



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: July 31, 2015

To: The Honorable Civil Service Commission

Through: Micki Callahan *Micki*
Human Resources Director

From: Tristan Levardo, DEM
Rachel Buerkle, ENV
Cynthia Hamada, MTA
Shamica Jackson/Stacey Lo, PUC
Jolie Gines, TIS
Jacquie Hale, DPH
Cynthia Avakian, AIR
Diane Lim, ADP
Joyce Kimotsuki, CON

Subject: **Personal Services Contracts Approval Request**

This report contains fifteen (15) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

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

Total of this Report	YTD Expedited Approvals FY2015-2016	Total for FY2015-2016
\$91,111,043	\$30,493,115	\$239,219,048

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POSTING FOR

August 17, 2015

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

2015-08-17

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
45087 - 14/15	DEPARTMENT OF EMERGENCY MANAGEMENT	\$900,000.00	This request is for Fleet Week coordination, which will include large-scale event production, facilitation and overall management of a multi-day set of events. The partnership with the San Francisco Fleet Week Association will sustain coordination with external private sector, non-profit and Federal Government partners, including members of the Department of Defense (U.S. Navy and Marines).	August 1, 2015	October 31, 2017
48830 - 14/15	ENVIRONMENT	\$50,000,000.00	<ul style="list-style-type: none"> • Provide implementation support for major elements of an on-going energy efficiency partnership program with PG&E and for other grant funded projects. • Provide the Department of the Environment with as-needed professional support for energy efficiency, renewables, and climate change activities, to include engineering, technical analysis, research, testing, certification, and policy development. <p>Approximately 70% of the SF Energy Watch funding is pass-through dollars paid as rebates to San Francisco residents and businesses for the energy upgrades made.</p>	March 1, 2016	June 30, 2022
48177 - 14/15	MUNICIPAL TRANSPORTATION AGENCY	\$8,000,000.00	The San Francisco Municipal Transportation Agency (SFMTA) requires the services of a contractor to perform all duties pertaining to the SFMTA's automated photo enforcement system. Duties include, but are not limited to the following: maintain the system (hardware and software); issue and process citations for red light and illegal turn violations; provide court evidence packages; provide expert witness testimony pertaining to the system; train SF Police Department employees on the system's functions; provide regular reports on the system to the SFMTA; and provide a secure internet site for violators to obtain information on their violation.	February 1, 2016	May 31, 2021
48406 - 14/15	MUNICIPAL TRANSPORTATION AGENCY	\$1,750,000.00	The consultant will develop a facilities condition assessment and space plan for San Francisco Municipal Transportation Agency's (SFMTA) real estate assets. The Facility Condition Assessment work products will include an independent, prioritized review of deficiencies, estimates of repair options, and data that can be integrated easily into the Agency's Assessment Management System. The SFMTA must re-evaluate its existing uses of space to maximize existing office and storage space for existing staff and planned staff growth due to the recent passage of the Proposition A Transportation and Road Improvement Bond, increases in Muni Transit Service, and the growth of the Muni Transit Fleet. In-house staffing resources at the SFMTA and Department of Public Works (DPW) will work together to review the consultant work products and participate in the oversight of the consultant team.	August 18, 2015	December 31, 2017
42251 - 14/15	PUBLIC UTILITIES COMMISSION	\$5,000,000.00	The San Francisco Public Utilities Commission (SFPUC), Power Enterprise, seeks a professional services consultant to assist with the development of a 2016 Integrated Resource Plan (IRP), as well as assist in the design and implementation of ongoing IRP review and updating procedures and processes. We expect this effort to lead to the creation of a robust and flexible Integrated Resource Plan looking 30 years with a 5-year setup and execution plan and 10-year benchmarks. Consulting services involve: development of load forecast for the IRP study period; consideration of the impacts of present/future energy efficiency and demand side management programs; assessment and modeling of current and potential power supply resources, all in the context of forward energy and capacity price forecasts. Planning considerations would include regional transmission constraints/rights, California Independent System Operator (CAISO) mandated resource adequacy and	September 7, 2015	September 1, 2020

PSC No	Dept Designation	PSC Amount	Description of Work	PSC	PSC
				Estimated Start Date	Estimated End Date
			local capacity requirements, current/probable future renewable portfolio standards, greenhouse gas (GHG) regulations, San Francisco climate and energy goals, relevant regulatory initiatives and requirements, and Power's business objectives and policy criteria.		
43831 - 14/15	GENERAL SERVICES AGENCY - TECHNOLOGY	\$12,500,000.00	Vendor will provide Cisco Professional Services Consulting and Training to assist City Staff with Network Infrastructure Maintenance and project assistance involving Cisco Hardware and Software. These services are needed to augment Cisco Smartnet Maintenance services to maintain and improve network efficiency throughout the City. These services are being requested by the Department of Technology on behalf of all City Departments as part of a Citywide Enterprise Agreement for Cisco Services. Services will be used on an as-needed basis by Departments for their various Network Infrastructure Projects.	November 1, 2015	October 30, 2020
46518 - 14/15	GENERAL SERVICES AGENCY - TECHNOLOGY	\$4,500,000.00	VMware Technical Account Managers and Engineers will assist City Staff in implementing VMware Server Virtualization products and work with City Staff to maximize the efficiency and utilization of VMware Products. These services require technical expertise and knowledge of proprietary VMware products that City Staff do not have. Engineering services may be utilized on a project basis, Technical Account Managers are assigned to specific Departments to work with City Engineers. Department of Technology is submitting this Request for Citywide Services as part of the Enterprise License Agreement which is available for use by all City Departments.	September 1, 2015	October 31, 2018
41467 - 14/15	PUBLIC HEALTH	\$900,000.00	The contractor will perform neuromonitoring services for patients undergoing operating room procedures at San Francisco General Hospital. Neuromonitoring services consist of the patient being connected to electrodes during surgery and spontaneous electrophysiologic signals are obtained and interpreted periodically or continuously throughout the course of the operation.	July 1, 2015	December 31, 2016
43887 - 14/15	PUBLIC HEALTH	\$1,500,000.00	The Contractor (s) will provide American Sign Language (ASL) Interpreters, oral interpreting, relay interpreting and deaf/blind (tactile) interpreting services for clients. The Contractor will be available 24 hours a day seven days a week. The Contractor(s) may also be required to provide two interpreters on call 24/7 via a pager / or mobile phone. Services are for any requesting unit of the Department of Public Health.	July 1, 2015	June 30, 2020

TOTAL AMOUNT \$85,050,000

8-3-15

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)

Home >

Posting For August 17, 2015**Proposed Modifications to Personal Services Contracts****Commission Hearing Date**

2015-08-17

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
40120 - 14/15 - MODIFICATIONS	August 17, 2015	AIRPORT COMMISSION -- AIR	\$500,000	\$1,000,000	Provide consultation services to prepare San Francisco International Airport (SFO) Information Technology and Telecommunications (ITT) division for certification in International Organization for Standardization (ISO) Standard 20000 Service Management, ISO Standard 22301 Business Continuity Management, and ISO Standard 27001 Information Security Management.	05/14/2018	10/01/2020	REGULAR
4085 12/13 - MODIFICATIONS	August 17, 2015	ADULT PROBATION -- ADP	\$0	\$335,000	A fully automated, web-based telephone reporting system based on interactive voice response (IVR) technology. The system will have the capacity of automating the reception and dissemination of information by APD officers and their clients. It will allow APD and its partners to modify clients' information and generate reports regarding clients' enrollment and compliance on programs required by the conditions of their supervision. The system will be accessible to APD clients, APD staff and its partners 365 days a year, 24 hours a day. Officers will have the ability to pre-record individual and group messages for clients.	06/30/2016	05/31/2018	REGULAR
4110 10/11 - MODIFICATIONS	August 17, 2015	CONTROLLER -- CON	\$1,500,000	\$2,245,000	Identify and correct sales and use tax allocation errors, identify businesses from which the City has not been receiving sales/use tax revenue, conduct local sales and use tax audits of State Board of Equalization records and provide legislative impact analyses, identify and correct improperly registered permits, develop and maintain a database of sales tax information for use by City employees, and provide as-needed tax revenue enhancement services.	05/20/2015	06/30/2016	REGULAR
4077 11/12 - MODIFICATIONS	August 17, 2015	ADULT PROBATION -- ADP	\$3,786,043	\$13,000,000	This proposed contract is to create and operate a one-stop Community Assessment and Services Center (CASC) to provide services to high risk high need individuals who are under the supervision of the Adult Probation Department. A variety of individualized and grouped services will be provided from dawn until dusk. The services will be both by appointment and on a drop-in basis to include but not be	02/06/2012	06/30/2017	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					limited to case management for individuals who have serious mental illness, substance abuse assessment/referrals, remedial and basic education and connection to opportunities for higher education, vocational assessment and employment training, assessment for government benefits, cognitive behavioral groups, parenting and family strengthening support/advice and housing referrals and assistance.			
4098-08/09 - MODIFICATIONS	August 17, 2015	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$75,000	\$474,925	Contractor will provide technical assistance with the procurement of a new Closed Circuit Television (CCTV) system to be installed in subway stations and other SFMTA facilities. The contractor will draft technical specifications for the system, as well as, generate associated technical documentation and program write-up. In addition, the contractor will assist with system design and installation specifications and act as the Project Manager during the installation of the system.	08/20/2015	06/30/2016	REGULAR
39548 - 13/14 - MODIFICATIONS	August 17, 2015	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$200,000	\$300,000	The consultant will provide creative support for the San Francisco Municipal Transportation Agency's (SFMTA) Communications division during peak periods. Will respond to design and multimedia demands using: infographic; dynamic signage; animated/film video production; preparation and design of format; page/screen layouts; in-house production videos; interactive illustrations; and interactive publishing.	08/18/2015	06/30/2017	REGULAR

TOTAL AMOUNT \$6,061,043

**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: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Fleet Week Coordination

Funding Source: General Fund PSC Duration: 2 years 13 weeks

PSC Amount: \$900,000 PSC Est. Start Date: 08/01/2015 PSC Est. End Date: 10/31/2017

1. **Description of Work**

A. Scope of Work:

This request is for Fleet Week coordination, which will include large-scale event production, facilitation and overall management of a multi-day set of events. The partnership with the San Francisco Fleet Week Association will sustain coordination with external private sector, non-profit and Federal Government partners, including members of the Department of Defense (U.S. Navy and Marines).

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

Without this approval of this request there will be no Fleet Week, a designated priority of Mayor Lee and the Department of Emergency Management. Fleet Week provides the opportunity to bring together civilian and military forces to develop and share best practices in humanitarian assistance and emergency disaster response.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This service was previously handled by department staff, in partnership with Fleet Week Association. However, this required significant staffing resources and pulled resources from other department projects, resulting in project delays.

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

2. **Union Notification:** On 06/05/2015, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Municipal Executive Association,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45087 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 Experience with large-scale event production, facilitation and management of a multi-day set of events, private sector, non-profit, government partners, U.S. Armed Forces (Navy, Marine Corps, and Coast Guard).

B. Which, if any, civil service class(es) normally perform(s) this work?
 0931,0933,8604,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Current department staff are working on Super Bowl Planning efforts and Urban Shield Exercises and cannot devote the necessary time towards the Fleet Week project. This project needs experienced personnel who have familiarity working with the many partners and stakeholders involved with Fleet Week.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
 No. There are already existing civil service classifications.

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? Training is not applicable for this project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
 ON 07/23/2015 BY:

Name: Tristan Levarado Phone: 415-353-5228 Email: tristan.levarado@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

Receipt of Union Notification(s)

Leung, Patrick (ECD)

From: dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org
Sent: Friday, June 05, 2015 5:08 PM
To: Lee, William (ECD); L21PSCReview@ifpte21.org; camaguey@sfmea.com; staff@sfmea.com; Leung, Patrick (ECD); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 45087 - 14/15

RECEIPT for Union Notification for PSC 45087 - 14/15 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 45087 - 14/15 for \$900,000 for Initial Request services for the period 08/01/2015 - 10/31/2017. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/5039> 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: ENVIRONMENT – ENV Dept. Code: ENV

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Energy Efficiency Consulting

Funding Source: PG&E Contract & Add. Grant Funds PSC Duration: 6 years 17 weeks
PSC Amount: \$50,000,000 PSC Est. Start Date: 03/01/2016 PSC Est. End Date: 06/30/2022

1. Description of Work

A. Scope of Work:

- * Provide implementation support for major elements of an on-going energy efficiency partnership program with PG&E and for other grant funded projects.
- * Provide the Department of the Environment with as-needed professional support for energy efficiency, renewables, and climate change activities, to include engineering, technical analysis, research, testing, certification, and policy development.
- . Approximately 70% of the SF Energy Watch funding is pass-through dollars paid as rebates to San Francisco residents and businesses for the energy upgrades made.

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

The contract is necessary:

- . to fulfill obligations of the energy efficiency partnership program with PG&E (\$6.6 million in CY 2015 alone);
- . to provide required 3rd party certification for greenhouse gas emissions inventory;
- . to be prepared to respond quickly to new funding opportunities;
- . to meet new obligations under additional funding sources.

See Addendum No. 2.

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

This service was previously provided under PSC #4012-09/10.

D. Will the contract(s) be renewed? No. See Addendum No. 3

2. Union Notification: On 06/22/2015, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48830 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Extensive knowledge of energy and climate issues, including:

- . specialized engineering and building analysis;
- . experience implementing energy efficiency and renewable programs;
- . administrative capacity for application processing and issuing of rebate payments;

See Addendum No. 2.

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

5638,5640,5642,1823,

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

The consultants may use testing equipment on buildings; modeling software for a variety of assessments; and customized databases for energy analysis.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Existing civil service positions do not include the technical specialties needed in required areas of expertise or have the appropriate credentials. Some of the work is very specialized and required only on an as-needed basis. City and County of San Francisco Risk Management holds the position that city employees should not perform work on private sector buildings, and contractor services also include home performance testing, verification of greenhouse gas emissions, and building energy modeling. See Addendum No. 2

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

Since the first funding award in 2001, the Department has added staff to do some of the work formerly performed by consultants, i.e., conducting energy audits and undertaking standard technical analysis. These programs currently support 12 full-time civil service positions (FTE's). See Addendum No. 2

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?
No (See Addendum No. 3) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

ON 07/22/2015 BY:

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

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

Receipt of Union Notification(s)

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of Rachel.Buerkle@sfgov.org

Sent: Monday, June 22, 2015 4:47 PM

To: Buerkle, Rachel (ENV); L21 PSCReview@ifpte21.org; Buerkle, Rachel (ENV); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Notice for new PCS over \$100K PSC # 48830 - 14/15

RECEIPT for Union Notification for PSC 48830 - 14/15 more than \$100k

The ENVIRONMENT – ENV has submitted a request for a Personal Services Contract (PSC) 48830 - 14/15 for \$50,000,000 for Initial Request services for the period 03/01/2016 – 06/30/2022. 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/5029> 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)

PSC # 48830-14/15

Department of the Environment
Energy Efficiency Consulting - Addendum

Explanation for Term greater than 5 years:

The energy efficiency programs are a major, on-going part of the Department's work to reduce energy use and greenhouse gas production. The contract is expected to run for approximately 5 years, and additional time has been requested to allow for contract processing. The funding sources include grants of differing lengths and a long-term (usually 3-year) contract. The work to be performed will bridge the start and stop of several funding agreements. In order to operate the programs without a break, we need to have contracts in force that can bridge the funding changeovers. Re-bidding contracts of this complexity in the middle of negotiating terms for in-coming funding would put a severe strain on staff resources. This time period is also important due to the critical role that the vendor plays in program administration. It is vital that the staff and the participating sub-contractors work with a vendor whose service is reliable and consistent. Frequent changes in this established program could cause severe program interruptions that would be difficult to overcome.

Energy Efficiency Consulting - Addendum No. 2

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

Not having available the services provided by the contractor would undermine the energy efficiency program, interfere with providing rebates to SF property owners who want to install energy efficiency upgrades, and hinder the City's ability to meet its declared goals for reducing green house gas emissions.

Q. 3A. Specify required skills and/or expertise:

- ability to indemnify the City against loss or damage due to contractors performing work on private properties.

As needed, short-term work includes Geographic Information System (GIS) mapping, detailed technical analysis of specific projects, 3rd party quality assurance, and certification work.

Q. 4 A. Explain why civil service classes are not applicable:

Most of the work requires 3rd party verification: local contractors perform the work, SFEnvironment staff inspects it, and the technical contractor provides the 3rd party verification. In addition, the contractor will perform some tasks which the City cannot easily do, such as issuing incentive checks and signing MOU's with installation contractors.

Q. 4B. Would it be practical to adopt a new civil service class to perform this work? Explain.

However, other work is either seen by the City as posing a risk or is intermittent and highly specialized so that it would not be realistic to adopt a new civil service class that could cover the many diverse areas of expertise.

PSC # 48830-14/15

Department of the Environment

Energy Efficiency Consulting - Addendum No. 3

Q. 1D. Will The contract be renewed?

No. Should continued sources of funding be available as current contracts approach termination dates, another Request for Proposal (RFP) will be issued and refined to address the Department's needs at that time.

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

No. The majority of the contractor services fall in the following categories:

- 3rd party verification which requires an outside entity.
- Specialized and intermittent work which would not support in-house staffing.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT Dept. Code: ENV

Type of Request: Initial Modification of an existing PSC (PSC # 4012 09/10)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Energy Efficiency Consulting

Funding Source: Contracts, ARRA and other grants

PSC Original Approved Amount: \$25,000,000

PSC Original Approved Duration: 07/01/09 - 07/01/14 (5 years 1 day)

PSC Mod#1 Amount: \$12,400,000

PSC Mod#1 Duration: 07/02/14-12/31/16 (2 years 26 weeks)

PSC Mod#2 Amount: _____

PSC Mod#2 Duration: _____

PSC Cumulative Amount Proposed: \$37,400,000

PSC Cumulative Duration Proposed: 7 years 26 weeks

1. Description of Work

A. Scope of Work:

i. Provide implementation support for major elements of a three year energy efficiency partnership program with Pacific Gas & Electric (PG&E) and for projects funded through the American Reinvestment and Recovery Act of 2009 (ARRA) Energy Block Grants (Federal stimulus funds) to San Francisco. ii. Provide the Department of the Environment with as-needed professional support for energy efficiency, renewables, and climate change activities to include engineering, technical analysis, research, testing, certification and policy development.

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

The contract is necessary to fulfill obligations of the 3-year energy efficiency partnership program with PG&E (\$6.7 million in 2009 alone); to provide required 3rd party certification for greenhouse gas emissions inventory; to be prepared to respond quickly to new funding opportunities; to meet new obligations under ARRA funding. Approximately 70% of the funding is pass through dollars paid as rebates to San Francisco residents and businesses who participate in the programs.

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. Prior PSC 4012-09/10.

D. Will the contract(s) be renewed? See Attached Document.

2. Union Notification: On 03/20/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4012 09/10

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/02/2014

July 2013

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
See Attached Document.

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:
Consultants may use testing equipment on buildings; modeling software for a variety of assessments; and customized databases for energy analysis.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:
See Attached Document.

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

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? ICF Resources; ARUP No. America; CH2MHill	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 03/20/14 BY:

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

Address: Dept. of Environment, 1455 Market St., # 12f San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA Dept. Code: MTA

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Automated Photo Enforcement Program

Funding Source: SFMTA Project & Operating Funds PSC Duration: 5 years 17 weeks
PSC Amount: \$8,000,000 PSC Est. Start Date: 02/01/2016 PSC Est. End Date: 05/31/2021

1. Description of Work

A. Scope of Work:

The San Francisco Municipal Transportation Agency (SFMTA) requires the services of a contractor to perform all duties pertaining to the SFMTA's automated photo enforcement system. Duties include, but are not limited to the following: maintain the system (hardware and software); issue and process citations for red light and illegal turn violations; provide court evidence packages; provide expert witness testimony pertaining to the system; train SF Police Department employees on the system's functions; provide regular reports on the system to the SFMTA; and provide a secure internet site for violators to obtain information on their violation.

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

These services are necessary to maintain automated enforcement of red light and illegal turn violations at all camera-enforced intersections in San Francisco. Denial of this service would limit the City's ability to cite red light and illegal turn violations and would likely result in an increase in traffic collisions and deaths (both drivers and pedestrians) attributable to driving violations.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. Similar services are being provided via PSC#4068-10/11.

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

2. **Union Notification:** On 05/15/2015, the Department notified the following employee organizations of this PSC/RFP request: SFPOA - Q2-Q50, SEIU 1021 Miscellaneous, Professional & Tech Engrs, Local 21, Electrical Workers, Local 6,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48177 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

These services require knowledge and expertise in all facets of maintaining hardware and software for a number of automated enforcement cameras installed throughout the City, and performing all duties required to issue citations and ensure that they are upheld in court through evidence and expert testimony.

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

9145,7432,5207,5241,5302,1823,1824,9508,8113,

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

Yes. The contractor maintains its own operations center providing project management, construction/field maintenance/repair coordination, business operations analysis and communications/network support.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Although the required duties could be performed by FTE percentages of the above-referenced classes, it would not be feasible to do so for the following reasons: 1) The duties to be performed do not call for a workforce of static full or part-time FTEs. Rather, they are provided intermittently and as needed by a portion of time of various FTE employees; and, (see attachment).

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

No. Classifications already exist, but do not possess the combined knowledge and expertise in the sophisticated automated photo enforcement system. Given that services are required only on an intermittent, as-needed basis, it would not be feasible to add these specialized services to any current classes.

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 05/15/2015 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 South Van Ness Avenue, 6th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Hamada, Cynthia

From: Hamada, Cynthia
Sent: Tuesday, May 19, 2015 9:13 AM
To: 'marty@sfpoa.org'
Cc: DHR-PSCCoordinator, DHR
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 48177 - 14/15
Attachments: PSC \$8M Automated Photo Enforcement Program-COMplete.pdf

SFPOA - Please note that the attached PSC has been forwarded to the Civil Service Commission for approval.

Cynthia Hamada
Senior Personnel Analyst
Employee and Labor Relations
San Francisco Municipal Transportation Agency
415.701.5381

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

From: Hamada, Cynthia
Sent: Friday, May 15, 2015 5:26 PM
To: DHR-PSCCoordinator, DHR; Lopez, Ricardo; Basconcillo, Katherine A; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; ablood@cirseiu.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; khughes@ibew6.org
Cc: Nhan, Leanne; Patel, Ashish; Helms, Mike
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 48177 - 14/15

DHR-PSC Coordinator: Please review and process.

Unions: For your information.

Cynthia Hamada
Senior Personnel Analyst
Employee and Labor Relations
San Francisco Municipal Transportation Agency
415.701.5381

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of cynthia.hamada@sfmta.com
Sent: Friday, May 15, 2015 5:22 PM
To: Hamada, Cynthia; Lopez, Ricardo; Basconcillo, Katherine A; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; ablood@cirseiu.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; khughes@ibew6.org; Hamada, Cynthia; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 48177 - 14/15

RECEIPT for Union Notification for PSC 48177 - 14/15 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48177 - 14/15 for \$8,000,000 for Initial Request services for the period 02/01/2016 -- 05/31/2021. Notification of

30
days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/4991> 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)

Explanation regarding Duration

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

This service duration is due to the fact that the contractor will be developing this enforcement program. It also takes into consideration the lengthy request for proposal process and the additional internal City and County of San Francisco approval processes.

3B.

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

These services could be provided by full-time employees (FTE) of the following classes on an as-needed basis: 9145 Traffic Signal Electrician; 7432 Electrical Line Helper; 5207 Associate Traffic Engineer; 5241 Engineer; 5302 Traffic Survey Tech; 1823 Senior Administrative Analyst; 1824 Principal Administrative Analyst; 9508 Principal Permit and Citation Clerk; and 8113 Court Clerk.

4A.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Although the required duties could be performed by FTE percentages of the above-referenced classes, it would not be feasible to do so for the following reasons: 1) The duties to be performed do not call for a workforce of static full or part-time FTEs. Rather, they are provided intermittently and as needed by a portion of time of various FTE employees; and, 2) The civil service classes do not possess the knowledge and expertise in specialized automated photo enforcement equipment and software, and related standards for providing expert witness testimony in court.

5B.

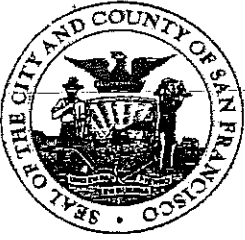
B. Will the contractor train City and County employees?

- Describe training and indicate approximate number of hours.

40 hours of classroom and online user training.

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

(2) Q-3 Police Officer and (2) Q-4 Police Officer.



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

4068-10/11
\$31 833,760
APW 3/7/11

E. DENNIS NORMANDY
PRESIDENT

March 10, 2011

DONALD A. CASPER
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

MORGAN R. GORRONO
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBER 4068-10/11.

MARY Y. JUNG
COMMISSIONER

At its meeting of March 7, 2011 the Civil Service Commission had for its consideration the above matter.

LISA SEITZ GRUWELL
COMMISSIONER

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

ANITA SANCHEZ
EXECUTIVE OFFICER

It was the decision of the Commission to adopt the report; approve the request for PSC #4068-10/11. Notify the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Parveen Boparai, Municipal Transportation Agency
- Micki Callahan, Human Resources Director
- Marie de Vera, Department of Human Resources
- Marie Ryan, Department of Human Resources
- Commission File
- Chron

POSTING FOR
2/7/2011

PROPOSED PERSONAL SERVICES CONTRACTS
Regular, Continuing, Annual

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Start Date - End Date
4063-10/11	27	Airport Commission	Regular	\$6,000,000	Airport Contract CT8970 CCTV Security System Enhancements is a Transportation Security Administration (TSA) Other Transactions Agreement (OTA) grant that will provide technical and management support for the integration of a video management system, an event management system, the addition of new IP based cameras and the integration of existing Air Train, perimeter and boarding area cameras. Integrator will implement and integrate these new software systems within the Airport's existing network structure. Integrator must be familiar with the Airport's existing software and hardware systems supporting aviation security requirements and be able to provide technical services after implementation and acceptance of new system if needed.	1/1/2011 - 12/31/2013
4064-10/11	81	Public Health	Regular	\$2,000,000	In response to SB1953, which required acute care hospitals to meet explicit seismic safety standards in order to remain functional after a major earthquake, San Francisco General Hospital is being rebuilt and is due to open in 2015. The new facility will have 9 floors, add 32 beds, and move 27 hospital departments and personnel, with many new operating systems. In order to fully prepare for this historic move, SFGH needs consultants to help devise a comprehensive transition and occupancy plan, including details on implementation of compliance with regulatory requirements and review of administrative and clinical and operational systems, a move-in schedule and budget, and recommendations on the details of staffing patterns and training needed, as well as IT functions.	4/1/2011 - 12/31/2019
4065-10/11	81	Public Health	Regular	\$11,272,800	Contractor will provide intermittent, as needed temporary, on-call professional technology technologies with on-call availability, 7 days per week. Registry personnel will be available on 24 hour notice to back up civil service employees during scheduled and unscheduled staff absences.	1/1/2011 - 6/30/2016
4066-10/11	75	Dept. of Technology	Regular	\$4,138,472	Contractor will provide services to monitor and administer Avaya telephone switches and telecom networks used by all City departments. These 24x7 services include: (1) Network fault management support; (2) Product management performance analysis; (3) PBX traffic and system analysis; (4) Network Administration, engineering and consultant support; (5) Network routing software design and administration support; (6) Network translation implementation, and (7) System management.	2/7/2011 - 6/30/2014
4067-10/11	04	District Attorney	Regular	\$700,793	This contract will fund the launch and implementation of the Re-entry Center, a transitional housing and re-entry program for ex-offenders returning from state and local custody. The program will be based upon Delaney Street's proven program model to provide ex-offenders with rehabilitative services in a supportive housing setting. Delaney Street will provide the facility for the program. Contract funds, which come from a federal grant earmarked for this program, will be used to pay for start up costs and for staffing to run the Re-entry Center's programs.	1/1/2011 - 3/31/2013
4068-10/11	35	Municipal Transportation Agency	Regular	\$3,833,760	The San Francisco Municipal Transportation Agency (SFMTA) requires the services of a contractor to perform all the duties pertaining to the SFMTA's red light camera enforcement system. Duties include but are not limited to the following: maintain the system (hardware and software); issue and process citations for red light violations; provide court evidence packages; provide expert witness testimony pertaining to the system; train SF Police Department employees on the system's functions; provide regular reports on the system to the SFMTA; and provide a secure internet site for violators to obtain information on their violation.	2/7/2011 - 2/6/2016

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 12/08/10

DEPARTMENT NAME: San Francisco Municipal Transportation Agency (SFMTA) DEPARTMENT NUMBER: 35 & 36

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

TYPE OF REQUEST: (X) INITIAL REQUEST () MODIFICATION (PSC#-)

TYPE OF SERVICE: Red Light Camera Enforcement Program

FUNDING SOURCE: SFMTA Project Funds

PSC AMOUNT: \$3,833,760.00

PSC DURATION: February 7, 2011 - February 6, 2016

1. DESCRIPTION OF WORK

A. Concise description of proposed work: The San Francisco Municipal Transportation Agency (SFMTA) requires the services of a contractor to perform all duties pertaining to the SFMTA's red light camera enforcement system. Duties include but are not limited to the following: maintain the system (hardware and software); issue and process citations for red light violations; provide court evidence packages; provide expert witness testimony pertaining to the system; train SF Police Department employees on the system's functions; provide regular reports on the system to the SFMTA; and provide a secure internet site for violators to obtain information on their violation.

B. Explain why this service is necessary and the consequences of denial: These services are necessary to maintain automated enforcement of red light violations at all camera-enforced intersections in San Francisco. Denial of this service would limit the City's ability to cite red light violations and would likely result in an increase in traffic collisions and deaths (both drivers and pedestrians) attributable to running red lights.

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 by a contractor since the inception of the program in 1996. The current contract with ACS State and Local Solutions was approved by the CSC through PSC #4047-05/06 on 11/21/05.

D. Will the contract(s) be renewed: These services will likely be renewed based on the continuation of the red light camera enforcement program.

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

Table with 3 columns: Union Name, Signature of person mailing / faxing form, Date. Rows include IFPTE Local 21, SEIU Local 1021, and IBEW Local 6, all signed by Parveen Boparai on 12-8-10.

RFP sent to Union Name on Date Signature

PSC# 4068-10/11

FOR DEPARTMENT OF HUMAN RESOURCES USE

SFMTA approved 12-8-10

STAFF ANALYSIS/RECOMMENDATION: CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. **Specify required skills and/or expertise:** These services require knowledge and expertise in all facets of maintaining hardware and software for a number of red light cameras installed throughout the City, and performing all duties required to issue citations and ensure that they are upheld in court through evidence and expert testimony.

B. **Which, if any, civil service class normally performs this work?** These services could be provided by fluctuating FTEs of the following classes on an as-needed basis: 9145 Traffic Signal Electrician; 7432 Electrical Line Helper; 5207 Associate Traffic Engineer; 5241 Engineer; 5302 Traffic Survey Tech; 1823 Senior Administrative Analyst; 1824 Principal Administrative Analyst; 9508 Principal Permit and Citation Clerk; and 8113 Court Clerk.

C. **Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:**
 Yes. The contractor maintains its own operations center located at 550 California Street in San Francisco providing project management, construction/field maintenance/repair coordination, business operations analysis, and communications/network support.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. **Explain why civil service classes are not applicable:** Although the required duties could be performed by fluctuating FTE percentages of the above referenced classes, it would not be feasible to do so for the following reasons: 1) The duties to be performed do not call for a workforce of static full or part-time FTEs. Rather, they are provided intermittently and as needed by a portion of time of various employee FTEs. 2) The civil service classes do not require knowledge and expertise in specialized red light camera equipment and software, and related standards for providing expert witness testimony in court.

B. **Would it be practical to adopt a new civil service class to perform this work? Explain.**
 No. The duties could be performed by the above classes, combined with the knowledge and expertise in the sophisticated red light enforcement system. Given that the services are required only on an intermittent as needed basis, it would not be feasible to add these specialized services to any current classes.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	()	(X)
B. Will the contractor train City and County employees? - Describe training and indicate approximate number of hours. <i>16 hours of training on the system's capabilities in support of whatever testimony they must provide in court.</i> - Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained. <i>15 SFPD Officers will receive training.</i>	(X)	()
C. Are there legal mandates requiring the use of contractual services?	()	(X)
D. Are there federal or state grant requirements regarding the use of contractual services?	()	(X)
E. Has a board or commission determined that contracting is the most effective way to provide this service? <i>The SF Board of Supervisors previously approved these services under Resolution #05-1767 on 12/06/05.</i>	(X)	()
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? <i>ACS State and Local Solutions</i>	(X)	()

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
 Print or Type Name

415-701-5377
 Telephone Number

San Francisco Municipal Transportation Agency

1 S. Van Ness Ave., 7th Floor, San Francisco, CA 94103
 Address

FILE NO. 051767

AS AMENDED IN COMMITTEE - 12/1/05
RESOLUTION NO.

82605

1 [Red Light Photo Enforcement Contract.]

2

3 Resolution approving the contract between the Department of Parking and Traffic and
4 ACS State and Local Solutions for administrative support services for the Red Light
5 Photo Enforcement Program for a term not to exceed five years and an amount not to
6 exceed ~~\$10,195,47.00~~ \$9,424,195.00.

7

8 WHEREAS, Collisions caused by red light running are among the most severe types of
9 crashes; and

10 WHEREAS, The Department of Parking and Traffic began the Red Light Photo
11 Enforcement Program in collaboration with the Police Department in 1996, to reduce the
12 number of collisions, property damage, physical injuries, and deaths caused by red light
13 running and has issued more than 60,000 citations for violations to date; and,

14 WHEREAS, Collision data shows that the number of injury related collisions decreased
15 ten percent City-wide and the total number of injuries decreased fifteen percent in the five
16 years after the program began; and,

17 WHEREAS, The current contract with PRWT Services, Inc. expires on December 15,
18 2005; and,

19 WHEREAS, On November 24, 2004, the Department of Parking and Traffic issued a
20 Request for Proposals for competitive bids for administrative support services for the City's
21 Red Light Photo Enforcement Program; and,

22 WHEREAS, The selection process determined that ACS State and Local Solutions
23 submitted the lowest responsive and responsible bid; and,

24 WHEREAS, The proposed contract is for a term not to exceed five years consisting of
25 an initial three-year period with two one-year options for renewal; and,

1 WHEREAS, The total contract amount is not to exceed ~~\$10,195,471.00~~\$9,424,195.00;

2 and,

3 WHEREAS, On October 18, 2005, the Municipal Transportation Agency's Board of
4 Directors adopted Resolution No. 05-162 which authorized the acting Director of
5 Transportation to execute the contract; and,

6 ~~WHEREAS, San Francisco Charter section 9.118 provides that the Board of~~
7 Supervisors must approve contracts with anticipated expenditures of ten million dollars or
8 more; now, therefore, be it

9 RESOLVED, That the San Francisco Board of Supervisors approves the contract
10 between the Department of Parking and Traffic and ACS State and Local Solutions for
11 administrative support services for the Red Light Photo Enforcement Program in an amount
12 not to exceed ~~\$10,195,471.00~~\$9,424,195.00, for a five-year period consisting of an initial
13 three-year period and two one-year options for renewal.

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City and County of San Francisco

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

Tails
Resolution

File Number: 051767

Date Passed:

Resolution approving the contract between the Department of Parking and Traffic and ACS State and Local Solutions for administrative support services for the Red Light Photo Enforcement Program for a term not to exceed five years and an amount not to exceed \$10,195,471.00.

December 6, 2005 Board of Supervisors — ADOPTED

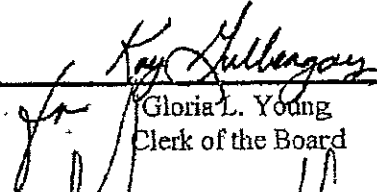
Ayes: 11 - Ahoto-Pier, Amuniano, Daly, Duffy, Elsbernd, Ima, Maxwell,
McGoldrick, Mirkarimi, Peskin, Sandoval

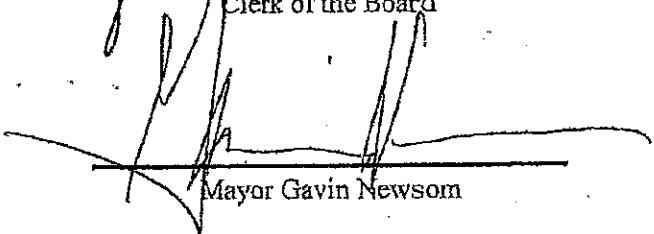
File No. 051767

I hereby certify that the foregoing Resolution was ADOPTED on December 6, 2005 by the Board of Supervisors of the City and County of San Francisco.

12.9.05

Date Approved


Gloria L. Young
Clerk of the Board


Mayor Gavin Newsom

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY – MTA Dept. Code: MTA

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

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

Type of Service: Facility Condition Assessment and Space Planning

Funding Source: Operating Budget PSC Duration: 2 years 19 weeks
PSC Amount: \$1,750,000 PSC Est. Start Date: 08/18/2015 PSC Est. End Date: 12/31/2017

1. Description of Work

A. Scope of Work:

The consultant will develop a facilities condition assessment and space plan for San Francisco Municipal Transportation Agency's (SFMTA) real estate assets. The Facility Condition Assessment work products will include an independent, prioritized review of deficiencies, estimates of repair options, and data that can be integrated easily into the Agency's Assessment Management System. The SFMTA must re-evaluate its existing uses of space to maximize existing office and storage space for existing staff and planned staff growth due to the recent passage of the Proposition A Transportation and Road Improvement Bond, increases in Muni Transit Service, and the growth of the Muni Transit Fleet. In-house staffing resources at the SFMTA and Department of Public Works (DPW) will work together to review the consultant work products and participate in the oversight of the consultant team.

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

The SFMTA is in need of this service now to determine what improvements should be planned for its facilities within the next 12-months. The SFMTA is running out of existing office spaces at its 1 South Van Ness location, and would prefer to utilize and maximize existing owned spaces, rather than pursue additional real estate purchases or enter into additional leases. Denial could result in continued degradation of the SFMTA facility assets and unneeded expenditures for office and other storage spaces due to unplanned and inefficient use of current facilities.

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 08/19/2015, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48406 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Must possess five (5) years of documentable experience as follows: Determining existing conditions of facilities by conducting on-site inspections and audits; investigating and recommending facility components; recommending and prioritizing corrective and replacement measures, and providing comparisons and evaluations among ranges of possible actions; assessing space to determine the most favorable balance between shared work areas, private work stations, and private offices; providing a comprehensive list of deficiencies with solutions; (see attached).

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

9151,4140,5218,5212,5268,

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:

The specific requirements for the specialized area of facility condition assessment and space planning (including facility component cost estimating) expertise is not possessed by civil service classifications. As stated in item 1.A., in-house staffing resources at the SFMTA and DPW will work together to review the consultant work products and participate in the oversight of the consulting team during this short-term, urgent project.

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

Civil service classes already exist. This project requires experience in the specializations related to facilities assessment and space planning and will utilize a variety of experts on a short-term basis, as the need arises to compile the assessment data, recommendations, and report.

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?
No training is included with this service. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

ON 06/19/2015 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 S. Van Ness Avenue, 6th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Hamada, Cynthia

From: dhr-psccordinator@sfgov.org on behalf of cynthia.hamada@sfrmta.com
Sent: Friday, June 19, 2015 2:59 PM
To: Hamada, Cynthia; richardisen@gmail.com; L21PSCReview@ifpte21.org; Hamada, Cynthia; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 48406 - 14/15

RECEIPT for Union Notification for PSC 48406 - 14/15 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48406 - 14/15 for \$1,750,000 for Initial Request services for the period 08/18/2015 – 12/31/2017. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/5313> 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

3A

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Must possess five (5) years of documentable experience as follows: Determining existing conditions of facilities by conducting on-site inspections and audits; investigating and recommending facility components; recommending and prioritizing corrective and replacement measures, and providing comparisons and evaluations among ranges of possible actions; assessing space to determine the most favorable balance between shared work areas, private work stations, and private offices; providing a comprehensive list of deficiencies with solutions; providing workable datasets of the surveyed maintenance in a format that can be integrated into the SFMTA's Asset Management System; and providing designs and drawings, specifications and space plans including cost estimates. Must devote full resources immediately.

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: Integrated Resource Plan Development and Support Services (PRO.0018)

Funding Source: Hetch Hetchy Operating Funds PSC Duration: 4 years 51 weeks
PSC Amount: \$5,000,000 PSC Est. Start Date: 09/07/2015 PSC Est. End Date: 09/01/2020

1. Description of Work

A. Scope of Work:

The San Francisco Public Utilities Commission (SFPUC), Power Enterprise, seeks a professional services consultant to assist with the development of a 2016 Integrated Resource Plan (IRP), as well as assist in the design and implementation of ongoing IRP review and updating procedures and processes. We expect this effort to lead to the creation of a robust and flexible Integrated Resource Plan looking 30 years with a 5-year setup and execution plan and 10-year benchmarks. Consulting services involve: development of load forecast for the IRP study period; consideration of the impacts of present/future energy efficiency and demand side management programs; assessment and modeling of current and potential power supply resources, all in the context of forward energy and capacity price forecasts. Planning considerations would include regional transmission constraints/rights, California Independent System Operator (CAISO) mandated resource adequacy and local capacity requirements, current/probable future renewable portfolio standards, greenhouse gas (GHG) regulations, San Francisco climate and energy goals, relevant regulatory initiatives and requirements, and Power's business objectives and policy criteria.

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

As a power provider, the SFPUC is mandated by the California Independent System Operator (CAISO) to maintain resource adequacy and local capacity requirements. Development of an IRP is necessary for the SFPUC to adequately plan ahead and respond to the regulatory, business and operational changes, and to meet State of California obligations. The consequences of denial would mean that the SFPUC would be in violation of these mandates and state requirements.

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. SFPUC is developing an Integrated Resource Plan to meet good utility practice standards and the NERC reporting requirements.

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

2. Union Notification: On 06/19/2015, 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,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42251 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The required skills and expertise are: extensive experience with resource planning and economic evaluation for a wide range of electricity markets; evaluation and analysis of wholesale power markets; assessing risks associated with different generation technologies and energy conservation alternatives.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Existing staff does not have the capacity and experience with preparing an Integrated Resource Plan. These services go beyond regular duties of civil service classes, and must have the specialized expertise to engage in advanced analysis, modeling and updating of power procedures and processes.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
Possibly, but yet to be determined.

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? Approximately 200 hours of training over six (6) months to Utility Specialists	<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 07/06/2015 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

From: dhr-psccordinator@sfgov.org on behalf of SLo@sfwater.org
Sent: Friday, June 19, 2015 3:17 PM
To: Lo, Stacey; richardisen@gmail.com; L21PSCReview@ifpte21.org; Lo, Stacey; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 42251 - 14/15

RECEIPT for Union Notification for PSC 42251 - 14/15 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42251 - 14/15 for \$5,000,000 for Initial Request services for the period 09/07/2015 – 09/06/2020. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/5055> 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)

Supplemental Attachment A:

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

The contractor will provide SFPUC staff (including management and three (3) to five (5) utility specialists) with training to identify potential power resources and impacts on transmission and distribution systems. Contractor will provide on-going support and training in developing forecasts and identifying strategies.

The contractor will provide approximately 200 hours of training over a six (6) month period. The contractor will provide on-going support throughout the term of the agreement.

 California ISO Shaping a Renewed Future	Operating Procedure	Procedure No.	4110A
		Version No.	2.1
		Effective Date	7/16/14
DOE, NERC and WECC Significant Event Reporting Requirements (Formerly N-703A)		Distribution Restriction: None	

Purpose

Provides guidelines to summarize and clarify the assignments for reporting significant events to the Department of Energy (DOE), the North American Electric Reliability Corporation (NERC), and the Western Electricity Coordinating Council (WECC).

Background

DOE, WECC and NERC require certain mandatory reports for electric emergency incidents and disturbances in the United States.

DOE requires that the Electric Utility that operates a Balancing Area and/or Reliability Coordinators and other Electric Utilities report incidents using DOE Form OE-417, "Electric Emergency Incident and Disturbance Report".

NERC Standard EOP-004-2, "Event Reporting", requires that Reliability Coordinators, Balancing Authorities, Transmission Operators, Transmission Owners, Generator Operators, Generator Owners and Distribution Providers shall file the required reports to NERC and other organizations such as WECC, the Reliability Coordinator, law enforcement, or governmental authority. Reporting requirements are met by filing a DOE OE-417 report or the NERC Event Reporting Form


The included table lists the reportable events; corresponding to each type of event is the organization that should report the incident, additional guidance, and clarification of responsibilities.

General Principles

In general, the organization that operates an asset should report operational incidents; whereas the organization that owns the asset should report physical damage (e.g. the CAISO is probably best suited to report transmission events, especially those across multiple service territories, whereas utilities are best suited to report damage or destruction of transmission equipment, etc.).

To the extent that time allows, collaborate, especially when multiple organizations have critical data and information about an incident.

Err on the side of over-reporting. The DOE does allow submittals by several organizations for a single incident.

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Reporting Responsibility

<p>NERC will accept the DOE <u>OE-417</u> form in lieu of the NERC Event Reporting form if the entity is required to submit an <u>OE-417</u> report. If an <u>OE-417</u> report is filed, WECC and NERC must receive a copy of the reports at the time of filing. Reports should be submitted to NERC via one of the following: e-mail: systemawareness@nerc.net, Facsimile 404-446-9770 or Voice: 404-446-9780.</p>
<p>In general, the reporting responsibility belongs to the organization identified herein. Where multiple organizations have pertinent data or information, or where responsibility is unclear, managers from the respective organizations shall contact one another to reach agreement on who submits.</p>
<p>When an entity other than the CAISO reports, CC a copy to the WECC Disturbance Reports (disturbancereports@wecc.biz) and the CAISO Emergency Response Coordinator (mailto:erc@caiso.com).</p>
<p>As the Balancing Authority, the CAISO Shift Supervisor must be notified of all events that may meet the reporting criteria listed on the following tables.</p>
<p>After evaluating each event, the CAISO may determine a report is necessary and file one even if the responsible reporting entity decides not to file a report.</p>
<p>Under certain adverse conditions (e.g. severe weather, multiple events) it may not be possible to report the damage caused by an event and issue a written Event Report within the timing in the NERC EOP-004-2 standard. In such cases, the affected entity shall notify the parties that require notification and provide as much information as is available at the time of the notification. Submit reports to NERC via one of the following: e-mail: systemawareness@nerc.net, Facsimile 404-446-9770 or Voice: 404-446-9780.</p>

Events that Require DOE OE-417 Report

DOE OE-417 Incident (per current OE-417 form)	Reporting Responsibility	Notes
<p><i>Note: Boxes 1 – 8 below, if any of these scenarios apply the DOE OE-417 form must be filed within 1 hour of the incident</i></p>		
<p>1) “Physical attack that causes major interruptions or impacts to critical infrastructure facilities or to operations”</p>	<p> <input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP </p>	<p>Reported by organization physically attacked. For attacks impacting multiple organizations, each attacked/infected system owner shall submit report.</p>




DOE, NERC and WECC Significant Event Reporting Requirements
(Formerly N-703A)

Distribution Restriction:
None

2) "Cyber event that causes interruptions of electrical system operations"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input checked="" type="checkbox"/> SC/GO/GOP	Reported by attacked/infected systems owner. For attacks impacting multiple organizations, each attacked/infected system owner shall submit report.
3) "Complete operational failure or shut-down of the transmission and/or distribution electrical system"	<input checked="" type="checkbox"/> CAISO <input type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	CAISO will report Transmission Failure/Shutdown in collaboration with Transmission Operator. Any Distribution Failure/ Shutdown reported by UDC/MSS.
4) "Electrical System Separation (Islanding) where part or parts of a power grid remain(s) operational in an otherwise blacked out area or within the partial failure of an integrated electrical system"	<input checked="" type="checkbox"/> CAISO <input type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	CAISO will report for Balancing Area event. UDC/MSS will report for local events in their service territories.
5) "Uncontrolled loss of 300 MW or more of firm system loads for more than 15 minutes from a single incident"	<input type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Reported by the organization that experiences the loss of firm load.
6) "Load shedding of 100 MW or more implemented under emergency operational policy"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	CAISO reports if CAISO initiates manual load shedding, UDC/PTO/MSS reports if they initiate load shedding.
7) "System-wide voltage reductions of 3 percent or more"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	(Interpreted to suggest a purposeful reduction for managing loads rather than low voltage <i>caused</i> by high loads.) CAISO reports if CAISO initiates reduction, UDC/PTO/MSS reports if they initiate reduction.
8) "Public appeal to reduce the use of electricity for purposes of maintaining the continuity of the electric power system"	<input checked="" type="checkbox"/> CAISO <input type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	CAISO reports if CAISO issues appeal, UDC reports if UDC issues appeal or MSS reports if MSS initiates. Separate reports shall be made from each if multiple appeals are made.

Note: Boxes 9-12 below, if any of these scenarios apply AND none of the above 1-8 scenarios apply, then the DOE OE-417 form must be filed within 6 hours of the incident.

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9) "Physical attack that could potentially impact electric power system adequacy or reliability; or vandalism which targets components of any security systems"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Reported by organization physically attacked. For attacks impacting multiple organizations, each attacked/infected system owner shall submit report.
10) "Cyber event that could potentially impact electric power system adequacy or reliability"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input checked="" type="checkbox"/> SC/GO/GOP	Reported by attacked/infected systems owner. For attacks impacting multiple organizations, each attacked/infected system owner shall submit report.
11) "Loss of electric service to more than 50,000 customers for 1 hour or more"	<input type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Reported by the organization that experiences interruption to customers.
12) "Fuel supply emergencies that could impact electric power system adequacy or reliability"	<input checked="" type="checkbox"/> CAISO <input type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input checked="" type="checkbox"/> SC/GO/GOP	CAISO would also report if fuel supply emergency affected bulk electric system supply and was known to the CAISO.

Events that Require NERC Event Report

NERC Reportable Events (per Attachment 1-EOP-004-2)	Reporting Responsibility	Threshold for Reporting	Notes
<p><u>Section A: Events with Overlapping DOE Reporting Requirements</u></p> <p><i>This section of the table lists events that have similarities in incident type and thresholds required by the DOE OE-417 report. If a DOE OE-417 report is submitted to the DOE for these events, a NERC Event form does not need to be completed. NERC will accept the DOE OE-417 form in lieu of the NERC Event Reporting form if the entity is required to submit an OE-417 report.</i></p>			
1) "Damage or destruction of a Facility". <i>Note: This event may be reportable under criteria 1 or 9 of the OE-417 report</i>	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Damage or destruction of a Facility within its entity's area that results in actions to avoid a BES Emergency.	Collaboration between CAISO and the PTO may be necessary in order to assess actions taken to avoid a BES Emergency.



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Distribution Restriction:
None

<p>2) "Damage or destruction of a Facility".</p> <p><i>Note: This event may be reportable under criteria 1 or 9 of the OE-417 report</i></p>	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input checked="" type="checkbox"/> SC/GO/GOP	<p>Damage or destruction of its Facility <i>that results from actual or suspected intentional human action.</i></p>	<p>The entity that owns/operates the Facility is responsible for reporting unless the event impacts multiple entities within the CAISO control area.</p>
<p>3) "BES Emergency requiring public appeal for load reduction".</p> <p><i>Note: This event may be reportable under criteria 8 of the OE-417 report</i></p>	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	<p>Public appeal for load reduction event.</p>	<p>Initiating entity is responsible for reporting.</p>
<p>4) "BES Emergency requiring system-wide voltage reduction".</p> <p><i>Note: This event may be reportable under criteria 7 of the OE-417 report</i></p>	<input type="checkbox"/> CAISO <input type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	<p>System wide voltage reduction of 3% or more.</p>	<p>Not applicable. Voltage reduction is not used in the CAISO control area as a means for mitigating BES Emergencies.</p>
<p>5) "BES Emergency requiring manual firm load shedding".</p> <p><i>Note: This event may be reportable under criteria 6 of the OE-417 report</i></p>	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	<p>Manual firm load shedding \geq 100 MW.</p>	<p>Initiating entity is responsible for reporting.</p>
<p>6) "BES Emergency resulting in automatic firm load shedding".</p> <p><i>Note: This event may be reportable under criteria 6 of the OE-417 report</i></p>	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	<p>Automatic firm load shedding \geq 100 MW (via automatic undervoltage or underfrequency load shedding schemes, or SPS/RAS).</p>	<p>The entity in whose area the automatic firm load shedding occurred is responsible for reporting unless the event impacts multiple entities within the CAISO control area.</p>



DOE, NERC and WECC Significant Event Reporting Requirements
(Formerly N-703A)

Distribution Restriction:
None

<p>7) "Loss of firm load".</p> <p><i>Note: This event may be reportable under criteria 5 of the OE-417 report</i></p>	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	<p>Loss of firm load for \geq 15 Minutes: \geq 300 MW for entities with previous year's demand \geq 3,000 OR \geq 200 MW for all other entities</p>	<p>The entity in whose area the loss of firm load occurred is responsible for reporting unless the event impacts multiple entities within the CAISO control area.</p>
<p>8) "System separation (islanding)".</p> <p><i>Note: This event may be reportable under criteria 4 of the OE-417 report</i></p>	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	<p>Each separation resulting in an island \geq 100 MW</p>	<p>The PTO in whose area the islanding occurred is responsible for reporting unless the event impacts multiple entities within the CAISO control area.</p>
<p><u>Section B: Event with Exclusive NERC Reporting Requirements</u></p> <p><i>This section of the table lists events that are exclusive to the NERC Event Reporting form. If a DOE OE-417 report is not submitted for these events, the NERC Event Report must be completed and submitted within 24 hours of recognition of meeting an event type threshold for reporting or by the end of the next business day if the event occurs on a weekend (which is recognized to be 4 PM local time on Friday to 8 AM Monday local time).</i></p>			
<p>9) "Physical threats to a Facility"</p>	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> UDC <input checked="" type="checkbox"/> MSS <input checked="" type="checkbox"/> SC/GO/GOP	<p>Physical threat to its Facility excluding weather or natural disaster related threats, which has the potential to degrade the normal operation of the Facility. OR Suspicious device or activity at a Facility. Do not report theft unless it degrades normal operation of a Facility.</p>	<p>The entity that owns/operates the Facility is responsible for reporting unless the threat impacts multiple entities within the CAISO control area.</p>



DOE, NERC and WECC Significant Event Reporting Requirements
(Formerly N-703A)

Distribution Restriction:
None

10) "IROL Violation (all Interconnections) or SOL Violation for Major WECC Transfer Paths (WECC only)	<input type="checkbox"/> CAISO <input type="checkbox"/> PTO <input type="checkbox"/> UDC <input checked="" type="checkbox"/> RC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Operate outside the IROL for time greater than IROL T _v (all Interconnections) or Operate outside the SOL for more than 30 minutes for Major WECC Transfer Paths (WECC only).	The RC is responsible for reporting.
11) "Physical threats to a BES control center"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Physical threat to its BES control center, excluding weather or natural disaster related threats, which has the potential to degrade the normal operation of the control center. OR Suspicious device or activity at a BES control center.	The entity that owns/operates the BES control center is responsible for reporting unless the threat impacts multiple entities within the CAISO control area.
12) "Voltage deviation on a Facility"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Observed within its area a voltage deviation of ± 10% of nominal voltage sustained for ≥ 15 continuous minutes.	The entity that owns/operates the Facility is responsible for reporting unless the event impacts multiple entities within the CAISO control area.
13) "Generation loss"	<input checked="" type="checkbox"/> CAISO <input type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Total generation loss, within one minute, of : ≥ 2,000 MW for entities in the Eastern or Western Interconnection	The CAISO is responsible for reporting.
14) "Complete loss of off-site power to a nuclear generating plant (grid supply)"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Complete loss of off-site power affecting a nuclear generating station per the Nuclear Plant Interface Requirement	The PTO is primarily responsible, but the CAISO may report depending on the nature of the event that causes the loss of off-site power.




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Distribution Restriction:
None

15) "Transmission loss"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Unexpected loss within its area, contrary to design, of three or more BES Elements caused by a common disturbance (excluding successful automatic reclosing).	The PTO in whose area the transmission loss occurred is responsible for reporting unless the event impacts multiple entities within the CAISO control area.
16) "Unplanned BES control center evacuation"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Unplanned evacuation from BES control center facility for 30 continuous minutes or more.	The entity that owns/operates the BES control center is responsible for reporting
17) "Complete loss of voice communication capability"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Complete loss of voice communication capability affecting a BES control center for 30 continuous minutes or more.	The entity that owns/operates the BES control center is responsible for reporting
18) "Complete loss of monitoring capability"	<input checked="" type="checkbox"/> CAISO <input checked="" type="checkbox"/> PTO <input type="checkbox"/> UDC <input type="checkbox"/> MSS <input type="checkbox"/> SC/GO/GOP	Complete loss of monitoring capability affecting a BES control center for 30 continuous minutes or more such that analysis capability (i.e., State Estimator or Contingency Analysis) is rendered inoperable.	The entity that owns/operates the BES control center is responsible for reporting


	Operating Procedure	Procedure No.	4110A
		Version No.	2.1
		Effective Date	7/16/14
DOE, NERC and WECC Significant Event Reporting Requirements (Formerly N-703A)		Distribution Restriction: None	

Definitions

CAISO	California Independent System Operator – CAISO is the Balancing Authority with Reporting Responsibilities under EOP-004-2
Electric Utility	As defined by the DOE, a corporation, person, agency, authority, or other legal entity or instrumentality aligned with distribution facilities for delivery of electric energy for use primarily by the public. Included are investor-owned electric utilities, municipal and State utilities, Federal electric utilities, and rural electric cooperatives. A few entities that are tariff based and corporately aligned with companies that own distribution facilities are also included
PTO	Participating Transmission Owner
UDC	Utility Distribution Company
MSS	Metered Subsystem (Operator)
RC	Reliability Coordinator
SC	Scheduling Coordinator

Version History

Version	Change	By	Date
1.1	Background section added links to forms OE-417 incidents – updated order and language to be consistent with the updated form implemented July 2012 NERC Disturbance Reporting – minor language updates to be consistent with Attachment 1-EOP-004. Added Technical Review and Director Approval Sections		05/29/13
1.2	Minor change – changed WECC email address for disturbance reports		8/7/13

 California ISO Shaping a Renewed Future	Operating Procedure	Procedure No.	4110A
		Version No.	2.1
		Effective Date	7/16/14
DOE, NERC and WECC Significant Event Reporting Requirements (Formerly N-703A)		Distribution Restriction: None	

2.0	Complete rewrite of the Section "Events that Require NERC Event Report" per NERC-EOP-004-2 effective January 1, 2014. Clarifications made to "Background" and "Reporting Responsibility" sections.		1/1/14
2.1	Added the 18 th type of event "IROL Violations (all Interconnections) or SOL Violation for Major WECC Transfer Paths (WECC only). Added new definition		7/16/14

Technical Review

Approved By	Signature	Date
Operating Procedures		7/9/14
Real-Time Operations		7/9/14
Market Services Quality and Controls		12/20/13

* Signed previous version only, changes to this version were minor and did not require full signature approval

Director Approval

Approved By	Signature	Date
Director, Real Time Operations		12/23/13
Director, Market Services		
Director, System Operations		12/23/13

* Signed previous version only, changes to this version were minor and did not require full signature approval

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY - TIS Dept. Code: TIS

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Cisco Systems Consulting and Training Services

Funding Source: Departments to determine PSC Duration: 5 years
PSC Amount: \$12,500,000 PSC Est. Start Date: 11/01/2015 PSC Est. End Date: 10/30/2020

1. Description of Work

A. Scope of Work:

Vendor will provide Cisco Professional Services Consulting and Training to assist City Staff with Network Infrastructure Maintenance and project assistance involving Cisco Hardware and Software. These services are needed to augment Cisco Smartnet Maintenance services to maintain and improve network efficiency throughout the City. These services are being requested by the Department of Technology on behalf of all City Departments as part of a Citywide Enterprise Agreement for Cisco Services. Services will be used on an as-needed basis by Departments for their various Network Infrastructure Projects.

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

These services are necessary for augmenting Cisco Smartnet maintenance to maintain and improve the Network Infrastructure throughout the City. As City Departments update and purchase new Cisco Hardware for Network Infrastructure they will need Cisco Professional Services and Training for their staff to implement network hardware. If this request is denied, City Staff will be unable to perform critical Network Infrastructure projects that keep the Network up and running.

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 previously been done on a contract by contract basis through Technology Marketplace Vendors and notifications are sent to Local 21. The Department of Technology is working on creating a Citywide Cisco Enterprise Agreement for Services and will consolidate these efforts into one Contract.

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

2. Union Notification: On 06/23/2015, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43831 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 Knowledge and experience maintaining, implementing and training staff on Cisco Hardware and Software. Cisco Certified Internetwork Expert Certification in one or more of the following areas (Depending on the project): See Skills and Expertise Attachment for rest

B. Which, if any, civil service class(es) normally perform(s) this work?
 1043,1044,1042,1032,1033,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 Yes, Contractor may provide offsite or onsite Networking Labs for testing and training City Staff on Network Infrastructure and familiarizing City Engineers with new Cisco Software and Hardware.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:
 City Staff do not have the required Certifications or can provide the necessary maintenance on proprietary Cisco Products

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
 No, services are needed on a project basis.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? Training will be on an as needed basis for classes 1042, 1043, 1044.	<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 07/21/2015 BY:

Name: Jolie Gines Phone: 415 581 3974 Email: jolie.gines@sfgov.org

Address: 1 South Van Ness Ave, 2nd Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
Sent: Tuesday, June 23, 2015 8:39 AM
To: Gines, Jolie; richardisen@gmail.com; L21PSCReview@ifpte21.org; Renteria, Jason (TIS); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43831 - 14/15

RECEIPT for Union Notification for PSC 43831 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 43831 - 14/15 for \$12,500,000 for Initial Request services for the period 11/01/2015 – 10/30/2020. 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/dhrdrupal/node/4962> 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)

The Request is for 5 years because the Professional Services will be part of the City's Cisco Smartnet Maintenance Services contract which is offered only in fixed lengths of 3 or 5 years. The City will be pursuing the 5 year fixed length contract in order to get the best value of Smartnet Maintenance Services.

Skills and Expertise Attachment

Routing and Switching, Security, Service Provider, Service Provider Operations, Voice/Collaboration, Wireless, Data Center. Cisco Certified Network Professional Certification in one or more of the following areas (Depending on Project): Routing and Switching, Design Professional, Voice/Collaboration, Data Center, Security, Service Provider, Wireless. Cisco Certified Architect certification. Experience with implementing large and small scale Cisco Network Infrastructure.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS Dept. Code: TIS

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: VMware Professional Services

Funding Source: Miscellaneous Department Funds PSC Duration: 3 years 8 weeks
PSC Amount: \$4,500,000 PSC Est. Start Date: 09/01/2015 PSC Est. End Date: 10/31/2018

1. Description of Work

A. Scope of Work:

VMware Technical Account Managers and Engineers will assist City Staff in implementing VMware Server Virtualization products and work with City Staff to maximize the efficiency and utilization of VMware Products. These services require technical expertise and knowledge of proprietary VMware products that City Staff do not have. Engineering services may be utilized on a project basis, Technical Account Managers are assigned to specific Departments to work with City Engineers. Department of Technology is submitting this Request for Citywide Services as part of the Enterprise License Agreement which is available for use by all City Departments.

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

These services are necessary to support various server virtualization projects throughout the City. If denied, these critical information technology infrastructure projects will be jeopardized.

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.
Service has been provided in the past by VMware staff

D. Will the contract(s) be renewed? Yes, the City will continue to use VMware Products

2. Union Notification: On 06/23/2015, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46518 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
 Knowledge of proprietary VMware Products and Implementation. Experience managing VMware Server Virtualization Implementations and training Engineers on various VMware products. Knowledge of server virtualization, programming VMware products, and business process analysis. Experience improving various business processes related to server management and virtualization.
- B. Which, if any, civil service class(es) normally perform(s) this work?
 1043, 1044,
- 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:
 Requires proprietary technical knowledge and access to VMware products that City Staff do not have
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
 No, requires proprietary technical knowledge of VMware products and additional engineering support is required on a project basis.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? Training is as-needed. Will train 1042, 1043, 1044s	<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 checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 07/21/2015 BY:

Name: Jolie Gines Phone: 415 581 3974 Email: jolie.gines@sfgov.org

Address: 1 South Van Ness Ave, 2nd Floor San Francisco, CA 94103

Receipt of Union Notification(s)

From: Kim Carter Martinez
To: DHR-PSCCoordinator, DHR (HRD)
Cc: Richard Isen; Goldberg, William (TIS); Gines, Jolie
Subject: 30 Day Waiver
Date: Tuesday, July 21, 2015 1:53:07 PM

The Union has had the opportunity to discuss PSC 46518-14/15 with the Department. We are waiving the 30 day review period. Please confirm receipt in a reply all email. Thanks.

Kim Carter Martinez
IFPTE Local 21
1182 Market Street, Suite 425
San Francisco, CA 94102
P: 415-864-2100 F: 415-864-2166
E: kcarter@ifpte21.org

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
To: Gines, Jolie; L21PSCReview@ffpre21.org; [\(HRD\)](mailto:Renteria, Jason (TIS); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 46518 - 14/15
Date: Tuesday, June 23, 2015 8:42:00 AM

RECEIPT for Union Notification for PSC 46518 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 46518 - 14/15 for \$4,500,000 for Initial Request services for the period 09/01/2015 – 10/31/2018. 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/5335> 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)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS Dept. Code: TIS

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: VMWare/AirWatch Professional Services

Funding Source: General Funds and Enterprise PSC Duration: 1 year 5 weeks
PSC Amount: \$100,000 PSC Est. Start Date: 04/06/2015 PSC Est. End Date: 05/16/2016

1. **Description of Work**

A. Scope of Work:

Training and Implementation Services for installing and integrating the proprietary AirWatch Mobile Device Management platform for City Departments as part of the VMware Enterprise License Agreement. Implementation Engineers will assist and train City and County of San Francisco Staff in using the Airwatch Mobile Device Management platform and assist with rolling out the product among various departments. Department of Technology is submitting this Request for Citywide Services as part of the Enterprise License Agreement which is available for use by all City Departments. These services require knowledge and expertise of the proprietary AirWatch product that City Staff do not have.

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

Service is necessary for the installation, implementation and usage/management of the proprietary Airwatch Mobile Device Management Platform, a software product that will be used to manage City and County of San Francisco Mobile Devices. These services require knowledge and expertise of the proprietary AirWatch product that City Staff do not have. If this request is denied, City staff will not be able to implement and roll out product to various Departments under VMware Enterprise License Agreement.

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.
Not provided in the past

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

2. **Union Notification:** On 04/01/2015, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 39065 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/13/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 Knowledge of the Airwatch Platform, a proprietary software product. Prior Experience with implementing complex Mobile Device Management Software Products. Knowledge of policies and principles of Mobile Device Management. Experience with Training staff on Airwatch Product and principles of Mobile Device Management.

B. Which, if any, civil service class(es) normally perform(s) this work?
 1043,1033,

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:

This is a specific, proprietary software product that City staff do not have sufficient expertise with. These services require knowledge and expertise of the proprietary AirWatch product that City Staff do not have.

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

No, this is temporary work for implementing a new, specific proprietary product that City staff do not have the expertise with.

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?
 Contractor shall train City Employees on Implementing and Managing the p 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 04/10/2015 BY:

Name: Jolie Gines Phone: 415 581 3974 Email: jolie.gines@sfgov.org

Address: 1 South Van Ness Ave 2nd Floor San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH – DPH Dept. Code: DPH

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Neuromonitoring Services for patients at San Francisco General Hospital

Funding Source: General Fund, Medicare, Medi-Cal PSC Duration: 1 year 26 weeks
PSC Amount: \$900,000 PSC Est. Start Date: 07/01/2015 PSC Est. End Date: 12/31/2016

1. Description of Work

A. Scope of Work:

The contractor will perform neuromonitoring services for patients undergoing operating room procedures at San Francisco General Hospital. Neuromonitoring services consist of the patient being connected to electrodes during surgery and spontaneous electrophysiologic Signals are obtained and interpreted periodically or continuously throughout the course of the operation.

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

The services are necessary because surgery involving the brain, spinal cord, or peripheral nerves often carries a significant risk of damage to neural structures. If the service is denied, the operating team will be unable to monitor the patients and that can cause new neurological deficits with devastating effects such as loss of sensation or paralysis for the patient.

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 4072-12/13

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

2. Union Notification: On 05/23/2015, the Department notified the following employee organizations of this PSC/RFP request: SEIU, Local 1021 (Staff Nurse & Per Diem Nurse), Physicians and Dentists - 8CC,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41467 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

A Registered American Board certified Encephalographic Technologist (CNIM) is needed to place the probes and monitor the patient. The certifying organization is the American Board Of Registered Encephalographic Technology.

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

2220,2230,2232,2320,

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

Yes, the vendor will provide a computer, neuromonitoring leads and probes and other equipment necessary for the procedure.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The services are needed only intermittently (approximately twice each week for 8 hours per day).

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

Not at this time, as the services to date have been determined to be as needed, intermittent and dependent on the type of surgery scheduled and performed. For such a low volume and procedure-specific needs, it would not be practical to adopt a new Civil Service class to perform this work. In addition,(continued on attachment)

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

YES NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 07/22/2015 BY:

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

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

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jacque.hale@sfdph.org
To: [Hale, Jacquie \(DPH\)](mailto:Hale.Jacquie@DPH); [Lopez, Ricardo \(PDR\)](mailto:Lopez.Ricardo@PDR); [Basconcillo, Katherine \(PUC\)](mailto:Basconcillo.Katherine@PUC); Sandeep.lal@seiu1021.me; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ablood@cirseiu.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; jduritz@uapd.com; [Hale, Jacquie \(DPH\)](mailto:Hale.Jacquie@DPH); [Igen, Richard \(TIS\)](mailto:Igen.Richard@TIS); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator.DHR@HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41467 - 14/15
Date: Saturday, May 23, 2015 2:01:10 PM

RECEIPT for Union Notification for PSC 41467 - 14/15 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 41467 - 14/15 for \$900,000 for Initial Request services for the period 07/01/2015 – 12/31/2016. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/5022> 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)

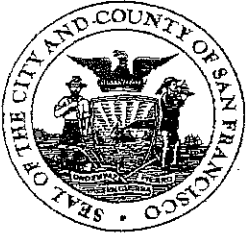
Attachment to PSC 41467-14/15

Neuromonitoring services for patients at San Francisco General Hospital

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

(cont.)

would have to purchase and maintain the required equipment needed to perform the services.



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

February 8, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4059-12/13 THROUGH 4073-12/13; 4094-10/11; 4009-7/08; 4023-09/10; 4028-06/07.

KATE FAVETTI
PRESIDENT

SCOTT R. HELDFOND
VICE PRESIDENT

MARY Y. JUNG
COMMISSIONER

E. DENNIS NORMANDY
COMMISSIONER

At its meeting of February 4, 2013 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) Approved the request to withdraw PSC# 4065-12/13 at the request of Department of Human Resources. (Vote of 4 to 0)
- (2) Adopt the report; Approved the request for approval of PSC# 4066-12/13 as amended to reflect a contract duration of five years instead of six. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (3) Adopt the report; Approved the request for approval of PSC#4072-12/13 on the condition that the department reports back on its discussion with SEIU after one year. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (4) Adopt the report; Approved the request for approval of PSC# 4073-12/13 as amended to reflect that the contract will be renewed after it has come before the Board of Supervisors. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (5) Adopt the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

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

CIVIL SERVICE COMMISSION

Jennifer Johnston FOR
JENNIFER JOHNSTON
Executive Officer

Attachment

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 9, 2013

DEPARTMENT NAME: Public Health DEPARTMENT NUMBER 81

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

TYPE OF REQUEST:
 INITIAL REQUEST MODIFICATION (PSC# _____)

TYPE OF SERVICE: Neuromonitoring Services for patients at San Francisco General Hospital

FUNDING SOURCE: General Fund, Medicare, Medi-Cal reimbursement

PSC AMOUNT: \$1,200,000 (\$600,000/yr.) PSC DURATION: 3/02/2013 - 02/28/15 (two years)

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The contractor will perform neuromonitoring services for patients undergoing operating room procedures at San Francisco General Hospital. Neuromonitoring services consist of the patient being connected to electrodes during surgery and spontaneous electrophysiologic signals are obtained and interpreted periodically or continuously throughout the course of the operation.

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

The services are necessary because surgery involving the brain, spinal cord, or peripheral nerves often carries a significant risk of damage to neural structures. If the service is denied, the operating team will be unable to monitor the patients and that can cause new neurological deficits with devastating effects such as loss of sensation or paralysis for the patient.

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

The services are currently performed by a contractor utilizing as needed purchase orders or direct payments. The Department has determined that this service should be performed under a professional services contract.

D. Will the contract(s) be renewed: Yes as long as there is a continued need.

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

SEIU Local 1021;
UAPD 8CC
Union Name Jacque Hale
Signature of person mailing/faxing form June 29, 2012
Date

Union Name _____ Signature of person mailing/faxing form _____ Date _____

RFP sent to _____, on _____, Date _____ Signature _____

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4072-12/13
STAFF ANALYSIS/RECOMMENDATION: Approved 1/18/2013

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

A Registered American Board certified encephalographic Technologist (CNIM) is needed to place the probes and monitor the patient. The certifying organization is the American Board Of Registered Encephalographic technology (ABRET www.ABRET.ORG).

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

The services have never been performed by a Civil Service classification. The Civil Service class that would usually perform these services if the City did provide the service would be a medical doctor (2220 Physician, 2230 Physician Specialist, or 2232 Senior Physician Specialist) who would oversee the program, and at least two registered nurses (2320 Registered Nurse) with training to do the actual monitoring.

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

Yes, the vendor will provide a computer, neuromonitoring leads and probes and other equipment necessary for the procedure.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The services are needed only intermittently (approximately twice each week for 8 hours per day).

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

Not at this time, as the services to date have been determined to be as needed, intermittent and dependent on the type of surgery scheduled and performed. For such a low volume and procedure-specific needs, it would not be practical to adopt a new Civil Service class to perform this work. In addition, the Department would have to purchase and maintain the required equipment needed to perform the services.

As has been communicated in a meeting with SEIU Local 1021 representatives, the Department has offered to reduce the duration of this PSC to two years and to use the first year of that time to collect data on actual usage and to participate with SEIU in an ad hoc working group to discuss specific union proposals for staff training and/or establishment of a specific classification, with which SEIU has agreed. (The PSC amount has been adjusted to reflect current usage, as well.)

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

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

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

B. Will the contractor train City and County employees?

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

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

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

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

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

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

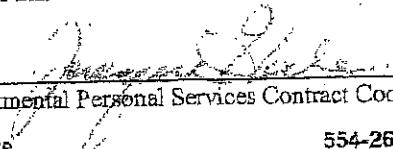
E. Has a board or commission determined that contracting is the most effective way to provide this service?

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? Services are currently paid under a purchase order.

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

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


Signature of Departmental Personal Services Contract Coordinator

Jacquie Hale

554-2609

Print or Type Name

Telephone Number

101 Grove St. Rm. 307

San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH – DPH Dept. Code: DPH

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: As-Needed American Sign Language Interpretation Services

Funding Source: General Funds, Grants PSC Duration: 5 years 1 day
PSC Amount: \$1,500,000 PSC Est. Start Date: 07/01/2015 PSC Est. End Date: 06/30/2020

1. Description of Work

A. Scope of Work:

The Contractor (s) will provide American Sign Language (ASL) Interpreters, oral interpreting, relay interpreting and deaf/blind (tactile) interpreting services for clients. The Contractor will be available 24 hours a day seven days a week. The Contractor(s) may also be required to provide two interpreters on call 24/7 via a pager / or mobile phone. Services are for any requesting unit of the Department of Public Health.

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

In order to deliver fully ADA (American With Disabilities Act)compliant services to all of our clients the Department must have in place a mechanism to communicate with clients that are unable to communicate using voice. If these services are denied, the Department will not be able to provide services to a group of clients and will not be in compliance with the ADA requirements.

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 been provide by contractors on an as-needed basis. Most recently under PSC 2000-07/08.

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

2. **Union Notification:** On 04/25/2015, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43887 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
Contractors must possess the following: In person (in San Francisco) or via video conferencing service American Sign Language interpreting, Deaf/Blind tactile interpreting, Transliteration (interpreting into signed English), Oral interpreting, and Relay interpreting. In addition, the contractor must have on staff or be able to provide, ASL interpreters, with a Certificate of Interpretation, Transliteration with a Certificate of Transliteration, Deaf Relay interpreters with a Certificate of Deaf Interpretation.
- B. Which, if any, civil service class(es) normally perform(s) this work?
2586,
- 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:
Full time civil service classes are not applicable because the work is as-needed and on an intermittent basis. Healthcare facilities have an immediate need for the services which is generated by the specific needs of a patient at the time of service. These special and immediate needs are only known at the time of the requested service. More routine or scheduled services are typically to interpret at public meetings and functions.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. The Department would use the 2586 Health Worker II classification with a specialty in American Sign Language. In addition, when there is an employee that is certified in American Sign Language the Department would use those employees to interpret.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 07/08/2015 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org
Address: 101 Grove St. Rm. 307 San Francisco, CA 94102

Receipt of Union Notification(s)

Longhitano, Robert (DPH)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Saturday, April 25, 2015 2:37 PM
To: Hale, Jacquie (DPH); Lopez, Ricardo (PDR); Basconillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; leah.beritanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; Poon, SinYee (HSA) (DSS); david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; Longhitano, Robert (DPH); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43887 - 14/15

RECEIPT for Union Notification for PSC 43887 - 14/15 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 43887 - 14/15 for \$1,500,000 for Initial Request services for the period 07/01/2015 - 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/dhrdrupal/node/4867> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)




City and County of San Francisco

San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

DATE: July 23, 2015

TO: Suzanne Choi, Citywide PSC Coordinator, Department of Human Resources

FROM: Jacquie Hale, Director, Office of Contract Management and Compliance, Business Office, Department of Public Health 

RE: PSC 43887-14/15 As-Needed American Sign Language Interpretation Services

This is to request that the above-referenced PSC be considered for approval at the August 17, 2015 meeting of the Civil Service Commission, as the Department of Public Health needs to move forward with the contract certification process for these services.

In response to requests for information, DPH met with SEIU Local 1021 on July 22, 2015. At that meeting, we agreed to provide further information on utilization and potential contractors. Utilization information has been uploaded to the PSC database and the names of potential contractors are detailed below.

DPH has a continuing need for these services, to supplement our efforts to increase available Civil Service staff, as interpretation services must be provided as needed in order to provide patient care and meet regulatory and funding requirements, and we do not anticipate that Civil Service staff alone can meet every requirement.

DPH has made significant efforts to prioritize Civil Service staffing for interpretation services. Working with Human Resources, we were able to conduct an expedited recruitment for the classification which is used for these services, 2586 Health Worker II. A job announcement to hire for seven positions was posted on April 24, 2015, for applications to be accepted April 24, 2015 through May 5, 2015 (two weeks). The seven positions to be filled included one position for American Sign Language (ASL) interpretation, as well as four full-time and two part-time positions for interpretation in other languages. Despite concerted outreach, no applications for ASL interpretation were received.

We anticipate that we will be able to conduct an additional recruitment for this classification for interpretation to ASL as well as other languages as soon as additional work space becomes available in the current San Francisco General Hospital building, as operations are moved to the new building, which is scheduled to open in Spring 2016.

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org - office 415-554-2509 fax 415 554-2555

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

Suzanne Choi, Citywide PSC Coordinator
Department of Human Resources
July 23, 2015
Page 2 of 2

In our meeting with SEIU on July 22, 2015, we discussed DPH utilization of contracted services. We have uploaded utilization information to the PSC database (attached), which notes that during the 12-month period of June 2014-June 2015, DPH used 825 hours of contracted ASL interpretation services. 56% (483.5 hours) of that time was for only one patient with high needs. 342 hours were utilized for all other patients.

We also explained that DPH has conducted an RFQ for ASL interpretation services and has created a pool of qualified vendors from which to select for a contract. This pool includes the following providers: Bay Area Communication Access (BACA), Language Line Solutions, and Western Interpreting Network.

We appreciate your consideration of our request and will be happy to provide more information as requested.

cc: DPH Human Resources

43887-14/15

Explanation for Duration

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

There will always be a need to provide for these ADA mandated services.

DPH Utilization of Contracted ASL Services

Invoice Date	Hours	Paid	Hours	Paid
	Other DPH Patients		Single, high-need patient	
June 1, 2014	22.00	\$3,464	171.00	\$21,327
July 1, 2014	60.00	\$8,878	31.00	\$5,427
August 1, 2014	33.50	\$4,552	31.00	\$5,305
September 1, 2014	32.50	\$4,285	29.00	\$4,898
October 1, 2014	24.00	\$3,094	23.00	\$3,819
November 1, 2014	15.50	\$1,991	28.00	\$4,170
Oct to Dec 2014	0.00	\$0	39.50	\$5,604
January 1, 2015	38.50	\$5,383	28.00	\$4,094
February 1, 2015	26.50	\$3,475	21.50	\$3,259
March 1, 2015	29.00	\$3,649	24.50	\$3,607
April 1, 2015	32.00	\$4,022	25.00	\$3,577
May 1, 2015	28.50	\$3,978	32.00	\$4,245
Total	342.00	\$46,771	483.50	\$69,332



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

E. DENNIS NORMANDY
PRESIDENT

DONALD A. CASPER
VICE PRESIDENT

MORGAN R. GORRONG
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

LISA SEITZ GRUWELL
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

May 18, 2011

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4104-10/11
THROUGH 4106-10/11; 2000-07/08; AND 4019-09/10.

At its meeting of May 16, 2011 the Civil Service Commission had for its consideration the above matter.

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

It was the decision of the Commission to:

- (1) Postpone PSC #4106-10/11 to the meeting of June 6, 2011 by mutual agreement of the Department of Public Works and IFPT Local 21.
- (2) Adopt the report; Approve request for proposed personal services on all remaining contracts. Notify the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

Anita Sanchez
ANITA SANCHEZ
Executive Officer

Attachment

- c:
- Micki Callahan, Human Resources Director
 - Carina Carlos, Department of Public Works
 - Gordon Choy, Department of Public Works
 - Marie de Vera, Department of Human Resources
 - Jacques Hale, Department of Public Health
 - Ken Htin, Arts Commission
 - Naomi Kelly, Office of Contract Administration
 - Ben Rosenfield, Controller
 - Marie Ryan, Department of Human Resources
 - Commission File
 - Chron

POSTING FOR
3/16/2011

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

FSC No	Dept/No	Dept Description	Approval Type	Amount	Modified Cumulative Total	Description of Work	Start Date - End Date
2008-07/98	01	Public Health	Continuing	\$2,400,000	\$4,000,000	This FSC is to provide fiscal and programmatic services for a variety of interventions and as-needed secondary health, planning, support and service projects. This modification extends the term of the request and with additional funds to cover ongoing services including the renewal of the Department of Public Health Lifeline Program which provides support services for women with breast cancer. The Lifeline Program includes targeted case management, support groups, and support of the mobile mammography program at San Francisco General Hospital. These services will undergo an RFP in the spring of 2011. Additional areas of service will include the promotion and support of childhood immunization projects, environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health programs, primary care coordination, WIC issues, and specialized health-related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects. The proposed FSC amount includes the value of the community planning, support and service projects, which may be funded through grants, work orders, or (limited) general funds.	2/1/2008 - 6/30/2012

4018-09/18	99	Public Works	Regular	\$5,000,000	\$9,500,000	Highly specialized engineering and design services, related to the Crissy Terminal building final programming and planning, options engineering, pre-construction engineering, special-use architecture related to Crissy Terminal design and special event requirements, lighting consultant, cost estimating, programming, security, systems consultant, telecommunication equipment engineering, mechanical, electrical and plumbing consulting services. These services are needed to be able to meet the highly compressed delivery schedule now required of the project. The Architect's CIP was awarded to San Francisco on Dec 31, 2010. That agreement required that the Terminal building be delivered to them by Jan. 1, 2013. This schedule cannot be met without a highly directed effort of a team consisting of specialty consultants with expertise in the track projects of a special-use nature. Failure to deliver will result in breach of contract by the City of San Francisco.	5/1/2009 - 11/30/2014
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Sum of Modified Amounts: **\$7,400,000**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 2000 07/08)

Type of Approval: Expedited Continued (Omit Posting)

Type of Service: Intermittent As-Needed FM, Community Health, Planning, Support & Service Projects

Funding Source: Grants, Work Order, Limited GF

PSC Original Approved Amount: \$900,000 PSC Original Approved Duration: 02/01/2008 - 06/30/2013

PSC Mod#1 Amount: \$700,000 PSC Mod#1 Duration: 02/01/08 - continuous

PSC Mod#2 Amount: \$2,400,000 PSC Mod#2 Duration: 02/01/08 - continuous

PSC Mod#3 Amount: \$2,000,000 PSC Mod#3 Duration: 01/01/14 - continuous

PSC Mod#4 Amount: _____ PSC Mod#4 Duration: _____

PSC Cumulative Amount Proposed: \$6,000,000 PSC Cumulative Duration Proposed: 02/01/2008 - continuous

1. Description of Work

A. Scope of Work:

This modification adds funds to cover ongoing community program services including the promotion / support of environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health, primary care promotion, WIC issues, HIV prevention services, health promotion/education, culturally competent language services,(spoken or sign/tactile) and specialized health-related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and financial management skills used for the effective delivery of the projects. The PSC amount includes the value of the community planning, support and service projects, which maybe funded by through grants, work orders or (limited) general funds.

See attached document(s).

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

Service is necessary in order to facilitate the implementation of community planning, support and service projects. Organizations or individuals close to the community or with project-specific knowledge typically and best perform these services. In addition, the funder will often request that a fiscal intermediary be used since many community organizations do not have the necessary fiscal or administrative expertise. In some instances in order for the City to receive funds for innovative programs, a community based organization must be a co-applicant for a grant or has been designated as the only provider that can provide the resources for a specific project. (See attached Original PSC document)

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

Services have been provided in the past through earlier PSC request. See 2000 07/08

D. Will the contract(s) be renewed? Only if funding is made available.

2. Union Notification: On 01/06/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2000 07/08

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 01/23/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The ability to work with diverse community-based organizations. Expertise in fiscal management and the ability to manage several entities performing different services.

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

2913,2915,2917,

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

NO

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil Service classes are not applicable because the projects are intermittent and as needed. Due to the as-needed and intermittent nature of these services, multiple service classes spanning multiple specialties would be required only for short periods of time. In addition, the funding for these services often has not been allocated on a fixed or secured basis, therefore funding is not stable.

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

Not 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

ON 01/06/14 BY:

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

Address: 101 Grove Room 307 San Francisco, CA

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 40120 - 14/15)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Info. Tech. Infrastructure Library / Intl. Organization for Standardization Services

Funding Source: <u>Airport Operating Funds</u>	
PSC Original Approved Amount: <u>\$500,000</u>	PSC Original Approved Duration: <u>05/15/15 - 05/14/18 (3 years)</u>
PSC Mod#1 Amount: <u>\$500,000</u>	PSC Mod#1 Duration: <u>05/14/18-10/01/20 (2 years 20 weeks)</u>
PSC Mod#2 Amount: _____	PSC Mod#2 Duration: _____
PSC Cumulative Amount Proposed: <u>\$1,000,000</u>	PSC Cumulative Duration Proposed: <u>5 years 20 weeks</u>

1. Description of Work

A. Scope of Work:

Provide consultation services to prepare San Francisco International Airport (SFO) Information Technology and Telecommunications (ITT) division for certification in International Organization for Standardization (ISO) Standard 20000 Service Management, ISO Standard 22301 Business Continuity Management, and ISO Standard 27001 Information Security Management.

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

The services are needed to standardize information technology processes, monitoring, maintaining and reporting. The services are also needed to manage the Airport against cyber security threats and the ability to recover business operations in the event of disaster.

If denied, the Airport will not have the benefit of these services.

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 40120-14/15

D. Will the contract(s) be renewed? Yes, if this service is needed in the future.

2. Union Notification: On 07/02/15, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40120 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/17/2015

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

ISO Auditor certification for each ISO standard 20000, ISO standard 27001, and ISO standard 22301.
Information Technology Infrastructure Library (ITIL) Framework certification for the 28 designated processes needed under ITIL.

B. Which, if any, civil service class(es) normally perform(s) this work?
1054, 1070,

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:

This is a specialization that is not used frequently enough to justify a new civil service class.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
Not at this time.

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?
At this time, no training is planned under this request. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 07/02/15 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)

Cynthia Avakian (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Thursday, July 02, 2015 1:15 PM
To: Cynthia Avakian (AIR); L21PSCReview@ifpte21.org; Cynthia Avakian (AIR); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 40120 - 14/15 - 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 \$500,000 for services for the period May 14, 2018 -- October 1, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/5559>

Email sent to the following addresses: L21PSCReview@ifpte21.org

Additional Attachment(s)

Term was extended beyond five (5) years to link up with the 5-year term for the contract (which is expected to start by 10/1/15).

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ADULT PROBATION Dept. Code: ADP

Type of Request: Initial Modification of an existing PSC (PSC # 4085 12/13)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Professional Service

Funding Source: <u>General Fund</u>	
PSC Original Approved Amount: <u>\$335,000</u>	PSC Original Approved Duration: <u>04/01/13 - 06/30/16 (3 years 13 w</u>
PSC Mod#1 Amount: <u>no amount added</u>	PSC Mod#1 Duration: <u>06/30/16-05/31/18 (1 year 47 weeks)</u>
PSC Mod#2 Amount: _____	PSC Mod#2 Duration: _____
PSC Cumulative Amount Proposed: <u>\$335,000</u>	PSC Cumulative Duration Proposed: <u>5 years 8 weeks</u>

1. Description of Work

A. Scope of Work:

A fully automated, web-based telephone reporting system based on interactive voice response (IVR) technology. The system will have the capacity of automating the reception and dissemination of information by APD officers and their clients. It will allow APD and its partners to modify clients' information and generate reports regarding clients' enrollment and compliance on programs required by the conditions of their supervision. The system will be accessible to APD clients, APD staff and its partners 365 days a year, 24 hours a day. Officers will have the ability to pre-record individual and group messages for clients.

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

The automated supervision reporting system is needed to provide the means to manage probation officers workloads according to clients' needs and risks levels. This will allow probation officers the time necessary to direct supervision services to higher needs and risk clients. Through SB 678 (2009) California legislation required that probation departments across the State implement evidence based practices in community corrections in order to improve public safety and decrease costs. Evidence based practices indicate that appropriate supervision levels matching clients' needs and risks, increase effective use of resources, public safety, and rehabilitative opportunities for clients.

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 4085 12/13

D. Will the contract(s) be renewed? Renewal will be subject to evaluation of system performance

2. Union Notification: On 07/22/15, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4085 12/13

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractor should have at least five years of experience establishing and maintaining successful automated telephone reporting systems with law enforcement agencies. Contractor should have the ability to train APD staff and its partners to navigate and use the system to monitor clients. Contractor should provide technical assistance as needed to maintain the system and its web-based components.

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:

The nature of the service is unique and highly specialized to the needs of the Adult Probation Department. These types of systems are proprietary in nature and require authorized personnel to handle it, as well as to provide training and technical assistance. The level of effort to establish and maintain the telephone reporting system is minimal and once it is established probation officers will be in charge of running the program.

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

The level of effort estimated is not such that will require the adoption of a new civil service class. The main outcome of this PSC is the automated reporting system. However, once the system is set up and live, it will be used by probationer officers on a regular basis to supervise clients on their caseload.

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 with additional information.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services? See Attachment.	<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 07/22/15 BY:

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

Address: 880 Bryant Street, Room 200 San Francisco, CA 94103

Receipt of Union Notification(s)

Martinez, Veronica (ADP)

From: dhr-psccordinator@sfgov.org on behalf of diane.lim@sfgov.org
Sent: Wednesday, July 22, 2015 9:15 AM
To: Lim, Diane (ADP); jb@local16.org; Lopez, Ricardo (PDR); Basconillo, Katherine (PUC); Sandeep.ial@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; 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) (DSS); smcgarry@nccrc.org; rrmitchell@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 # 4085 12/13 - 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, 2016 – May 31, 2018. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/5606>

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

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

Additional Attachment(s)

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

This PSC is for the procurement of a software application to develop and maintain a telephone reporting system which will manage comprehensive data from the Adult Probation Department (APD). The need to store and manage data using this software application is ongoing and extends beyond five years.

What efforts has the department made to obtain these services through available resources within the City?:

APD contacted IT and discussed the needed services and it was determined that the City's IT Department doesn't have the capacity to develop the required software in a timely fashion.

5B. Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:

The training will include instructing staff on how to access and navigate the system.

5C. Notes on Legal Mandates:

SB 678 (2009) California legislation requires that probation departments implement alternative to correction in their community corrections practices in order to decrease recidivism, increase rehabilitation, and preserve public safety. The telephone reporting system is a response to this mandate.

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.

SBC. 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.

SBC. 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.

SBC. 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: CONTROLLER Dept. Code: CON

Type of Request: Initial Modification of an existing PSC (PSC # 4110 10/11)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Sales and Use Tax Audit, Analysis and System Services

Funding Source: Percentage of sales tax income

PSC Original Approved Amount: \$500,000 PSC Original Approved Duration: 06/01/11 - 06/30/16 (5 years 4 we
PSC Mod#1 Amount: \$245,000 PSC Mod#1 Duration: no duration added
PSC Mod#2 Amount: \$1,500,000 PSC Mod#2 Duration: no duration added
PSC Cumulative Amount Proposed: \$2,245,000 PSC Cumulative Duration Proposed: 5 years 4 weeks

1. Description of Work

A. Scope of Work:

Identify and correct sales and use tax allocation errors, identify businesses from which the City has not been receiving sales/use tax revenue, conduct local sales and use tax audits of State Board of Equalization records and provide legislative impact analyses, identify and correct improperly registered permits, develop and maintain a database of sales tax information for use by City employees, and provide as-needed tax revenue enhancement services.

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

Misallocations of sales and use tax occur due to a variety of categorization and reporting errors. Without the expert sales and use tax audit, analysis and system services sought, the City/County would lose potential tax revenue to which it is entitled. The total number of undiscovered errors regarding sales and use tax allocations and improperly registered permits would increase each year, compounding the problem. Ultimately, it could cost the City millions of dollars in unrealized revenue.

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 4110 10/11

D. Will the contract(s) be renewed? Yes. A new RFP will be issued in 2016.

2. Union Notification: On 05/20/15, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Management & Superv Local 21; A

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4110 10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractor is required to have experience conducting sales tax audit services for counties in California, including knowledge of State Board of Equalization regulations and requirements, as well as proof of successfully providing revenue to local governments as a direct outcome of its services. The Contractor must work closely with various City departments, businesses, taxpayers, as well as the State Board of Equalization, and to monitor changes in sales and use tax distribution practices and sales and use tax law.

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

1684,4306,4308,4366,1824,

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:

City employees do not have the specialized expertise to audit sales tax distribution errors such as 'points of sale,' 'use tax,' allocation, or other errors successfully. Such expertise includes providing and maintaining a specialized database, keeping current on the latest State Board of Equalization sales and use tax distribution instructions, providing quarterly legislative impact analyses, and understanding and monitoring claims processes to maximize success in obtaining approval for increased revenue collection.

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

No. The work is highly specialized, time sensitive and intermittent in nature.

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? MuniServices LLC YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 05/20/15 BY:

Name: Mary Horn Phone: 415-554-7536 Email: mary.horn@sfgov.org

Address: City Hall 306 San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of mary.horn@sfgov.org
To: [Hom. Mary \(CON\)](mailto:Hom.Mary); davidmkersten@gmail.com; xiumin.li@seiu1021.org; tiya.thlang@seiu1021.org; ablood@cirseiu.org; [Poon. SinYee \(HSA\) \(DSS\)](mailto:Poon.SinYee); david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; [Kimotsuki, Joyce \(CON\)](mailto:Kimotsuki.Joyce); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator); [Isen, Richard \(TIS\)](mailto:Isen.Richard)
Subject: Receipt of Modification Request to PSC # 4110 10/11 - MODIFICATIONS
Date: Wednesday, May 20, 2015 3:29:16 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The CONTROLLER – CON has submitted a modification request for a Personal Services Contract (PSC) for \$1,500,000 for services for the period May 20, 2015

– June 30, 2016. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/5001>

Email sent to the following addresses: L21PSCReview@ifpte21.org
Larry.Bradshaw@seiu1021.org joe.tanner@seiu1021.net david.canham@seiu1021.org
Sin.Yee.Poon@sfgov.org ablood@cirseiu.org tiya.thlang@seiu1021.org
xiumin.li@seiu1021.org davidmkersten@gmail.com

Additional Attachment(s)

**MEMORANDUM**

TO: DHR

FROM: Joyce Kimotsuki, Controller's Office, Contracts Manager (415) 554-6562

DATE: 05/20/2015

SUBJECT: PSC 4110 10/11 5 years Plus Explanation &
Proposed work completed by a contractor with current PSC

5 years Plus Explanation: PSC 4110 10/11 for 6/1/2011-6/30/2016.

The Controller's Office respectfully requests that PSC 4110 10/11 cover at least 5 years so that the City's revenue can be maximized through having uninterrupted contractor services which generate revenue for the City. The scope of work covered by PSC 4110 10/11 is the provision of Sales Tax and Use Audit Services which can only be conducted by firms with highly specialized skills in this field. The PSC covers at least 5 years so that the scope of work being conducted across one or more firms can remain uninterrupted in order to maximize the City's revenue raised from these contracted services. The contractor's compensation is a percent contingency fee of new sales and use tax income actually received by the City as a result of Contractor's services.

Proposed work completed by a contractor with current PSC explanation:

PSC 4110 10/11 covers the scope of work conducted by the existing contractor, MuniServices LLC which has an existing PSC. The MuniServices LLC contract is a close-out contract from the Sales Tax & Use Audit Services RFP issued in 2011. PSC 4110 10/11 also covers the scope of work conducted by the new contractor, HdL Companies which is the firm awarded the contract resulting from the Sales Tax & Use Audit Services RFP issued in 2015.

MuniServices Agreement

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

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

This Agreement is made this 1st day of July, 2011, in the City and County of San Francisco, State of California, by and between: MuniServices, LLC, 7335 N. Palm Bluffs Avenue, Fresno, CA, 93711, 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 Controller's Office ("Department") wishes to obtain Sales and Use Tax Audit, Analysis and System Services and,

WHEREAS, a Request for Proposal ("RFP") was issued on March 14, 2011, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4110-10/11 on June 6, 2011;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement provides for compensation to Contractor solely through a percentage of monies Contractor collects in the performance of this Agreement. No payments are made to Contractor from City's general fund. Should this Agreement be amended to impose costs to City other than the agreed upon contingency-fee set forth in Appendix B, such amended Agreement shall be subject to the budget and fiscal provisions of the City's Charter. 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 July 1, 2011, to June 30, 2014 with the option to extend the term of the Agreement for up to two additional years, at the City's sole and absolute discretion.

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

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in accordance with Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her reasonable discretion, concludes has been performed. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Controller's Office as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

6. **Guaranteed Maximum Costs.** This Agreement provides for compensation to Contractor solely through a percentage of monies Contractor collects in the performance of this Agreement. 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.

7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement

to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. [Reserved.]

10. Taxes

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

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

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

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

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

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

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

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including

those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

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

14. Independent Contractor; Payment of Taxes and Other Expenses

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

15. Insurance

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

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

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

4) 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. Each such policy shall be endorsed to provide thirty (30) days (10 days for non-payment) advance written notice to the City of reduction or non-renewal 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. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's negligent or willful misconduct in the performance of this Agreement, and to the extent of that negligent or willful misconduct, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. [Reserved.]

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. THE CITY'S OBLIGATION TO PAY CONTRACTOR UNDER THE CONTINGENCY-FEE IS NOT AN OBLIGATION TO PAY CONSEQUENTIAL OR INDIRECT OR INCIDENTAL DAMAGES, AND NOTHING IN THIS SECTION EXCUSES THE PAYMENT OF THE CONTINGENCY-FEE PORTION OF CONTRACTOR'S SERVICES.

19. [Reserved.]

20. Default; Remedies

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

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

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

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the

right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

21. Termination for Convenience

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

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

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

c. If City terminates Contractor's performance in accordance with Section 21 herein, Contractor may, subject to review and approval by the City, complete work submitted to the State Board of Equalization (SBE) with an established Date of Knowledge (defined as the quarter during which Contractor notifies the SBE of the existence of a misallocation) and to

invoice the City for its fees under the terms of this Agreement for revenue collected by City as the direct result of Contractor's services under this Agreement. In addition, services completed by the effective date of the termination or suspension may result in collection of deficiencies after termination or suspension that may be subject to Contractor's contingency fee. Despite termination or suspension of services under this Agreement, City remains obligated to provide notification and information to Contractor about deficiencies collected by City as the direct result of Contractor's services under this Agreement after termination or suspension. The Contractor's right to payment for deficiencies collected by the City as the direct result of Contractor's services under this Agreement will survive after termination or suspension of this Agreement. If City does not grant approval for Contractor to continue work on a matter with an established Date of Knowledge after termination of this Agreement, Contractor shall immediately return to City all private or confidential information relating to the matter that remain in its possession. Contractor shall be entitled to compensation for matters that it transfers to the City, at the time that City receives additional revenue from deficiencies collected as a direct result of Contractor's efforts. Compensation shall be paid at the rate specified in Appendix B and shall be applied to the portion of revenue received by the City that equals the following as specified in Appendix E:

- 80% for cases transferred from Contractor to City at the Group A stage and corrected at the Group A stage;
- 60% for cases transferred from Contractor to City at the Group A stage and corrected at the Group B stage;
- 80% for cases transferred from Contractor to City at the Group B stage and corrected at the Group B stage;
- 40% for cases transferred from Contractor to City at the Group A stage and corrected at the Group C stage;
- 60% for cases transferred from Contractor to City at the Group B stage and corrected at the Group C stage;
- 80% for cases transferred from Contractor to City at the Group C stage and corrected at the Group C stage;
- 20% for cases transferred from Contractor to City at the Group A stage and corrected at the Group D stage;
- 40% for cases transferred from Contractor to City at the Group B stage and corrected at the Group D stage;
- 60% for cases transferred from Contractor to City at the Group C stage and corrected at the Group D stage;
- 80% for cases transferred from Contractor to City at the Group D stage and corrected at the Group D stage.

In the event City does grant approval for Contractor to continue work on a matter with an established Date of Knowledge after termination of this Agreement, such approval shall be detailed as a modification to this Agreement by written instrument executed and approved in the same manner as this Agreement pursuant to Section 48, Modification of Agreement.

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).

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

22. Rights and Duties upon Termination or Expiration

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

- | | |
|----------------------------|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |

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

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement. Notwithstanding the provisions of this Section, Contractor's or its Subcontractor's interests in processes, methods, ideas and in computer files, media, or other proprietary documents, including, but not limited to software, that are created for Contractor's (or its Subcontractor's) general business use and not for the City's exclusive use under this Agreement will not become the property of the City, and are not subject to the title-transfer and delivery obligations of this section, even if they are provided to the City for use under 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, except that aggregated data, which is not private or confidential, may be used by Contractor in comparative analyses. 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: Michelle Allersma, Revenue Manager
City and County of San Francisco Controller's Office
1 Dr. Carlton B. Goodlett Place, Room 312
San Francisco, CA 94102
Phone: (415) 554-4792
Michelle.Allersma@sfgov.org

To Contractor: Doug Jensen, Senior Vice President of Client Services
MuniServices, LLC
7335 North Palm Bluffs Ave.
Fresno, CA 93711
Phone: (559) 288-8943
Doug.Jensen@muniservices.com

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities. Notwithstanding the provisions of this Section, Contractor's or its Subcontractor's interests in computer files, media, or other proprietary documents, including, but not limited to software, that are created for Contractor's (or its Subcontractor's) general business use and not for the City's exclusive use under this Agreement will not become the property of the City, even if they are provided to the City for use under this Agreement.

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. Notwithstanding the provisions of this Section, Contractor's or its Subcontractor's software, source code, or other software-related original works of authorship, including but not limited to proprietary documentation, created for Contractor's general business use and not for the City's exclusive use under this Agreement are not considered as works for hire and Contractor (including its Subcontractor) has no obligation to assign such works to the City, even if those works are developed and provided to the City for use under this Agreement.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials,

payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

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

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

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

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

33. Local Business Enterprise Utilization; Liquidated Damages

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the

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

b. **Compliance and Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. **Nondiscrimination; Penalties**

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply

with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. 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. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program

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

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

b. **First Source Hiring Agreement.**

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

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

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

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

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

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

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

6) Set the term of the requirements.

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

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

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

c. **Hiring Decisions**

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

d. **Exceptions**

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

e. **Liquidated Damages.**

Contractor agrees:

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

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

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

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

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

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

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

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

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

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

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

f. Subcontracts.

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

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

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

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

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement but Contractor is not bound by Purchasing's decision.

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. [Reserved.]

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

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

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding

construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

b. In the event the Director of Administrative Services finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this Contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor's net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

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

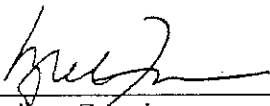
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

MuniServices, LLC



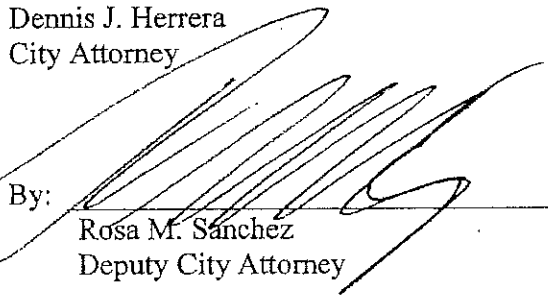
Monique Zamora
Deputy Controller
Controller's Office

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

Approved as to Form:

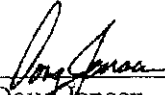
I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the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

Dennis J. Herrera
City Attorney

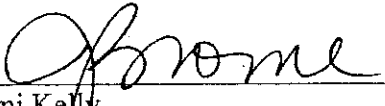
By: 

Rosa M. Sanchez
Deputy City Attorney

Approved:



Doug Jensen
Senior Vice President of Client Services
7335 North Palm Bluffs Ave.
Fresno, CA 93711



Naomi Kelly
Director of the Office of Contract Administration, and Purchaser

City vendor number: 56079

Appendices

- A: Services to be Provided by Contractor
- B: Calculation of Charges
- C: Designation of Contractor as City's Authorized Representative in Sales or Transactions and Use Tax Records Examination
- D: Sales Tax Audit Work Authorization No. (sample)
- E: Summary of Process for Contesting an Allocation

RECEIVED

APPENDIX A – Services to be Provided by Contractor

Introduction: This scope of work is a general guide to the work the City expects to be performed, and is not a complete listing of all services that may be required or desired.

1. GENERAL PROJECT DESCRIPTION

Services required by this Agreement shall include, but are not limited to, the following: Conducting sales and use tax audits, correcting point-of-sale/use reporting errors, providing data on point-of-sale/use taxpayer reporting errors, tracking audit finding revenue allocation, providing sales and use tax training and assistance, providing sales and use tax data, providing sales and use tax analyses and reports, and providing sales and use tax projections and legislative support. These services shall also be provided for any transactions and use tax in effect during the term of this contract.

In conducting sales and use tax audits, the Contractor shall examine all tax records of the State Board of Equalization (SBE) pertaining to sales and use tax collected by the SBE on behalf of the City and County of San Francisco (City) and perform ongoing sales tax audits in order to identify and correct "point of sale" and use tax distribution errors and thereby generate previously unrealized sales and use tax revenue for the City.

Information and reports provided by the Contractor will be used by the City Controller's Office to provide both short and long-term projections of local sales and use tax revenue allocations as well as various reports on actual revenues received. The Controller's Office also completes fiscal year end accrual and analytical activities. In addition, the Controller's Office uses sales tax data to estimate the fiscal effect of proposed legislation and ballot items to both local government and the San Francisco economy as a whole.

2. PROJECT DEFINITIONS

Bradley-Burns Uniform Sales and Use Tax Law – A tax law in which a percentage may be added to a state-wide sales tax and that percentage will benefit counties and cities of that state. Commonly referred to as Uniform Local Tax. Generally the revenue obtained from the Uniform Local Tax goes to funding various county and city needs such as transportation and operation funds.
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City – The City and County of San Francisco, Office of the Controller
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City's Team – Michelle Allersma (Citywide Revenue Manager, Project Lead) Gayle Revels (Budget and Revenue Analyst)

Contractor – MuniServices, LLC.
--

Contractor's Team – Doug Jensen (Senior Vice President of Client Services, Contractor's Project Lead) Janis Varney (Vice President of Sales and Use Tax) Bret Harmon (Client Relations Manager)
--

NAICS – North American Industry Classification System. The standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

Proposition 172 – Local Public Safety Protection and Improvement Act of 1993. Imposed a ½ cent sales tax that is collected by the State Board of Equalization and apportioned to each county based on its proportionate share of statewide taxable sales. Each county is required to deposit this revenue in a Public Safety Augmentation Fund to be allocated by the County Auditor to the county and cities within the county.

SBE – State Board of Equalization.

STARS – Sales Tax Analysis & Reporting Service. A comprehensive information management tool, including STARS Query System and STARS Digest that provides the revenue information necessary to support local government leaders in their decision-making. STARS Query System is a query system that enables City staff to analyze tax revenues on multiple levels, generate reports, and maintain a historical database. STARS Digest is a digest that includes specialized reports providing an analysis of the City's sales tax economic base and performance for the latest complete quarter and benchmark year.

Transactions and Use Tax – A tax imposed pursuant to Part 1,6 (commencing with Section 7251) and Section 7285 or 7285.5 of Part 1.7 of Division 2 of the Revenue and Taxation Code that is administered by the State Board of Equalization. These taxes incorporate most of the provisions of the state Sales and Use Tax Law and generally have the same tax base as the Bradley-Burns uniform local sales and use taxes. The City does not currently have any voter approved transaction and use taxes.

Triple Flip – In March 2004, California voters approved Proposition 57, the California Economic Recovery Bond Act, which authorized the issuance of up to \$15 billion in bonds to close the State's budget deficit. \$10.9 billion of these bonds were issued in 2004 and the remainder in 2008. To guarantee bond repayment, a dedicated revenue source was required. The revenue source provided for under the California Economic Recovery Bond Act is ¼ of the sales and use taxes levied for local governments under the Bradley-Burns Uniform Sales Tax law. The bonds are repaid from the revenue received through the shift of the local portion of sales and use taxes plus transfers from the Budget Stabilization Account (BSA) which is a special reserve established in the State's general fund approved by Proposition 58. The confiscated local sales tax is reimbursed through a series of revenue swapping procedures. These exchanges are referred to as the "triple flip". The triple flip will continue until the bonds are retired, which is estimated to be 2016.

VLF – Vehicle License Fee.

3. PROJECT APPROACH

3.1 Project Staffing: The City, in its sole discretion, has the right to approve or disapprove Contractor's personnel, including subcontractor personnel, assigned to perform the services under this Agreement at any time throughout the term of this Agreement.

The City shall have the right to interview and review the qualifications of any new personnel proposed by the Contractor. Any change to Contractor's personnel must be approved in writing by the City at least fourteen (14) days in advance of assignment of such personnel by the Contractor. Such approval by the City shall not be unreasonably withheld.

3.2 Project Roles and Responsibilities: The Contractor's Project Lead shall manage the Contractor's Team to ensure that it completes all work and obligations described in this Agreement.

The Controller's Project Lead will provide oversight of the Project to ensure that the Contractor is meeting staffing, timeline, budget, and work product targets and deliverables described in this Agreement, will approve contract payments in accordance with Appendix B, and will provide oversight of all contract administration matters.

3.3 Project Management and Communications: The Project requires effective project management, including, but not limited to the following.

- The Contractor's Team shall schedule and coordinate conference calls/meetings with the Controller's Office Project Lead as deemed necessary by the City. At minimum, the Contractor's Team Project Lead shall participate in each conference call/meeting. As part of these meetings, the Contractor's Team shall report on its progress on Project tasks and deliverables for review, input, decision-making, and approval by the Controller's Office Project Lead.
- Written Project progress reports and updates shall be provided to the Controller's Office Project Lead upon request throughout the term of the Agreement and in accordance with Appendix B to this Agreement.

3.4 Data Consistency and Sharing

To ensure data consistency, Contractor shall use and validate the data and data analyses that the City and previous City contractors may have compiled. The Contractor shall provide constructive feedback on any data deficiencies or gaps and compile a list of outstanding data needed to complete the Project per the scope described herein. Further, to allow the City to coordinate data requests and data available to inform other City projects, the selected Contractor's findings and data may be shared by the City with other City contractors, as deemed appropriate by the City.

4. TASKS AND DELIVERABLES

The Contractor's deliverables shall be professionally organized and presented. The Contractor's Team shall provide the Controller's Office Project Lead with deliverables in accordance with Appendix B.

The deliverables review process may be iterative and may, at the City's discretion, require face to face meetings of the City's and Contractor's Teams prior to the City's final approval of work

products and deliverables. The Contractor is responsible for submitting draft materials to the City's Team for review and incorporating City feedback.

TASK 1: CONDUCT AUDITS

Contractor shall examine all sales and use tax records of the State Board of Equalization (SBE) pertaining to sales and use tax collected by the SBE on behalf of the City and perform ongoing sales tax audits in order to identify and correct "point of sale" and use tax distribution errors and thereby generate previously unrealized sales and use tax revenue for the City.

Contractor shall examine district tax, sales tax and use tax records of the SBE provided to City pursuant to Contract under the Bradley-Burns Uniform Sales and Use Tax Law and California Revenue & Taxation Code applicable to transactions and use taxes.

Contractor's sales and use tax audit services shall, at minimum, include five distinct types of audits and services, as follows:

A. NEXUS FIELD AUDITS

Contractor's initial and periodic taxable nexus field audits shall include a physical canvassing and evaluation of sales/use tax generating businesses located in the City to detect misallocations. Contractor's field audits shall focus on those businesses located in the City from which the City has not been receiving sales/use tax revenue and construction projects where use tax may not be properly calculated.

B. PERMITIZATION AUDITS

Contractor's field audits shall facilitate the identification and correction of improperly registered permits for companies including, but not limited to, wholesalers, contractors, processors, manufacturers and other non-retail businesses having potential point-of-sale / use tax operations in the City.

C. DEFICIENCY ASSESSMENT AUDITS

Contractor shall detect and correct SBE deficiency assessment misallocations and shall maximize the benefits produced by Contractor's allocation audit service for City.

D. ACCOUNTS PAYABLE AUDITS

Contractor's accounts payable audits shall include a review of the City's purchases to identify opportunities for the City to capture the current local allocation on purchases subject to use tax and the local district tax where applicable. In this regard, Contractor shall prepare the documentation to facilitate the City's election of such taxes, including assistance in preparing and filing the City's tax returns.

E. QUARTERLY DISTRIBUTION REPORT AUDITS

Beginning July 1, 2011 and every three months thereafter, the Contractor shall provide the City with a Quarterly Distribution Report (QDR) with the local allocation amount reflected by sales tax permit number. Contractor's QDR audits shall detect and correct taxpayer reporting errors and thereby generate new, previously unrealized sales/use tax revenue for the City.

Contractor shall provide a quarterly report summarizing the audits performed by type.

TASK 2: CORRECT REPORTING ERRORS

Contractor shall contact personnel in sales, operations and/or tax accounting at each target business to determine whether a point-of-sale/use reporting error exists. Contractor shall provide information requested by the taxpayers that may assist the taxpayer in completing and filing corrected tax returns.

TASK 3: PROVIDE DATA ON REPORTING ERRORS

Contractor shall provide the City and SBE with reports addressing each taxpayer reporting error. Contractor shall respond to negative findings by SBE with timely reconfirmation documentation in order to preserve the City's original Dates of Knowledge (defined as the quarters during which Contractor notifies the SBE of the existence of a misallocation). Contractor shall also coordinate corrective action with taxpayers and SBE and represent the City before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors that have deprived the City of revenue to which it is entitled. This includes representing the City at hearings before the SBE related to incorrect allocations of tax.

TASK 4: TRACK AUDIT FINDING REVENUE ALLOCATION

Contractor shall provide quarterly invoices to the City which shall include the business name, audit period start date, permit number, local allocation amount received by City and the amount due Contractor. Contractor shall also track all eligible quarters to be invoiced based on the actual tax return quarter (not payment distribution quarter, which can contain multiple quarters) and reconciled with the QDR from the SBE, which will be provided with Contractor's invoice.

TASK 5: PROVIDE SALES AND USE TAX TRAINING AND ASSISTANCE

Contractor shall provide City employees with training and assistance when requested by City on the fundamentals of sales and use tax and on programs to maximize these revenues through the encouragement of taxpayer options to take out direct payment permits, or self-accrue use tax to the City.

Contractor shall identify opportunities for the City to recover local allocation on purchase transactions subject to use tax. Contractor shall prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns. Contractor shall also assist the City in analyzing City vendors for potential use tax opportunities and shall identify purchases over \$500,000 that qualify for use tax self-accrual.

TASK 6: PROVIDE SALES AND USE TAX DATA

Contractor shall provide current and historical sales tax data on sales tax remittances at the payor level and with the following data types: fiscal year and quarter of remittance (to understand trends in cash received); fiscal year and quarter of revenue earned (to understand trends in economic activity); high level economic sector (e.g. general retail) and more detailed subsector identifier (e.g. apparel stores) and/or four-digit NAICS code and SBE category if possible to facilitate comparisons; address, organized into geocode or other neighborhood designation; and name of owner or permit holder. Data may be provided in a proprietary software system maintained by the Contractor or through a non-proprietary system. In either case, data shall be provided in a format allowing the City to export data into a Microsoft Access and/or Excel-compatible format allowing for integration of various databases, i.e. business license and property tax. Contractor shall provide City staff with training on the use system. Data in the system shall be updated quarterly as soon as possible following receipt from the SBE. Contractor shall either provide geographical data mapping capability in its proprietary system or else provide City staff with address data in a format which would allow staff to export and map data.

Contractor shall also provide comparable aggregate quarterly sales and use tax data by economic segment for the state as a whole and for all California counties and Bay Area cities for which the consultant has data.

TASK 7: PROVIDE SALES AND USE TAX ANALYSES AND REPORTS

Beginning July 1, 2011 and every three months thereafter, Contractor shall provide quarterly analyses and reports on San Francisco's sales and use tax trends in relationship to the surrounding

market region as well as by individual businesses, business type and geographic areas specified by the City. Contractor shall provide sales and use tax revenue forecasting and cash flow forecast accounting for the triple-flip and Proposition 172 public safety sales tax, as well as forecasts or data that would assist City staff in projecting Health and Welfare Realignment sales tax and VLF revenues. These data could include, but are not limited to, projected statewide sales tax receipts; San Francisco's Proposition 172 pro rata share of sales tax receipts; statewide vehicle sales tax receipts.

The Contractor shall provide the City with specialized charts and data tables, presentation data and presenters for public meetings and events, and provide the City with business specific revenue estimates, and economic development consulting. The Contractor shall provide a quarterly summary of economic news that is one quarter more current than the most current sales tax data availability for the City's use in making projections.

TASK 8: PROVIDE SALES AND USE TAX PROJECTIONS AND LEGISLATIVE SUPPORT

Contractor shall serve as the City's resource and provide assistance, resolution, and follow-up services on sales and use tax related questions including budget projections, legislative and regulation issues and economic development.

With regard to legislative and regulatory issues, Contractor shall, on behalf of the City:

- Remain attentive in its action on any future proposed changes to regulatory language in SBE regulations related to the situs-based allocation of sales tax revenues and the formal practicing rules, which govern how Contractor pursues the collection of revenues.
- Take action, subject to City review and approval, on measures that threaten and delay revenue cash flows to the City. This could include attending legislative hearings and explaining to the City the potential effect of proposed legislation on the City.
- Advocate and provide problem-solving and resolution assistance to City on issues as needed and as requested by City. Contractor will work with City staff to develop language for review and approval by the City that would preserve, protect and enhance City revenues.

With regard to budget projections, Contractor shall provide the City with a forecast of five fiscal years, including quarterly cash flow estimates accounting for the triple flip with historical and estimated sales taxes.

TASK 9: PROVIDE STARS QUERY SYSTEM AND STARS DIGEST

As part of Contractor's services, Contractor shall provide STARS Query System and STARS Digest to the City at no charge.

5. AS-NEEDED SERVICES

The Contractor shall provide additional services on an as-needed basis, as determined and requested by the City, which may consist of projects related to conducting sales and use tax audits, correcting point-of-sale/use reporting errors, providing data on point-of-sale/use taxpayer reporting errors, tracking audit finding revenue allocation, providing sales and use tax training and assistance, providing sales and use tax data, providing sales and use tax analyses and reports, and providing sales and use tax projections and legislative support.

Any as-needed services are subject to the City's review and approval of scope and budget, including staffing, timeline, deliverables, and costs. In accordance with the terms and conditions of the solicitation under which the Contractor was selected for these services, costs shall be

included in the contingency fee of new sales and use tax income actually received by the City as a result of Contractor's services, indicated in Appendix B, unless otherwise negotiated for a fixed, not-to-exceed price.

Appendix B - Calculation of Charges

In accordance with Section 5 of this Agreement, the Contractor's total compensation under this Agreement is detailed below, inclusive of all costs and meetings required to complete all work specified in Appendix A.

Project – Sales and Use Tax Audit, Analysis and System Services

Payment Requests and Insurance Documentation should be sent to:

Controller's Office - CSA Operations
1 Dr. Carlton B. Goodlett Place, City Hall, Rm 388
San Francisco, CA 94102

Payments for Tasks and Deliverables

Contractor's fee for sales and use tax audit, analysis and system services is entirely predicated and contingent on Contractor's ability to produce new sales and use tax revenue for the City.

Contractor's compensation for the Sales and Use Tax Audit, Analysis and System Services is an 18% contingency fee of new sales and use tax income actually received by the City as a result of Contractor's services. This fee applies to revenue received for all eligible quarters prior to the quarter in which the Date of Correction (defined as the quarter in which the taxpayer has correctly reported the local tax and the SBE distributes the local tax properly to the City based on the taxpayer's reporting) falls, back to and including the three quarters prior to the Date of Knowledge quarter (defined as the quarter during which Contractor notifies the SBE of the existence of a misallocation), and for four quarters beginning with the quarter in which the Date of Correction falls. For QDR misallocations detected and corrected, Contractor's compensation shall only include the quarters in which the misallocation actually occurred.

Contractor is authorized by this Agreement to examine district tax, sales tax and use tax records of the SBE provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law and California Revenue & Taxation Code applicable to transactions and use taxes. Contractor is required to disclose information contained in, or derived from, those sales and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information. Contractor is prohibited from performing consulting services for a retailer during the term of this Agreement. Contractor is prohibited from retaining the information contained in, or derived from, those sales and use tax records, after this Agreement has expired.

New sales and/or use tax revenue shall not include any amounts determined by the City or Contractor to be incrementally attributable to causes other than Contractor's work pursuant to this Agreement. In the event that Contractor is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be Contractor's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Contractor shall provide the City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

Contractor shall obtain the City's approval prior to beginning the work of correcting tax reporting methodology or "point of sale" for specific businesses where said payment of the percentage fee will be expected. Said approval will be provided by the Controller or his designated representative on the Sales Tax Audit Authorization form, a copy of which is attached as Appendix D. Upon approval, the City will pay audit fees upon Contractor's submittal of evidence of State Fund Transfers and payments to San Francisco from businesses identified in the

audit and approved by the City. Payments will be made by City to Contractor after the City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement.

Appendix C
Designation of Contractor as City's Authorized Representative
in Sales or Transactions and Use Tax Records Examination

On behalf of the CITY AND COUNTY OF SAN FRANCISCO ("City"), the City and County of San Francisco Controller's Office ("City Controller's Office"), through this Agreement, hereby designates the Contractor as the authorized City's representative to examine sales or transactions and use tax records.

WHEREAS, pursuant to California Revenue and Taxation Code Section 7056, the City, may designate any officer, employee or any other person to examine all of the sales or transactions and use tax records of the State Board of Equalization ("Board of Equalization") pertaining to sales or transactions and use taxes collected for the City; and

WHEREAS, the City has entered into an agreement for sales tax audit and information services with the firm of MuniServices, LLC (formerly MBIA MuniServices Company), to designate MuniServices, LLC ("Contractor") as the authorized Contractor to examine such sales tax records maintained by the Board of Equalization on behalf of the City;

NOW, THEREFORE:

1. In all respects as set forth above, the City Controller's Office hereby certifies to the Board of Equalization that the Contractor is the designated representative of the City to examine all of the sales or transactions and use tax records of the Board of Equalization pertaining to sales or transactions and use taxes collected by the Board of Equalization on behalf of the City.
2. Pursuant to California Revenue and Taxation Section 7056(b), the City certifies that the Contractor meets all of the following conditions:
 - a. Contractor has an existing contract with the City to examine sales or transactions and use tax records;
 - b. Contractor is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information;
 - c. Contractor is prohibited from performing consulting services for a retailer during the term of the contract; and
 - d. Contractor is prohibited from retaining the information contained in, or derived from, those sales or transactions and use tax records after the contract has expired.

The Contractor's compensation shall be 18% of the new sales and/or use tax revenue received by the City as a result of audit and recovery work performed by the Contractor, as set forth in this Agreement.

City and County of San Francisco

By:  _____

Printed Name: Leo Levenson _____

Date: 8/9/11 _____

Appendix D
Sales Tax Audit Work Authorization No. _____

The following business or businesses, located in the City and County of San Francisco, have been identified as having the potential for generating additional sales tax revenue to the City and County of San Francisco. The Contractor is hereby authorized to contact the given businesses) and the State Board of Equalization to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Board of Equalization, to modify allocation formulas, and to return previous misallocated revenue that may be due to San Francisco.

The Contractor's compensation shall be 18% of the new sales and/or use tax revenue received by the City and County as a result of audit and recovery work performed by the Contractor, as set forth in the Agreement between the Contractor and the City and County of San Francisco.

City and County of San Francisco

By: _____

Printed Name: Leo Levenson

Date: _____

8/9/11

APPENDIX E – Summary of Process for Contesting an Allocation

GROUP A – Getting on the list

These are the steps taken to discover an error and establish a Date of Knowledge.

TASK 1. An error is discovered.

TASK 2. The local jurisdiction submits a petition containing sufficient factual data to support the probability that local tax has been erroneously allocated and distributed, or that district tax has not been distributed or has been erroneously distributed.

GROUP B – Getting a decision at the Allocation Group level

TASK 3. The Board of Equalization Allocation Group will acknowledge and review the petition and issue a written decision to grant or deny it, including the basis for that decision.

TASK 4. If a decision is not issued within six months of the date a valid petition is received, the petitioner may request a decision without regard to the status of its investigation.

TASK 5. If the decision is that an error did occur, a copy of the decision will also be mailed to any substantially affected jurisdiction (certain losing jurisdictions) who may appeal the decision by submitting a written objection within 30 days.

GROUP C – Getting a decision at the Appeals Division level

Step 6 is usually a one or two page objection. The bulk of the work in Quarter 3 is preparing for and arguing the conference. This requires a full development of the facts and any expansion of arguments.

TASK 6. The petitioner or any notified jurisdiction may appeal the supplemental decision within 30 days (60 days if an extension is requested and granted) from the date of mailing. The appeal must state the basis for the objection and include all additional information in its possession that supports its decision.

TASK 7. If a timely objection to its supplemental decision is submitted, the Allocation Group will forward the file to the Appeals Division.

TASK 8. A conference will be scheduled between the petitioner, all notified jurisdictions, and the Sales and Use Tax Department.

TASK 9. Each participant is asked to submit all facts, law, argument, and other information in support of its position to all the participants at least 15 days before the date of the conference.

TASK 10. Generally, within 90 days following the conference, the Appeals Division will prepare a written Decision and Recommendation (D&R) detailing the applicable facts and law(s), and the conclusions reached.

GROUP D – Getting a decision at the Board Member level:
 These steps are for decision at the Board.

TASK 11. The petitioner or any notified jurisdiction may appeal the D&R by submitting a written request for Board hearing within 60 days of the date of mailing of the D&R.

TASK 12. If the D&R or SD&R denies the petition, the petitioner or any notified jurisdiction has 60 days from the date of the mailing to request a Board hearing.

TASK 13. Briefs may be submitted for the Board hearing.

TASK 14. The Board's final decision on a petition for reallocation exhausts all parties' administrative remedies on the matter.

TASK 15. The matter may then be appealed to the Superior Court.

PAYMENT MATRIX

Payment Matrix					
		Correction			
		Group A	Group B	Group C	Group D
Transfer	Group A	80%	60%	40%	20%
	Group B		80%	60%	40%
	Group C			80%	60%
	Group D				80%

MuniServices First Amendment

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

Agreement between the City and County of San Francisco and

MUNISERVICES, LLC

First Amendment

THIS AMENDMENT (this "Amendment") is made as March 10, 2014 in the City and County of San Francisco, State of California, by and between: MuniServices, LLC ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the contract end date to June 30, 2015.

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

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2011 between Contractor and City.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2, Term of the Agreement currently reads as follows:

2. Term of Agreement. Subject to Section 1; the term of this Agreement shall be from July 1, 2011, to June 30, 2014 with the option to extend the term of the Agreement for up to two additional years, at the City's sole and absolute discretion.

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

2. **Term of Agreement.** Subject to Section 1, the term of this Agreement shall be from July 1, 2011, to June 30, 2015 with the option to extend the term of the Agreement for one additional year, at the City's sole and absolute discretion.

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

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

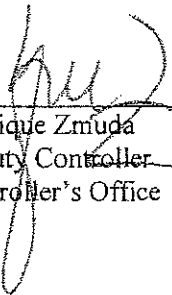
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

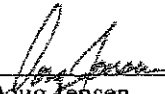
CONTRACTOR

Recommended by:

MuniServices, LLC



Monique Zmuda
Deputy Controller
Controller's Office

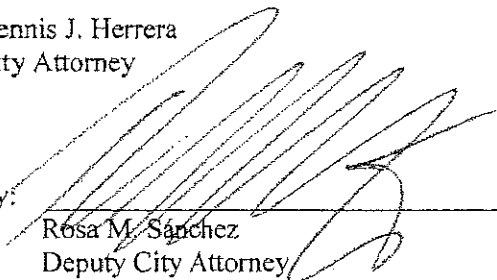


Doug Jensen
Senior Vice President of Client Services
7335 North Palm Bluffs Ave.
Fresno, CA 93711

City vendor number: 56079

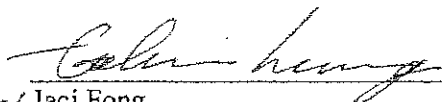
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Rosa M. Sanchez
Deputy City Attorney

Approved:



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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ADULT PROBATION Dept. Code: ADP

Type of Request: Initial Modification of an existing PSC (PSC # 4077 11/12)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Develop, Monitor, and Manage a Community Assessment Center

Funding Source: General Fund

PSC Original Approved Amount: \$6,142,957 PSC Original Approved Duration: 06/01/12 - 06/30/17 (5 years 4 we

PSC Mod#1 Amount: \$3,071,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$3,786,043 PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$13,000,000 PSC Cumulative Duration Proposed: 5 years 4 weeks

1. Description of Work

A. Scope of Work:

This proposed contract is to create and operate a one-stop Community Assessment and Services Center (CASC) to provide services to high risk high need individuals who are under the supervision of the Adult Probation Department. A variety of individualized and grouped services will be provided from dawn until dusk. The services will be both by appointment and on a drop-in basis to include but not be limited to case management for individuals who have serious mental illness, substance abuse assessment/referrals, remedial and basic education and connection to opportunities for higher education, vocational assessment and employment training, assessment for government benefits, cognitive behavioral groups, parenting and family strengthening support/advice and housing referrals and assistance.

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

The Community Assessment and Services Center (CASC) is a core strategy of the San Francisco Public Safety Realignment and Post Release Community Supervision 2011 Implementation Plan, and the success of realignment in San Francisco is contingent on the successful implementation of all strategies contained in the plan. Denial of this request would result in a complete absence of vital services for high risk supervisees of the Adult Probation Department (APD). Without this service, Clients of APD will be more likely to re-offend, relapse, and/or remain disconnected from critically needed social and behavioral health services.

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, through this PSC

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

2. Union Notification: On 07/03/15, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4077 11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Ability to deliver services dawn to dusk, seven days a week, with on-call services at night. knowledge of local public, non-profit and private care providers to support CASC on a referral basis. Ability to provide case management, provide substance abuse assessment and referrals, and employment skills, assessment for government benefits, cognitive behavioral groups, parenting and family strengthening advise and housing referrals and assistance.

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. Contractor will provide a facility in which services will be provided and in which four City employees (2 Deputy Probation Offices (8444) and 2 Social workers (2932)) will work performing tasks different but complementary to those provided by Contractor, e.g., supervision and monitoring of clients, including electronic monitoring, collecting samples for drug testing and developing Court reports.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Services are to be 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 team that encompasses more than one CCSF classification. Thus, several different classification may perform some of the service of this contract, however, there is no one classification that performs the full range of services. See Attachment for additional information.

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?

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 07/03/15 BY:

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

Address: 880 Bryant Street Room 200 San Francisco, CA 94103

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 4077 11/12 - MODIFICATIONS

dhr-psccordinator@sfgov.org on behalf of diane.lim@sfgov.org

Fri 7/3/2015 11:30 AM

Inbox

To: Lim, Diane (ADP) <diane.lim@sfgov.org>; jb@local16.org <jb@local16.org>; Lopez, Ricardo (PDR) <ricardo.lopez@sfgov.org>; Basconcello, Katherine (PUC) <kbascconcello@sfgwater.org>; Sandeep.Jal@seiu1021.me <Sandeep.Jal@seiu1021.me>; pcamarillo_seiu@sbcglobal.net <pcamarillo_seiu@sbcglobal.net>; Carey.dall@seiu1021.org <Carey.dall@seiu1021.org>; richardisen@gmail.com <richardisen@gmail.com>; Wendy.Frigillana@seiu1021.org <Wendy.Frigillana@seiu1021.org>; pscreview@seiu1021.org <pscreview@seiu1021.org>; joe.brenner@seiu1021.org <joe.brenner@seiu1021.org>; agonzalez@iam1414.org <agonzalez@iam1414.org>; ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>; leah.berlanga@seiu1021.org <leah.berlanga@seiu1021.org>; gail@sffdlocal798.org <gail@sffdlocal798.org>; cityworker@sfcwu.org <cityworker@sfcwu.org>; davidmkersten@gmail.com <davidmkersten@gmail.com>; djohnson@opcmialocal300.org <djohnson@opcmialocal300.org>; hodlocal@pacbell.net <hodlocal@pacbell.net>; ablood@cirseiu.org <ablood@cirseiu.org>; pkarinen@nccrc.org <pkarinen@nccrc.org>; tony@dc16.us <tony@dc16.us>; stevek@bac3-ca.org <stevek@bac3-ca.org>; xiumin.li@seiu1021.org <xiumin.li@seiu1021.org>; Poon, SinYee (HSA) (DSS) <sin.yee.poon@sfgov.org>; smcgarry@nccrc.org <smcgarry@nccrc.org>; rmitchell@twusf.org <rmitchell@twusf.org>; grojo@local39.org <grojo@local39.org>; jduritz@uapd.com <jduritz@uapd.com>; staff@sfmea.com <staff@sfmea.com>; mike@dc16.us <mike@dc16.us>; khughes@ibew6.org <khughes@ibew6.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; sfsmsa@gmail.com <sfsmsa@gmail.com>; mshelley@dc16.us <mshelley@dc16.us>; david.canham@seiu1021.org <david.canham@seiu1021.org>; joe.tanner@seiu1021.net <joe.tanner@seiu1021.net>; Larry.Bradshaw@seiu1021.org <Larry.Bradshaw@seiu1021.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; LiUNA.local261@gmail.com <LiUNA.local261@gmail.com>; local200twu@sbcglobal.net <local200twu@sbcglobal.net>; speedy4864@aol.com <speedy4864@aol.com>; camaguey@sfmea.com <camaguey@sfmea.com>; ecdemvoter@aol.com <ecdemvoter@aol.com>; tiya.thlang@seiu1021.org <tiya.thlang@seiu1021.org>; Martinez, Veronica (ADP) <veronica.martinez@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Isen, Richard (TIS) <richard.isen@sfgov.org>;

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 \$3,786,043 for services for the period February 6, 2012 – June 30, 2017. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3586>

Email sent to the following addresses: Please check the record to see if you

Additional Attachment(s)

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

This PSC is for creating and running the operations of a Community Assessment and Services Center. The operation of the center are expected to be ongoing, therefore the need for the PSC duration to be longer than five years.

Furthermore, although the PSC was approved on February 2012 the contract for this service wasn't approved until June 2012, with the term ending on June, 30 2017, which only extends the PSC duration to five years and four weeks.

4A. Explain why civil services classes are not applicable (additional information):

Evidence based practices indicate that a combination of law enforcement and culturally competent auxiliary services (case management, workforce development and placement, education, independent living skills, etc.) are needed in order to effectively serve people on probation supervision. This combination allows for effective rehabilitation of clients and recidivism reduction, which in turn increases public safety in the City.

The services required are to be 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 team that encompasses more than one CCSF classification. Thus, several different classifications may perform some of the service of this contract; however, there is no one classification that performs the full range of services.

Specifically, 1400 series and 2932 (Receptionist and Social Worker classes) must be provided by contractor and not the City because this model allows for a more effective partnership between APD and community based organizations providing services for clients. The 8444 (Probation Officer class) could not be used for these services because some of the responsibilities expected from contractor (comprehensive therapeutic case management services, for example) cannot be provided by our probation officers per their union contracts. Finally, the expectation under this contract is for services to be provided at the Community Assessment and Services Center 24 hours a day, 7 days a week, which APD personnel is not able to cover without the support from an outside provider.

I. INTRODUCTION

A. Project Summary

The San Francisco Adult Probation Department (SFAPD) has issued this Request for Proposals (RFP) to identify a highly qualified non-profit or for-profit entity, or collaboration of such entities, that will establish and operate a Reentry Community Assessment and Services Center (CASC) that incorporates evidence-based theories and practices into facility operations and criminal justice services delivery.

1. The initial budget for the CASC for a period of 13 months (June 1, 2012 – June 30, 2013) will be as follows:

- A maximum of \$1,373,026 is available to fund expenses associated with CASC oversight and services operations (excludes facility rent/lease cost).
- The SFAPD also has funding to cover rent/lease and operations costs for a facility (for both CASC and PRCS/1170 (h) field services). The SFAPD is requesting that proposers review all of the facility, services and other specifications that are described herein, determine the bid scenario under which they will apply, propose a facility that can sufficiently meet the specification; and provide actual projected figures for the proposed facility.

2. There are four (4) bid options:

a. Bid exclusively on the CASC program without a facility (\$1,373,026)

- If selected through the process, the SFAPD and the proposer will work together on locating service space for both CASC operator and SFAPD staff.
- If the proposal earns recommendations during the reader review phase of the process, the SFAPD will then conduct a proposer interview to further assess service caliber and partnership potential.

b. Bid on the CASC Program with a CASC Facility (\$1,373,026 + Actual projected rent/lease and operations costs of the proposed CASC Facility)

- The proposer operates criminal justice services, but only has a facility large enough for proposed CASC program and staff (i.e. not enough room for SFAPD staff).
- The SFAPD may apply an additional 10 preference points to the proposal for facility availability during phase III of proposal review.

c. Bid on the CASC Program & Facility and the SFAPD Sub-unit Office at two locations (\$1,373,026 + Actual projected rent/lease operations costs of the proposed CASC Facility)

- The proposer operates criminal justice services and has identified two distinct locations where CASC and SFAPD services can be provided in two spaces that are separated by a maximum distance of 2-blocks.

RFP for Community Assessment and Service Center

- The SFAPD may apply an additional 20 preference points to the proposal for facility availability during phase III of proposal review.
- d. Bid on the CASC Program & Facility and the SFAPD Sub-unit Office at one location (\$1,373,026 + Actual projected rent/lease operations costs of the proposed CASC Facility)
- The proposer operates criminal justice services and has a space that is large enough to accommodate all proposed CASC staff and SFAPD staff.
 - The SFAPD may apply an additional 30 preference points to the proposal for facility availability during phase III of proposal review.

CASC proposals will be evaluated based on merit. Facility information **will not** be a part of the proposal evaluation. Consideration will be given to such criteria as: years of experience administering criminal justice services and contracts, demonstration of capacity to deliver evidence based services, and description of administrative and operational capacity to oversee a multi-purpose center. This will level the playing field amongst all proposals regardless of facility. The end results of reader reviews and third phase interviews may be the SFAPD selecting a proposal from any of the above scenarios and working with the operator as needed to ensure that by June 1, 2012 there is a plan and contract in place to establish the CASC as well as the SFAPD field services.

Proposers should be aware that the City and County of San Francisco/SFAPD is conducting a parallel due diligence process to locate a suitable site that can accommodate both the SFAPD field office and CASC services. In the event the SFAPD identifies a highly probable location, SFAPD will send out an update notice to everyone that requested a copy of the RFP and will post the notice on the SFAPD website. If the SFAPD locates such a space, the rent/lease and operations allocation will be used entirely for rent/lease and facility operations expenses.

While there is not yet a facility, the SFAPD has a clear vision for CASC services. In addition to establishing and overseeing the operations of a high client volume multi-purpose center, the identified operator will also be expected to take leadership of three overarching program areas: 1.) Reentry Transportation, 2.) Rehabilitation Programming, and 3.) Incentives, Rewards and Remedial Sanctioning Programming.

- Anticipated CASC Schedule: Mon – Friday, 8am – 9pm and Saturday, 9am – 3pm. The schedule for the Reentry Transportation component will be dictated by client release schedule from custody – the SFAPD and CASC operator will address releases on a case by case basis. The Reentry Transportation schedule may be outside of those times.
- Target Population: Men, women and transgender clients ages 18 and up on Post-Release Community Supervision (PRCS), Penal Code (PC) 1170(h), Mandatory Supervision PC1170h (5) (B), and Probation, PC1203.

RFP for Community Assessment and Service Center

- The CASC will serve approximately 250 individuals per day (120 participants attending services/groups during morning and afternoon sessions, 50 clients that will be drug tested during morning and afternoon slots, 25 clients in community service/remedial sanctions programs per day, 12 clients working with the CA Department of Motor Vehicles (DMV) per day, 16 clients working with the San Francisco Department of Public Health (SFDPH) per day, and 25 students in 5 Keys Charter School per day). The SFAPD expects around 600 unduplicated individuals per year.

The SFAPD envisions the CASC and SFAPD field services will need the following types of space at either a co-located (or closely located) facility:

Staff	Space Size/Additional Information
APD Staff / (PRCS and 1170 (h) Units)	*(Funding for this space to be provided by SFAPD)
1 Division Director	1 Person per office (1 office needed)
2 Supervising Deputy Probation Officers	1 Person per office (2 offices needed)
15 Deputy Probation Officers	2 People per office (8 offices needed)
1 SFAPD Clerk	Work station located in a lobby area that is large enough for up to 10 probationers to wait.
2 DPH Social Workers	2 People per office (1 office needed)
4 Interview Rooms	4 medium sized rooms to accommodate up to 3 people and equipment (4 rooms needed)
3 Additional SFAPD Reentry/DPH Staff	3 small-medium office spaces
1 Large Wheelchair Accessible Restroom	1 large wheelchair accessible bathroom
Copy Room	Large enough room for copier/printer, fax and storage for supplies.
Network/Server Needs	1 Network Server
Copier/Fax Etc.	1 Large Industrial Copier/Printer and Fax Machine
Interview Room Supplies	4 Televisions, Cameras, related equipment
Total Offices/Space Needed for SFAPD	22 Offices/Interview Rooms/SFAPD Lobby/Restrooms
Total Computers/Stations Needed	23 Computers
CASC Programming	Envisioned Space Needs
Elevator (s) If facility is more than 1 floor	Elevator (s)
CASC Program Director	1 person per office (1 large office)
6 Case Managers	2 people per office – large offices (3 offices)
2 Employment Specialists	2 people per office – large office (1 office)
Intake/Administrative Specialist	1 large intake-reception lobby area big enough to accommodate up to 15 people waiting at any time.
2 Security Monitors	2 people per office – large office (1 office)
2 Transportation Staff	2 people per office – large office (1 office)
1 Fiscal Director and 1 Accountant	2 people per office - large office (1 office)
Staff Break Room	1 medium sized room with refrigerator, sink, cabinets, and table.
Large Restroom for Remedial Sanctions Drug Testing	1 large restroom with locked cabinets and a locked refrigerator for storing drug testing and other supplies. Must be wheelchair accessible.
Cafeteria	Eating space for up to 20 people to eat. Storage

RFP for Community Assessment and Service Center

	space in this room required.
Kitchen	Medium sized kitchen for storing client food and meal; including appropriate appliances and equipment.
Social Space	Large space with accommodating furniture where clients can congregate in a social milieu.
Public Access Computer Center	Large enough space for 5 public access computers, a printer, fax, and 2 telephones for clients to check voice mails (for work-related purposes).
5 Keys Charter School	1 classroom that is large enough for 15 computer work stations, teacher and aide work stations, and a small student conference table.
Classroom 1: Cognitive Behavioral Group 1	Large room that can accommodate one instructor and a group of 10 people at a time; locked room.
Classroom 2: Cognitive Behavioral Group 2	Large room that can accommodate one instructor and a group of 10 people at a time; locked room.
Classroom 3: Anger Management Group	Large room that can accommodate one instructor and a group of 10 people at a time; locked room.
Classroom 4: Substance Abuse Treatment Group	Large room that can accommodate one instructor and a group of 10 people at a time; locked room.
Classroom 5: Parenting Group	Large room that can accommodate one instructor and a group of 10 people at a time; locked room.
Classroom 6: Vocational Technical Instruction	Large room that can accommodate one instructor and a group of 10 people at a time; locked room.
Partner Service Room # 1 – DMV Office	1 small-medium office for DMV staff to issue I.D.s
Partner Service Room # 2 – HSA Office	1 small-medium office for Benefits Counseling
Partners Service Room # 3 – Housing Counseling	1 small-medium office for Housing Counseling
Partner Service Room # 4 – SF DPH Room	1 small-medium office for counseling and other social work/health-related client consultation.
Clothing Closet	1 room to accommodate a large supply of professional and casual clothes, shoes, jackets, etc.
General Supply Closet	Medium sized locked space for program/CASC supplies.
Child Care Room	1 large room
Copy Room	1 large room for copier/printer and supplies/storage
Network/Computer Room	1 large locked room for computer, network, IT etc.
Conference Rooms (4)	2 large conference rooms, 1 medium and 1 small
2 Additional Wheelchair Accessible Restrooms	2 restrooms – Must be wheelchair accessible
Total Anticipated Programming Spaces Needed	Elevator (s); 27 large accessible spaces for lobby, classes, groups, conference and restrooms; 9 additional small/medium accessible spaces for offices, supply and storage closets, and kitchen.
Total Anticipated Computers/Stations	44 computers

San Francisco has long been searching to formalize best practice strategies that can successfully address local recidivism rates which continue to be significantly higher than state and national

averages. California is faced with an unprecedented mandate to make significant criminal justice reforms in the wake of ongoing statewide criminal justice budget shortfalls, corrections strategies that have failed to keep people from recycling through the criminal justice system, and the US Supreme Court decision to reduce California prison overcrowding by 2013. The Criminal Justice Realignment Act of 2011 became operative on October 1, 2011 and made significant changes to the sentencing and supervision of offenders convicted of felony offenses. This Act shifts custody for "low level offenders" from prison to county jail, transfers their supervision from State Parole to the County; and necessitates a comprehensive plan to effectively implement these significant changes without compromising public safety. The CASC is a cornerstone of the City and County of San Francisco's Public Safety Realignment and Post Release Community Supervision 2011 Implementation Plan. The SFAPD is confident that this public and private CASC partnership will become a best recidivism reduction practice and looks forward to developing meaningful partnership with a primary operator and additional strategic collaborations with other public, private; and non-profit partners.

B. Mission, Vision, and Values

The SFAPD is guided by the following Mission, Vision, and Values:

Mission

"Protecting the Community, Serving Justice and Changing Lives"

Vision

The San Francisco Adult Probation Department achieves excellence in community corrections, public safety and public service through the integration of Evidence Based Practices and a victim centered approach into our supervision strategies. We collaborate with law enforcement, Courts, Department of Public Health, victim organizations and community based organizations to provide a unique blend of enforcement, justice, and treatment. We are leaders in our profession, exemplifying the highest standards. We extend a continuum of integrated services to address our probationers' criminogenic needs and empower them to become productive law-abiding citizens.

Values: P.R.O.T.E.C.T. Our Community

Protect: We value protection of the residents of the City and County of San Francisco.

Respect: We value respect and personal wellness for ourselves, each other and all members of the community.

Opportunities: We value providing opportunities for offender rehabilitation, improved public safety, victim restoration, and maximizing officer and employee potential.

Teamwork: We value teamwork and cooperation through partnerships with all justice and community stakeholders.

Ethics: We value impartiality, accountability, diversity, professionalism, and a strong work ethic.

Commitment: We value our commitment to Public Safety and Public Service.

Trust: We value the trust placed in us by the public we serve and perform our duties with integrity and possess the skills-set unique to our profession through systematic integration of Evidence Based Principles.

This RFP seeks proposers that have a service delivery philosophy that is aligned with the department's mission, vision, and values.

C. CASC Goals and Outcomes Measures

At a minimum, the SFAPD will require a focus on the following CASC goals and outcomes measures. During contract negotiations, the SFAPD and operator may determine additional goals or outcomes measures to be captured. The executed contract will reflect the update.

Goals

- Reduce recidivism amongst target population.
- Reduce returns to custody for new arrests.
- Reduce arrests amongst target population.
- Reduce probations violation amongst target population.

Outcomes Measures

- 50 percent of clients will complete ITRP goals at CASC.
- Of the 50 percent who met their ITRP treatment goals, 60 percent will be in stable housing, gainfully employed, or enrolled in an education program, trade school, community college, or an adult school to become more employment-ready.
- A minimum of 10 percent of clients will participate in the Alumni Group for a minimum of 6 months.

II. ELIGIBILITY, CONTRACT AMOUNT AND TERM

A. Eligibility

- Non-profit and for-profit proposers are eligible to apply.
- Collaborative proposals are encouraged.
- Proposers (not including sub-grantees) must be City approved vendors in good standing, enrolled in Paymode X/ACH, and must also become compliant with the 12B Equal Benefits Ordinance.

B. Contract Amount, Term and Award

The City & County of San Francisco will allocate up to \$1,373,026 CASC services as well as additional funds to cover facility rent/lease and operations costs:

- A maximum of \$1,373,026 is available to fund expenses associated with CASC oversight and services operations (excludes facility rent/lease cost).

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY Dept. Code: MTA

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4098-08/09)

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

Type of Service: Development of RFP & Project Oversight of Installation of Security Cameras in Muni's Subway St

Funding Source: Security Grant from TSA

Table with 2 columns: PSC Original Approved Amount/Duration, PSC Mod#1-4 Amount/Duration, PSC Cumulative Amount Proposed/Duration Proposed.

1. Description of Work

A. Scope of Work:

Contractor will provide technical assistance with the procurement of a new Closed Circuit Television (CCTV) system to be installed in subway stations and other SFMTA facilities.

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

This is a critical infrastructure enhancement that would provide a higher level of security at various SFMTA facilities and on revenue vehicles.

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.

4098-08/09 Mod 2

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

2. Union Notification: On 07/09/15, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Municipal Executive Association;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4098-08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Five (5) or more years of the required skills below are needed:

*Creating and implementing a Master Plan for multiple CCTV projects;

*Developing engineering drawings using CAD technology;

*Developing detailed specification for equipment, materials, logistics and requirements for implementing CCTV project installations in a wide array of...(See Attached.)

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

1824,1825,9180,

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 scope of this service requires specialized knowledge and expertise in the field of security system.

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

No. This is a one-time, specialized project. It would not be practical to adopt a new civil service class.

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?

There is no training included in this contract as it's a one-time project.

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? Alta Consulting Services, Inc.

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

ON 07/09/15 BY:

Name: Cynthia Hamada

Phone: 415.701.5381

Email: cynthia.hamada@sfmta.com

Address: 1 S. Van Ness Avenue, 6th Floor

San Francisco, CA 94103

Receipt of Union Notification(s)

Hamada, Cynthia

From: Hamada, Cynthia
Sent: Thursday, July 09, 2015 5:16 PM
To: DHR-PSCCoordinator, DHR; 'L21PSCReview@ifpte21.org'; rebecca@sfmea.com; staff@sfmea.com
Cc: Kim, Henry; Farhangi, Shahnam; Patel, Ashish; Helms, Mike
Subject: FW: Receipt of Modification Request to PSC # 4098-08/09 - MODIFICATIONS
Attachments: MOD PSC \$400K+\$75K Security Camera Project in Subway Proj MOD3.pdf
Categories: Green Category

DHR-PSC Coordinator: For your review and processing.

Unions: For your information.

Cynthia Hamada
Senior Personnel Analyst
Employee and Labor Relations
San Francisco Municipal Transportation Agency
415.701.5381

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of cynthia.hamada@sfmta.com
Sent: Thursday, July 09, 2015 5:05 PM
To: Hamada, Cynthia; Hamada, Cynthia; DHR-PSCCoordinator, DHR; Isen, Richard
Subject: Receipt of Modification Request to PSC # 4098-08/09 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY – MTA has submitted a modification request for a Personal Services Contract (PSC) for \$75,000 for services for the period August 20, 2015 – June 30, 2016. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3598>

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

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

Additional Attachment(s)

Explanation of Duration

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

The duration modification on PSC #4098-08/09 will allow time to complete the project.

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Five (5) or more years of the required skills below are needed:

- Creating and implementing a Master Plan for multiple CCTV projects;
- Developing engineering drawings using CAD technology;
- Developing detailed specification for equipment, materials, logistics and requirements for implementing CCTV project installations in a wide array of highly sensitive environments;
- Developing project RFPs for a broad range of high technology video installation platforms.

TSA = Transportation Security Administration

CAD = Computer Aided Design

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY Dept. Code: MTA

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 39548 - 13/14)

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

Type of Service: Multimedia Design Services

Funding Source: Operating Budget

PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 12/01/13 - 01/30/15 (1 year 8 wee
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 02/14/14-04/01/16 (1 year 8 weeks)
PSC Mod#2 Amount: \$200,000 PSC Mod#2 Duration: 08/18/15-06/30/17 (1 year 12 weeks)
PSC Cumulative Amount Proposed: \$300,000 PSC Cumulative Duration Proposed: 3 years 30 weeks

1. Description of Work

A. Scope of Work:

The consultant will provide creative support for the San Francisco Municipal Transportation Agency's (SFMTA) Communications division during peak periods. Will respond to design and multimedia demands using: infographic; dynamic signage; animated/film video production; preparation and design of format; page/screen layouts; in-house production videos; interactive illustrations; and interactive publishing.

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

This service is necessary because SFMTA needs to deliver a full-range of multimedia design work. Denial of this service would continue this void in customer service and public information dissemination that will support SFMTA's efforts to effectively communicate with the community, government and regulating entities.

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? No.

2. Union Notification: On 07/10/15, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 39548 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/17/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

At least 7 years of multimedia design experience. Excellent knowledge of: commercial or graphic art and desktop publishing work; techniques of effective presentation; multimedia design and layout work; infographic for reports; formats; various dynamic platform; video production; three-dimensional and multimedia display and exhibits.

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

5320,

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

The Contractor will provide his/her own design laptop with software and other necessary equipment to produce the service deliverables.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

This contract will address special project needs related to using the latest technology. The most efficient way to respond to this is through a service provider that is knowledgeable in all areas when the immediate need arises. There is no group of classifications that provides all of these services.

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

Civil service classes exist. There's no civil service class that performs the full range of services. These services are as-needed, short term, and project driven.

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
Monroy Cover Design.

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

ON 07/10/15 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 South Van Ness Avenue, 6th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Hamada, Cynthia

From: dhr-psccordinator@sfgov.org on behalf of cynthia.hamada@sfmta.com
Sent: Friday, July 10, 2015 4:24 PM
To: Hamada, Cynthia; L21PSCReview@ifpte21.org; Hamada, Cynthia; DHR-PSCCoordinator, DHR; Isen, Richard
Subject: Receipt of Modification Request to PSC # 39548 - 13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$200,000 for services for the period August 18, 2015 – June 30, 2017. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1264>

Email sent to the following addresses: L21PSCReview@ifpte21.org