laboratories.

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

A. Explain why civil service classes are not applicable:

Civil Service chemists can perform many of the routine analysis; however, many of the requested analyses such as dioxin and radiochemistry analyses require specialized training and instrumentation that are not present within the WQB Laboratories. Also an outside laboratory is required to supplement the capability to process regulatory compliance samples for testing on an as needed basis and when the capacity of WQB laboratories is exceeded.

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

No.

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

YES    NO

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

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? MWH Laboratories, a Division of MWH Americas, Inc.

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

ON 05/29/14 BY:

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

Address: 525 Golden Gate Avenue, 8th Floor San Francisco, CA 94102



CITY & COUNTY OF SAN FRANCISCO  
**Civil Service Commission**

Search

Home » June 04, 2012 Regular Meeting

## June 04, 2012 Regular Meeting

Civil Service Commission - June 4, 2012

### STAY CONNECTED



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### MINUTES

Regular Meeting

June 4, 2012

2:00 p.m.

ROOM 400, CITY HALL

0166-12-1 ELECTION OF OFFICERS (Item No. 5)

**Action:** Commissioner Kate Favetti was elected President for the term of office ending May 31, 2013. (Vote of 4 to 0)  
 Commissioner Scott R. Heldfond was elected Vice President for the term of office ending May 31, 2013. (Vote of 4 to 0)

HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 6)

No report.

EXECUTIVE OFFICER'S REPORT (Item No. 7)

0155-12-11 Report of Inspection Service Review Requested by the Commission Regarding the Selection and Hiring of Michael Powell for Class 7347 Plumber at the San Francisco Unified School District (SFUSD).

**Speakers:** Luz Morganti, Civil Service Commission

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

0128-12-8 Review of request for approval of proposed personal services contract. (Item No. 8)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4085-07/08	Public Utilities Commission	Increase Amount \$0 New Amount \$2,000,000	The reason for this modification is insure the Water Quality Division (WQD) capability for meeting all sample testing required for regulatory compliance. A full service environmental laboratory will provide "as-needed" reference laboratory testing of drinking water, wastewater, groundwater, soils, sediments, solids, hazardous waste, and biota (tissues). (CS-898).	Modification	02/28/15

May 21, 2012: Postponed to the meeting of June 4, 2012 at the request of the Public Utilities Commission.

Speakers: None.

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

0157-12-8 Review of request for approval of proposed personal services contracts. (Item No. 9)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4126-11/12	Adult Probation	\$500,000	APD needs individuals that have dual expertise in reentry and evidence based criminal justice strategies and Technical Services: facilitation, grant writing, strategic planning, evaluation, capacity building and communications. The expertise of the technical services providers is unique,	Regular	06/30/17

			unrepresented and greatly needed in the SFAPD.		
4127-11/12	Adult Probation	\$12,500,000	Reentry Services include mental health, substance abuse, housing, education, employment and financial literacy services to criminal justice system involved individual who have complex and intersecting challenges and barriers. Reentry Service providers have expertise in understanding the needs and how to successfully tailor service delivery to offenders.	Regular	06/30/17
4128-11/12	Controller	\$100,000	Provide hosting services for historical payroll reports generated prior to October 2012. Payroll reports are accessed by every City department's payroll professionals, time keepers and managers every pay period to validate payroll and deduction calculations through a partitioned access protocol with predefined search indexes.	Regular	08/31/17
			Work includes maintenance and support of the interdepartmental Children's System of Care Shared Youth Database, a web-based application based on proprietary software (DCAR)		

<p>4129-11/12</p>	<p>Public Health</p>	<p>\$600,000</p>	<p>used to match records of children and adolescent clients served by the DPH, H.S.A., Juvenile Probation, and SFUSD in order to identify opportunities for early intervention, care planning, practice improvement, and research. Work will also include building a data dashboard and associated reports using data obtained from the new Avatar system of Electronic Health Records for behavioral health system clients, in preparation for compliance with health care reform.</p>	<p>Regular</p>	<p>06/30/17</p>
			<p>This request is for services for the Cities Readiness Initiative (which helps prepare the City for a public health emergency such as a catastrophic bioterrorism attack by providing antibiotic prophylaxis to approximately 1.2 million people in SF within the first 48 hours) by enabling administration of services for specialized review and further development of its protocols and tools for surveillance and investigation to urgent cases and outbreaks of disease, including</p>		



4130-11/12	Public Health	\$1,000,000	<p>data forms and the Integrated Case and Outbreak Management System (ICOMS). This will include review of existing protocols and tools developed for both normal operations and for the Department's Infectious Disease Emergency Response Plan (IDER) and the creation of documentation to support disease control and immunization record keeping systems (ICOMS and ICMS), including functional descriptions, detailed specifications, and guides for configuring, administering, and troubleshooting records systems; purchase, package and inventory of Point of Dispersion (POD) equipment and supplies for all POD trailers; creating multilingual signs for use in POD sites; developing traffic routes and cubic footage requirements for antibiotic distribution between storage, POD sites and regionally agreed upon mass prophylaxis training modules; and developing website and internet screening processes to provide antibiotic prophylaxis.</p>	Regular	08/09/15
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4131-11/12	Public Health	\$12,000,000	Subject to the availability of beds and services, Contractor will provide hospital, clinic and other services to medically indigent residents of San Francisco, In Home Support Service patients, and County Jail patients, as well as emergency perfusion services, upon request. Services will include cardiac surgery, angioplasty, neurology procedures, radiation oncology, leukemia treatment, ophthalmology procedures and other services not provided at SFGH.	Regular	06/30/16
4132-11/12	Municipal Transportation Agency	\$350,000	To assist in effectively planning and evaluating its services, and to comply with certain federal funding and regulatory requirements, the San Francisco Municipal Transportation Agency (SFMTA) needs to collect, through an in-person ridership survey at a statistically significant level, the demographics and transportation practices of its riders. The consultant will collect statistically-significant data about customer travel patterns, income levels,	Regular	02/28/14

			<p>ethnic background, language proficiency and fare media usage both on a temporal and geographical basis. Customers on all routes and modes and throughout the service period will need to be surveyed. The consultant shall perform cross-tabulations on data and illustrate results in tables and charts, provide narrative data analysis, and make recommendations to SFMTA staff based upon the resulting data.</p>	
4107-10/11	Adult Probation	<p>Increase Amount \$20,000 New Amount \$100,000</p>	<p>PSC Modification requested to extend the PSC duration and increase PSC amount. The Adult Probation Department has not entered into a drug testing contract pending a final department operational Drug Testing policy and procedure. The extended duration will allow the department to enter into a contract and the additional amount is estimated to cover the contract until June 30, 2015. The Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation</p>	<p>Modification 06/30/15</p>

			Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders.		
4086-08/09	Environment	Increase Amount \$120,000 New Amount \$240,000	SFE requires a contractor to provide Charter Bus transportation for the School Education Program's environmental field trips for grades K-12 students.	Modi-fication	12/31/15
3036-11/12	Art Commission	Increase Amount \$50,000 New Amount \$100,000	A Bay Area consultant who specializes in coordinating multiple City, state and federal requirements for the construction of culturally based renovations and construction, will serve in a critical advisory capacity to assist with the management of a renovation project at Bayview Opera House located at 4705 Third Street. This work entails working with and maintaining relationships, as well as coordinating efforts with other city agencies, principally with the Department of Public Works, MUNI, Mayor's Office of Disability, Department of Real Estate, the Redevelopment Agency, and others. This will also include coordinating with the Bayview Opera House	Modi-fication	08/30/13

			<p>tenant organization and its board, the San Francisco Architectural Heritage Foundation and other neighborhood groups. The consultant will advise on preservation requirements, programmatic use of a cultural facility, coordinate multiple high visibility restoration projects and help to improve project efficiency and coordination.</p>		
4115-07/08	Public Health	<p>Increase Amount \$550,000 New Amount \$1,792,000</p>	<p>To serve as backup to provide year round 24/7 day a week access to telephone Interpreters for San Francisco General Hospital, the Public Health Centers, Laguna Honda Hospital, Health at Home other Department locations. The telephone interpreters must be skilled in phone based medical interpreting services and must be able to provide two-way, real time interpretation in a multitude of languages. This modification covers the anticipated needs of the Department through December 31, 2013. The Department has experienced an increase in the volume of telephone</p>	Modification	12/31/13

			interpreter services due to the full implementation of Healthy San Francisco, the roll out of videoconferencing, dual handset, and Polycom phones which are used in the Health Centers and Emergency Department. The Department has hired and is in the process of hiring additional interpreters to meet the demand.	
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**Speakers:** Shelly Thompson, Office of the Controller spoke on PSC #4128-11/12.

Jacque Hale, Department of Public Health spoke on PSC #4130-11/12.

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

**0147-12-5** **Proposed Amendments to Civil Service Commission Rule 112 – Eligible Lists Adding Article VII - Redevelopment-Only Priority Eligible List and Promotive Points to implement AB 26. (Item No. 10)**

May 21, 2012: Finalize drafts of proposed Rule amendments for posting and adoption. Continued to the meeting of June 4, 2012.

**Speakers:** Anita Sanchez, Executive Officer  
Ted Yamasaki, Department of Human Resources

**Action:** Post for adoption. (Vote of 4 to 0)

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS**

President E. Dennis Normandy announced the sad news that Jacqueline Reed, beloved wife of Paul Zarefsky, Deputy City Attorney and former General Counsel to the Commission passed away on June 2, 2012.

**ADJOURNMENT**

2:32 p.m.

Civil Service Commission | Email: [civilservice@sfgov.org](mailto:civilservice@sfgov.org) | Phone: 415-252-3247 | - Service 24x7



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# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Contract Administration Bureau  
1155 Market Street, 9th Floor  
San Francisco, CA 94103  
T 415.551.4603  
F 415.554.3225

## MEMORANDUM

DATE: December 5, 2011  
TO: Maria Ryan, DHR-PSC Coordinator  
Department of Human Resources (Dept. 33)  
FROM: David E. Scott, PSC Coordinator  
San Francisco Public Utilities Commission (Dept. # 40)  
RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No:	<u>4085-07/08</u>	CSC Approval Date (Original):	<u>01/22/2008</u>
Description of Service(s):	A full service environmental laboratory will provide "as needed" reference laboratory testing of drinking water, wastewater, groundwater, soils, sediments, solids, hazardous waste, and biota (tissues). (CS-896).		
Original Approved Amount:	\$ 900,000	Original Approved Duration:	<u>01/22/2008 to 06/30/2011</u> CSC
Modification One Amount:	\$ 1,100,000	Modification of Duration:	<u>03/17/2008 to 6/30/2012</u> CSC
Modification Two Amount:	\$ 0	Modification of Duration:	<u>12/08/2011 to 02/28/2013</u>
Total Amount as Modified:	\$ 2,000,000	Total Duration as Modified:	<u>01/22/2008 to 02/28/2013</u>

Reason for the modification:

This modification will align the approved Civil Service authority with the term in the executed contract.

Attachments: Copy of PSC Summary sent to DHR.

### FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION:  Approved

Approval Date: 12/9/11

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

DEC 07 2011

- Edwin M. Lee  
Mayor
- Francesca Vietor  
President
- Anson Moran  
Vice President
- Ann Muller Caen  
Commissioner
- Art Torres  
Commissioner
- Vince Courtney  
Commissioner
- Ed Harrington  
General Manager





**MINUTES**

**Regular Meeting**

**March 17, 2008**

**2:00 p.m.**

**ROOM 400, CITY HALL**

**1 Dr. Carlton B. Goodlett Place**

**CALL TO ORDER**

2:03 p.m.

**ROLL CALL**

President Alicia D. Becerril	Not present (Notified absence)
Vice President Donald A. Casper	Present
Commissioner Morgan R. Gorrone	Present (Left at 2:55 p.m. Missed Item #s 7,9,10 & 11)
Commissioner Mary Y. Jung	Present
Commissioner Yu-Yee Wu	Present

Vice President Donald Casper presided.

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

Lois Scott, IEPTB Local 21 asked for clarification on when she should speak on Item #7.

**APPROVAL OF MINUTES**

Regular Meeting of February 19, 2008

March 3, 2008:

Postpone to the meeting of March 17, 2008.

**Action:**

Approve. (Vote of 3 to 0; Commissioner Gorrone recused a meeting of March 3, 2008. Vote of 3 to 0)

Regular Meeting of March 3, 2008

**Action:**

Approve. (Vote of 3 to 0; Commissioner Wu recused. Vote of 4 to 0)

0121-08-8

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

PSC#	Department	Amount	Type of Service	Type of Approval	Dura
4109-07/08	Environment	\$1,500,000	Will provide professional technical assistance for program development and implementation of the Toxics Reduction and Zero Waste programs.	Regular	06/30
4110-07/08	Department of Children, Youth & Their Families	\$687,500	Will provide production and distribution of unitized meals to the children and youth enrolled in the 2008 Mayor's Summer Food Service Program.	Regular	08/15
4111-07/08	Arts Commission	\$4,000,000	Will provide contracts for multiple artists to design, fabricate, transport and install artworks at SF International Airport as part of the capital projects at the Airport, including the renovation of Terminal 2, and the construction of the Terminal 3.	Regular	07/31
4112-07/08	Planning Department	\$130,000	Will perform a detailed analysis of pedestrian spaces in two SF neighborhoods: Fisherman's Wharf and the Mission. The work will primarily entail a detailed analysis of the existing built environment and public life conditions.	Regular	12/31
4113-07/08	Municipal Transportation	\$1,200,000	Will implement the AB101 mandate that enforces parking violations in specified	Regular	01/01

	Agency (MTA)		transit only traffic lanes through the use of video image evidence.		
4114-07/08	Municipal Transportation Agency (MTA)	\$5,000,000	Will provide transit service related to the San Francisco Municipal Transportation Agency's (SFMTA's) implementation phase of the Transit Effectiveness Project (TEP).	Regular	03/01
4115-07/08	Department of Public Health	\$828,000	Will provide year round 24 hour 7 day a week access to telephone interpreters for San Francisco General Hospital, the Public Health Centers, Laguna Honda Hospital, Health at Home and other Department locations.	Regular	12/31
4116-07/08	Department of Public Health	\$0.0	Will provide retroactive electronic claims submissions to Medi-Cal, Medicare and commercial insurance payers and processing of those claims for the Community Health Network (CHN).	Regular	06/30
1009-06/07	Health Service System	Increase Amount \$250,000 New Amount \$672,055	Will provide health benefit plan actuarial and consulting service. Services will include developing rates; consulting with HSS staff; conducting studies of alternative healthcare plans; and developing an estimated budget for all core benefit services.	Annual	06/30
4085-07/08	Public Utilities Commission	Increase Amount \$1,100,000 New Amount \$2,000,000	Will provide as-needed reference laboratory testing of drinking water, wastewater, groundwater, soils, sediments, solids, hazardous waste, and biota (tissues).	Regular	06/30

**Speakers:**

Mark Westlund, Department of the Environment spoke on PSC #4109-07/08.

September Jarrett and Artina Lim, Department of Children, Youth & Their Families spoke on PSC #4110-07/08.

Elaine Forbes and Neil Hrushowy, Planning Department spoke on PSC #4107/08.

Virgil Dennis, Municipal Transportation Agency spoke on PSC #4113-07/08.

Ashish Patel, Municipal Transportation Agency spoke on PSC #4114-07/08.

Gladys Solivan and David Dao, Department of Public Health spoke on PSC #4115-07/08.

Robin Courtney, Health Service System and Steve Ponder, Department of Resources spoke on PSC #1009-06/07.

David Scott and Jagan Samudrala, Public Utilities Commission spoke on PSC #4085-07/08.

#4085-07/08.

**Note:**

Vice President Donald Casper presented the following statement regarding PSC #4110-07/08: In passing personal services contracts, the basic test employed by this Commission is whether the proposed services such a nature that they could be performed by one selected under the provisions of civil service." (*State Compensation Ins. Fund v. Riley* (1936) 9 Cal.3d 126, 135.) The restriction on contracting out the City's not found in any express provision of the Charter. "Rather, it emanates from an implicit necessity for pro the policy of the organic civil service mandate against dissolution and destruction." (*California State Employees' Assn. v. Williams* (1970) 7 Cal.App.3d 390, 397.) That is the basis for this Commission's jurisdiction with respect to personal services or outsourcing contracts.

Here, the proposed services are to be performed by classified or non-certified employees of the San Francisco Unified School District to implement the Mayor's 2008 Summer Food Service Program. The Department of Children, Youth and Their Families seeks approval of a contract with the School District for preparation of daily lunches by District personnel employed in food service classifications, including 260 Service Worker, 2618 Food Service Supervisor, and 2650 Assistant Cook.

As provided by Section 45318 of the State Education Code, classified or non-certificated personnel of San Francisco Unified School District are employed pursuant to the merit system provisions of the City Charter. They are subject to the control of this Commission and, as such, are members of the City's classified civil service. (*Evans v. San Francisco Unified School Dist.* (1989) 209 Cal.App.3d 1478, 1481.)

Therefore, not only will the services rendered under the proposed Summer Food Service Program with the School District be of a nature that they could be performed by members of the City's classified civil service. The services will in fact be performed by them. The integrity of the merit system will not be endangered. In my opinion, it was unnecessary to have brought this contract to this Commission for review. The Department of Children, Youth, and Their Families recognizes my position in this regard. It has submitted the contract to this Commission to escape a procedural, no, bureaucratic knot in the Controller's office. I am here to approve the contract only to assist the Department in achieving the contract's purpose. While civil service time may be measured in very long increments, life is still too short.

The Executive Officer informed the Commission that she advised the Department to submit the PSC request for approval by the Commission. In the event the Department does not use School District civil service personnel, the approval is in place and there is no delay in providing the service.

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

0099-08-1

**Secondary Criteria for Q - 60 Police Lieutenant, San Francisco Police Department. (Item No. 6)**

March 3, 2008:

- (1) Postpone to the meeting of March 17, 2008.  
(Vote of 2 to 1; Commissioner Casper dissents.)
- (2) Accept the recommendation of the Human Resources Director and the proposed secondary criteria for Q - 60 Police Lieutenant. (Vote of 2 to 1; Commissioner Gorrondo dissents.)
- (3) Three votes are needed for Commission action; therefore, the item is continued to the meeting of March 17, 2008.

**Speakers:** None.

**Action:** Postpone to the meeting of April 7, 2008. (Vote of 4 to 0)

**0115-08-4**

**Appeal by Lois H. Scott of the Position-Based Testing job announcement for 0932 Manager VI CIP Program Service Manager (PBT-0941-53190). (Item No. 7)**

**Speakers:** Jennifer Johnston, Department of Human Resources  
Lois Scott, IPTE Local 21  
Pat Pendergast, Public Utilities Commission

**Action:** Postpone to the meeting of April 7, 2008. (Vote of 3 to 0)

**0829-06-7**

**Determination of future employability: permanent appointment of Leo McFadden, Senior Building Inspector (Job Code 6333) Department of Building Inspection. (Item No. 8)**

**Speakers:** None.

**Action:** Postpone to the meeting of April 21, 2008 at the request of Stewart Weinb  
Attorney for Leo McFadden.  
(Vote of 4 to 0)



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

**GAVIN NEWSOM  
MAYOR**

January 25, 2008

**NOTICE OF CIVIL SERVICE COMMISSION ACTION**

**ALICIA D. BECERRIL  
PRESIDENT**

**DONALD A. CASPER  
VICE PRESIDENT**

**MORGAN R. GORRANO  
COMMISSIONER**

**MARY Y. JUNG  
COMMISSIONER**

**YU-YEE WU  
COMMISSIONER**

**ANITA SANCHEZ  
EXECUTIVE OFFICER**

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4081-07/08; 4083-  
07/08 THROUGH 4085-07/08; 4087-07/08; 4080-07/08; 4082-07/08;  
4347-00/01; 4081-05/06; 4064-06/07 AND 4086-07/08.**

At its meeting of January 22, 2008 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.*

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

*Anita Sanchez*  
ANITA SANCHEZ  
Executive Officer

**Attachment**

- c: Micki Callahan, Human Resources Director
- Parveen Boparai, Municipal Transportation Agency
- Connie Chang, Public Utilities Commission
- Gordon Choy, Department of Public Works
- Nancy Gonchar, Arts Commission
- Ed Harrington, Controller
- Mikhael Hart, Planning Department
- Jennifer Johnston, Department of Human Resources
- Naomi Kelly, Office of Contract Administration
- Julian Low, Mayor's Office of Business & Economic Development
- Sean McFadden, Recreation & Parks Department
- Jonathan Nelly, Department of Human Resources
- Commission File
- Chron

POSTING FOR  
January 22, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4081-07/08	21	Mayor's Office of Economic and Workforce Development	Regular	\$500,000.00	Will provide real estate planning and development consulting services for mixed-use planning and development projects.	31-Dec-13
4083-07/08	29	Planning Department	Regular	\$100,000.00	Will provide a complete environmental document that analyzes the environmental impacts for the Enterprise Zone Project.	28-Feb-09
CS-223 4084-07/08	40	San Francisco Public Utilities	Regular	\$7,000,000.00	Will provide power distribution scheduling coordination services as defined by the California Independent System Operator.	30-Jun-12
CS-876 4085-07/08	40	San Francisco Public Utilities	Regular	\$900,000.00	Will provide as needed reference laboratory testing of drinking water, wastewater, groundwater, soils, sediments, solids, hazardous waste, and biota (tissues).	30-Jun-11
4087-07/08	90	Public Works	Regular	\$6,000,000.00	Will provide preconstruction and construction services, and establish and maintain overall project controls during the design and construction phases of the SFGH Rebuild Project.	31-Dec-16



POSTING FOR  
January 22, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No.	DeptNo	DeptName	Approval Type	Increase Amount	New Amount	Description of work	Duration
4080-07/08	21	Mayor's Office of Economic and Workforce Development	Regular	\$20,015.00	\$65,075.00	Will provide additional marketing consulting services including creative strategy and positioning, logo and collateral design for brochures, fact sheets and website design. Services will also include copy writing and editing.	31-Mar-08
4082-07/08	28	Arts Commission	Regular	\$40,000.00	\$89,000.00	Will provide marketing and advertising services for projects completed at the San Francisco Arts Commission.	30-Jun-08
4347-00/01	35	Municipal Transportation Agency	Regular	\$0.00	\$0.00	Will provide insurance brokerage services to design, specify, place and administer an owner-controlled insurance program for construction of the Initial Operating Segment of the Third Street Light Rail Transit Project.	31-Aug-10
CS-809 4081-05/08	40	San Francisco Public Utilities Commission	Regular	\$920,250.00	\$1,225,250.00	Will provide professional services to prepare Unit Price Books, technical specifications, training to staff and contractors for a PUC-customized job order contracting system.	31-Mar-11
CS-842 4084-06/07	40	San Francisco Public Utilities Commission	Regular	\$7,000,000.00	\$11,550,000.00	Will provide a consultant to study the potential conversion of golf courses to alternate recreational uses.	31-May-10
4086-07/08	42	Recreation and Park	Regular	\$50,000.00	\$85,000.00	Will provide a consultant to study the potential conversion of golf courses to alternate recreational uses.	07-Jan-09