



Gavin Newsom  
Mayor

Micki Callahan  
Human Resources Director

Date: September 20, 2010  
To: The Honorable Civil Service Commission  
Through: Micki Callahan  
Human Resources Director  
From: Kan Ktun, ART  
Joan Lubamersky, GSA

**Subject: Personal Services Contracts Approval Request**

This report contains two (2) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on July 1, 1996.

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

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

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

| Total of this Report | YTD Expedited Approvals<br>FY 2010-2011 | Total for FY 2010-2011 |
|----------------------|---|------------------------|
| \$125,000            | \$420,700                               | \$82,702,217           |

Kan Htun  
San Francisco Arts Commission  
25 Van Ness Ave., Ste. 240  
San Francisco, Ca 94102

Joan Lubamersky  
GSA/Office of Labor Standards Enforcement  
One Carlton B. Goodlett Place, Rm 362  
San Francisco, CA 94102

**POSTING FOR**

9/20/2010

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

| PSC No     | DeptNo | Dept Description        | Approval Type | Modified Amount | Cumulative Total | Description of Work  | Start Date - End Date |
|------------|--------|-------------------------|---------------|-----------------|------------------|--|-----------------------|
| 3056-09/10 | 28     | Art Commission          | Expedited     | \$30,000        | \$57,000         | Contractor will assist Arts Commission and the Mexican Museum in developing a programmatic and curatorial vision for a new, multi-use museum in the Yerba Buena Arts District. Contractor will work with the Mexican Museum board of directors to meet specific planning deliverables, including but not limited to a multi-year audit, crafting job descriptions & hiring key staff positions; developing fundraising strategy; collection conservation, storage, cataloging & lending policies.  | 1/1/2010 - 12/31/2010 |
| 4020-06/07 | 70     | General Services Agency | Regular       | \$95,000        | \$195,000        | The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U) authorizes OLSE to monitor contractors' compliance with the Ordinance. This extension of the PSC duration and adding funds are requested because the contract monitoring was delayed. The Ordinance provides that until such time as the City determines that it is able to adequately monitor compliance using city personnel, the City shall enter into a professional services contract with an independent non profit organization for assistance in monitoring compliance. The vendor will monitor compliance by contractors located outside the Bay Area and abroad (e.g. Mexico, India, China, Dominican Republic and other foreign countries), that provide goods to the City. Currently, the Ordinance applies only to apparel, garments (uniforms), related accessories and textiles. | 8/15/2006 - 9/28/2012 |



PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 9, 2010 Original PSC Date:

DEPARTMENT NAME: San Francisco Arts Commission DEPARTMENT #: 28

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

TYPE OF REQUEST: [ ] INITIAL REQUEST [x] MODIFICATION (PSC# No. 3056-09/10)

TYPE OF SERVICE: Curatorial and Vision Planning for the Mexican Museum

FUNDING SOURCE: SF Redevelopment Agency

ORG. PSC AMOUNT: \$27,000 ORG. PSC DURATION: 1/1/10-12/31/10
PSC Modification: \$30,000 Modification Duration: 8/9/10-6/30/11
Total Amount: \$57,000 Total PSC Duration: 1/1/10-6/30/11

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Contractor will assist the Arts Commission and the Mexican Museum in developing a programmatic and curatorial vision for a new, multi-use museum in the Yerba Buena Arts District. Contractor will work with the Mexican Museum board of directors to meet specific planning deliverables, including but not limited to a multi-year audit ... (see attached)

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

This work requires a level of executive museum expertise we do not have on staff; it is a unique and specific skill set regarding all aspects of museum operations, management and programmatic and space planning, art collection and storage, along with board development and fund raising. Without the contractor we would not be able to oversee this important City initiative, which involves an MOU and partnership with the SF Redevelopment Agency.

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

This service has been provided in the past (No. 3056-09/10). This remains a special, one-time project that the Arts Commission is working on in partnership with the SF Redevelopment Agency.

D. Will the contract(s) be renewed: At this time, there are no plans for renewal. This is a one-time contract.

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
Union Name

Rachelle Ouel
Signature of person mailing/faxing form

8/9
Date

I.F.P.T.E., Local 21
Union Name

Rachelle Ouel
Signature of person mailing/faxing form

8/9
Date

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

\*\*\*\*\*

Signature 8/10/10

FOR DEPARTMENT OF HUMAN RESOURCES USE
PSC# No. 3056-09/10

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The contractor must have extensive experience with all aspects of directing a museum and must have familiarity working with the SF Redevelopment Agency. Contractor must be versed in museum operations, curatorial planning, board development, fund and membership development, collection conservation, storage & cataloging, usability assessment and hiring practices of museums.

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

None that cover the breadth of expertise required by this consultant. While DPW may have architects who have experience designing museum facilities, they would not have the background required in running the full range of museum operations. City museum workers would not have a specialty in Pre-Development Plans for multi-use facilities. Having reviewed the 3546 Curator IV job description, this class would not have the level of authority or skill required by the contractor position, relative to board development, operations, personnel and leadership authority. Similar to the Project Manager I-IV series (5502, 5504, 5506, 5508), these positions would not be able to direct the high end and high net worth board cultivation and development activities. These positions are geared towards engineering project management and lack the curatorial, art and museum directorship background required. They would be unqualified to create and help implement a curatorial and programmatic vision for a museum in conjunction with the board of directors and the museum staff, as personnel gets hired. The contractor requires an overarching and comprehensive level of arts expertise, and more importantly, experience in directing a museum. The 5500 series identified are not creative, curatorial or artistic positions.

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

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

There are no positions within city government that captures the qualifications listed above. Additionally, the SFRA and the SFAC have determined in conversations, in Arts Commission meetings and at SFRA Commission meetings that a contractor should be hired to perform these duties.

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

No, this work does not require ongoing, year-round service. This is an initiative to produce a pre-development plan for the Mexican Museum; once the deliverables have been met, the work will cease.

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

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

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

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

*Kan Htun*

Signature of Departmental Personal Services Contract Coordinator

Kan Htun

252-4604

Print or Type Name

Telephone Number

25 Van Ness Ave., Suite 240, San Francisco, CA 94102

Address

*PSC Description of project continued from contract form....*

No. 3056-09/10

(including pre-audit); on crafting job descriptions and hiring key staff positions (director, operations, fundraising and registrar); on developing a fundraising strategy for the museum; on board development; on creating a plan, with specific performance milestones, for completing a detailed five-year Operating Budget pro-forma for FY 2013-2017 demonstrating the financial feasibility and sustainability of the new museum facility, which shall include a demand analysis, staffing requirements, fund-raising needs, membership, and earned revenue and expense projections.

Consultant will oversee monthly reports to the Arts Commission to ensure progress is maintained. Contractor will also oversee Board Development to ensure national, state, regional and local representation. The museum's public service goals for the next 24 months must be articulated and communicated via consultant to the Arts Commission and fundraising goals must reflect public service goals for both the short- and long-term. Consultant will oversee a cataloging and conservation plan development, as well as the exploring and establishing of partnerships and collaborations with other cultural organizations as a means of improving organizational and operating stability. Lastly, the consultant will oversee and ensure delivery of Consolidated Final Pre-Development Plan to the San Francisco Redevelopment Agency.

3B. This contractor position must have more than administrative experience. They must be familiar with museum pre-development plans and operations in order to ensure that the grantee (the Mexican Museum) is adequately meeting their requirements in the grant agreement. The contractor will assist the museum as they define job descriptions, solicit volunteer and staff support and navigate through the various SFRA and SFAC grant agreement items (from overseeing a pre-audit, and multi-year audit, recruiting appropriate new board members (from around the country and the region), completing a five-year operating budget, detailing fundraising plans, membership revenue and other earned revenue and expense projections.

This amendment is being submitted as the contract with the Mexican Museum has been extended by the SF Redevelopment Agency and as additional funding has been approved for both this contract and for the museum to meet its pre-development requirements.

Contractor has been working closely with the museum to articulate a curatorial and programmatic vision as well as to assist the Board of Directors with their efforts to prepare the museum to hire multiple staff members. Curatorial assistance has been coupled with financial and standard museum practices assistance.

# Transmission Report

Date/Time  
Local ID 1  
Local ID 2

08-09-2010  
415 252 2595

11:14:33 a.m.

Transmit Header Text  
Local Name 1  
Local Name 2

SF Arts Commission

**This document : Confirmed**  
**(reduced sample and details below)**  
**Document size : 8.5"x11"**

### PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 9, 2010 Original PSC Date:  
DEPARTMENT NAME: San Francisco Arts Commission DEPARTMENT #: 28  
TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING \_\_\_\_\_)  
 CONTINUING  ANNUAL  
TYPE OF REQUEST:  
 INITIAL REQUEST  MODIFICATION (PSC# No. 3056-09/10)  
TYPE OF SERVICE: Curatorial and Vision Planning for the Mexican Museum  
FUNDING SOURCE: SF Redevelopment Agency  
ORG. PSC AMOUNT: \$27,000 ORG. PSC DURATION: 1/1/10-12/31/10  
PSC Modification: \$30,000 Modification Duration: 8/9/10-8/30/11  
Total Amount: \$57,000 Total PSC Duration: 1/1/10-8/30/11

**1. DESCRIPTION OF WORK**

- A. Concise description of proposed work:  
*Contractor will assist the Arts Commission and the Mexican Museum in developing a programmatic and curatorial vision for a new, multi-use museum in the Yerba Buena Arts District. Contractor will work with the Mexican Museum board of directors to meet specific planning deliverables, including but not limited to a multi-year audit ... (see attached)*
- B. Explain why this service is necessary and the consequences of denial:  
*This work requires a level of executive museum expertise we do not have on staff; it is a unique and specific skill set regarding all aspects of museum operations, management and programmatic and space planning, art collection and storage, along with board development and fund raising. Without the contractor we would not be able to oversee this important City initiative, which involves an MOU and partnership with the SF Redevelopment Agency.*
- C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):  
*This service has been provided in the past (No. 3056-09/10). This remains a special, one-time project that the Arts Commission is working on in partnership with the SF Redevelopment Agency.*
- D. Will the contract(s) be renewed: *At this time, there are no plans for renewal. This is a one-time contract.*

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

|   |   |                    |
|---|---|--------------------|
| <u>SEIU Local 1021</u><br>Union Name      | <i>Machelle Ouel</i><br>Signature of person mailing/faxing form | <u>8/9</u><br>Date |
| <u>I.F.P.T.E., Local 21</u><br>Union Name | <i>Machelle Ouel</i><br>Signature of person mailing/faxing form | <u>8/9</u><br>Date |
| RFP sent to _____, on _____               | _____   | _____              |
| Union Name                                | Date  | Signature          |

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# No. 3056-09/10  
STAFF ANALYSIS/RECOMMENDATION:  
CIVIL SERVICE COMMISSION ACTION:

PSC FORM 7 REV (0006)

Total Pages Scanned : 2

Total Pages Confirmed : 2

| No. | Job | Remote Station | Start Time               | Duration | Pages | Line | Mode | Job Type | Results |
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**LOCAL 21 IFPTE**

**Abbreviations:**

|                  |                   |                   |                          |
|------------------|-------------------|-------------------|--------------------------|
| HS: Host send    | PL: Polled local  | MP: Mailbox print | TU: Terminated by user   |
| HR: Host receive | PR: Polled remote | CP: Completed     | TS: Terminated by system |
| WS: Waiting send | MS: Mailbox save  | FA: Fall          | RP: Report               |
|                  |                   |                   | G3: Group 3              |
|                  |                   |                   | EC: Error Correct        |

# Transmission Report

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 Local ID 1: 415 252 2595 Local Name 1: SF Arts Commission  
 Local ID 2: Local Name 2:

**This document : Confirmed**  
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**Document size : 8.5"x11"**

### PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 9, 2010 Original PSC Date:  
 DEPARTMENT NAME: San Francisco Arts Commission DEPARTMENT #: 28  
 TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING \_\_\_\_\_)  
 CONTINUING  ANNUAL  
 TYPE OF REQUEST:  
 INITIAL REQUEST  MODIFICATION (PSC# No. 3056-09/10)  
 TYPE OF SERVICE: Curatorial and Vision Planning for the Mexican Museum  
 FUNDING SOURCE: SF Redevelopment Agency  
 ORG. PSC AMOUNT: \$27,000 ORG. PSC DURATION: 1/1/10-12/31/10  
 PSC Modification: \$30,000 Modification Duration: 8/9/10-8/30/11  
 Total Amount: \$57,000 Total PSC Duration: 1/1/10-8/30/11

**1. DESCRIPTION OF WORK**

- A. Concise description of proposed work:  
*Contractor will assist the Arts Commission and the Mexican Museum in developing a programmatic and curatorial vision for a new, multi-use museum in the Yerba Buena Arts District. Contractor will work with the Mexican Museum board of directors to meet specific planning deliverables, including but not limited to a multi-year work ... (see attached)*
- B. Explain why this service is necessary and the consequences of denial:  
*This work requires a level of executive museum expertise we do not have on staff; it is a unique and specific skill set regarding all aspects of museum operations, management and programmatic and space planning, art collection and storage, along with board development and fund raising. Without the contractor we would not be able to oversee this important City initiative, which involves an MOU and partnership with the SF Redevelopment Agency.*
- C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):  
*This service has been provided in the past (No. 3056-08/10). This remains a special, one-time project that the Arts Commission is working on in partnership with the SF Redevelopment Agency.*
- D. Will the contract(s) be renewed: *At this time, there are no plans for renewal. This is a one-time contract.*

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

|   |   |                                      |
|---|---|--------------------------------------|
| <u>SEIU Local 1021</u><br>Union Name      | <i>Rachelle Paul</i><br>Signature of person mailing/faxing form | <u>8/9</u><br><u>2010/10</u><br>Date |
| <u>I.F.P.T.E., Local 21</u><br>Union Name | <i>Rachelle Paul</i><br>Signature of person mailing/faxing form | <u>8/9</u><br><u>2010/10</u><br>Date |

RFP sent to \_\_\_\_\_, on \_\_\_\_\_, at \_\_\_\_\_  
 Union Name Date Signature

**FOR DEPARTMENT OF HUMAN RESOURCES USE**  
 PSC# No. 3056-09/10  
 STAFF ANALYSIS/RECOMMENDATION:  
 CIVIL SERVICE COMMISSION ACTION:

Total Pages Scanned : 2

Total Pages Confirmed : 2

| No. | Job | Remote Station | Start Time               | Duration | Pages | Line | Mode | Job Type | Results |
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| 001 | 921 | 4154318241     | 11:12:18 a.m. 08-09-2010 | 00:00:38 | 2/2   | 1    | EC   | HS       | CP26400 |

LOCAL 1021 SEIU

**Abbreviations:**

- |                  |                   |                   |                          |
|------------------|-------------------|-------------------|--------------------------|
| HS: Host send    | PL: Polled local  | MP: Mailbox print | TU: Terminated by user   |
| HR: Host receive | PR: Polled remote | CP: Completed     | TS: Terminated by system |
| WS: Waiting send | MS: Mailbox save  | FA: Fail          | RP: Report               |
|                  |                   |                   | G3: Group 3              |
|                  |                   |                   | EC: Error Correct        |



PERSONAL SERVICES CONTRACT SUMMARY

DATE: December 17, 2009 Revision #4 Date: December 22, 2009

DEPARTMENT NAME: San Francisco Arts Commission DEPARTMENT NUMBER 28

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

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

TYPE OF SERVICE: Curatorial and Vision Planning for the Mexican Museum

FUNDING SOURCE: SF Redevelopment Agency

PSC AMOUNT: \$27,000 PSC DURATION: 1/1/10 - 12/31/10

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Contractor will assist the Arts Commission and the Mexican Museum in developing a programmatic and curatorial vision for a new, multi-use museum in the Yerba Buena Arts District.

B. Explain why this service is necessary and the consequences of denial: This work requires a level of executive museum expertise we do not have on staff; it is a unique and specific skill set regarding all aspects of museum operations, management and programmatic and space planning, art collection and storage, along with board development and fund raising.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service has not been provided in the past. It is a special, one-time project that the Arts Commission is working on for the SF Redevelopment Agency.

D. Will the contract(s) be renewed: At this time, there are no plans for renewal. This is a one-time contract.

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

Table with 3 columns: Union Name, Signature of person mailing/faxing form, Date. Rows for SEIU Local 1021 and I.F.P.T.E., Local 21.

RFP sent to Union Name, on Date, Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3056-09/10 STAFF ANALYSIS/RECOMMENDATION:

Approval Date: January 14, 2010

By: Micki Callahan, Human Resources Director

Vertical stamp: 10 JAN -5 PM 2:51

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

*The contractor must have extensive experience with all aspects of directing a museum and must have familiarity working with the SF Redevelopment Agency. Contractor must be versed in museum operations, curatorial planning, board development, fund and membership development, collection conservation, storage & cataloging, usability assessment and hiring practices of museums.*

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

*None that cover the breadth of expertise required by this consultant. While DPW may have architects who have experience designing museum facilities, they would not have the background required in running the full range of museum operations. City museum workers would not have a specialty in Pre-Development Plans for multi-use facilities. Having reviewed the 3546 Curator IV job description, this class would not have the level of authority or skill required by the contractor position, relative to board development, operations, personnel and leadership authority. Similar to the Project Manager I-IV series (5502, 5504, 5506, 5508), these positions would not be able to direct the high end and high net worth board cultivation and development activities. These positions are geared towards engineering project management and lack the curatorial, art and museum directorship background required. They would be unqualified to create and help implement a curatorial and programmatic vision for a museum in conjunction with the board of directors and the museum staff, as personnel gets hired. The contractor requires an overarching and comprehensive level of arts expertise, and more importantly, experience in directing a museum. The 5500 series identified are not creative, curatorial or artistic positions.*

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

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

*There are no positions within city government that captures the qualifications listed above. Additionally, the SFRA and the SFAC have determined in conversations, in Arts Commission meetings and at SFRA Commission meetings that a contractor should be hired to perform these duties.*

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

*No, this work does not require ongoing, year-round service. This is an initiative to produce a pre-development plan for the Mexican Museum; once the deliverables have been met, the work will cease.*

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"/> |
|--------------------------|-------------------------------------|

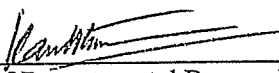
E. Has a board or commission determined that contracting is the most effective way to provide this service?

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

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

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

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

  
 \_\_\_\_\_  
 Signature of Departmental Personal Services Contract Coordinator

**Kan Htun**  
 \_\_\_\_\_  
 Print or Type Name

**252-4604**  
 \_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 25 Van Ness Ave., Suite 240, San  
 Francisco, CA 94102  
 \_\_\_\_\_  
 Address

**PERSONAL SERVICES CONTRACT SUMMARY**

DATE: November 17, 2009

DEPARTMENT NAME: San Francisco Arts Commission DEPARTMENT NUMBER 28

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

*PSC Description of project continued from contract form....*

(including pre-audit); on crafting job descriptions and hiring key staff positions (director, operations, fundraising and registrar); on creating a curatorial vision for the museum; on developing a fundraising strategy for the museum; on board development; on collection conservation, storage, cataloging and lending policies; on creating a plan, with specific performance milestones, for completing a detailed five-year Operating Budget pro-forma for FY 2013-2017 demonstrating the financial feasibility and sustainability of the new museum facility, which shall include a demand analysis, staffing requirements, fund-raising needs, membership, and earned revenue and expense projections. All of this is done in collaboration with the museum's board of directors.

Consultant will oversee monthly reports to the Arts Commission to ensure progress is maintained. Contractor will also oversee Board Development to ensure national, state, regional and local representation. The museum's public service goals for the next 24 months must be articulated and communicated via consultant to the Arts Commission and fundraising goals must reflect public service goals for both the short- and long-term. Consultant will oversee a cataloging and conservation plan development, as well as the exploring and establishing of partnerships and collaborations with other cultural organizations as a means of improving organizational and operating stability. Lastly, the consultant will oversee and ensure delivery of Consolidated Final Pre-Development Plan to the San Francisco Redevelopment Agency.

10 JAN -5 PM 2:1  
AD. ...

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 7.16.10

DEPARTMENT NAME: GSA/Office of Labor Standards Enforcement DEPARTMENT NUMBER 69

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

TYPE OF REQUEST: Monitoring Sweatfree Contracting Ordinance [ ] INITIAL REQUEST [X] MODIFICATION (PSC# 4020-06/07)

TYPE OF SERVICE: Monitoring, Reporting and Consultation Services on Sweatshops

FUNDING SOURCE: General Fund

Original Amount: \$100,000.00 PSC Duration: 8/15/06 to 7/31/08
Modification Amount \$95,000.00 Modification Duration: 8/15/06 to 7/31/09
8/15/06 to 9/28/10

Total Amount \$195,000.00 Total PSC Duration: 8/15/06 - 9/28/12

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U) authorizes OLSE to monitor contractors' compliance with the Ordinance. This extension of the PSC duration and adding funds are requested because contract monitoring was delayed. The Ordinance provides that until such time as the City determines that it is able to adequately monitor compliance using city personnel, the City shall enter into a professional services contract with an independent non profit organization for assistance in monitoring compliance. The vendor will monitor compliance by contractors located outside of the Bay Area and abroad (e.g. Mexico, India, China, Dominican Republic and other foreign countries) that provide goods to the City. Currently, the Ordinance applies only to apparel, garments (uniforms), related accessories and textiles.

- B. Explain why this service is necessary and the consequences of denial: The Sweatfree Contracting Ordinance specifies that OLSE shall contract an independent non profit organization with expertise in Sweatshop Labor for the implementation of the ordinance. If this request is denied, the Ordinance will not be effectively enforced or fully implemented.
C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): PSC 4020-06/07. To date, the contractor has provided consultation services and limited monitoring services. Due to a delay and the limited number of awarding uniform contracts, only three contracts have been awarded under the Ordinance. Two contracts are currently being monitored by the contractor. Therefore, monitoring of contracts is just beginning to take place. The current contract expires 9/28/10. OLSE requests authorization to extend this sole source contract through 9/28/2012.
D. Will the contract(s) be renewed: Yes

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

IFPTE Local 21, 1021 Union Name Signature of person mailing/faxing form Date 7/16/10
RFP sent to L 21, 1 1021 Union Name Date 8/16/06 Signature Herrera

\*\*\*\*\*
FOR DEPARTMENT OF HUMAN RESOURCES USE
PSC# 4020 - 06/07
manizgon 8/25/10

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

- At least three years experience in monitoring, reporting, conducting workplace inspections and investigations of Sweatshop Labor violations.
- Staff with multilingual capabilities and experience operating in states and foreign countries where City contracted goods are manufactured.
- Extensive knowledge of local, state and international laws pertaining to Sweatshop labor violations.
- Extensive knowledge of the San Francisco Administrative Code, Chapter 12U, Sweatfree Contracting Ordinance and Chapter 12R, Minimum Wage Ordinance. Also, must have knowledge of the World Bank Gross National Income Per Capita Purchasing Parity Index.

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

Some of this work would be performed by Classification 2992, Contract Compliance Officer I and 2978 Contract Compliance Officer II. Contract Compliance Officers performs work locally, but this contract is for factory inspections outside of the SF Bay Area and abroad.

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 City classes do not provide expertise in international laws and contract monitoring abroad.

B. Would it be practical to adopt a new civil service class to perform this work? No.

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

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

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

B. Will the contractor train City and County employees?

|                          |                                     |
|--------------------------|-------------------------------------|
| <input 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 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"/> |
|--------------------------|-------------------------------------|

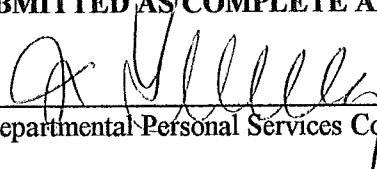
E. Has a board or commission determined that contracting is the most effective way to provide this service?

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

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

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

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

  
Signature of Departmental Personal Services Contract Coordinator

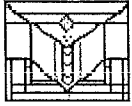
Joan Lubamersky

415-554-4859

Print or Type Name

Telephone Number

GSA, One Carlton B. Goodlett Place Rm. 362, San Francisco 941012  
Address



Margot.Reed@seiu1021.org, cromero@ifpte21.org,

PSC Form 1

Joan Lubamersky/ADMSVC/SFGOV - Friday 07/16/2010 02:00 PM

Attached is a PSC Form 1 for the Office of Labor Standards Enforcement, to modify PSC 4020-06/07 for monitoring of the Sweatfree Ordinance.

PSC Form 1 OSLE Sweatfree Ordinance to 0 00 10 07  
Joan Lubamersky  
General Services Agency/City Administrator  
City Hall, Room 362  
One Carlton Goodlett Place  
San Francisco, CA 94102  
Phone: 415-554-4859  
Fax: 415-554-4849  
e mail address: Joan.Lubamersky@sfgov.org



to 9/28/10

# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

MORGAN R. GORRONO  
PRESIDENT

July 22, 2009

E. DENNIS NORMANDY  
VICE PRESIDENT

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

JOY Y. BOATWRIGHT  
COMMISSIONER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4012-09/10  
THROUGH 4019-09/10; 4110-06/07; 4002-07/08; 4046-04/05;  
4062-04/05; 4020-06/07 AND 4031-08/09.**

DONALD A. CASPER  
COMMISSIONER

At its meeting of July 20, 2009 the Civil Service Commission had for its consideration the above matter.

MARY Y. JUNG  
COMMISSIONER

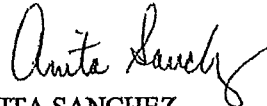
**PLEASE NOTE:** *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

ANITA SANCHEZ  
EXECUTIVE OFFICER

It was the decision of the Commission to adopt the Human Resources Director's report. Notify the offices of the Controller and the Department of Contract Administration.

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

CIVIL SERVICE COMMISSION

  
ANITA SANCHEZ  
Executive Officer

### Attachment

c: Cynthia Avakian, Airport Commission  
Parveen Boparai, Municipal Transportation Agency  
Rachel Buerkle, Department of Environment  
Micki Callahan, Human Resources Director  
Gordon Choy, Department of Public Works  
Jacquie Hale, Department of Public Health  
Jessica Huey, Department of Human Resources  
Shamica Jackson, Public Utilities Commission  
Florence Kyaun, Public Utilities Commission  
William Lee, Department of Emergency Management  
Artina Lim, Department of Children, Youth and Their Families  
Joan Lubamersky, GSA/Office of Labor Standards Enforcement  
Brigitte Rockett, Department of Human Resources  
Commission File  
Chron

**POSTING FOR  
July 29, 2009**

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

| PSC No.    | Dept/ID | Dept/Name  | Approval Type | Increase Amount | New Amount     | Description of work   | Duration  |
|------------|---------|--|---------------|-----------------|----------------|---|-----------|
| 4110-06/07 | 27      | Alport Commission                                | Modification  | \$295,000.00    | \$595,000.00   | Will provide design, build, install, and maintain a smart-card based automatic fare collection system for taxicab Airport trip fees. Services will also include a transaction processing and customer assistance call center to resolve problems. | 30-Jun-11 |
| 4002-07/08 | 35      | San Francisco Municipal Transportation Agency    | Modification  | \$5,000,000.00  | \$8,500,000.00 | Will perform a central control operational study, analyze the MTA's requirements for a new radio communications system, make recommendations based on analysis, design a system to meet those requirements and needs.                             | 31-Mar-14 |
| 4046-04/05 | 82      | Department of Public Health                      | Modification  | \$3,000,000.00  | \$8,400,000.00 | Will provide labor, materials, and equipment necessary to package and remove hazardous wastes on an intermittent and as-needed basis from City work sites, and to transport these wastes to permitted disposal facilities.                        | 31-Dec-18 |
| 4062-04/05 | 82      | Department of Public Health                      | Modification  | \$1,948,212.00  | \$7,848,212.00 | Will provide programmatic and information systems support to various programs and related consulting/training.  | 30-Jun-15 |
| 4020-06/07 | 69      | GSA-Office of Labor Standards Enforcement        | Modification  | \$0.00          | \$100,000.00   | Will monitor and report contractors and subcontractors located outside of the San Francisco Bay Area and in countries other than the United States who provide goods to the City in compliance with the City's Sweatfree Contracting Ordinance.   | 28-Sep-10 |
| 4031-06/08 | 23      | Department of Children, Youth and Their Families | Modification  | \$0.00          | \$75,000.00    | Will evaluate \$7.7 million dollars in grants to 41 community based organizations funded to provide violence prevention and intervention.   | 30-Jun-10 |





CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

to 7/31/08

POSTAL DEPARTMENT

2006 AU 29 PM 3:03

RECEIVED

GAVIN NEWSOM  
MAYOR

August 23, 2006

NOTICE OF CIVIL SERVICE COMMISSION ACTION

LINDA RICHARDSON  
PRESIDENT

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4020-06/07;  
4022-06/07 THROUGH 4026-06/07.

THOMAS T. NG  
VICE PRESIDENT

At its meeting of August 21, 2006 the Civil Service Commission had for its consideration the above matter.

ALICIA D. BECERRIL  
COMMISSIONER

It was the decision of the Commission to adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser.

DONALD A. CASPER  
COMMISSIONER

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.

MORGAN R. GORRANO  
COMMISSIONER

KATE FAVETTI  
EXECUTIVE OFFICER

CIVIL SERVICE COMMISSION

KATE FAVETTI  
Executive Officer

Attachment

- c: Gordon Choy, Department of Public Works
- Philip Ginsburg, Human Resources Director
- Elizabeth Jacobi, Department of Human Resources
- William Lee, Emergency Communications Department
- Joan Lubamersky, Mayor's Office on Disability
- Patti Martin, Department of Human Resources
- Jonathan Nelly, Department of Human Resources
- Commission File
- Chron

**POSTING FOR  
August 21, 2006**

**RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS**

| PSC No.    | DeptNo | DeptName  | Approval Type | Contract Amount | Description of work   | Duration  |
|------------|--------|---|---------------|-----------------|---|-----------|
| 4020-06/07 | 69     | General Services Agency   | Regular       | \$100,000.00    | Will monitor and report contractors and subcontractors located outside of the San Francisco Bay Area and in countries other than the United States who provide goods to the City in compliance with the City's Sweatfree Contracting Ordinance.               | 31-Jul-08 |
| 4021-06/07 | 31     | Fire  | Regular       | \$150,000.00    | Will perform maintenance and repair of Telescopic doors, controls, and motors at fire facilities as necessary 24 hours per day and seven days per week.   | 30-Jun-08 |
| 4022-06/07 | 90     | Public Works  | Regular       | \$318,000.00    | Will conduct pilot cleaning programs that affect both public and private properties; organize community support; assist in developing and conducting outreach and education efforts; and conduct neighborhood cleaning projects.                              | 30-Jun-09 |
| 4023-06/07 | 90     | Public Works  | Regular       | \$3,000,000.00  | Will perform as-needed special inspection & testing svcs., e.g., tests on reinforced concrete, high strength bolting, structural steel welding, masonry, shotcrete, & spray-applied fireproofing, for the City's building construction & renovation projects. | 31-Aug-11 |
| 4024-06/07 | 90     | Public Works  | Regular       | \$3,200,000.00  | Will provide as-needed environmental project planning services prior to California Environmental Quality Act (CEQA) and commencement of construction projects.  | 14-Sep-11 |
| 4025-06/07 | 77     | Emergency Communications - Office of Emergency Services and Homeland Security | Regular       | \$68,384.00     | Will work with community organizations, business leaders, residents and faith organizations to develop and implement a Community Disaster Plan for SF's Chinatown Community.  | 31-Dec-06 |
| 4026-06/07 | 33     | Human Resources   | Regular       | \$250,000.00    | Will provide an integrated system that will accept applications and process applicants through the City's hiring/referral process through the internet.   | 31-Aug-09 |



to 7/31/09

**MEMORANDUM**

Date: October 3, 2007

To: Joan Lubaimersky, Office of the City Administrator/GSA Contract Coordinator

From: Emily Morrison, DHR Personal Services Contract Analyst *Em*

Subject: Approval of Extension of Time Duration for the Office Of The City Administrator #4020-06/07

This is to confirm that your request to extend the duration of time to July 31, 2009, for Personal Services Contract #4020-06/07 has been approved.

If you have any questions, please contact me at (415) 557-4951.



4020/06-07 +07/31/09

OFFICE OF THE  
CITY ADMINISTRATOR

Gavin Newsom, Mayor  
Edwin M. Lee, City Administrator

September 25, 2007

MEMORANDUM

TO: Emily Morrison, Human Resources  
FROM: *Joan Lubamersky*  
Joan Lubamersky, Office of the City Administrator/GSA  
Contract Coordinator  
SUBJ: Extend time PSC No. 4020-06/07 Workers Rights Consortium

We are requesting to extend time from July 31, 2008 to July 31, 2009 for subject contract. No funds are being added.

Thank you for your assistance. If you should have any questions or desire additional information, please call me, 305-2399 (cell).

Copy to Donna Levitt, OLSE  
Carmen Herrera, OLSE

*Approved  
Em*

RECEIVED  
DEPARTMENT OF  
HUMAN RESOURCES  
07 SEP 28 AM 6:44

See page 5  
Sect 12U.7(b)

SEC. 12U.1. - FINDINGS.

SEC. 12U.2. - DEFINITIONS.

SEC. 12U.3. - PROHIBITION ON SWEATSHOP CONDITIONS.

SEC. 12U.4. - CONTRACTUAL REQUIREMENT.

SEC. 12U.5. - PHASE-IN PERIOD.

SEC. 12U.5.1. - ADDITIONAL GOODS COVERED BY ORDINANCE.

SEC. 12U.6. - ADVISORY GROUP.

SEC. 12U.7. - ADMINISTRATION AND ENFORCEMENT.

SEC. 12U.8. - EFFECTIVE DATE.

SEC. 12U.9. - EXCEPTIONS.

SEC. 12U.9.5. - AWARD OF CONTRACT ABSENT A SWEATFREE-COMPLIANT BID OR PROPOSAL.

SEC. 12U.10. - PREEMPTION.

SEC. 12U.11. - SEVERABILITY.

**SEC. 12U.1. - FINDINGS.**

The Board of Supervisors finds and declares the following:

- (a) This Chapter shall be known as the Sweatfree Contracting Ordinance.
- (b) Each year the City and County of San Francisco spends hundreds of millions of dollars contracting with private sector contractors for the purchase or rental of goods. The prudent expenditure of public dollars requires that the City select responsible contractors.
- (c) The City and County, as a major purchaser of goods, must be cognizant of the labor conditions that may be supported by its actions as a major market participant. Better working conditions assure consistently better quality goods for the City and County, by assuring fewer disruptions in the workplace due to workers' grievances, fewer absences due to illnesses, less fatigue and fewer workplace injuries, less turnover of workers, and greater incentive to perform.
- (d) In its role as a market participant, the City and County seeks to assure that the integrity of the procurement process is not undermined by contractors or subcontractors who engage in sweatshop practices. Contractors who use Sweatshop Labor are able to underbid responsible contractors who pay fair wages and maintain humane work environments and conditions. Such practices place responsible contractors at a competitive disadvantage, which may dissuade responsible contractors from participating in the City and County procurement process. This Chapter will encourage responsible contracting with the City and County and reduce any inadvertent support of contractors who use Sweatshop Labor.
- (e) By adopting this ordinance, the City and County does not intend to preclude the City and County or its contractors or subcontractors from doing business with any foreign country.

*(Added by Ord. 223-05, File No. 051257, App. 9/16/2005)*

**SEC. 12U.2. - DEFINITIONS.**

For the purposes of this Chapter, the following definitions shall apply to the terms used herein.

- (a) "Abusive Forms of Child Labor" shall mean the following: work performed by a person under the age of 18 when the person does not voluntarily seek the work or the person is threatened by the person's employer with physical, mental or emotional harm for nonperformance; (2) work performed by a person under the age of 18 in violation of any applicable law of the country of manufacture or assembly governing the minimum age of employment, compulsory education, or occupational health and safety; or (3) the use of a person under the age of 18 for illegal activities, including but not limited to the production or trafficking of illicit drugs or for prostitution.
- (b) "Contract" shall mean an agreement for Goods for an amount greater than \$25,000 and having a term in excess of three months to be purchased or provided at the expense of the City and County or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the City and County. "Contract"

shall also mean any amendment to a contract entered into after the effective date of this Chapter that causes the amount of the contract to exceed \$25,000 or causes the term to exceed three months.

- (c) "Contractor" shall mean any person or persons, association, cooperative, firm, partnership, corporation, company, venture, trustee, trustee in bankruptcy, receiver, or combination thereof who enters into a Contract with the City and County.
- (d) "Director" shall mean the Director of the Office of Contract Administration.
- (e) "Foreign Convict or Forced Labor" shall mean any form of labor used to produce or manufacture goods prohibited from importation into the United States under 19 U.S. C. § 1307, which includes Abusive Forms of Child Labor and Slave Labor.
- (f) "Good" shall mean any good, including without limitation, any material, supply, or equipment.
- (g) "Slave Labor" shall mean any form of slavery, sale and trafficking of persons, debt bondage, indentured servitude, serfdom, or forced or compulsory labor.
- (h) "Subcontract" shall mean any subcontract agreement or arrangement directly with a Contractor for any work under a Contract (first tier subcontract) and shall mean any subcontract agreement or arrangement between subcontractors, at any tier, except for any agreement or arrangement between subcontractors if the amount of the agreement or arrangement is less than the lesser of (1) 10 percent of the amount of the higher tier subcontractor's work; or (2) \$25,000. "Subcontract" also shall mean any subcontract agreement or arrangement that any Contractor or Subcontractor creates by dividing work into smaller increments for award to any subcontracting entity created for the purpose of awarding a subcontract that is not subject to this Chapter on the basis that it fails to meet either of the monetary thresholds for a Subcontract set above in this subsection (h).
- (i) "Subcontractor" shall mean any person or persons, association, cooperative, firm, partnership, corporation, trustee, trustee in bankruptcy, receiver, or combination thereof including without limitation any subcontractor, entering into a Subcontract.
- (j) "Sweatshop Labor" shall mean work performed by any Worker under terms or conditions that seriously or repeatedly violate laws of the jurisdiction within which the work is performed governing: (i) wages; (ii) employee benefits; (iii) health and safety, including without limitation exposure to hazardous or toxic substances; (iv) labor, including without limitation collective bargaining rights; (v) environmental conditions; (vi) nondiscrimination, harassment, or retaliation, including without limitation all laws prohibiting workplace and employment discrimination; (vii) freedom of association; or (viii) building or fire codes. "Sweatshop Labor" also shall mean any work performed by any person contributing to the provision of Goods to the City and County under a Contract or Subcontract that constitutes Foreign Convict or Forced Labor, or Abusive Forms of Child Labor or Slave Labor.
- (k) "Worker" shall mean any employee of a Contractor or Subcontractor who contributes to the provision of Goods to the City and County under a Contract or Subcontract, including but not limited to any manufacturing or assembling of the Goods.

*(Added by Ord. 223-05, File No. 051257, App. 9/16/2005; Ord. 265-07, File No. 071369, App. 11/14/2007)*

### **SEC. 12U.3. - PROHIBITION ON SWEATSHOP CONDITIONS.**

Each Contractor and Subcontractor shall comply with each of the following requirements:

- (a) Each Contractor and Subcontractor, regarding any Worker, shall comply with all human and labor rights and labor standards imposed by treaty or law on the country in which the Goods are made or assembled, and shall not engage in Sweatshop Labor.
- (b) Each Contractor and Subcontractor shall pay at least the following minimum wages to Workers: (1) to Workers working in the United States a base hourly wage, to be set and adjusted annually by the Director, to produce for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guidelines for a family of three plus an additional 20 percent of the wage level paid, including without limitation amounts paid as hourly wages or health benefits or retirement benefits; and (2) for Workers working in countries other than the United States, a wage, to be set and adjusted annually by the Director, that shall be comparable to the wage for domestic manufacturers established above, adjusted to reflect the country's level of economic development by using the World Bank's most recent Gross National Income per capita Purchasing Power Parity Index.
- (c)

This Chapter specifies a minimum level of compensation to be paid Workers and shall not be construed to preempt or otherwise limit any other applicable law, regulation or requirement that requires a higher level of compensation.

(d)

Each Contractor and Subcontractor shall keep or cause to be kept for a period of not less than three years from the date of the expiration or termination of the term of the Contract, basic payroll and time records for each Worker, and copies of any tax records filed with a governmental entity during the term. Such records shall include the following for each Worker: (a) name and job classification; (b) a general description of the work the Worker performed each day and the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits); and (c) the daily and weekly number of hours worked, deductions made; and (d) any actual wages paid.

(e)

Each Contractor and Subcontractor shall maintain weekly certified payroll records for submission to the Office of Contract Administration, the Office of Labor Standards Enforcement, or the Director's designee or other authorized officers or agents of the City and County upon demand. The Contractor shall be responsible for submitting the payroll records of its Subcontractors, although Subcontractors shall submit such records directly to the City and County upon request. All certified payroll records shall be accompanied by a statement signed by the Contractor, or Subcontractor if requested by the City and County to submit the records, stating that the records are complete and correct.

(f)

All records required to be maintained by this Chapter shall at all times be open to inspection and examination of the duly authorized officers and agents of the City and County of San Francisco.

(g)

All Contractors and Subcontractors shall comply with the overtime laws and regulations applicable to their Workers. In the absence of a law setting overtime compensation, overtime hours shall be compensated at the rate of one-and-one-half times the regular hourly compensation rate. All overtime hours worked beyond 48 hours of working time per work week shall be worked voluntarily, except mandatory overtime above that 48-hour mark is permitted if each of the following conditions is satisfied: (1) the law of the country of manufacture permits mandatory overtime, (2) the manufacturing facility is party to a collective bargaining agreement that permits mandatory overtime, and (3) the mandatory overtime hours are worked in conformance with the collective bargaining agreement.

(h)

No Contractor or Subcontractor shall subject any Worker to any physical, sexual, or other illegal harassment or abuse, including corporal punishment, illegal discrimination or retaliation for exercising his or her right to free speech and assembly or other rights protected under applicable labor or employment laws.

(i)

No Contractor or Subcontractor shall require or compel any Worker to use contraceptives or take pregnancy tests.

(j)

Before commencing any work under the Contract, the Contractor shall provide the City and County a list of the names and addresses of each Subcontractor to be utilized in the performance of the Contract, the Contractor's and each Subcontractor's applicable State tax identification number and the address of each manufacturing or other facility or operation of the Contractor and its Subcontractors for the performance of the Contract. The Office of Contract Administration shall post this information on its internet website before a Contractor or any of its Subcontractors may commence work under the Contract. Contractor shall update the list to show any changes in the Subcontractors or the facilities or operation during the term of the Contract. Before commencing any work under the Contract, the Contractor also shall provide the City and County a written statement showing the amount to be paid each Subcontractor and shall update this information in writing to show changes in the amount to be paid any Subcontractor or amounts to be paid Subcontractors added after submittal of the most recent statement to the City and County. Amounts to be paid to subcontractors may be reported in ranges of \$20,000.00 to \$50,000.00; \$50,001.00 to \$100,000.00; \$100,001.00 to \$250,000.00; \$250,001.00 to \$500,000.00; above \$500,000.00; or such other ranges as the Director, after consultation with the Office of Labor Standards Enforcement and Sweatfree Procurement Advisory Group, deems appropriate to effectively implement this Chapter. Updates in the amount to be paid a Subcontractor or Subcontractors after submittal of the most recent statements to the City and County need only be submitted if the changed amount would fall into a different range.

(k)

During each year of the term of a Contract, the Director, the Office of Labor Standards Enforcement, or the Director's designee may request a written assurance from the Contractor and each of its Subcontractors that the Contractor or Subcontractor is in compliance with this Chapter. The request may seek confirmation of compliance with some or all of the requirements of this Chapter, and may require the response to be submitted under penalty of perjury. The Contractor or Subcontractor shall provide the written assurance within the time period specified by the Director, the Office of Labor Standards Enforcement, or the Director's designee, which shall not be less than 14 days from receipt of the request.

(l)

Each Contractor and Subcontractor shall be responsible for ensuring the Subcontractor's compliance with this Chapter.

(m)

Contractors and Subcontractors shall demonstrate commitment to best practices and continuous improvement in management practices to eliminate Sweatshop Labor, including the right to freedom of association and collective bargaining. No Contractor or Subcontractor shall subject a Worker to harassment, intimidation or retaliation as a result of his or her efforts to freely associate or bargain collectively. This subsection shall not apply to Contractors or

**SEC. 12U.4. - CONTRACTUAL REQUIREMENT.**

Each Contract shall include an agreement by the Contractor to comply with the requirements of this Chapter, and shall incorporate this Chapter by reference. Contracts shall provide the following: (1) that in the event the Director determines that any Contractor or Subcontractor has failed to comply with any provision of this Chapter or any regulations implementing this Chapter, the Contractor shall be liable for liquidated damages equal to the greater of \$1,000 or 20% of the amount of the Goods provided in violation of this Chapter, as determined by the Director; and (2) the City and County may deduct any liquidated damages owed by a Contractor from any monies owed the Contractor under the Contract or any other agreement that the Contractor has with the City and County.

(Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

**SEC. 12U.5. - PHASE-IN PERIOD.**

During the first full fiscal year of the City and County after the effective date of this Chapter, the City and County shall target for enforcement only Contracts for apparel, garments and corresponding accessories, materials, supplies or equipment. Agreements for other Goods shall be targeted for enforcement in accordance with the procedure set forth in Section 12U.6.

(Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

**SEC. 12U.5.1. - ADDITIONAL GOODS COVERED BY ORDINANCE.**

In addition to Contracts for apparel, garments and corresponding accessories, materials, supplies or equipment, contracts for the following goods shall be targeted for enforcement:

(a)

Textiles; meaning all items of cloth that are produced by weaving, knitting, felting, sewing, or similar production processes, including but not limited to such cloth items as sheets, pillows, pillowcases, towels, blankets, comforters, bath mats, mattress covers, table linens, cloth napkins, cleaning cloths, draperies, upholstery, rugs, and entrance mats, but excluding carpets.

(Added by Ord. 28-10, File No. 091403, 2/11/2010)

**SEC. 12U.6. - ADVISORY GROUP.**

(a)

The City and County shall establish a Sweatfree Procurement Advisory Group. The Sweatfree Procurement Advisory Group shall evaluate the industries engaged in the manufacture and sale of goods to determine whether contracts for any goods, in addition to apparel and garments, should be targeted for enforcement, and to evaluate the implementation, administration, and enforcement of this Chapter. To determine whether a particular good shall be targeted for enforcement, the factors that the Sweatfree Procurement Advisory Group shall consider shall include, but not be limited to: (a) the amount the City and County has spent, and anticipates spending for such good; (b) evidence of Sweatshop Labor or other conditions prohibited by this Chapter in the manufacturing, assemblage or distribution of such good; and (c) any financial impact that targeting the good for enforcement will have on the City and County. At the end of the first full fiscal year of the City and County following the effective date of this Chapter, and annually thereafter, the Sweatfree Procurement Advisory Group shall submit a written report to the Director and the Office of Labor Standards Enforcement that contains any recommendations on the administration, implementation, and enforcement of this Chapter, or the application of this Chapter to other goods. The report shall include the supporting information upon which each recommendation is based and a report on the financial impact that adoption of the recommendation will have on the City and County. The Director may submit any recommendation to extend the applicability of this Chapter to other goods to the Board of Supervisors. Upon the adoption of an ordinance approving such recommendation, Contracts for the purchase of such goods shall be subject to this Chapter. The Director in the Director's discretion may adopt other recommendations of the Sweatfree Procurement Advisory Group subject to the Municipal Code and the Charter.

(b)

The Sweatfree Procurement Advisory Group shall determine how the City and County may maximize its purchase of goods produced in San Francisco. Within four months of its formation, the Sweatfree Procurement Advisory Group shall examine how the City and County may provide preferences and/or incentives to garment industry manufacturers in San Francisco that are in compliance with this Chapter, and explore the expansion of preferences and/or incentives to other industries. Within the four-month period, the Sweatshop Procurement Advisory Group shall propose legislation to immediately implement the preferences and/or incentives.



(c)

The Sweatfree Procurement Advisory Group shall consist of eleven members. The Mayor and the Board of Supervisors shall each appoint five members. The Controller shall appoint one member. Each member shall be appointed to a term of two years. At least one of the Board of Supervisors' appointees and one of the Mayor's appointees must have significant experience representing employees in labor matters. At least one of the Board of Supervisors' appointees and one of the Mayor's appointees must have significant experience acquiring goods or services for a public entity. At least one of the Board of Supervisors' appointees and one of the Mayor's appointees must have significant experience as an advocate for human rights or the poor. The Controller's appointee shall have significant experience in finance, financial auditing, or accounting. All members of the Sweatfree Procurement Advisory Group shall be appointed within sixty days of the effective date of this Chapter. Each member shall serve at the pleasure of the appointing authority. The Sweatfree Procurement Advisory Group shall meet not less than once each fiscal year.

*(Added by Ord. 223-05, File No. 051257, App. 9/16/2005)*

## **SEC. 12U.7. - ADMINISTRATION AND ENFORCEMENT.**

(a)

The Director shall implement and administer, and the Director and the Office of Labor Standards Enforcement shall enforce the requirements of this Chapter. The Director may issue regulations for the implementation and administration of this Chapter. The Director may, in consultation with the Office of Labor Standards Enforcement, issue regulations for the enforcement of this Chapter. The Director may delegate, in writing, responsibilities to other departments, offices, employees, officers, or agents of the City and County. Each City department, when requested by the Director, shall cooperate with the Director in the implementation or administration of this Chapter, and when requested by the Director or Office of Labor Standards Enforcement, shall cooperate with the enforcement of this Chapter by providing relevant information that is in the department's possession and control, and providing any other assistance that it is feasible for the department to provide. The City and County may, subject to the Charter, including without limitation its budgetary and fiscal provisions, and the Municipal Codes, enter into contracts with any entity and cooperative agreements or arrangements with any public entity for assistance in implementing, administering or enforcing this Chapter, and shall explore efficient and cost-effective mechanisms for ensuring the compliance of Contractors.

(b)

Until such time as the City and County determines that it is able to adequately monitor compliance with this Chapter using City personnel, the City and County shall, subject to the Charter, including without limitation its budgetary and fiscal provisions, and the Municipal Codes, enter into an agreement with an independent non-profit organization with expertise in monitoring and reporting on Sweatshop Labor for assistance monitoring the compliance of Contractors. This subsection does not in anyway limit the City's ability to contract for assistance under subsection 12U.7(a).

(c)

Each Contractor and Subcontractor shall cooperate fully with any investigation of the Director, the Office of Labor Standards Enforcement, the Director's designee or contractors, including without limitation any independent non-profit monitor, and other City employees and agents authorized to assist in the implementation, administration or enforcement of this Chapter. Such persons or entities shall, in the performance of their duties, have the right to engage in random inspections of any worksite where the Contract or any Subcontract is performed and have access to any Worker or any record required to be maintained in Section 12U.3.

(d)

Any failure of a Contractor or Subcontractor to perform in accordance with this Chapter shall be a material breach of the Contract. In such an event, the City and County may take any or all of the following actions:

(1)

Assess liquidated damages as provided for in the Contract.

(2)

Terminate the Contract.

(3)

Commence debarment proceedings pursuant to Chapter 28 of this Code against the Contractor, where the Contractor has failed to comply with this Chapter, or against the Subcontractor, or Contractor and Subcontractor, where the Subcontractor has failed to comply with this Chapter.

(4)

Withhold payments under the Contract until the Contractor or its Subcontractor is in full compliance with this Chapter.

(5)

Require the Contractor or Subcontractor, at its expense, to provide training and best practices guidelines to managers and employees at the facility or operation where the violation occurred to ensure future compliance. Upon request by the Director or the Director's designee, the Contractor or Subcontractor shall submit such materials for the City and County's review and approval prior to distribution to managers and employees.

(6)

Any Contractor or Subcontractor shall provide the Director or the Director's designees or contractor, and other City employees and agents authorized to assist in the administration and enforcement of this Chapter immediate access to the facility or operation where the violation has occurred for an inspection of the facility or operation and records, and interviews of Workers.

(7)

During the term of the Contract, but not more than once every 30 days, the Director, the Office of Labor Standards Enforcement, or the Director's designee may require the Contractor or Subcontractor to provide a written summary of the steps taken to remedy the noncompliance and any difficulties encountered in curing the noncompliance. The request may require the response to be submitted under penalty of perjury. The Contractor or Subcontractor shall provide the written summary within the time period specified by the Director, the Office of Labor Standards Enforcement, or the Director's designee, which shall not be less than 14 days from receipt of the request.

(8)

Pursue any other remedies available to the City and County at law or in equity.

*(Added by Ord. 223-05, File No. 051257, App. 9/16/2005)*

### **SEC. 12U.8. - EFFECTIVE DATE.**

This Chapter shall be effective ninety days after it is adopted. This legislation is intended to have prospective effect only.

*(Added by Ord. 223-05, File No. 051257, App. 9/16/2005)*

### **SEC. 12U.9. - EXCEPTIONS.**

This Chapter shall not apply in the following circumstances:

(a)

When a Contract involves the expenditure of funds received by the City and County and the application of this Chapter would violate or be inconsistent with the terms or conditions of the applicable grant agreement, subvention or agreement or the instructions of an authorized representative of any such agency with respect to any such grant agreement, subvention or agreement.

(b)

When the Director or the Director's designee determines that there is only one responsible contractor available to provide the Goods and that contractor is unable to comply with this Chapter, or the City and County department, commission, office or other City and County entity seeking to enter into the contract certifies in writing to the Director, and the Director finds that there are no qualified responsive bidders or proposers or prospective contractors that would comply with the requirements of this Chapter and the Contract is for Goods that are essential to the City or the public. This subsection (b) is subject to the provisions of Section 12U.9.5. If a waiver is granted pursuant to this subsection (b), the Contract entered into as a result of the waiver may be for a term of no greater than two years.

(c)

When the Contract is with a public entity.

(d)

When the acquisition of Goods is only incidental to the other purchases under the Contract. The acquisition of Goods shall be incidental if the amount paid by the City for the Goods is 10 percent or less than the total amount of the Contract.

(e)

If the department recommending the Contract certifies in writing to the Director that pursuant to Administrative Code Section 6.60 or 21.15 that the Contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Chapter capable of responding to the emergency is immediately available.

*(Added by Ord. 223-05, File No. 051257, App. 9/16/2005; Ord. 265-07, File No. 071369, App. 11/14/2007)*

### **SEC. 12U.9.5. - AWARD OF CONTRACT ABSENT A SWEATFREE-COMPLIANT BID OR PROPOSAL.**

(a)

It is the City's goal to achieve full compliance with this Chapter. But, in the absence of bids or proposals that are fully compliant with the provisions of this Chapter, the City should have authority to award Contracts to the bidder or proposer that is most compliant with this Chapter. If, in response to a solicitation for bids or a request for proposals, the City receives no bids or proposals that are fully compliant with the provisions of this Chapter, the Director is authorized to enter into a Contract with a noncompliant bidder or proposer, according to the following principles.

(b)

Notwithstanding the determination of low bid or highest ranked proposal, the Director shall have authority to determine which bidder or proposer most substantially complies with this Chapter, and shall award the Contract to that bidder or proposer.

(c)

No Contract awarded pursuant to subsection (b) may exceed two years in term unless the Director determines, no later than six months prior to the expiration of the original term of the Contract, that the Contractor has achieved an additional level or

levels of compliance with the provisions of this Chapter that warrants exercise of an option to extend the Contract for up to an additional year.

(d)

Any Contract awarded pursuant to subsection (b) shall be terminated by the Director during the original term of the Contract or any extension of the original term if the Director determines that the Contractor (i) is not making a good faith effort to achieve an additional level or levels of compliance with the provisions of this Chapter or (ii) has not corrected within a reasonable time, as defined by the Director, a specific violation of this Chapter that the City discovers after award of the Contract. In addition, the Director shall include in any Contract awarded pursuant to subsection (b) a compliance plan that identifies deficiencies in the bid or proposal and specifies a condition or conditions and related timetables designed to achieve an additional level or levels of compliance with the provisions of this Chapter no later than six months prior to the expiration of the original term of the Contract; and failure of the Contractor to satisfy said compliance plan may serve as the basis for the Director to terminate the Contract.

(e)

Standards for determining most substantial compliance under subsection (b) and additional level or levels of compliance under subsections (c) and (d) shall be adopted by the Director following consultation with the Office of Labor Standards Enforcement and the Sweatfree Procurement Advisory Group, and a public hearing. Such standards shall give due consideration to the City's need to receive information from bidders and Contractors to enable the City to monitor compliance with this Chapter; the degree to which a particular requirement of the Ordinance is not being complied with by a bidder or Contractor; the number of requirements of the Ordinance that are not being complied with by a bidder or Contractor; practical difficulties faced by bidders and/or Contractors generally in complying with a particular requirement of the Ordinance; the relative importance, if ascertainable, of the different labor standards set forth in Section 12U.3; and such other factors as may be relevant to achieving maximum compliance with this Chapter.

Such standards shall become operative on the effective date of this Section if they are adopted by the Director before then. Such standards shall become operative on the date they are adopted by the Director if that occurs after the effective date of this Section.

In addition, the Director has authority to adopt rules and procedures that implement this Section.

(f)

The Director shall not award a Contract pursuant to subsection (b) where the cost of that contract would exceed the low bid or highest ranked proposal by more than 15 percent.

(g)

The Director shall submit quarterly reports to the Board of Supervisors regarding the implementation of this Section and contracts issued to otherwise noncompliant bidders or proposers under this Section.

(h)

Neither subsection (b) nor any other provision in this Section shall override the Director's authority to reject all bids or proposals or take other action within his or her legal authority.

*(Added by Ord. 265-07, File No. 071369, App. 11/14/2007)*

#### **SEC. 12U.10. - PREEMPTION.**

Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

*(Added by Ord. 223-05, File No. 051257, App. 9/16/2005)*

#### **SEC. 12U.11. - SEVERABILITY.**

If any part or provision of this Chapter or the application of this Chapter to any person or circumstance, is held invalid, the remainder of this Chapter, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue in full force and effect. To this end, the provisions of this Chapter are severable.

*(Added by Ord. 223-05, File No. 051257, App. 9/16/2005)*