City and County of San Francisco

London Breed Mayor



Department of Human Resources

Carol Isen Human Resources Director

Date: July 16, 2021

To: The Honorable Civil Service Commission

Through: Carol Isen

Human Resources Director

From: Fisher Zhu, REG

Esperanza Zapien/Johanna Gendelman, DSS

Stephanie Tang, PRT Jacquie Hale, DPH Cynthia Avakian, AIR Joan Lubamersky, ADM Lorna Garrido, DAT Henry Gong, SHF

Subject: Personal Services Contracts Approval Request

This report contains ten (10) 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 Fiscal Year 21/22 to date:

Total of this Report	YTD Expedited Approvals FY2021-2022	Total for FY2021-2022
\$9,710,465	\$71,661,067	\$419,721,926

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Stephanie Tang Port Pier 1 San Francisco, CA 94105 (415) 274-0483

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

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

Lorna Garrido District Attorney 350 Rhode Island S., North Bldg., Suite 400N San Francisco, CA 94102 (628) 652-4035

Henry Gong Sheriff 1 Dr. Carlton B. Goodlett Pl., Rm. 456 San Francisco, CA 94102 (415) 554-7241

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POSTING FOR

August 02, 2021

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
42224 - 20/21	ELECTIONS	\$140,465.00	The Department of Elections (Department) is seeking Civil Service Commission (CSC) approval to enter into a two-year maintenance and software licensing contract for our existing ballot sorting machine (Agilis). The Department has previously received PSC approval for parallel services on our other Agilis machine: PSC# 23727-19/20. Prior to each election, the Contractor will provide preventative maintenance, configuration, and testing of the software and hardware components of the Agilis mail sorting system. During elections, the Contractor will provide remote support and troubleshooting, on-site support, as-needed maintenance and repair, and error, defect, or malfunction correction. Upon completion of any improvements, updates, upgrades or system changes, the Contractor will provide operational, maintenance, and troubleshooting training to Department lead staff assigned to operate the Agilis.	August 1, 2021	August 1, 2023	REGULAR
49205 - 20/21	ELECTIONS	\$150,000.00	To support the Redistricting Task Force (RTF) in the specialized work of analyzing census, demographic, and geographic data relevant to its upcoming, legally-mandated work, and to assist the Department of Elections with modifying any data in its mapping tools and programs affected by the redrawing of Supervisorial District maps.	June 1, 2021	April 15, 2022	REGULAR
41787 - 20/21	HUMAN SERVICES	\$250,000.00	Consultant services are required to conduct and prepare the 2022 Dignity Fund Community Needs Assessment. This assessment will help the Department of Disability and Aging Services (DAS) to understand current community needs, identify equity concerns and service gaps, and develop recommendations to address these issues. This information will be used in the following year to support a Service and Allocation Plan that outlines how the Fund will be allocated strategically to address community needs and strengthen the city's aging and disability service network. As outlined and	August 1, 2021	June 30, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			required by the City charter, this project must be conducted and completed in FY 2021-22.			
49601 - 20/21	PORT	\$200,000.00	The Government Reporting and Accounting Standard (GASB) No. 87 set forth new standards to improve accounting and financial standards for leases by governments. The Port of San Francisco is relatively unusual as more than 70% of revenue is generated from commercial, industrial, and maritime rent. The Port of San Francisco is a relatively small entity and the compliance with this administration requirement requires the assistance of additional accounting services. The Port has roughly 700+ leases with 1200 leaseholds. The consultant will assist Port staff to apply Standard No. 87 against the entire population of leases and leaseholds. The consultant will assist in the review of 100-250 leases and deliver the accounting entries and supporting documentation to ensure compliance with GASB Standard No. 87.	October 1, 2021	June 30, 2023	REGULAR
47188 - 20/21	PUBLIC HEALTH	\$3,000,000.00	All required maintenance and support for the Nurse Call System at Zuckerberg San Francisco General Hospital and Laguna Honda Hospital. Services will include repairs, maintenance, replacement of defective parts and components, and upgrades to all software and hardware system components. Services will include regular Preventative Maintenance (PM) service to ensure the system is performing in accordance with the published specifications. Services performed during the PM shall include but may not be limited to items such as: creating system backup files, battery checks, inspection and cleaning PC and master station consoles, software maintenance updates and applicable operation checks, rapid response to Critical Error situations, and 24 hours per day, 7 days per week support coverage.	June 1, 2021	May 31, 2025	REGULAR

POSTING FOR

August 02, 2021

Proposed Modifications to Personal Services Contracts

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
44959 - 14/15 - MODIFICATIONS	August 2, 2021	AIRPORT COMMISSION AIR	\$0	\$295,000,000	Project Management Support Services (PMSS) and Design Build (DB) service teams with hotel and transportation experience are required to manage the design and construction of the Airport Hotel Program. Services to be provided include project controls, scheduling, document control, design management, contract management, and architectural and engineering design services. The Airport Hotel Program encompasses three separate projects which require planning and coordination which are: the Airport Hotel, Air Train Station, and the Roadway Realignment project. The Airport Hotel and Air Train Station will require PMSS and DB services. The Roadway Realignment Project will require PMSS services only and will be overseen by Airport Civil Engineering staff. The Roadway Realignment project will relocate South McDonnell Road,	09/01/2021	12/31/2023	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					relocate underground utilities, and create a new road leading to the Airport hotel.			
45492 - 16/17 - MODIFICATIONS	August 2, 2021	GENERAL SERVICES AGENCY - CITY ADMIN ADM	\$75,000	\$375,000	The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U attached) authorizes the Office of Labor Standards Enforcement (OLSE) to monitor contractors' compliance with the Ordinance. 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 which provide goods to the City. Currently, the Ordinance applies only to apparel, garments (uniforms), related accessories and textiles.	07/01/2017	08/30/2022	REGULAR
42732 - 20/21 - MODIFICATIONS	August 2, 2021	DISTRICT ATTORNEY DAT	\$895,000	\$1,300,000	The expertise of the professionals sought is unique, unrepresented, and greatly needed by the partners in the	06/28/2021	12/31/2023	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					Safety and Justice Challenge (SJC). SJC			
					partners, including the District			
					Attorney's Office, Adult Probation			
					Department, Sheriff's Office, and			
					others, needs individuals that can			
					conduct strategic planning, training, and			
					technical assistance and possess			
					expertise in reentry and criminal justice.			
					The goal of the project is to launch a			
					Safety and Justice Challenge Fellowship			
					in order to provide training, coaching			
					and technical assistance to the District			
					Attorney's Office staff, Adult Probation			
					Department, Sheriff's Office and other			
					City department staff. The fellowship			
					would support at least two individuals			
					who identify as people with lived			
					experience of incarceration and who			
					have a deep understanding of the			
					impact of racial disparities in the			
					criminal justice system.			
					Scope Change:			
					The expertise of the professionals			
					sought is unique, unrepresented, and			
					greatly needed by the partners in the			
					Safety and Justice Challenge (SJC). SJC			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					partners, including the District Attorney's Office, Adult Probation Department, Sheriff's Office, and others, needs individuals that can conduct strategic planning, training, and technical assistance and possess expertise in reentry and criminal justice. The goal of the project is to continue and expand the Safety and Justice Challenge Fellowship in order to provide training, coaching and technical assistance to the District Attorney's Office staff, Adult Probation Department, Sheriff's Office and other City department staff. The fellowship would support at least two cohorts of five or more individuals who identify as people with lived experience of incarceration and who have a deep understanding of the impact of racial disparities in the criminal justice system.			
40445 - 19/20 - MODIFICATIONS	August 2, 2021	SHERIFF SHF	\$0	\$333,160	The SFSD Facilities Maintenance Manager is requesting the replacement of the obsolete TAC Intelligent Automation HVAC (Heating, Ventilation, Air Conditioning) Control System which	08/01/2021	07/31/2022	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					regulate and monitor the operation of the heating and air conditioning system.			
42999 - 20/21 - MODIFICATIONS	August 2, 2021	PUBLIC HEALTH DPH	\$5,000,000	\$15,000,000	In response to the COVID-19 emergency, Chinese Hospital will admit up to a maximum of 23 patients from Zuckerberg San Francisco General Hospital (ZSFG) to free beds at ZSFG in order to be ready for any surge of COVID-19 patients needing treatment at ZSFG. The patients will be treated at Chinese Hospital for as long as medically necessary, providing uninterrupted services for the duration of the PSC. Initial services will be for acute care. Future services may also include skilled nursing facility care. While the initial need for these services is for a contract with Chinese Hospital, the need for acute inpatient care and skilled nursing facility care may need to be met by other San Francisco hospitals in the future, as well.	07/01/2021	12/31/2021	REGULAR

Regular/Continuing/Annual Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: <u>ELECTION</u>	IS REG		Dept. Code: <u>REG</u>				
Type of Request:	☑Initial	☐ Modification of	an existing PSC	(PSC #	٦		
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)		
Type of Service: Annua	al Maintenance						
maintenance and so	ervices to be Contrac Elections (Departme oftware licensing cor		ervice Commissi g ballot sorting r	on (CSC) approval t nachine (Agilis). Th			
and hardware comp and troubleshooting Upon completion of	onents of the Agilis g, on-site support, as any improvements, roubleshooting train	mail sorting system. s-needed maintenand updates, upgrades o ing to Department le	During election ce and repair, and or system chang ead staff assigne	s, the Contractor wand error, defect, or es, the Contractor	d testing of the software will provide remote support malfunction correction. will provide operational, gilis.		
Both annual mainte Because the Agilis si to ensure Departme punctual manner. Fa	nance and preventa ts idle prior to each ent staff can accurate ailure to properly ma	tive maintenance are election, scheduled ely process each elec	e necessary to k mechanical mai ction's hundreds nt could negativ	ntenance prior to e of thousands of vo ely affect the Depa	nine running efficiently. each election is necessary ote-by-mail envelopes in a rtment's ability to handle		
the most recent	ly approved PSC. the Department red				orevious PSC, attach copy of gh PSC#48101-13/14 and		
	is the only vendor a	vailable to provide po e Department would			the Agilis machines. Unless 3.		
E. If this is a request another five yea not applicable	for a new PSC in exc rs, please explain w		if your request i	s to extend (modify	y) an existing PSC by		
2. Reason(s) for the Re		d attach any relevant	supporting doc	cuments):			
✓ Services required	on an as-needed, in	termittent, or period	lic basis (e.g., pe	eaks in workload).			
R Explain the qualify	ing circumstances:						

3. Description of Required Skills/Expertise

Provision of these services requires a very high level of expertise regarding Agilis mechanical and software components. It would not be practical to train City workers to do such complex work only once or twice a year.

- A. Specify required skills and/or expertise: Provision of these services requires a very high level of expertise regarding Agilis mechanical and software 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 so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

No City employees are able to provide these specific services.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - Provision of these services requires a very high level of expertise regarding Agilis mechanical and software components.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to train City workers to do such complex work only once or twice a year.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. Yes. Upon completion of any improvements, updates, upgrades or system changes, Contractor will provide operational, maintenance, and troubleshooting training to Department staff assigned to operate Agilis machines. Additionally, at the request of the Department, Contractor shall provide as-needed training for new lead Department staff assigned to operate the Agilis. Staff training shall include, but not be limited to: basic operation of all sort passes, production and saving of reports, data import and export, and basic maintenance, cleaning and troubleshooting. The training will be approximately 20 hours.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
 Yes.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

 Yes.
- **7.** <u>Union Notification</u>: On <u>04/28/2021</u>, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Fisher Zhu Phone: 415-553-0725 Email: fisher.zhu@sfgov.org

Address: <u>1 Dr. Carlton B. Goodlett Place, Room 48 San Francisco, CA 94102</u>

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42224 - 20/21 DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 08/02/2021

Civil Service Commission Action:

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccoordinator@sfgov.org on behalf of fisher.zhu@sfgov.org

Sent: Wednesday, April 28, 2021 12:48 PM

To: Zhu, Fisher (REG); cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com;

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local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com;

thomas.vitale@seiu1021.org; Zhu, Fisher (REG); DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Notice for new PCS over \$100K PSC # 42224 - 20/21

RECEIPT for Union Notification for PSC 42224 - 20/21 more than \$100k

The ELECTIONS -- REG has submitted a request for a Personal Services Contract (PSC) 42224 - 20/21 for \$140,465 for Initial Request services for the period 08/01/2021 – 08/01/2023. Notification of 30 days (60 days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/16403 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 Office of Contract Administration Purchasing Division

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **February 15, 2020**, in San Francisco, California, by and between **Runbeck Election Services**, **Inc.** ("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, on September 28, 2011, the Department purchased an Agilis ballot sorting system from Contractor which allows the Department to automatically sort, scan, and gather data from election ballot envelopes at high speed, eliminating the need for manual sorting and scanning;

WHEREAS, the Department and Contractor later entered into an Agreement, dated August 5, 2014, for software licenses, and maintenance and support services for the hardware and software components of the Agilis ballot sorting system;

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the first two-year option set forth in the Agreement, purchase additional equipment, and to update standard contractual clauses;

WHEREAS, in addition, the Department wishes to purchase a second Agilis ballot sorting system from Contractor and corresponding licenses, maintenance, support, and training;

WHEREAS, the Contractor represents and warrants that it is qualified to provide such software and services for the second Agilis ballot sorting system;

WHEREAS, the Civil Service Commission provided its approval for the first two-year option identified in Section 3a of the Agreement, on June 3, 2019 (PSC# 48101-13/14); and

WHEREAS, the Civil Service Commission provided its approval for additional maintenance and support services for the second Agilis ballot sorting system purchased through this Amendment, on August 19, 2019 (PSC# 23737-19/20);

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 August 5, 2014 between Contractor and City.

- **1b.** Equipment. The term "Equipment" shall mean "Contractor's Agilis ballot sorting system, as set forth in Appendix A-1 and Appendix A-2, including its software components, its hardware and mechanical components, and accompanying Automated Signature Recognition software."
- 1c. Licensed Software. The term "Licensed Software" shall mean "Licensed programs and associated documentation licensed to City by Contractor, including the third-party automated signature recognition software, as listed in Appendix A-1 and Appendix A-2, and any modification or Upgrades or modifications to the program(s) provided under this Agreement."
- **1d. 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:
- **<u>2a. Term of Maintenance and Support Services.</u>** Section 3a of the Agreement currently reads as follows:

3. Term of the Agreement

a. **Term of Maintenance and Support Services.** Subject to Section 2, the term of the Maintenance and Support Services provisions of this Agreement shall be from August 5, 2014 to August 5, 2019. The City may, as its discretion, exercise up to two options for a period of two years each. The first two-year option would extend the term of the Maintenance and Support Services to August 5, 2021, and the second two-year option would extend the term to August 5, 2023.

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

3. Term of the Agreement

- a. **Term of Maintenance and Support Services.** Subject to Section 2, the term of this Agreement shall be from August 5, 2014 to August 5, 2021. The City may, as its discretion, exercise a two-year option that would extend the term of this Agreement to August 5, 2023.
 - **<u>2b. Compensation.</u>** Section 5 of the Agreement currently reads as follows:
- **5.** Compensation. Subject to the breakdown of costs and terms of Appendix D ("Calculation of Charges"), compensation shall be due and payable within 30 days of the date of invoice. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Equipment required under this Agreement is received from Contractor and approved by the Department as being in accordance with this Agreement.

- a. **Maximum Amount of Agreement.** In no event shall the amount of this Agreement exceed two hundred thirty eight thousand one hundred twenty-seven dollars (\$238,127).
- b. **Software License Fees.** The total of the five annual installments for software license fees, as set forth in Appendix D, shall constitute total and final payment for the perpetual site license for the Licensed Software.
- c. **Maintenance and Support Fees.** All fees for maintenance and support services are set forth in Appendix D.

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

- **5.** Compensation. Subject to the breakdown of costs and terms of Appendix D-1 and Appendix D-2, compensation shall be due and payable within 30 days of the date of invoice. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Equipment required under this Agreement is received from Contractor and approved by the Department as being in accordance with this Agreement.
- a. **Maximum Amount of Agreement.** In no event shall the amount of this Agreement exceed seven hundred eleven thousand nine hundred and thirty five dollars (\$711,935).
- b. **Purchase of Equipment.** All fees for Equipment identified in Appendix A-1 and Appendix A-2, as set forth in Appendix D-1 and Appendix D-2.
- c. **Software License Fees.** The total of the annual installments for software license fees, as set forth in Appendix D-1 and Appendix D-2, shall constitute total and final payment for the perpetual site license for the Licensed Software.
- d. **Maintenance and Support Fees.** All fees for maintenance and support services are set forth in Appendix D-1 and Appendix D-2.
 - <u>2c. Taxes.</u> Section 20 of the Agreement currently reads as follows:
- **20.** Taxes. Payment of any taxes, including possessory interest taxes, and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor.

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

20. Taxes.

- a. **Contractor's Payment Obligations.** Payment of any taxes, including possessory interest taxes, and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor.
- b. **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.
 - **<u>2d. Insurance.</u>** Section 25 is hereby replaced in its entirety to read as follows:

25. 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 and \$2,000,000 general aggregate 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) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
- (a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;
- (b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
- (c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

- 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. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."
- d. 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.
- e. 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.
- f. Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- g. The Workers' Compensation policy(ies) 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.
- h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.
- **<u>2e. Limitations on Contributions.</u>** Section 39 is hereby replaced in its entirety as follows:
- **39.** Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date

the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

- **2f.** First Source Hiring Program. Section 58f (Waiver) is hereby deleted in its entirety.
- **2g. Distribution of Beverages and Water.** Section 60 is added to the Agreement, as follows:
 - 60. Distribution of Beverages and Water.
- a. **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- b. **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.
- **2h.** Consideration of Criminal History in Hiring and Employment Decisions. Section 61 is added to this Agreement, to read as follows:

61. Consideration of Criminal History in Hiring and Employment Decisions.

- a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing

work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

- c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, 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.
- d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 25(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
- g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.
- h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

- **2i. Appendix A (Equipment Schedule).** Appendix A is hereby replaced in its entirety by Appendix A-1 (for the first Agilis ballot sorting system) and Appendix A-2 (for the second Agilis ballot sorting system), attached to this Amendment and fully incorporated within the Agreement.
- **2j.** Appendix D (Calculation of Charges). Appendix D is hereby replaced in its entirety by Appendix D-1 (for the first Agilis ballot sorting system) and Appendix D-2 (for the second Agilis ballot sorting system), attached to this Amendment and fully incorporated within the Agreement.
- **3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this First 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

Recommended by:

John Arntz Director

Department of Elections

Approved as to Form:

Dennis J. Herrera City Attorney

By:

Andrew Shen

Deputy City Attorney

CONTRACTOR

Runbeck Election Services, Inc.

Jeff Ellington

President and COO 2800 S. 36th Street

Phoenix, Arizona 85034

City vendor number: 85121

Approved:

Alaric Degrafinried

Director of the Office of Contract Administration, and Purchaser

City and County of San Francisco

DHR Approved for 08/19/2019

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ELECTIO	ONS REG		Dept. Code: REG					
Type of Request:	✓ Initial	☐ Modification of	an existing PSC (PSC #)					
Type of Approval:	☐ Expedited	Annual	(Omit Posting)					
Type of Service: Annua	al Maintenance							
Funding Source: <u>Ger</u> PSC Amount: <u>\$295,0</u>		SC Est. Start Date: <u>08/01/2</u>	PSC Duration: 4 years 1 day 2019 PSC Est. End Date: <u>08/01/2023</u>					
contract for the pure software licensing.	c: Elections (Departm hase of a ballot so The Department pro	rting machine (Agilis), and eviously received CSC app	e Commission (CSC) approval to enter into a four years of associated annual maintenance and roval through PSC#48101-13/14 for similar this request will closely match the previous PSC					
	he cost of the equip		the future contract, \$295,000. 55% of the) and 45% is for annual maintenance and					
Scope of Work:								
software and hardw	are components of		intenance, configuration, and testing of the em. During the Election period, the Contractor will of denial:					
The annual maintena efficiency and to prev maintenance prior to Vote-By-Mail envelop	ance and preventat vent deterioration o each election to th bes the Departmen ats ability to process	ive maintenance is necessa ver time. Because the mac e mechanical components t receives. Failure to prope	ary to keep the machine running at peak thine sits idle for much of the year, scheduled are fine tuned to handle the thousands of rly maintenance the equipment could negatively and certify the election with the timeframe					
C. Has this service	e been provided in	the past. If so, how? If the	e service was provided via a PSC, provide the most					
The Department prev		C approval through PSC#4	8101-13/14 for similar services for an Agilis y match the previous PSC request.					
D. Will the contra	act(s) be renewed?	No.						
2. <u>Union Notification</u> : request: <u>all unions</u>		Department notified the fo	ollowing employee organizations of this PSC/RFP					

PSC# 23737 - 19/20	FOR D	DEPARTMENT OF HUMAN	KESOUKCES USE					
DHR Analysis/Recomm Commission Approv		08/19/201	9					

3.

Ci	ity and County of San Francisco Department of Hu	Department of Human Resources					
3.	Description of Required Skills/Expertise A. Specify required skills and/or expertise: To maintain the machinery, an individual would require a high level of knowledge and mechanical and software components.	d experti	ise in the Agilis				
	B. Which, if any, civil service class(es) normally perform(s) this work? none,	au 2					
	 Will contractor provide facilities and/or equipment not currently possessed by the No. 	ne City?	If yes, explain:				
4.	Why Classified Civil Service Cannot Perform A. Explain why civil service classes are not applicable:						
	To maintain the machinery, an individual would require a high level of knowledge and mechanical and software components.	d expert	ise in the Agilis				
	B. Would it be practical to adopt a new civil service class to perform this work? Ex No it would not be practical to adopt a new civil service class to perform this work. To individual would require a high level of knowledge and expertise in the Agilis mechan components. Additionally, the Department has a low frequency of needing this service.	o mainta nical and	d software				
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? The vendor is expected to provide no more than 20 hours of training over the	/					
	C. Are there legal mandates requiring the use of contractual services?						

A.	Will the contractor directly supervise City and County employee?							
В.	Will the contractor train City and County employee? The vendor is expected to provide no more than 20 hours of training over the contractor training over the co	/						
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? 48101-13/14 Summary and CSC NOA							
F.	Will the proposed work be completed by a contractor that has a current PSC contract with your department?	/						
\square The above information is submitted as complete and accurate on Behalf of the department head on $07/25/2019$ by:								
Name: Nataliya Kuzina Phone: 415-554-5683 Email: nataliya.kuzina@sfgov.org								
Address: 1 Dr. Carlton B. Goodlett Pl. Room 48 San F San Francisco, CA								

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: <u>ELECTION</u>	S REG			Dept. Code: <u>REG</u>			
Type of Request:	☑Initial	☐Modification	of an existing PSC	(PSC #)		
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)		
Type of Service: Redistr	icting consultancy	<u>services</u>					
	vices to be Contractricting Task Force occurring, legally-m	(RTF) in the special andated work, and	ized work of analy to assist the Depa	artment of Election	graphic, and geographic swith modifying any data		
longer be equal in po Force (RTF) to adjust the Board of Supervis by April 15 of the yea the next such electio April 15, 2022. To pro	arter § 13.110(d), ir pulation following Supervisorial Distrisors, and the Election in which the next in is scheduled for I operly analyze the	f the Director of Ele a federal census, the ict lines. The RTF, wons Commission ea a scheduled election November 8, 2022, data from the 2020	ections determined the Board of Super which, per the Cha the Appoint 3 men on for members of the RTF is expected the census and to ass	visors must conver rter, must consist on thers), must complethe Board of Supered to release revises sist the RTF in comp	sorial Districts will no ne a Redistricting Task of 9 members (the Mayor, ete the redrawing process visors will be held. Since ed local district maps by pleting its work, the process would violate local		
the most recently	approved PSC.	-			revious PSC, attach copy of ided by Q2 Data Research		
D. Will the contract(s	be renewed?						
E. If this is a request f another five year not applicable	or a new PSC in ex s, please explain w		r if your request i	s to extend (modify	v) an existing PSC by		
2. Reason(s) for the Rea		d attach any releva	nt supporting doc	uments):			
✓ Services required o		•					
	services requires	a very high level of donly once per dec			es and software and this e.		

3. <u>Description of Required Skills/Expertise</u>

A. Specify required skills and/or expertise: The contractor must possess expertise in utilizing geographic information system (GIS) redistricting software, including incorporating old district and precinct maps into a GIS program, generating new proposed maps and data tables, adjusting boundary lines on proposed maps in response to RTF and public input, and providing members of the public with methods to submit input about proposed district boundaries via online programs. The redistricting contractor must also have a professional understanding of the Voting Rights Act

- and other relevant legal requirements, be able to collaborate well with the City Attorney's Office in preparing new metes and bounds, be able to assist the RTF in conducting voter education and outreach at approximately 30 public events, attend in-person and remote RTF meetings, and provide answers to public questions.
- 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 so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None, as it would not be prudent or possible to utilize City workers to provide these highly specialized services. They must be completed by persons with very particular technical and legal knowledge.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - Provision of these services requires a very high level of expertise with redistricting processes and software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This specialized work must be completed only once per decade and in a very short period of time.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

 No.
- 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? If so, please explain and include an excerpt or copy of any such applicable requirement.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
 Yes. Previous PSC approval
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.No.
- **7.** <u>Union Notification</u>: On <u>04/21/2021</u>, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Fisher Zhu Phone: 415-553-0725 Email: fisher.zhu@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 48 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49205 - 20/21

DHR Analysis/Recommendation: Civil Service Commission Action:

Commission Approval Required

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccoordinator@sfgov.org on behalf of fisher.zhu@sfgov.org

Sent: Wednesday, April 21, 2021 2:04 PM

To: Zhu, Fisher (REG); cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com;

Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tony@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org;

rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaquey@sfmea.com (contact); ablood@cirseiu.org;

kcarter martinez @cirseiu.org; ecassidy @ifpte 21.com; Wendy Wong 26 @yahoo.com; wendy 26 @

@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org;

jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org;

pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net;

leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org;

davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee

(HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com;

oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com;

local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com;

thomas.vitale@seiu1021.org; Zhu, Fisher (REG); DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Notice for new PCS over \$100K PSC # 49205 - 20/21

RECEIPT for Union Notification for PSC 49205 - 20/21 more than \$100k

The ELECTIONS -- REG has submitted a request for a Personal Services Contract (PSC) 49205 - 20/21 for \$150,000 for Initial Request services for the period 06/01/2021 – 04/15/2022. 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/16367 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)

SEC. 13.110. ELECTION OF SUPERVISORS.

- (a) The members of the board of supervisors shall be elected by district as set forth in this section.
- (b) The City and County shall be divided into 11 supervisorial districts as set forth in this section. Beginning with the general municipal election in 2000, and until new districts are established pursuant to this section, these districts shall be used for the election or recall of the members of the board of supervisors, and for filling any vacancy in the office of member of the board of supervisors by appointment. Once new districts are established, those districts shall be used for the same purposes. No change in the boundary or location of any district shall operate to abolish or terminate the term of office of any member of the board of supervisors prior to the expiration of the term of office for which such member was elected or appointed.
 - (c) [See editor's note following the concluding paragraph (f) of this section.]
- (d) Within 60 days following publication of the decennial federal census in the year 2000 and every decennial federal census after that, the Director of Elections shall report to the Board of Supervisors on whether the existing districts continue to meet the requirements of federal and state law and the criteria for drawing districts lines set in the Charter.

The criteria for drawing districts lines are:

Districts must conform to all legal requirements, including the requirement that they be equal in population. Population variations between districts should be limited to 1 percent from the statistical mean unless additional variations, limited to 5 percent of the statistical mean, are necessary to prevent dividing or diluting the voting power of minorities and/or to keep recognized neighborhoods intact; provided, however, that the redistricting provided for herein shall conform to the rule of one person, one vote, and shall reflect communities of interest within the City and County. Census data, at the census block level, as released by the United States Census Bureau, statistically adjusted by the Bureau to correct the unadjusted census counts for any measured undercount or overcount of any subset of the population according to the bureau's Accuracy and Coverage Evaluation or other sampling method, shall be used in any analysis of population requirements and application of the rule of one person one vote. In the event such adjusted census data, at the census block level, are not released by the Bureau, population data, at the census block level, adjusted by the California Department of Finance for any measured undercount or overcount maybe used.

If it is determined that the districts are in compliance with all legal requirements, including the requirement that they be equal in population, the current districts as drawn will be valid for the next decade. If it is determined that any of the districts are not in compliance, the Board of Supervisors by ordinance shall convene and fund a nine-member elections task force. Three members shall be appointed by the Board of Supervisors, three members shall be appointed by the Mayor, and three members shall be appointed by the Director of Elections unless an Elections Commission is created in which case the appointments designated to the Director of Elections shall be made by the Elections Commission. Task Force shall be appointed by January 8, 2002 and following the publication of each decennial federal census thereafter, shall be appointed within sixty days after issuance of a report by the Director of Elections to the Board of Supervisors that the districts are not in compliance, pursuant to this subsection.

Members of the Task Force previously appointed by the Director of Elections shall serve on the Task Force until the Elections Commission, if established, appoints three members to the Task Force, whereupon the terms of the members appointed by the Director of Elections shall expire.

The Director of Elections shall serve ex officio as a non-voting member. The task force shall be responsible for redrawing the district lines in accordance with the law and the criteria established in this Section, and shall make such adjustments as appropriate based on public input at public hearings.

The Task Force shall complete redrawing district lines before the fifteenth day of April of the year in which the first election using the redrawn lines will be conducted. The Board of Supervisors may not revise the district boundaries established by the Task Force.

If the Task Force determines that the adjusted population data to which this subsection refers are not available a sufficient period of time before the fifteenth day of April in order to use the adjusted population data in redrawing the district lines for the following supervisorial election, and the adjusted population data demonstrate more than a five percent variance from the figures used in redrawing the district lines for the [sic] that supervisorial election, the Task Force shall by the fifteenth day of April immediately preceding the next supervisorial election redraw the district lines for that supervisorial election in accordance with the provisions of this section. The procedures for redrawing supervisorial lines following the publication of every subsequent decennial federal census shall follow the procedures established by this Section.

The City Attorney shall remove the description of district lines found in this subsection from the Charter after the Elections Task Force has completed redrawing the district lines as set forth above. Following each redrawing of the district lines thereafter, the City Attorney shall cause the redrawn district lines to be published in an appendix to this Charter.

- (e) Each member of the board of supervisors, commencing with the general municipal election in November, 2000, shall be elected by the electors within a supervisorial district, and must have resided in the district in which he or she is elected for a period of not less than 30 days immediately preceding the date he or she files a declaration of candidacy for the office of supervisor, and must continue to reside therein during his or her incumbency, and upon ceasing to be such resident shall be removed from office.
- (f) Notwithstanding any provisions of this section or any other section of the charter to the contrary, the respective terms of office of the members of the board of supervisors who shall hold office on the eighth day of January, 2001, shall expire at 12 o'clock noon on said date and the 11 persons elected as members of the board of supervisors at the general election in 2000 shall succeed to said offices on said eighth day of January, 2001. At that time, the clerk of the board of supervisors shall determine by lot whether the supervisors elected from the even- or odd-numbered supervisorial districts at the general municipal election in 2000 shall have terms of office expiring at noon on the eighth day of January, 2003, and which shall have terms of office expiring at noon on the eighth day of January, 2005; commencing, however, with the general municipal election in November, 2002, the terms of office of the supervisors elected from the even- or odd-numbered supervisorial districts, as the case may be, shall be for a term of four years and shall continue as such thereafter. Those members of the board of supervisors elected at the general election in 1998, and those elected at the general election in 2000 who only serve an initial two-year term, shall not be deemed to have served a full term for purposes of the term limit established in Section 2.101.

(Added November 1996; amended November 1999; November 2001)

City and County of San Francisco Department of Elections



Formal Request for Proposals: 2021-2022 Redistricting Consultant REG RFP #2021-01

This Solicitation can be viewed on the City's Supplier Portal: https://sfcitypartner.sfgov.org/pages/index.aspx

RFP Issued: March 26, 2021

Pre-Proposal Conference: April 1, 2021

Proposals Due: April 22, 2021

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Attachments:

- Attachment 1: Template for Professional Services Agreement (Form P-600)
- Attachment 2: Proposer Questionnaire
- Attachment 3. Proposer Information and Reference Form
- Attachment 4: HCAO and MCO Declaration Forms
- Attachment 5: Contract Monitoring Division Form 3

I. OVERVIEW

A. Purpose

The purpose of this Request for Proposals (RFP) is to identify a contractor to support the City's Redistricting Task Force (RTF) in completing the specialized work of analyzing the Census, demographic, and geographic data relevant to considering the boundaries for San Francisco's 11 Supervisorial districts. The consultant will also assist the Department of Elections (Department) in applying the boundaries the Task Force establishes to the Department's mapping tools and programs. The consultant may also support the City in related redistricting projects. The contractor involved in this project must demonstrate an ability to become familiar with both San Francisco and Census population data, as well as an understanding of relevant local, state, and federal laws. The ideal consultant will have successfully collaborated on previous redistricting projects with mid- to large-sized cities, preferably in California, within the previous 10 to 11 years.

B. Background

The United States Census Bureau has recently indicated that the agency expects to release census data by September 30, 2021. In San Francisco, after the release of Census data, the Director of Elections must, within 60 days, inform the Board of Supervisors (Board) whether existing Supervisorial districts contain equal populations, and "whether the existing districts continue to meet the requirements of federal and state law and the criteria for drawing district lines set in the Charter" as required under San Francisco Charter section 13.110(d). Changes in the timeframe for the release of Census data will affect when the Director reports to the Board.

Due to population changes in San Francisco, the Department expects the City will need to redraw Supervisorial district boundary lines. When the Director formally informs the Board of the need to redraw boundary lines, the City's Charter requires the Board "by ordinance shall convene and fund a nine-member elections task force" within 60 days of receiving the report from the Director. The Mayor, Board, and Elections Commission will then each appoint three members to the RTF. Given the Census Bureua's announced delay in the release of census data, the Board may convene the RTF prior to the Director's formal notification of the Board of the need for redistricting.

The Charter requires the RTF to complete the redrawing of Supervisorial district lines by April 15 of the year in which the next scheduled elections for Supervisors are held in the City. With the next election for members of the Board of Supervisors scheduled for November 8, 2022, the RTF must complete its work by April 15, 2022.

Following redistricting, the Department will need to redraw the lines of San Francisco's' voting precincts, or "reprecinct." The successful Proposer will assist the Department in applying data generated by the RTF to facilitate reprecincting.

C. Funding

The funding amount for work related to establishing boundaries for Supervisorial districts is \$150,000. The City will apply the Contractor's billing rates that the Contractor included in its Price Proposal as part of the its bid to any additional work the City may request. All costs are contingent on the results of contract negotiations.

D. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of one year, and with a one-year option.

E. Anticipated Schedule

Following is the anticipated schedule for selecting a proposal and executing the contract:

EVENT	DATE
Department Issues RFP	3/26/2021
Department Conducts Pre-Proposal Conference	4/1/2021
Deadline for Submission of Written Questions/Requests for Clarification	4/6/2021
Department Issues Responses to Questions/Requests for Clarification	4/8/2021
RFP Proposals Due	4/22/2021
Oral Interviews	TBD
Department Issues Notice of Intent to Award Contract	5/5/2021

F. Pre-proposal conference

Those who are interested in submitting a proposal in response to this RFP are invited to attend an **online pre-proposal conference on April 1, 2021, at 2 p.m.** For an invitation link, please contact Leo Samuelson at *leo.samuelson@sfgov.org*.

The pre-proposal conference will begin at the time specified. Proposers' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the pre-proposal conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation.

Any change or addition to the requirements contained in this Solicitation as a result of the pre-proposal conference will be executed by a written Addendum to this Solicitation. All Proposers are responsible to check for any Addendum to this Solicitation or other pertinent information posted on the City's Supplier Portal: sfcitypartner.sfgov.org/pages/index.aspx.

Following the pre-proposal conference, **Proposers may submit any additional questions regarding this RFP by 5 p.m. on April 6, 2021 via email** to Leo Samuelson at *leo.samuelson@sfgov.org*. The Department will post responses at <u>sfcitypartner.sfgov.org/pages/index.aspx</u>.

All answers, addendums, and updates will be posted on the City's Supplier Portal: sfcitypartner.sfgov.org/pages/index.aspx. Failure to take notice of any answers, addendums or updates

shall not excuse any party submitting a proposal from meeting any requirements associated with this RFP.

G. How to Register as a City Supplier

The following requirements pertain only to Proposers <u>not</u> currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

https://sfcitypartner.sfgov.org/pages/index.aspx

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- a. **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- b. Chapter 12(B) and 12(C) Inquiries: For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

II. Scope of Work

The list of tasks in this section is intended to be used as an overall rather than as a complete description of all work necessary to fulfill the City's redistricting responsibilities. Parties are encouraged to describe additional or different tasks in their proposals pertinent to redistricting work as necessary to describe their qualifications and experiences.

- **A.** Develop the redistricting database that includes Census data, election data, neighborhood boundaries, and other relevant data.
- **B.** Utilize geographic information systems ("GIS") to facilitate the redistricting process during ongoing consideration of district boundaries, e.g., ArcGIS, to integrate new census data with Cityspecific mapping files.
- C. Assist the RTF in developing criteria for district boundaries, support the establishment of sample district boundaries, and implement criteria set by the RTF for setting draft and final boundaries.
- **D.** Provide statistical analysis of racially polarized voting practices as necessary in support of the RTF's consideration of district boundaries.
- **E.** Support the RTF in complying with and applying Voting Rights Act requirements and collaborate with the City Attorney's Office regarding the Act's criteria.
- **F.** Incorporate existing district and precinct maps into a GIS program and generate new proposed maps/data tables in conformance with all legal requirements.

- **G.** Assist the RTF in conducting public education and outreach about the redistricting process at approximately 30 meetings and events, and depending on pandemic-related health and safety measures, possibly appearing in person at sites located in various locations in the City.
- **H.** Adjust district and precinct boundary lines on proposed maps in response to RTF and public input, both during live meetings and after meetings have ended, and provide responses to questions regarding any adjustments.
- I. Support the RTF in providing members of the public with methods to provide input into district boundaries using online programs, including programs that allow members of the public to draw proposed boundary lines, and allow members of the public to provide comments on proposed boundaries.
- **J.** Attend in-person, or remotely when necessary, to participate in RTF meetings throughout the redistricting period.
- **K.** Prepare district metes and bounds for review by the Office of the City Attorney.
- L. Perform related tasks as necessary to assist the RTF and the Department in completing redistricting projects in a timely manner.

III. SUBMISSION REQUIREMENTS

A. Deadline

To be considered by the selection panel, a proposal must be received by <u>5:00 p.m. PST on April 22</u>, <u>2021</u>. Late proposals will be considered non-responsive.

B. Delivery

To be considered by the selection panel, a proposal must be **emailed in one communication** to Leo Samuelson at *leo.samuelson@sfgov.org* with the subject "2021 Redistricting RFP".

C. Format

To be considered by the selection panel, all proposal documents must be formatted such that they <u>can be printed on 8.5 x 11 inch paper</u>. In addition, for ease of reading, the Department requests such documents be left-aligned and written in a serif font such as Times New Roman, with at least one-inch margins on all sides of each page.

IV. WRITTEN PROPOSAL (90 Points)

A. Qualifications Summary (20 Points)

Proposers must demonstrate their qualifications and technical capabilities to fulfill all services specified and required to successfully accomplish the tasks involved in this project. If Proposer is a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The Lead JV Partner shall demonstrate proven experience in managing and leading.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

De	epartment: <u>HUMAN SER</u>	VICES DSS			Dept. C	ode: <u>DSS</u>		
1	Type of Request:	☑Initial	☐ Modification of	an existing PSC (I	PSC #)		
Т	ype of Approval:	□Expedited	☑ Regular	□Annual	☐ Continuing	☐ (Omit Posting)		
Т	ype of Service: Consulta	nt Services for Dig	nity Fund Communi	ty Needs Assessr	<u>nent</u>			
Р	used in the following ye	ces to be Contract required to cond e Department of I s and service gaps ear to support a Se	uct and prepare the Disability and Aging S ,, and develop recon ervice and Allocation	2022 Dignity Fur Services (DAS) to Inmendations to a Plan that outlin	understand curre address these issue es how the Fund v	eds Assessment. This ent community needs, es. This information will be vill be allocated		
	strategically to address community needs and strengthen the city's aging and disability service network. As outlined and required by the City charter, this project must be conducted and completed in FY 2021-22. B. Explain why this service is necessary and the consequence of denial: In November 2016, San Francisco voters approved an amendment to the Charter of the City and County of San Francisco to establish the Dignity Fund, a protected funding source for social services that support older people, adults with disabilities, veterans, and caregivers. This legislation also mandated a four-year planning and funding cycle. The cycle begins with the Dignity Fund Community Needs Assessment (DFCNA). The DFCNA findings are used in creating a Service and Allocation Plan, which outlines how the Fund will be used over the following four years to address community needs. The first DFCNA project was completed in 2018. Denying these services would mean the Department would be out of compliance of the legislation with possible repercussions from the Board of Supervisors. C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.							
	D. Will the contract(s) by Yes. Depending on fund		rformance					
	E. If this is a request for another five years, not applicable		•	f your request is	to extend (modify) an existing PSC by		
2.	Reason(s) for the Requ		attach any relevant	supporting docu	ments):			
	☑ Short-term or capital	projects requiring	g diverse skills, exper	tise and/or know	vledge.			
	✓ Services required on	an as-needed, into	ermittent, or periodi	c basis (e.g., pea	ks in workload).			
		d immediately per	the Dignity Fund Lepoad depending on th	-	-	in nature and the services		

3. <u>Description of Required Skills/Expertise</u>

A. Specify required skills and/or expertise: Communications services including outreach to targeted populations served by the Agency, grant writing, program planning and evaluation, technical writing, environmental and industrial assessment services, population surveys, business process mapping, technology solutions for agency operations,

quantitative analysis, qualitative research, community engagement experience.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None as these services are only needed for a short period of time, every four years.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

This project is short-term and will require the time and contributions of multiple additional people to complete, due to the scale of work and variety in skill sets required (e.g., quantitative analysis, qualitative research, community engagement experience). The Dignity Fund legislation permits the hiring of consultants and outside experts for services required to conduct this project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to create a new class because of the immediate, short-term and on demand need for these services.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.No. Services will not require training of City and County employees.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
 No.
- 7. <u>Union Notification</u>: On <u>06/07/2021</u>, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

☐ I CERTIFY ON BEHALF OF TH	HE DEPARTMENT THAT	THE INFORMATION	CONTAINED IN ANI	D ATTACHED T	O THIS FORM IS
COMPLETE AND ACCURATE:					

Name: Esperanza Zapien Phone: 557-5657 Email: esperanza.zapien@sfgov.org

Address: 1650 Mission Street, 5th Floor San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41787 - 20/21

DHR Analysis/Recommendation: Civil Service Commission Action:

Commission Approval Required DHR Approved for 08/02/2021

Receipt of Union Notification(s)

From: dhr-psccoordinator@sfgov.org

To: Zapien, Esperanza (HSA); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com;

<u>tmathews@ifpte21.org</u>; <u>kschumacher@ifpte21.org</u>; <u>pkim@ifpte21.org</u>; <u>amakayan@ifpte21.org</u>;

L21PSCReview@ifpte21.org; Acevedo, Annyse (HSA); DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Notice for new PCS over \$100K PSC # 41787 - 20/21

Date: Monday, June 7, 2021 9:20:44 AM

RECEIPT for Union Notification for PSC 41787 - 20/21 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 41787 - 20/21 for \$250,000 for Initial Request services for period 08/01/2021 - 06/30/2023. Notification of 30 days (60 days for SEIU)

required.

After logging into the system please select link below, view the information

verify receipt:

http://apps.sfgov.org/dhrdrupal/node/16560 For union notification, please see the TO: field of the email to verify receipt. If you do not see all the

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)

Civil Service Commission

Civil Service Commission - September 18, 2017 - Agenda

Meeting Date:

September 18, 2017 - 2:00pm

Location:

City Hall - Room 400 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Related Meeting Content:

Supporting Documents Minutes

AGENDA

Regular Meeting

September 18, 2017

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

A request to hear an item after 5:00 p.m. should be directed to the Executive

Officer as soon as possible following the receipt of notification of an upcoming hearing. Requests may be made by telephone at (415) 252-3247 and confirmed in writing or by fax at (415) 252-3260.

CALL TO ORDER & ROLL CALL

The following services are available on request 48 hours prior to the meeting; except for Monday meetings, for which the deadline shall be 4:00 p.m. of the last business day of the preceding week. For American Sign Language interpreters or the use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please contact the Commission office to make arrangements for the accommodation. Late requests will be honored, if possible.

Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should call our ADA coordinator at (415) 252-3254 or (415) 252-3247 to discuss meeting accessibility. In order to assist the City's efforts to accommodate such people, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City to accommodate these individuals.

Know your Rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, or to obtain a free copy of the Sunshine Ordinance, contact Victor Young, Administrator of the Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689 at (415) 554-7724, by fax: (415) 554-7854, by e-mail: sotf@sfgov.org, or on the City's website at www.sfgov.org/bdsupvrs/sunshine.

San Francisco Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (San Francisco Campaign and Governmental Conduct Code Section 2.100) to

register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Ave., Suite 220, San Francisco, CA 94102, telephone (415) 252-3100, fax (415) 252-3112 and web site http://www.sfgov.org/ethics/.

City and County of San Francisco

Civil Service Commission

Agenda for Regular Meeting
September 18, 2017
2:00 p.m.

(1)	CALL TO ORDER AND ROLL CALL	
	President Kate Favetti	
	Vice President F. X. Crowley	
	Commissioner Douglas S. Chan	
	Commissioner Scott R. Heldfond	
	Commissioner Gina M. Roccanova	
(2)	REQUEST TO SPEAK ON ANY MATTER WITHIN THE J COMMISSION BUT NOT APPEARING ON TODAY'S AG	
(3)	APPROVAL OF MINUTES - Action Item	
	Regular Meeting of August 21, 2017	
	Recommendation:	Adopt the minutes.

(4)	<u>ANNOUNCEMENTS</u>	
	Announcement of changes to the agenda.	
	Other announcements.	
(5)	HUMAN RESOURCES DIRECTOR'S REPORT	
(6)	EXECUTIVE OFFICER'S REPORT	
	Year-End Report on the Civil Service Commission 2017. (File No. 0306-17-1) – Action Item	n's Activities and Achievements in Fiscal Year 2016-
	Recommendation:	Adopt the report.
RAT	TFICATION AGENDA	

All matters on the Ratification Agenda are considered by the Civil Service Commission to be non-contested and will be acted upon by a single vote of the Commission. There will be no separate discussion on these items unless a request is made; in which event, the matter shall be removed from the Ratification Agenda and considered as a separate item. Each individual addressing the Commission will be limited to a maximum time limit of five minutes for all items severed from the Ratification Agenda.

Review of Request for Approval of Proposed Personal Services Contracts.

(7) (File No. 0293-17-8) – Action Item

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
40235- 16/17	General Services Agency – Public Works	\$9,000,000	Consultants will perform highly specialized civil engineering tasks that include, but is not limited to, roadway, curb ramp, and sewer site improvement design, land surveying services, designing compliant curb ramps per City standards and ADA requirements, traffic counting vehicles during specified times during the day and/or setting up traffic counting equipment for traffic flow pattern analysis and evaluation, and other civil engineering consultation services.	Regular	12/31/2023
49270- 16/17	Airport	\$6,000,000	The San Francisco International Airport (SFO) requires acoustical engineering consulting and airport noise data collection services to be performed by an independent 3 rd party. The result is that the noise information that the Airport provides to the public community is verified and validated by an independent 3 rd party. State of California Code of Regulations Title 21, Chapter 2.5, Subchapter 6 – Noise Standards, requires airports to report aircraft noise levels on a quarterly basis for incompatible land uses (e.g. residences, schools, hospitals etc.) exposed to a Community Noise Equivalent Level of 65 decibels. Additionally Federal Aviation Regulations Part 150 requires that airports maintain an Airport Noise Management System to address noise issues.	Regular	12/31/2027

The Contractor will provide independent collection and verification of noise data; and noise related services for the Airport's Noise Abatement Office at SFO. The services include maintenance of the Airport's aircraft noise and operations monitoring system, monitoring of noise levels and development of State and Federally required noise contour maps, and replacement of approximately 42 end-of-life noise monitoring terminals.

In addition, the Contractor will use specialized software to generate independent noise reports and quarterly noise contour maps of the Airport's noise impact area and report to San Mateo County on the Airport's progress in reducing the noise impact area.

As part of the San Francisco International
Airport's (Airport) 5-year Capital Plan, Airport
staff will require As-Needed Project
Management Support Services (PMSS)
contractors for short-term capital projects with
expertise in: project controls, scheduling and
cost estimating, pre-construction services, peer
reviews, specialty design engineers, specialty
construction inspectors, and specialty material
testing and commissioning services.
Consultants with experience and knowledge in
Airport design and construction of terminals, airside and land-side development, special
systems and commissioning will be required.

43357-

17/18

Airport

\$9,000,000

Regular 12/31/2022

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
42644- 16/17	Elections	\$175,000	The City and County of San Francisco (City) is considering the feasibility of its options for developing a highly accessible, open source voting system (System), and the costs and time frames associated with those options. This System must support the City in conducting ranked-choice voting elections in multiple languages: English, Chinese, Spanish, and Filipino.	Regular	1/26/2018

proposals (RFP) from individuals or firms

To identify the options available to the City in developing the System, the City's Department of Elections (Department) is issuing this request for (Contractors) who are qualified to prepare a business case to inform the City of its options and associated costs and timelines. Further, the business case must consider post-development matters as well.

The Contractor must complete the business case by January 26, 2018, for review by the Mayor's Office and the Committee on Information Technology (COIT), which will inform the City's next steps regarding possibly developing a System.

As described in greater detail in Section II, "Scope of Work," the City is seeking proposals intended to provide the City with strategic, financial, technical, and transactional advisory services that analyze the City's options for developing, certifying, and adopting an accessible, open source voting system which also incorporates the highest possible levels of accuracy, transparency, security, and auditability.

The Contractor's assessment will extend beyond the City's options to develop a System, but also will assess the requirements associated with maintaining the System after an initial implementation. For instance, the business case must contemplate that the System will require ongoing development due to changes in law, election processes, or other factors such as voters' user preferences. Additionally, the business case must also provide an assessment and options for reviewing the System's functions after initial implementation occurs, including the testing and maintenance of the System during non-election periods.

The City is seeking a Contractor with a record of success in advising public entities on large, multiphase, multi-year, technical development projects. Respondents must demonstrate whether they have successfully advised agencies previously on various project options of the size, type, and level of complexity similar to those associated with this System.

The City desires that the Contractor has experience in developing, implementing, or supporting the use of voting systems and voting equipment, including their maintenance, testing, and upgrading, as well as having experience in software development. Such experience will inform the Contractor's preparation of the business case for providing detail on the costs and timelines associated with the City possibly

developing its own accessible, open source voting system.

The City anticipates that any project to develop an accessible open source voting system will require several phases. The City considers Phase 1to be the preparation and completion of the business case, and expects the business case to inform the City on possible additional phases necessary to develop an open source voting system.

6/30/2021

Regular

The proposed work is refuse collection and disposal of trash, garbage, debris, and recyclables at Juvenile Probation Department's Log Cabin Ranch facility, located at 500 Log Cabin Ranch Road in La Honda

CA (which is in an incorporated area in San Mateo County). The 24/7 juvenile detainee residential facility is owned by the City and County of San Francisco and operated by the Juvenile Probation Department for youth involved in the Juvenile Justice System.

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
47634- 17/18	Municipal Transportation Agency	\$500,000	Vendor, as consultant in assets management, relocation, reconfiguration, and procurement of furniture and fixtures (FF&E consultant), will assist in these services at the SFMTA's various facility locations as identified in the 2017 Facilities Framework. The FF&E consultant will management the procurement and installation processes, from inventory auditing, design layout, and new and existing furniture reviews and recommendations, to final listings of terms requiring immediate attention before sign-off. The FF&E consultant will be responsible for projects that may be at different stages of planning, design, procurement, and (pre- and post-) construction.	Regular	9/14/2020
41798- 17/18	Public Utilities Commission	\$9,500,000	Provide engineering planning, assessment, and design services on an as-needed basis to support projects for electric power transmission, power distribution, street lights, and distributed and central generation of all	Regular	10/31/2022

types (including interconnection facilities), and renewable generation. The Proposers may also be called upon to provide other related engineering or construction management support services during the term of the Professional Services Agreement (Agreement). Such services could include: engineering consultations, preparation of conceptual and stamped design drawings and specifications, the drafting and refining of Electric Services Guidelines and Standards, the review and evaluation of construction documents, construction management, and other services at the discretion of the San Francisco Public Utilities (SFPUC).

The proposed work includes regional landscaping maintenance in the San Francisco Public Utilities Commission (SFPUC's) Sunol/Alameda and Peninsula watersheds. Typical work consists of removing vegetation, maintaining plants, placing grass seeding, installing planting basins, irrigating vegetation, placing mulch, applying herbicides, seed/plant propagule collection and/or placement, repairing irrigation systems, and repairing access paths. Work also includes environmental monitoring, surveys, studies, sample

collection, and resource protection.

Regular 3/31/2021

46757- Public Utilities \$500,000 17/18 Commission

Public Utilities

Commission

\$15,000,000

42982-

17/18

The San Francisco Public Utilities Commission (SFPUC) has installed a network of on-line sensor systems to continuously monitoring the water system and providing early warning indications of abnormalities in our drinking water, including possible contamination events. Additionally, the Event Detection System (EDS) Dashboard was developed to integrate data streams from the on-line instruments, with laboratory and customer complaint data to allow for real-time analysis of data characterize any abnormalities. These components are collectively called the Enhanced Water Quality Monitoring System (EWQM), formerly known as the contaminant monitoring system (CWS). This contract will provide SFPUC with ongoing support and

Regular 10/31/2019

maintenance services for the EWQM to sustain operation so that SFPUC can provide early warning for water quality events and thus protect the health and safety of it's customers. The Contractor will provide preventative maintenance and repair services for the on-line instruments at the EWQM stations including two on-site visits per year, per location and telephone support. The contractor will also provide SFPUC with ongoing support and maintenance services for the EDS Dashboard. This includes a required upgrade to the SFPUC Information Technology (IT) standard, which utilizes the Latitude Geographics Group Geocortex viewer platform.

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
49092-17/18	Public Utilities Commission	\$750,000	The San Francisco Public Utilities Commission (SFPUC) will select one or more firms to provide Financial Advisory (FA) services related to the application submittal and loan negotiation process with the United States Environmental Protection Agency (EPA) for a \$625 million loan under the federal "Water Infrastructure and Finance Innovation Act" (WIFIA). The WIFIA loan will fund 49% of the cost of the SFPUC's Wastewater Enterprise Biosolids Digester Facility Project (BDFP), located at the Southeast Treatment Plant. The BDFP is a \$1.2 billion capital project, and is the largest project of the Wastewater Enterprise's \$6.9 billion master plan Sewer System Improvement Program (SSIP). The selected firms will have a key role in advising the SFPUC in completing the final application package. In addition, the FA(s) will be directly engaged in complex negotiations with the EPA to assure that the WIFIA loan is structured in such a manner as to provide the optimal financial terms for	Regular	9/17/2019
			the SFPUC's Wastewater Enterprise, and that the loan be secured in accordance with the Wastewater Enterprise's Bond Indenture		

and overall financial structure, while meeting all EPA statutory requirements. The selected firms will also advise the SFPUC in securing low-cost funding for a portion of the remaining cost of the BDFP through the State's Clean Water State Revolving Fund (CWSRF) loan program. In this capacity, the selected firms will work with the SFPUC and the State to secure a CWSRF loan that can be paired with the WIFIA loan to fund the BDFP.

Advise the Treasure Island Development Authority (TIDA) and San Francisco Department of Public Works (DPW) on the setting of cost allocation and acquisition reimbursement protocols, the determination of reimbursable expenses, and the review of reimbursement requests and recommendation of payments in connection with development of Treasure Island and Yerba Buena Island and developer's reimbursements submitted. Review existing agreements between the TIDA and DPW and the Master Developer of Treasure Island to identify all project costs that Treasure Island Community Facilities District (CFD) and Infrastructure Revitalization Finance District (IRFD) are to reimburse. Review bid documents and schedule of values for reimbursement expenses and sufficient detail. Review contract change orders to assess the obligation to reimburse the Master Developer for costs for changes. Review acquisition reimbursement application to verify consistency with agreements and negotiated protocols; review and verify payroll records, invoices and other documentation submitted in support of acquisition reimbursement applications; recommend reimbursement amount and represent TIDA and DPW in

Regular 7/15/2024

49736- Services 16/17 Agency – City Administrator

General

\$1.500.000

41249- Public \$8,000,000 17/18 Utilities Commission

Provide technical evaluation, project development, financial analysis, design, permitting, and construction management of

negotiations of acquisition reimbursement applications with the Master Developer.

Regular 11/11/2022

renewable energy and energy storage technologies.

4026- 09/10	Airport	Current Approved Amount \$2,250,000 Increase Amount Requested \$0 New Total Amount Requested \$2,250,000	Airport consulting services for: concession development; evaluation of Airport's aesthetic design and analysis of options for hotel development on Airport property retail master programming.	Modification	6/30/2021
PSC#	Department	Amount	Type of Service	Type of Approval	Duration
44422- 13/14	Airport	Current Approved Amount \$12,000,000 Increase Amount Requested \$10,000,000 New Total Amount Requested \$22,000,000	schematic, design, development, and construction support phases. Contractor will be required to work on time sensitive tasks initiated through the Design,	Modification	6/30/2023
30003- 16/17	Economic and Workforce Development	Current Approved Amount \$75,000 Increase Amount Requested	The work consists of check printing services for the Legacy Business Program that will enable the secure and accurate printing and delivery of checks to grantees. Grantees shall include business on the Legacy Business Registry (http://sfosb.org/legacy-business/registry) or their landlords who are receiving Business Assistance Grants, Rent	Modification	6/30/2021

		\$225,000 New Total Amount Requested \$300,000	Stabilization Grants and other grants through grant programs organized by the Office of Small Business.		
4063- 13/14	Human Resources – HRD	Current Approved Amount \$4,000,000 Increase Amount Requested \$3,500,000 New Total Amount Requested \$7,500,000	Provide Worker's Compensation medical bill review, utilization review, and medical case management services on a case-by-case basis for the City & County of San Francisco self-insured Workers' Compensation program.	Modification	6/30/2021

Recommendation:

Adopt the report. Approve the request for proposed Personal Services Contracts; Notify the Office of the Controller and the Office of Contract Administration.

CONSENT AGENDA

All matters on the Consent Agenda considered by the Civil Service Commission will be acted upon by a single vote of the Commission. There will be no separate discussion on these items unless a request is made; in which event, the matter shall be removed from the Consent Agenda and considered as a separate item. Each individual addressing the Commission will be limited to a maximum time limit of five minutes for all items severed from the Consent Agenda.

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting and are located in the Civil Service Commission office at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: <u>PORT PRT</u>	Dept. Code: PRT					
Type of Request:	☑Initial	□Modification	of an existing PSC	C (PSC #	_)	
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	\square (Omit Posting)	
Type of Service: Impleme	entation of Govern	ment Reporting	and Accounting of	Leases, Standard I	No. 87	
financial standards for revenue is generated f	ces to be Contract rting and Account leases by governn rom commercial, i	ing Standard (GA nents. The Port o ndustrial, and ma	SB) No. 87 set fort f San Francisco is r aritime rent. The P	relatively unusual a Port of San Francisc	o improve accounting and as more than 70% of to is a relatively small entity	
The Port has roughly 70 against the entire populativer the accounting	00+ leases with 12 Jlation of leases ar entries and suppo vice is necessary ar	200 leaseholds. The leaseholds of the consequer	ne consultant will e consultant will a tion to ensure cor nce of denial:	assist Port staff to Issist in the review Inpliance with GASI	apply Standard No. 87 of 100-250 leases and B Standard No. 87.	
C. Has this service been the most recently a This has not been p D. Will the contract(s) k No.	n provided in the papproved PSC. provided in the pas	east? If so, how?			previous PSC, attach copy of	
E. If this is a request for another five years, not applicable			or if your request	is to extend (modi	fy) an existing PSC by	
Reason(s) for the RequA. Indicate all that app		attach any relev	ant supporting do	cuments):		
☑ Short-term or capita	l projects requirin	g diverse skills, ex	pertise and/or kn	owledge.		
compliance with th	project where the e GASB Standard I supporting docur	No. 87. This is a s	hort-term project	where the leases a	view of leases to ensure are reviewed, accounting ases for compliance, the	

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expertise with governmental financial reporting and accounting including design and changing accounting entries.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1654, Accountant III; 1657, Accountant IV; 1825, Prnpl Admin Analyst II;

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

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

The Port and the Controller's office have been coordinating on this implementation over the last 12 months to assess implementation and capacity needs. The Controller's office has recommended seeking outside professional services, including utilizing the Controller's pre-qualified pool for accounting services.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.

 Civil Service classes are capable to perform the work. However, the special project is short-term to implement a legislative mandate from the Government Accounting Standards Board. The Project is short-term and is adequate to support a new full-time employee.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class to perform this work. This work is short-term to set-up compliance for a newly enacted regulatory mandate

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

 No. There is no training required.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
 No.
- **7.** <u>Union Notification</u>: On <u>05/24/2021</u>, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Stephanie Tang Phone: 415-274-0483 Email: stephanie.tang@sfport.com

Address: Pier 1 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>49601 - 20/21</u>

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 08/02/2021 Civil Service Commission Action:

Receipt of Union Notification(s)

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>stephanie.tang@sfport.com</u>

To: Tang, Stephanie (PRT); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com;

<u>tmathews@ifpte21.org</u>; <u>kschumacher@ifpte21.org</u>; <u>pkim@ifpte21.org</u>; <u>amakayan@ifpte21.org</u>;

L21PSCReview@ifpte21.org; Tang, Stephanie (PRT); DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Notice for new PCS over \$100K PSC # 49601 - 20/21

Date: Monday, May 24, 2021 2:38:46 PM

RECEIPT for Union Notification for PSC 49601 - 20/21 more than \$100k

The PORT -- PRT has submitted a request for a Personal Services Contract (PSC)

49601 - 20/21 for \$200,000 for Initial Request services for the period 10/01/2021-06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

verify receipt:

unions

http://apps.sfgov.org/dhrdrupal/node/16510 For union notification, please see the TO: field of the email to verify receipt. If you do not see all the

you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH DPH					Dept. Code: <u>DPH</u>			
-	Type of Request:	☑Initial	☐Modification	of an existing PS	SC (PSC #)		
7	Гуре of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	\square (Omit Posting)		
7	Type of Service: Support a	nd Maintenance c	of Nurse Call Syste	ems Installed at t	he Department of I	Public Health		
Funding Source: General Fund PSC Amount: \$3,000,000								
	Description of Work							
	A. Scope of Work/Service	es to be Contracte	ed Out:					
	All required maintenance and support for the Nurse Call System at Zuckerberg San Francisco General Hospital and Laguna Honda Hospital. Services will include repairs, maintenance, replacement of defective parts and components, and upgrades to all software and hardware system components. Services will include regular Preventative Maintenance (PM) service to ensure the system is performing in accordance with the published specifications. Services performed during the PM shall include but may not be limited to items such as: creating system backup files, battery checks, inspection and cleaning PC and master station consoles, software maintenance updates and applicable operation checks, rapid response to Critical Error situations, and 24 hours per day, 7 days per week support coverage.							
	B. Explain why this service is necessary and the consequence of denial: Service is necessary for effective provision of nursing in Zuckerberg San Francisco General Hospital (ZSFG) and Laguna Honda Hospital (LHH). Consequences of denial would be an inability to effectively provide nursing and an accompanying severe impact to the quality of health care provided.							
	C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy the most recently approved PSC. This service has been provided in the past through the purchase order process administered by the Office of Contra Administration and under professional service contracts.							
	D. Will the contract(s) be Yes.	renewed?						
	E. If this is a request for a another five years, p not applicable			r if your request i	is to extend (modif	y) an existing PSC by		
2.	A. Indicate all that apply		attach any relevar	nt supporting doc	cuments):			
	☑ Short-term or capital p	projects requiring	diverse skills, exp	ertise and/or kno	owledge.			
	✓ Services that require r	esources that the	City lacks (e.g., o	ffice space, facili	ties or equipment v	with an operator).		
	partner with special installed items in ord Services that require	e typically the Orig skills and training der to maintain wa resources that th	to perform suppo arranties, perform he City lacks (e.g.,	ort, maintenance nance standards, office space, faci	, and/or as-needed calibrations of equ lities or equipment	ded Reseller or channel I customization on the ipment and software. t with an operator): The alized tools needed to		

3. Description of Required Skills/Expertise

may be hosted in the cloud or on premises.

service, tune or maintain the system. In addition some systems will require information technology applications that

- A. Specify required skills and/or expertise: Services require technical expertise in managing software and hardware for nurse call systems. The Contractor(s) are typically the Original Equipment Manufacturers (OEMs), authorized Value Added Reseller or channel partner with special skills and training to perform support, maintenance, and/or as-needed customization on the installed items in order to maintain warranties, performance standards, calibrations of equipment and software.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1070, IS Project Director; 2846, Nutritionist; 7203, Bldg & Grounds Maint Sprv; 7334, Stationary Engineer; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator IV; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The Contractor(s) will provide all required equipment to operate a given system, and any specialized tools needed to service, tune or maintain the system. In addition some systems may require information technology applications that may be hosted in the cloud or on premises.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None. Nurse Call is a service provided by a specific product, not by employee skills or city resources.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - Due to the proprietary nature and specialized components of the systems Civil Service classes are not applicable. Civil services classes will be working with contractors and will have the opportunity to gain specialized knowledge and skills in the area of Nurse Call systems.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Due to the proprietary nature and specialized components of the systems Civil Service classes are not applicable.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
 No. Department staff will receive training on how to handle certain aspect of the system such as day to day basic maintenance. Staff will primarily be facility personnel and IT professionals.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
 No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
 No.
- 7. <u>Union Notification</u>: On <u>05/28/2021</u>, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Stationary Engineers, Local 39

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

Address: 1380 Howard Street, 4th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47188 - 20/21

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 08/02/2021 Civil Service Commission Action:

Receipt of Union Notification(s)

Hale, Jacquie (DPH)

From: dhr-psccoordinator@sfgov.org on behalf of jacquie.hale@SFDPH.org

Sent: Friday, May 28, 2021 2:02 PM

To: Hale, Jacquie (DPH); seichenberger@local39.org; MRainsford@local39.org;

grojo@local39.org; Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org;

pkim@ifpte21.org; L21PSCReview@ifpte21.org; Rossi, Ron (DPH); DHR-

PSCCoordinator, DHR (HRD)

Subject: Receipt of Notice for new PCS over \$100K PSC # 47188 - 20/21

RECEIPT for Union Notification for PSC 47188 - 20/21 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 47188 - 20/21 for \$3,000,000 for Initial Request services for the period 06/01/2021 – 05/31/2025. 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/16316 For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Modification Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department:	AIRPORT COMMISS	SION	Dept. Code: AIR					
Type of Request:	□Initial	✓ Modification of an existing PSC (PSC # 44959 - 14/15)						
Type of Approval:	□Expedited	☑ Regular	□Annual	\square Continuing	☐ (Omit Posting)			
Type of Service: Project Management Support Services (PMSS) / Design/Build (DB) for the Airport Hotel								
Program Funding Source: Airport Capital Funds								
PSC Original Approved Amount: \$200,000,000			PSC Original Approved Duration: 01/01/15 - 06/30/19 (4 years 25 weeks)					
PSC Mod#1 Ar	mount: <u>\$95,000,00</u>	<u>10</u>	PSC Mod#1 Duration: <u>06/30/19-09/01/21 (2 years 9 weeks)</u>					
PSC Mod#2 Amount: no amount added			PSC Mod#2 Duration: <u>09/01/21-12/31/23 (2 years 17 weeks)</u>					
PSC Cumulativ	e Amount Propose	d: <u>\$295,000,000</u>	PSC Cumulative Duration Proposed: 9 years 1 day					

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Project Management Support Services (PMSS) and Design Build (DB) service teams with hotel and transportation experience are required to manage the design and construction of the Airport Hotel Program. Services to be provided include project controls, scheduling, document control, design management, contract management, and architectural and engineering design services. The Airport Hotel Program encompasses three separate projects which require planning and coordination which are: the Airport Hotel, Air Train Station, and the Roadway Realignment project. The Airport Hotel and Air Train Station will require PMSS and DB services. The Roadway Realignment Project will require PMSS services only and will be overseen by Airport Civil Engineering staff. The Roadway Realignment project will relocate South McDonnell Road, relocate underground utilities, and create a new road leading to the Airport hotel.

- B. Explain why this service is necessary and the consequence of denial:
- The Airport Hotel Program will enhance the Airport's overall amenities, showcase the unique attributes of the Bay Area, and create revenue generating opportunities for the Airport. Airport staff does not have the expertise in hotel projects and elevated transportation system projects. For this reason, Airport staff seek PMSS and DB service consultants in these two areas of expertise. If the services for the Hotel Program are denied, the Program implementation will be delayed, resulting in loss of revenue generating opportunities and delaying improvements to the passengers' experience and amenities at the Airport.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC. PSC 44959-14/15
- D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services at the Airport.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

Need to extend for time to address a close out delay.

2. Reason(s) for the Request

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

The required services for the Airport Hotel Program are for a capital project to develop and construct the Airport Hotel, new Air Train Station, and realign a roadway for the Hotel site and utility relocation. The specialized hotel construction and Air Train construction expertize are only required for this Airport Hotel Program.

B. Reason for the request for modification:

Need to extend for time to address a close out delay.

3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Specialized skills, knowledge, and expertise in hotel development, design management, including integration of hotel brand design standards, project and construction management are required. Experience in the design and construction of elevated transportation system projects is essential for the design and engineering of the new Air Train Station project.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5209, Industrial Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5214, Building Plans Engineer; 5215, Fire Protection Engineer; 5216, Chief Surveyor; 5218, Structural Engineer; 5219, Senior Strucutral Engineer; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Architectural and engineering classes exist but their expertise are not applicable to the development of hotels, working with hotel operators, and the development of a new Air Train Station. SFO Project Managers with expertise managing Airport asset development and construction projects will work with the Airport Hotel Program consultants to provide the required services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The development of a major hotel and new Air Train Station does not occur frequently enough to adopt a permanent civil service

class. Once the Hotel project and Air Train extension are completed the specialized services will not be required.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

No training will be provided.

- C. Are there legal mandates requiring the use of contractual services? No.
- Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

 No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

 Yes, Webcor Builders
- 7. <u>Union Notification</u>: On <u>06/22/21</u>, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21;

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

Address: PO Box 8097, San Francisco, CA, 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44959 - 14/15

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 08/02/2021 Civil Service Commission Action:

Receipt of Union Notification(s)

Cynthia Avakian (AIR)

From: dhr-psccoordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com

Sent: Tuesday, June 22, 2021 4:11 PM

To: Cynthia Avakian (AIR); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org;

kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; DHR-

PSCCoordinator, DHR (HRD)

Subject: Receipt of Modification Request to PSC # 44959 - 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 \$0 for services for the period September 1,

2021 – December 31, 2023. 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:

https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F11302&dat a=04%7C01%7Ccynthia.avakian%40flysfo.com%7C09fee6a2ba0a4dbf5dcb08d935d41ec8%7C22d5c2cfce3e443d9a7fdfcc0231f7 3f%7C0%7C0%7C637600007872718270%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1h aWwiLCJXVCI6Mn0%3D%7C2000&sdata=UEbNDQAGfdgQ%2F9rozs4zmj0F68O8AAleHr1Urtyupjg%3D&reserved=0 Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com

Additional Attachment(s)

Department: A	IRPORT COMMISS	ION	Dept. Code: <u>AIR</u>			
Type of Request:	□Initial	✓ Modification o	of an existing PSC (F	PSC # 44959 - 14/1	15)	
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)	
Type of Service:	Project Manage	ment Support Serv	vices (PMSS) / Desig	gn/Build (DB) for t	he Airport Hotel	
<u>Program</u>						
Funding Source	: Airport Capital F	unds				
PSC Original Approved Amount: \$200,000,000 PSC Original Approved Duration: 01/01/15 - 06/30/19 (4 years 25 weeks)						
PSC Mod#1 Amount: \$95,000,000 PSC Mod#1 Duration: 06/30/19-09/01/21 (2 years weeks)						
PSC Cumulative Amount Proposed: \$295,000,000 PSC Cumulative Duration Proposed: 6 years 34 weeks						

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Project Management Support Services (PMSS) and Design Build (DB) service teams with hotel and transportation experience are required to manage the design and construction of the Airport Hotel Program. Services to be provided include project controls, scheduling, document control, design management, contract management, and architectural and engineering design services. The Airport Hotel Program encompasses three separate projects which require planning and coordination which are: the Airport Hotel, Air Train Station, and the Roadway Realignment project. The Airport Hotel and Air Train Station will require PMSS and DB services. The Roadway Realignment Project will require PMSS services only and will be overseen by Airport Civil Engineering staff. The Roadway Realignment project will relocate South McDonnell Road, relocate underground utilities, and create a new road leading to the Airport hotel.

- B. Explain why this service is necessary and the consequence of denial:
- The Airport Hotel Program will enhance the Airport's overall amenities, showcase the unique attributes of the Bay Area, and create revenue generating opportunities for the Airport. Airport staff does not have the expertise in hotel projects and elevated transportation system projects. For this reason, Airport staff seek PMSS and DB service consultants in these two areas of expertise. If the services for the Hotel Program are denied, the Program implementation will be delayed, resulting in loss of revenue generating opportunities and delaying improvements to the passengers' experience and amenities at the Airport.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC. PSC 44959-14/15
- D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services at the Airport.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The term is needed to align with the existing contracts.

2. Reason(s) for the Request

A. Display all that apply

☑ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

The required services for the Airport Hotel Program are for a capital project to develop and construct the Airport Hotel, new Air Train Station, and realign a roadway for the Hotel site and utility relocation. The specialized hotel construction and Air Train construction expertize are only required for this Airport Hotel Program.

B. Reason for the request for modification:

Need to add time and money.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Specialized skills, knowledge, and expertise in hotel development, design management, including integration of hotel brand design standards, project and construction management are required. Experience in the design and construction of elevated transportation system projects is essential for the design and engineering of the new Air Train Station project.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5209, Industrial Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5214, Building Plans Engineer; 5215, Fire Protection Engineer; 5216, Chief Surveyor; 5218, Structural Engineer; 5219, Senior Strucutral Engineer; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - Architectural and engineering classes exist but their expertise are not applicable to the development of hotels, working with hotel operators, and the development of a new Air Train Station. SFO Project Managers with expertise managing Airport asset development and construction projects will work with the Airport Hotel Program consultants to provide the required services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The development of a major hotel and new Air Train Station does not occur frequently enough to adopt a permanent civil service class. Once the Hotel project and Air Train extension are completed the specialized services will not be required.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

N/A

- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

 No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

 Yes, Webcor Builders
- 7. <u>Union Notification</u>: On <u>06/12/18</u>, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21;

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

Address: PO Box 8097, San Francisco, CA, 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# <u>44959 - 14/15</u> DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/27/2018

Department: AIRPORT COMMISSION AIR Dept. Code: AIR					
Type of Request:	☑Initial	\square Modification of	an existing PSC	(PSC #	_)
Type of Approval:	□Expedited	☑ Regular	\square Annual	\Box Continuing	☐ (Omit Posting)
Type of Service: Project Mana	agement Support	Services (PMSS) / D	esign/Build (DB)	for the Airport Ho	otel Program
Funding Source: Airport Capit PSC Amount: \$200,000,000 1. Description of Work A. Scope of Work/Services t Project Management Support experience are required to include project controls, schand engineering design servand coordination which are and Air Train Station will reand will be overseen by Airp Road, relocate underground B. Explain why this service is The Airport Hotel Programs and create revenue general	o be Contracted (ort Services (PMS) manage the designeduling, docume vices. The Airport the Airport Hote quire PMSS and E port Civil Enginee d utilities, and cre s necessary and the will enhance the	S) and Design Build gn and construction ent control, design re Hotel Program encel, Air Train Station, DB services. The Road eate a new road lead he consequence of Airport's overall am	(DB) service tea of the Airport H management, co ompasses three and the Roadwa dway Realignment way Realignment ding to the Airpo denial: enities, showcas	notel Program. Servintract management separate projects ay Realignment project will recont project will relocate the thotel.	transportation vices to be provided nt, and architectural which require planning oject. The Airport Hotel quire PMSS services only cate South McDonnell butes of the Bay Area,
and elevated transportation two areas of expertise. If th resulting in loss of revenue amenities at the Airport.	e services for the	Hotel Program are	denied, the Pro	gram implementat	tion will be delayed,
C. Has this service been protein the most recently approach this is a new service.	•	? If so, how? If the	service was pro	vided under a prev	ious PSC, attach copy of
D. Will the contract(s) be re Yes, if there continues to be		services at the Airp	ort.		
E. If this is a request for a ne another five years, plea		of five years, or if yo	our request is to	extend (modify) a	n existing PSC by
2. Reason(s) for the Request A. Indicate all that apply (bo	e specific and atta	ach any relevant sup	oporting docum	ents):	
☑ Short-term or capital proj	jects requiring div	verse skills, expertis	e and/or knowle	edge.	
B. Explain the qualifying circ	umstances:				

The required services for the Airport Hotel Program are for a capital project to develop and construct the Airport Hotel, new Air Train Station, and realign a roadway for the Hotel site and utility relocation. The specialized hotel construction and Air Train construction expertize are only required for this Airport Hotel Program.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Specialized skills, knowledge, and expertise in hotel development, design management, including integration of hotel brand design standards, project and construction management are required. Experience in the design and constuction of elevated transportation system projects is essential for the design and engineering of the new Air Train Station project.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5209, Industrial Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5214, Building Plans Engineer; 5215, Fire Protection Engineer; 5216, Chief Surveyor; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

A Notice of Intent for PMSS was sent to appropriate City departments on August 11, 2014 and no responses were received from the City departmentd by the due date of August 22, 2014. A Notice of Intent for Hotel Program DB services was sent to appropriate City departments and no responses were received by the City departments by the due date of October 2, 2014.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - Architectural and engineering classes exist but their expertise are not applicable to the development of hotels, working with hotel operators, and the development of a new Air Train Station. SFO Project Managers with expertise managing Airport asset development and construction projects will work with the Airport Hotel Program consultants to provide the required services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The development of a major hotel and new Air Train Station does not occur frequently enough to adopt a permanent civil service class. Once the Hotel project and Air Train extension are completed the specialized services will not be required.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

 No. N/A
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
 No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.No.
- 7. <u>Union Notification</u>: On <u>10/20/2014</u>, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Address:	PO Box 8097 San Francisco, CA, 94128
*****	- ************************************

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44959 - 14/15 DHR Analysis/Recommendation: Commission Approval Required 12/15/2014 DHR Approved for 12/15/2014

action date: 12/15/2014

Approved by Civil Service Commission

Department:	GENERAL SERVIC	ES AGENCY - CI	Dept. Code: ADM					
Type of Request:	□Initial	✓ Modification of an existing PSC (PSC # 45492 - 16/17)						
Type of Approval:	□Expedited	☑ Regular	□Annual	☐ Continuing	☐ (Omit Posting)			
Type of Servi	ce: Monitoring, re	eporting and co	nsultation servic	es on sweatshops				
Funding Sour	Funding Source: General fund							
PSC Original Approved Amount: \$225,000 PSC Original Approved Duration: 07/01/17 - 06/30/20 (3 years)								
PSC Mod#1 A	Amount: <u>\$75,000</u>		PSC Mod#1 Duration: <u>07/01/17-08/30/21 (1 year 8 weeks)</u>					
PSC Mod#2 Amount: \$75,000 PSC Mod#2 Duration: 07/01/17-08/30/22 (1 year)								

PSC Cumulative Amount Proposed: \$375,000 PSC Cumulative Duration Proposed: 5 years 8 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U attached) authorizes the Office of Labor Standards Enforcement (OLSE) to monitor contractors' compliance with the Ordinance. 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 which 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 consequence 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 until such a time as the City has resources to do so. If this request is denied, the Ordinance will not be effectively enforced or fully implemented.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.By contract
- D. Will the contract(s) be renewed? Unknown but likely.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

 Additional work is needed.

2. Reason(s) for the Request

A. Display all that apply

☑Other (be specific and attach any relevant supporting documents):

REASON FOR CHECKING OTHER:

The Administrative Code requires that these services be provided by an outside non profit entity until such time as the City has the resources to do so. The City does not have employees expert in the skills and knowledge required to perform tasks required.

B. Reason for the request for modification:

Contract is about to expire and continued work needs to be done.

3. <u>Description of Required Skills/Expertise</u>

- 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(es) normally perform(s) this work? 2978, Contract Compliance Officer 2; 2992, Contract Compliance Officer 1;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.

 Current classes do not provide expertise in international laws and contract monitoring abroad and can't travel abroad to monitor contractor performance.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. All of the factory inspections as part of this contract will be performed outside of the United States.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

No training will be provided to City employees. The inspections are conducted outside of the United States.

- C. Are there legal mandates requiring the use of contractual services? No.
- Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action. No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

Contract was signed late. Is an amendment to the contract

7. <u>Union Notification</u>: On <u>07/01/21</u>, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45492 - 16/17

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 08/02/2021 Civil Service Commission Action:

Receipt of Union Notification(s)

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>joan.lubamersky@sfgov.org</u>

To: <u>Lubamersky, Joan (ADM)</u>; <u>ecassidy@ifpte21.com</u>; <u>WendyWong26@yahoo.com</u>; <u>wendywong26@yahoo.com</u>;

 $\underline{tmathews@ifpte21.org;} \ \underline{kschumacher@ifpte21.org;} \ \underline{kpage@ifpte21.org;} \ \underline{eerbach@ifpte21.org;} \ \underline{pkim@ifpte21.org;} \ \underline{pki$

L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Modification Request to PSC # 45492 - 16/17 - MODIFICATIONS

Date: Thursday, July 1, 2021 11:51:57 AM

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$75,000 for services for

period July 1, 2017 – August 30, 2022. 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/15027

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com

Additional Attachment(s)

Department: <u>GENERAL SERVICES AGENCY - CITY ADMIN</u> Dept. Code: ADM □Initial ✓ Modification of an existing PSC (PSC # 45492 - 16/17) Type of Request: ☐ Expedited **☑** Regular □ Annual ☐ Continuing ☐ (Omit Type of Approval: Posting) Type of Service: Monitoring, reporting and consultation services on sweatshops Funding Source: General fund PSC Original Approved Amount: \$225,000 PSC Original Approved Duration: 07/01/17 -06/30/20 (3 years) PSC Mod#1 Amount: \$75,000 PSC Mod#1 Duration: 07/01/17-08/30/21 (1 year 8 weeks)

PSC Cumulative Amount Proposed: \$300,000 PSC Cumulative Duration Proposed: 4 years 8 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U attached) authorizes the Office of Labor Standards Enforcement (OLSE) to monitor contractors' compliance with the Ordinance. 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 which 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 consequence 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 until such a time as the City has resources to do so. If this request is denied, the Ordinance will not be effectively enforced or fully implemented.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
 By contract
- D. Will the contract(s) be renewed? Unknown but likely.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

2. Reason(s) for the Request

A. Display all that apply

☑Other (be specific and attach any relevant supporting documents):

REASON FOR CHECKING OTHER:

The Administrative Code requires that these services be provided by an outside non profit entity until such time as the City has the resources to do so. The City does not have employees expert in the skills and knowledge required to perform tasks required.

Explain the qualifying circumstances:

no response from department

B. Reason for the request for modification:

Adding funds and duration.

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(es) normally perform(s) this work? 2978, Contract Compliance Officer 2; 2992, Contract Compliance Officer 1;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 Current classes do not provide expertise in international laws and contract monitoring abroad and can't travel abroad to monitor contractor performance.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. All of the factory inspections as part of this contract will be performed outside of the United States.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
 - No training will be provided.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action. No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
 - Contract was signed late. Is an amendment to the contract
- **7.** <u>Union Notification</u>: On <u>06/12/20</u>, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45492 - 16/17
DHR Analysis/Recommendation:
Commission Approval Not Required
Approved by DHR on 06/24/2020

Department: <u>GENERAL S</u>	artment: <u>GENERAL SERVICES AGENCY - CITY ADMIN ADM</u>			Dept. (Code: <u>ADM</u>	
Type of Request:	☑Initial	□Modification	of an existing PS	C (PSC #)	
Type of Approval:	□Expedited	☑Regular	□Annual	\Box Continuing	\square (Omit Posting)	
Type of Service: Monitoring, reporting and consultation services on sweatshops						
Funding Source: <u>General fund</u> PSC Duration: <u>3 years</u> PSC Amount: <u>\$225,000</u>						

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U attached) authorizes the Office of Labor Standards Enforcement (OLSE) to monitor contractors' compliance with the Ordinance. 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 which 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 consequence 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 until such a time as the City has resources to do so. If this request is denied, the Ordinance will not be effectively enforced or fully implemented.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

They have been provided under contract. Please see PSC 4015 13.14 attached.

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

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

☑Other (be specific and attach any relevant supporting documents):

REASON FOR CHECKING OTHER:

The Administrative Code requires that these services be provided by an outside non profit entity until such time as the City has the resources to do so. The City does not have employees expert in the skills and knowledge required to perform tasks required.

3. <u>Description of Required Skills/Expertise</u>

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(es) normally perform(s) this work? 2978, Contract Compliance Officer 2; 2992, Contract Compliance Officer 1;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

These resources are not available within the City.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - Current classes do not provide expertise in international laws and contract monitoring abroad and can't travel abroad to monitor contractor performance.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. All of the factory inspections as part of this contract will be performed outside of the United States.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.No. No training will be provided to City employees. The inspections are conducted outside of the United States.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.No.
- **7.** <u>Union Notification</u>: On <u>04/04/2017</u>, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

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

7.441-53. <u>One cannot b. Goodlett lace noon 502 5411 Interest p. 7.5-1-2-</u>

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45492 - 16/17

DHR Analysis/Recommendation: action date: 06/19/2017

Commission Approval Required Approved by Civil Service Commission

06/19/2017 DHR Approved for 06/19/2017

Department: DISTRICT ATTORNEY Dept. Code: DAT Type of \square Initial ✓ Modification of an existing PSC (PSC # 42732 - 20/21) Request: \square Annual ☐ (Omit Type of ☐ Expedited **☑** Regular ☐ Continuing Approval: Posting) Type of Service: Safety and Justice Challenge Fellowship Funding Source: John D. & Catherine T. MacArthurFoundation PSC Original Approved Amount: \$350,000 PSC Original Approved Duration: 09/01/20 -04/30/23 (2 years 34 weeks) PSC Mod#1 Amount: \$55,000 PSC Mod#1 Duration: 06/07/21-12/31/23 (35 weeks 1 hour) PSC Mod#2 Amount: \$895,000 PSC Mod#2 Duration: no duration added PSC Cumulative Amount Proposed: \$1,300,000 PSC Cumulative Duration Proposed: 3 years 17

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The expertise of the professionals sought is unique, unrepresented, and greatly needed by the partners in the Safety and Justice Challenge (SJC). SJC partners, including the District Attorney's Office, Adult Probation Department, Sheriff's Office, and others, needs individuals that can conduct strategic planning, training, and technical assistance and possess expertise in reentry and criminal justice. The goal of the project is to launch a Safety and Justice Challenge Fellowship in order to provide training, coaching and technical assistance to the District Attorney's Office staff, Adult Probation Department, Sheriff's Office and other City department staff. The fellowship would support at least two individuals who identify as people with lived experience of incarceration and who have a deep understanding of the impact of racial disparities in the criminal justice system.

<u>weeks</u>

Scope Change

The expertise of the professionals sought is unique, unrepresented, and greatly needed by the partners in the Safety and Justice Challenge (SJC). SJC partners, including the District Attorney's Office, Adult Probation Department, Sheriff's Office, and others, needs individuals that can conduct strategic planning, training, and technical assistance and possess expertise in reentry and criminal justice. The goal of the project is to continue and expand the Safety and Justice Challenge Fellowship in order to provide training, coaching and technical assistance to the District Attorney's Office staff, Adult Probation Department, Sheriff's Office and other City department staff. The fellowship would support at least two cohorts of five or more individuals who identify as people with lived experience of incarceration and who have a deep understanding of the impact of racial disparities in the criminal justice system.

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

San Francisco's SJC partners believe that the people closest to a problem are closest to the solution.

SJC partners have been assigned the responsibility by the Board of Supervisors to identify and

develop strategies to safely sustain jail population reductions as part of the closure of County Jail #4. SJC partners have identified technical assistance and training to local criminal justice agencies by individuals with lived experience of incarceration as a gap in achieving the racial equity and broader goals of the SJC. The project to develop an SJC Fellowship would support the racial equity and population reduction goals of the initiative by building the capacity of the DA's Office, Adult Probation and other partner organizations to deliver effective services to the community. If the PSC is denied, the SJC partners will not be able to effectively fulfill its mandated obligations to the community.

- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

 Yes, a copy of the most recently approved PSC is attached.
- D. Will the contract(s) be renewed?Contingent on funding availability and contractor performance.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

 n/a

2. Reason(s) for the Request

- A. Display all that apply
- ✓ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- ☑ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

Explain the qualifying circumstances:

Compliance with grant objectives and deliverables requiring unique skills, qualifications and expertise.

B. Reason for the request for modification:

This PSC modification is a request to add \$895,000 and to continue and expand the Safety and Justice Challenge Fellowship.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Deep understanding of the impact of racial disparities in the criminal justice system, of reentry, corrections, and the criminal justice system coupled with experience in strategic thinking, design and delivery of training and technical assistance and fellowship programs, and communicating effectively with diverse audiences.
- 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 so, explain: no

4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

The expertise required for SJC fellowship are needed on a time limited basis with temporary grant funding.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, this project is short-term and grant-funded.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

Provide training, coaching and technical assistance to the District Attorney's Office staff, Adult Probation Department staff, and other City department staff. Number of hours will vary based on SJC partner need. Training plan to be developed with contractor and SJC Fellows.

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

 No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement. no
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

 no
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

To continue their work for the Safety and Justice Felowshhip

7. <u>Union Notification</u>: On <u>06/26/21</u>, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Lorna Garrido Phone: (628) 652-4035 Email: lorna.garrido@sfgov.org

Address:	350 Rhode Island Street,	North Building, Suite 4001	N, San Francisco, CA
******	*******	********	***********

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>42732 - 20/21</u>

DHR Analysis/Recommendation: Civil Service Commission Action: Commission Approval Required

DHR Approved for 08/02/2021

Receipt of Union Notification(s)

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>lorna.garrido@sfgov.org</u>

To: Garrido, Lorna (DAT); cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; Mjayne@iam1414.org;

Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tienkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; ib@local16.org;

Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me;

pcamarillo seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org;

pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org;

grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com;

thomas.vitale@seiu1021.org; DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Modification Request to PSC # 42732 - 20/21 - MODIFICATIONS

Date: Saturday, June 26, 2021 11:59:08 AM

PSC RECEIPT of Modification notification sent to Unions and DHR

The DISTRICT ATTORNEY -- DAT has submitted a modification request for a Personal

Services Contract (PSC) for \$895,000 for services for the period June 26, 2021

– December 31, 2023. 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/16552

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)

 Department:
 District Attorney
 Dept. Code:
 DAT

 Type of Request:
 ☐ Initial
 ☐ Modification of an existing PSC (PSC # 42732 - 20/21)

 Type of Approval:
 ☐ Expedited
 ☐ Regular
 ☐ Annual
 ☐ Continuing
 ☐ (Omit Posting)

Type of Service: Safety and Justice Challenge Fellowship

Funding Source: John D. & Catherine T.

MacArthurFoundation

PSC Original Approved Amount: \$350,000 PSC Original Approved Duration: 09/01/20 -

04/30/23 (2 years 34 weeks)

PSC Mod#1 Amount: \$55,000 PSC Mod#1 Duration: 06/07/21-12/31/23 (35 weeks

<u> 1 hour)</u>

PSC Cumulative Amount Proposed: \$405,000 PSC Cumulative Duration Proposed: 3 years 17 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The expertise of the professionals sought is unique, unrepresented, and greatly needed by the partners in the Safety and Justice Challenge (SJC). SJC partners, including the District Attorney's Office, Adult Probation Department, Sheriff's Office, and others, needs individuals that can conduct strategic planning, training, and technical assistance and possess expertise in reentry and criminal justice. The goal of the project is to launch a Safety and Justice Challenge Fellowship in order to provide training, coaching and technical assistance to the District Attorney's Office staff, Adult Probation Department, Sheriff's Office and other City department staff. The fellowship would support at least two individuals who identify as people with lived experience of incarceration and who have a deep understanding of the impact of racial disparities in the criminal justice system.

- B. Explain why this service is necessary and the consequence of denial:
- San Francisco's SJC partners believe that the people closest to a problem are closest to the solution. SJC partners have been assigned the responsibility by the Board of Supervisors to identify and develop strategies to safely sustain jail population reductions as part of the closure of County Jail #4. SJC partners have identified technical assistance and training to local criminal justice agencies by individuals with lived experience of incarceration as a gap in achieving the racial equity and broader goals of the SJC. The project to develop an SJC Fellowship would support the racial equity and population reduction goals of the initiative by building the capacity of the DA's Office, Adult Probation and other partner organizations to deliver effective services to the community. If the PSC is denied, the SJC partners will not be able to effectively fulfill its mandated obligations to the community.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

 Yes, a copy of the most recently approved PSC is attached.

D. Will the contract(s) be renewed?

Contingent on funding availability and contractor performance.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

n/a

2. Reason(s) for the Request

- A. Display all that apply
- ✓ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- ☑ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

Explain the qualifying circumstances:

Compliance with grant objectives and deliverables requiring unique skills, qualifications and expertise.

B. Reason for the request for modification:

This PSC modification is a request to add \$55,000 and to modify end date to 12/31/2023.

3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Deep understanding of the impact of racial disparities in the criminal justice system, of reentry, corrections, and the criminal justice system coupled with experience in strategic thinking, design and delivery of training and technical assistance and fellowship programs, and communicating effectively with diverse audiences.
- 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 so, explain: no

4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - The expertise required for SJC fellowship are needed on a time limited basis with temporary grant funding.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, this project is short-term and grant-funded.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

Provide training, coaching and technical assistance to the District Attorney's Office staff and other City department staffProvide training, coaching and technical assistance to the District Attorney's Office staff, Adult Probation Department staff, and other City department staff. Number of hours will vary based on SJC partner need. Training plan to be developed with contractor and SJC Fellows.

- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action. No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

To continue their work for the Safety and Justice Felowshhip

7. <u>Union Notification</u>: On <u>06/07/21</u>, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Lorna Garrido Phone: (628) 652-4035 Email: lorna.garrido@sfgov.org

Address: 350 Rhode Island Street, North Building, Suite 400N, San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42732 - 20/21 DHR Analysis/Recommendation: Commission Approval Not Required Approved by DHR on 06/15/2021

Department: <u>DISTRICT ATTORNEY DAT</u>				Dept. Code: <u>DAT</u>					
Type of Requ	uest:	☑Initial	\square Modification of	an existing PSC (I	PSC #				
Type of Appr	oval:	\square Expedited	☑Regular	□Annual	\Box Continuing	☐ (Omit Posting)			
Type of Serv	Type of Service: Safety and Justice Challenge Fellowship								
PSC Amount 1. <u>Descriptio</u> A. Scope o The exper Justice Ch and other in reentry provide tr Sheriff's C	: \$350,000 n of Work f Work/Servictise of the proallenge (SJC). s, needs indivand criminal aining, coach	ces to be Contract ofessionals sought SJC partners, incluividuals that can co justice. The goal of ing and technical a er City departmen	t is unique, unrepress uding the District At nduct strategic plan of the project is to la assistance to the Dis at staff. The fellowsh	sented, and great torney's Office, A ning, training, an unch a Safety an strict Attorney's C ip would support	Idult Probation De d technical assista d Justice Challenge Office staff, Adult P t at least two indiv	partners in the Safety and partment, Sheriff's Office, nce and possess expertise a Fellowship in order to probation Department, iduals who identify as to fracial disparities in the			
B. Explain San Franc been assig population training to racial equ population organizati	isco's SJC pari gned the resp n reductions a o local crimina ity and broad n reduction g ons to delive	ice is necessary an tners believe that onsibility by the Bas as part of the closu al justice agencies er goals of the SJC oals of the initiativ r effective services	oard of Supervisors ure of County Jail #4 by individuals with The project to devote by building the ca	o a problem are of to identify and down. SJC partners halived experience elop an SJC Fellopacity of the DA'	evelop strategies t ve identified techr of incarceration as wship would suppo s Office, Adult Pro				
the m	ost recently a	pproved PSC.	ast? If so, how? If t		-	revious PSC, attach copy of ice.			
	contract(s) but on funding		ntractor performan	ce.					

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
n/a

2. Reason(s) for the Request

- A. Indicate all that apply (be specific and attach any relevant supporting documents):
- ☑ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- ☑ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).
- B. Explain the qualifying circumstances:

Compliance with grant objectives and deliverables requiring unique skills, qualifications and expertise.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Deep understanding of the impact of racial disparities in the criminal justice

- system, of reentry, corrections, and the criminal justice system coupled with experience in strategic thinking, design and delivery of training and technical assistance and fellowship programs, and communicating effectively with diverse audiences.
- 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 so, explain: no

4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

n/a

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.

 The expertise required for SJC fellowship are needed on a time limited basis with temporary grant funding.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this project is short-term and grant-funded.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
 Yes. Provide training, coaching and technical assistance to the District Attorney's Office staff and other City department staffProvide training, coaching and technical assistance to the District Attorney's Office staff, Adult Probation Department staff, and other City department staff. Number of hours will vary based on SJC partner need. Training plan to be developed with contractor and SJC Fellows.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
 No.
- 7. <u>Union Notification</u>: On <u>08/07/2020</u>, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Lorna Garrido Phone: (628) 652-4035 Email: lorna.garrido@sfgov.org

Address: 350 Rhode Island Street, North Building, Suite 400N San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42732 - 20/21

DHR Analysis/Recommendation: action date: 09/21/2020

Page 95

Commission Approval Required 09/21/2020 DHR Approved for 09/21/2020

Approved by Civil Service Commission

Department:	<u>SHERIFF</u>			Dept. C	Code: <u>SHF</u>		
Type of Request:	□Initial	✓Modificatio	n of an existing F	PSC (PSC # 40445 - 19)/20)		
Type of Approval:	□Expedited	☑Regular	□Annual	\Box Continuing	☐ (Omit Posting)		
Type of Servi	ce: <u>Replacement</u>	of obsolete HV	AC Control Syster	<u>n.</u>			
Funding Sour	rce: <u>General Fund</u>						
PSC Original	Approved Amount	:: <u>\$333,160</u>	PSC Original Ap 11/30/20 (1 ye	oproved Duration: <u>13</u> ear)	<u> 2/01/19 -</u>		
PSC Mod#1 A	Amount: <u>no amou</u>	nt added	PSC Mod#1 Du weeks)	ration: <u>08/01/21-07</u>	/31/22 (1 year 34		
PSC Cumulat	ive Amount Propo	sed: <u>\$333,160</u>	PSC Cumulativ	e Duration Proposed	: 2 years 34 weeks		
1. Description							
The SFSD Intelligent and monit B. Explain The existin Operating 2006. The	Automation HVA for the operation of why this service is ng HVAC Operating system cannot be	ance Manager is C (Heating, Vent of the heating at necessary and g System is no lo licensed. The c	s requesting the tilation, Air Cond air conditioning the consequence onger supported current HVAC Cor		tem which regulate r so a new ;inally installed in		
previo	service been prov us PSC, attach cop nder PSC 40445-19	y of the most re		the service was prov I PSC.	ided under a		
	contract(s) be rer ontract will be ren						
	a request for a ne g PSC by another		•	if your request is to e	extend (modify) an		
	for the Request all that apply						
✓ Services	☑ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).						
✓ Services an operato		urces that the C	ity lacks (e.g., of	fice space, facilities o	r equipment with		

Explain the qualifying circumstances:

The SFSD's Facilities Maintenance Manager, Dan Santizo, is requesting the replacement of the HVAC Control System which regulate the operation of a heating and air conditioning system. It is a proprietary Triduum System that the current Contractor cannot support any longer due to various obsolete components. The current HVAC Control System was originally installed in 2006. The SFSD propose to replace the current system with Schneider EcoStruxure. EcoStruxure is the only proprietary HVAC Control System that is seamlessly compatible with the existing TAC/Schneider micronet series field controllers which are still operational and will not be phasing out for the forseeable future. The existing micronet controllers are very reliable and during the 13 years of building life, the SFSD's Facility Engineers have only been required to replace five controllers out of a total of 232 controllers in the HVAC System. EcoStruxure would not alter existing designs or network architecture. Any other system would require reengineering to the respective manufacturers specifications which brings a number of unknown compliance issues and expense. The wiring standard alone from an alternate manufacturer would involve replacement of more than components throughout the facility. By utilizing the existing infrastructure (wiring, interfaces, electrical junction boxes, etc.), Schneider would overlay their updated programs and upgraded components the network physical standards would stay the same. Any downtime of the HVAC Controller System has the potential to result in compressor failure and higher energy consumption.

B. Reason for the request for modification:

The Sheriff's Office (SFSO) intent to exercise the first of two options to extend term of the Schneider Electric Contract for 1 additional year. The extension will permit the SFSO to amend the contract to obtain ExoStruxure Plus Service Plan for maintenance and support of the HVAC field controllers for the San Francisco County Jail located in San Bruno, CA.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The San Bruno Jail has various Schneider Electic building automation systems installed. The systems are comprised of Network 8000 and Intelligent Automation product lines. The San Bruno Facility requires manufacturer trained engineering, networking, programming, graphics generation, and system installation. This project will require the Contractor to re-use existing components such as power, communication wiring and existing system design like application sequences, points, databases and devices. Replace existing Universal Network Controllers with Automation Servers, and replacing the R2 Enterprise Server with a new EcoStruxure Enterprise Server. Contractor will replicate the sequences of operation and graphics exactly as they exist today.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7205, Chief Stationary Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The Contractor will install EcoStruxure Building Operation Software and universal Network Controllers.

4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - Given the required expertise, there is currently no City resources available to provide the service. The current systems were installed 17+ years ago and are comprised of Network 8000 and Intelligent Automation product lines. The San Bruno Facility requires manufacturer trained engineering, networking, programming, graphics generation, and system installation.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be practical to adopt a new civil service class given the required expertise on the proprietary operating system.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

Training is not applicable, as Exostruxure is proprietary to Schneider

- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

 No
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

Yes, amend current approved contract 1000017194 with Schneider

7. <u>Union Notification</u>: On <u>06/21/21</u>, the Department notified the following employee organizations of this PSC/RFP request:

Stationary Engineers, Local 39; Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Operating Engineers, Local 3; Electrical Workers, Local 6; Architect & Engineers, Local 21;

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40445 - 19/20

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 08/02/2021 **Civil Service Commission Action:**

Receipt of Union Notification(s)

Gong, Henry (SHF)

From: dhr-psccoordinator@sfgov.org on behalf of henry.gong@sfgov.org

Sent: Monday, June 21, 2021 9:01 AM

To: Gong, Henry (SHF); seichenberger@local39.org; MRainsford@local39.org;

grojo@local39.org; Laxamana, Junko (BOS); amakayan@ifpte21.org;

oashworth@ibew6.org; khughes@ibew6.org; ecassidy@ifpte21.com; WendyWong26

@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org;

pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Modification Request to PSC # 40445 - 19/20 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The SHERIFF -- SHF has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period August 1, 2021 – July 31, 2022. 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/16733

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com
WendyWong26@yahoo.com ecassidy@ifpte21.com khughes@ibew6.org oashworth@ibew6.org amakayan@ifpte21.org
junko.laxamana@sfgov.org grojo@local39.org MRainsford@Local39.org seichenberger@local39.org

Additional Attachment(s)



Prepared for: Win Htut San Bruno Jail

The information provided in this document is propriety and confidential to Schneider Electric. Upon receipt, the inteded party shall hold any confidential information to it, or to which it is exposed, in confidence.

Schneider Electric

5735 W. Las Positas Blvd Suite-400 Pleasanton, CA 94588

4/12/21

Win Htut San Bruno Jail 1 Moreland Drive San Bruno, California 94066

Dear Win Htut,

Thank you for the opportunity to present you with this proposal for an EcoStruxure™ Building Advisor – Plus Service Plan for San Bruno Jail.

Designed to continually meet your dynamic business and facility needs, our Service Plans provide an excellent fixed cost method of maximizing the value of your buildings and their installed systems. By investing in a Service Plan, you can ensure safer, more reliable and efficient operations and capitalize upon the full value that your building systems were originally designed to deliver.

Upon review of our enclosed proposal, please feel free to follow up with me as your point of contact for questions or additional information. We look forward to speaking with you further and helping you to achieve success in your business.

Sincerely,

Kara Braun

Account Manager 720-341-2688 Kara.Braun@schneider-electric.com

Current Challenge

Your building is a complex Ecosystem and its performance influences the property value, the productivity of its occupants and your business' bottom line.

- You want to improve occupant comfort and productivity
- You want your building to be smart, connected, and sustainable.
- You want 24x7 building system technical support coverage from Schneider Electric to augment your maintenance resources.

Proposed Solution & Benefits

EcoStruxure[™] Building Advisor – Plus Service Plans provide triage and support to diagnose and resolve up to **80% of issues and critical alarms through remote experts** with optional onsite resolution.

We provide remote coverage of your building operations to support your onsite personnel with expert state of the art remote triage and support.

Go beyond break fix maintenance:

- Faster resolution times and higher responsiveness
- Cloud backup of your BMS database
- Secure standardized approach to remote monitoring, triage and support of site operations to avoid costly visits
- Preferred rates and prioritized service as a service plan client



Your Agreement Investment

This **EcoStruxure[™] Building Advisor – Plus Service Plan** agreement will be for an original term of 12 months, beginning on 7/1/2021, with subsequent annual pricing indicated below.

This agreement will renew annually, unless either party changes the services covered or the annual investment. San Francisco Sheriff's Department - San Bruno Jail's annual investment in this program is shown below:

BA Plus	Annual Price	Term	Visits / Month
2021-2022	\$21,332	12 Months	Onsite: 1 Visit / Mo (96 Hrs/Yr) Remote: 2 Hrs / Mo (24 Hrs/Yr)
2022-2023	\$21,972	12 Months	Onsite: 1 Visit / Mo (96 Hrs/Yr) Remote: 2 Hrs / Mo (24 Hrs/Yr)

The annual agreement price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement. Price adjustments after Year One are discussed in the terms and conditions of this agreement.

Payment terms will be no greater than 30 days after Schneider Electric' invoice date. Schneider Electric reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due or impairment of San Francisco Sheriff's Department - San Bruno Jail's credit shall relieve Schneider Electric of any and all obligations pertaining to work or performance of work.

Facility Name	Address	City	State
San Francisco Sheriff's Department - San Bruno Jail	1 Moreland Drive	San Bruno	California



PROPOSAL OFFERED BY: Kara Braun

DATE: <u>4/12/2021</u>

San Francisco Sheriff's Department - San Bruno Jail Acceptance Accepted by:	Schneider Electric Buildings Americas Acceptance Accepted by:		
Name typed: Title: Date:	Name typed: Title: Date:		
Name of Firm or Organization:			
San Francisco Sheriff's Department - San Bruno Jail	Schneider Electric Buildings - SI West		
	5735 W. Las Positas Blvd Pleasanton, CA 94588		
1 Moreland Drive			
San Bruno, California 94066			
Billing Address			
City Hall, Room 456 (SHB01)			
Reception			
1 Dr Carlton B Goodlett Place			
San Francisco, CA 94102			
Purchase Order No			

Terms and Conditions of Sale

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

- Quotations and Acceptance. The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- Payment. Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 11/2% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request. Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request. Buyer will execute any necessary instrument to perfect Seller's security interest.

- Price and Taxes. The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
- Changes and Claims. All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
- Access and Overtime. This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If

Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents

- Damage or Loss to Equipment. In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
- Delays. Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation. adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
- Warranty. Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.
 - This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRÁNTIES SET FORTH ABOVE ARÉ EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.
- Limitation of Liability. In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH
- 10. Laws and Permits. Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
- 11. Disputes. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.

- 12. Insurance. The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
- 13. Clean Up. Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
- 14. Severability. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
- 15. Disclaimer: Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.



Building Advisor – Service Plan Approach:

"Our role is to continuously maintain and improve your building systems by which your facility management teams can proactively identify, prioritize, manage and sustain operational efficiency, comfort conditions, and system performance on an ongoing basis."

Service Plan Approach

EcoStruxure™ Building Advisor – Service Plans are an integral part of EcoStruxure™ Building, Schneider Electric's collaborative smart building IoT platform. Our Service Plans leverage expert field service engineers and remote data scientists to convert data into predictable, actionable insights. Combining people, technology and collaboration to provide lifetime building efficiency, our Building Advisor services allow you to do more to deliver real impact on operating costs, occupant comfort and asset value throughout the life cycle of a building.

You can select from our tiered **Service Plans** offers with work scopes to fit your facility needs -- from Plus Service Plans that provide remote triage and issue resolution support with optional onsite response, to Prime or Ultra Service Plans that incorporate automated fault detection for more proactive and higher levels of building efficiency.

Each of our EcoStruxure Building Advisor - **Service Plans** also allow options for the frequency of service provided. Whether it be preventive maintenance on-site visits or remote analysis, we offer flexibility for you to select when services are performed, what parts are covered, and guarantees for on-site repair response. And, in the event additional repairs are required, you can always count on receiving a priority response as a Service Plan client.



EcoStruxure™ Building Advisor – Service Plans

Plus

Triage and Support Remote with Onsite (Optional)

Faster resolution times and higher responsiveness

Triage and support to diagnose and resolve up to 80% of issues and critical alarms through remote experts with optional onsite resolution.

Prime

Planned Preventive Maintenance Remote and Onsite

Be more proactive about building maintenance

Leverage remote data scientists armed with insights from automated fault detection. This planned, preventive maintenance approach, delivered onsite and remotely, provides customers with site health reports

Ultra

Condition-Based Maintenance Remote and Onsite

Take buildings to new levels of efficiency

Provide lifetime building efficiency through remote data scientists who leverage advanced analytics to guide onsite support through task prioritization. This condition-based approach to maintenance provides customers with ROI justification of energy conservation measures and site health reports

Service Plan Advantages from Schneider Electric:



Up to 80% of issues resolved remotely

Remote support teams can resolve 8 out of 10 customer issues without the need to dispatch a technician to the site ensuring faster issue resolution and less time spent scheduling visite.



Up to 29% decrease in unscheduled maintenance

Condition based maintenance approach ensures that your equipment is maintained based on your operating needs and not just at fixed intervals.



Up to 33% fewer occupant complaints

Automated diagnostics and fault detection identifies and presents energy, comfort and maintenance related problems with severity rankings so that they can be taken care of in a timely manner.



Up to 20% energy cost reduction

Continuous commissioning of your building equipment to ensure your system performance is always at optimum levels.

Schneider Electric Overview

Schneider Electric is the global specialist in energy management and automation. With revenues of ~\$30 billion in FY2015, our 160,000+ employees serve customers in over 100 countries, helping them to manage their energy and process in ways that are safe, reliable, efficient and sustainable.

We are a global company with strong presence and history in the US. With US brands like Square D, Andover Controls and APC, Schneider Electric employs over 33,000 in North America. We maintain a strong focus on innovation, with over 7500 employees directly involved in R&D activities and reinvest 5% of sales into R&D each year.

From the simplest of switches to complex operational systems, our technology, software and services improve the way our customers manage and automate their operations. Our connected technologies reshape industries, transform cities and enrich lives. At Schneider Electric, we call this **Life Is On**.



Combining people, technology and collaboration to provide lifetime building efficiency, Building Advisor allows you to do more.

TECHNOLOGY

Automated alarms, fault detection and diagnostics speed problem and solution resolution, providing condition-based recommendations to help prioritize and justify task costs. Leverages real-time data to drive condition-based maintenance and cross-system interoperability.

COLLABORATION

And customized, detailed reports provide deep insights on your building systems along with expert advice with solutions to maximize your return on investment up to 10X over reactive maintenance alone.



Schneider Electric has assembled a specialized team to provide you with industry-leading building services. Your service team will work with you to help you derive the highest value from your building systems investment and assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort, safety and productivity.

This team will facilitate a smooth integration of our service activities into your normal business activities. The team will strive to meet your business objectives, provide effective lines of communication and provide continuity through the Schneider Electric personnel who execute your service program, so that your service is delivered in a seamless, transparent manner.

Your service team includes the following Schneider Electric professionals:

- Customer Service Manager (CSM): You will be assigned a CSM. The primary responsibility of the CSM is to provide support and coordination for the execution of your service program. The CSM is ultimately responsible for Schneider Electric's service relationship with you and will strive to provide you with excellent customer service. Your CSM is Kara Braun and can be reached at 720-341-2688.
- Primary Service Technician: You will be assigned a primary service technician. This
 technician will be performing the service and repair functions for your facility whenever possible.
 In the event the primary service technician is not available, the Customer Service Manager will
 assign a secondary service technician to your facility.
- Buildings Service Resource Center (BSRC): The BSRC acts as your service coordinator. The BSRC is responsible for scheduling all maintenance program services. The BSRC can be reached at 877-822-2601.
- **Service Bureau:** The Service Bureau data scientists and remote technicians are a supporting pillar of your Service Plan. The team can be reached by contacting the BSRC.



Your Proposed Service Plan

We are happy to recommend the **EcoStruxure Building Advisor – Plus Service Plan** to meet the needs of your facility and the goals of your organization.

The table below is a summary of services available in the Plus Service Plan, but not limited to your service plan:

	Plus	Prime	Ultra	Managed Services
Monitoring				
Alarm Monitoring	Optional	Optional	Optional	
Condition Monitoring		✓	✓	✓
Cloud Backup	✓	√	✓	
Maintenance				
Preventive (Onsite or Remote)	Optional (Onsite Only)	√ (Onsite + Remote)	√ (Onsite + Remote)	
Remote Issue Resolution	✓	✓	✓	
Condition-Based			✓	
Reports & Consultation				
Alarms and Site Work Report	✓	✓	✓	
Site Health Report		✓	✓	✓
Site Health Report with ROI Justification			✓	√

Definitions and Scope of Work

The following items are included in your EcoStruxure[™] Building Advisor Service Plan Agreement within the scope of the proposed service plan;

Preventive Maintenance

Schneider Electric will carry out factory recommended checks and inspections of your BMS system and covered equipment to ensure smooth operation of your building. Maintenance task sheets will be filled out on regular basis and submitted for review.

Preventive checks may be performed by our remote operations, cloud based tools or on-site as needed.

Remote Issue Resolution / 2 Hrs Monthly / 24 Hrs Annually

Schneider Electric may carry out remote trouble shooting utilizing secure remote access tools to resolve issues, alarms, or provide support from time to time. Remote Support and Issue resolution is included in your contract to facilitate quickly addressing your issues and questions regarding your BMS system.

This agreement allows you to avail services of our remote operations specialist at the contact provided below. Under terms of this agreement there are 24 hours annually to get support from our remote specialists. Additional remote issue resolution hours will be invoiced per existing time & material rates with minimum published charge.

On-Site Issue Resolution / 8 Hrs Monthly / 96 Hrs Annually

This agreement includes a defined block of hours for a Schneider Electric technician to come to your site. Labor hours may be used for scheduled service, emergency service during normal working hours, and any new work requested by the customer. Any material charges will be billed separately. Agreement includes travel and parking costs.

On-site scope of work: 96 hours during normal business hours

Number of on-site visits: 12 times per year

Reports and Consultation

Schneider Electric will provide reports documenting Remote and On-Site Work Activity:

Customer Value Reports (CVR) provided upon request.

Your service account manager will review and consult with you on the report. On annually basis, your service account manager will also discuss longer term building performance, modernization opportunities, retrofits, or equipment overhauls that are recommended to meet your building and maintenance goals.

Frequency: Quarterly

Equipment Schedule:

The attached work scope addendum includes the equipment list covered under this service agreement. The service agreement covers any preventive maintenance and issue resolution. Any repairs, parts and materials are outside of the scope of this agreement.

Exclusions and Notes

Initial Setup of Building Advisor (One-Time)

Building Advisor requires connectivity to the site via secure remote communication. To help accelerate deployment, it is recommended to engage your IT department early. Requirements:

Workstation Powered on 24/7

All Building Advisor Service Plans require connectivity to the site via secure remote communication and regular data pushed to our cloud systems to deliver the scope.

Remote Access Software

Remote Issue Resolution requires the ability to connect remotely to the site Building Management System (BMS). Our standard remote connectivity platform is Bomgar. However, our team can utilize an existing remote connection if preferred.

Cloud Backup

Schneider Electric US Buildings Service Bureau has standardized on Dell's Mozy cloud backup solution to automatically back up your building database in the cloud, making sure it remains safe, secure, reliable, up-todate and always available. It consists of three components:

- **Mozy Client:** A desktop agent used to back up data on your machines
- Web access: A Web-based portal for access to files in the Mozy cloud from any computer.
- Mozy Admin Console: A Web-based portal used for administration of your account, users, and their access to and use of features such as the Mozy Client, Web access, and Mozy mobile app.

Software Based Diagnostics

Software diagnostics utilize cloud-based software and remote access. The scope of equipment is limited to that listed in this contract and that which is available through data from the BAS.

Preventive Maintenance

Preventive Maintenance checks covers only factory recommended maintenance and normal wear and tear limited to tasking documentation available for reference. Parts and material are excluded, unless outlined by addendum.

Additional Work Performed Outside of Service Agreement

Additional work performed outside of service agreement can be quoted, or provided at a time and material rate equivalent to the below.

2021 Northern California Service Labor Rates

The following T&M labor rates are applicable from January 1, 2021 to June 30, 2021

Service Requests: (877) 822-2601; BSRC@Schneider-Electric.com

On-Site Services



TYPE	DESCRIPTION	List Rates	SA Rates
Labor	Service Technician/Remote Technician	\$223	\$167
Labor	Sr. Service Technician/Remote Technician	\$273	\$205
Labor	Software Design	\$250	\$187
Labor	Sr. Software Design	\$295	\$220
Labor	Electrician (Union)	\$395	\$295
Vehicle	Per Visit	\$120	\$80
Minimum	Minimum Billing Hours per Call	4	4
Increments	Billing increments after minimum hours	0.5	0.5

Normal Business Hours: 7:30am – 4:30pm

Overtime and Saturdays: Rates x 1.5 Holidays and Sundays: Rates x 2.0





TYPE	DESCRIPTION	List Rates	SA Rates
Labor	Remote Connection Fee	\$50	Free
Labor	Remote Service Rate	\$223	\$167
Minimum	Minimum Billing Hours per Call	2	2
Increments	Billing increments after minimum hours	0.5	0.5

Normal Business Hours: 6:00am – 3:00pm PST

Overtime and Saturdays: Rates x 1.5 Holidays and Sundays: Rates x 2.0

Travel Time: Actual time required for travel time to and from site during normal work hours unless first or last call of day within 50 miles of our office. Emergency hours will be from Technicians current location, roundtrip. Travel in excess of 100 miles from Pleasanton office may incur additional charges for expenses and/or lodging.

<u>Service Agreement Customer Discount:</u> Active Service Agreement Customers will receive a 25% discount off list labor rates and a 55% discount on Schneider Electric Buildings Material, (Discount on list rates for new SE material only). <u>Service Agreement Customers</u> will not be charged a Remote Connection Fee.





Equipment List, BAS Equipment/Service

Facility	Equipment/Service	Size / Type	Qty	Level	Visits	Make / Model	Location
	Remote Services		1	Level 3+	1 visit/yr		

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF	SHF		Dept. Code: <u>SHF</u>				
Type of Request:	☑Initial	□Modificatio	n of an existing PS	C (PSC #	_)		
Type of Approval:	\square Expedited	☑ Regular	□Annual	☐ Continuing	\square (Omit Posting)		
Type of Service: Repla	cement of obsolete	HVAC Control Sys	stem.				
Funding Source: Gene PSC Amount: \$333,16			PS	C Duration: <u>1 year</u>	:		
 Description of Work A. Scope of Work/Se The SFSD Facilities I 	s ervices to be Contrac Maintenance Manag Itilation, Air Conditic	er is requesting t	•		ntelligent Automation operation of the heating		
licensed. The currer	Operating System is i	no longer support tem was originally	ted by the Manufa v installed in 2006	The consequences	perating system cannot be s of denial will result in		
the most recent The current Tric	ly approved PSC. luum HVAC Control S	System was origir	nally installed in 20	006. Schneider Elec	previous PSC, attach copy of tric was the orignal installer on the current system.		
D. Will the contract Yes, the contract w							
·	for a new PSC in exa ers, please explain w	•	or if your request	is to extend (modi	fy) an existing PSC by		
2. Reason(s) for the R A. Indicate all that a		d attach any relev	vant supporting do	ocuments):			
✓ Services required	on an as-needed, in	termittent, or pe	riodic basis (e.g., p	eaks in workload).			
☑ Services that requ	uire resources that th	he City lacks (e.g.,	, office space, facil	ities or equipment	with an operator).		
which regulate to current Contract was originally in	ities Maintenance M the operation of a he	eating and air con any longer due to SFSD propose to	ditioning system. various obsolete or replace the currer	It is a proprietary T components. The cont nt system with Schr			

and expense. The wiring standard alone from an alternate manufacturer would involve replacement of more than components throughout the facility. By utilizing the existing infrastructure (wiring, interfaces, electrical junction boxes, etc.), Schneider would overlay their updated programs and upgraded components the network physical standards would stay the same. Any downtime of the HVAC Controller System has the potential to result in

TAC/Schneider micronet series field controllers which are still operational and will not be phasing out for the forseeable future. The existing micronet controllers are very reliable and during the 13 years of building life, the SFSD's Facility Engineers have only been required to replace five controllers out of a total of 232 controllers in the HVAC System. EcoStruxure would not alter existing designs or network architecture. Any other system would require re-engineering to the respective manufacturers specifications which brings a number of unknown compliance issues

compressor failure and higher energy consumption.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The San Bruno Jail has various Schneider Electic building automation systems installed. The systems are comprised of Network 8000 and Intelligent Automation product lines. The San Bruno Facility requires manufacturer trained engineering, networking, programming, graphics generation, and system installation. This project will require the Contractor to re-use existing components such as power, communication wiring and existing system design like application sequences, points, databases and devices. Replace existing Universal Network Controllers with Automation Servers, and replacing the R2 Enterprise Server with a new EcoStruxure Enterprise Server. Contractor will replicate the sequences of operation and graphics exactly as they exist today.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7205, Chief Stationary Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The Contractor will install EcoStruxure Building Operation Software and universal Network Controllers.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Given the required expertise, there is currently no City resources available to provide the service.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - Given the required expertise, there is currently no City resources available to provide the service. The current systems were installed 17+ years ago and are comprised of Network 8000 and Intelligent Automation product lines. The San Bruno Facility requires manufacturer trained engineering, networking, programming, graphics generation, and system installation.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class given the required expertise on the proprietary operating system.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
 Yes. Contractor will provide engineering design drawings and electronic submittal, Operation Manual, and As-Built drawings. In addition, they will provide 16 hours of on-site Customer Training.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
 No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
 No.
- 7. <u>Union Notification</u>: On <u>10/08/2019</u>, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Electrical Workers, Local 6; Operating Engineers, Local 3; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; Stationary Engineers, Local 39

☐ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

Address: <u>1 Dr. Carlton B. Goodlett Place, Room 456 San Francisco, CA 94102</u>

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40445 - 19/20

DHR Analysis/Recommendation: action date: 12/02/2019

Commission Approval Required Approved by Civil Service Commission

12/02/2019 DHR Approved for 12/02/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department:	PUBLIC HEALTH			Dept. C	Code: <u>DPH</u>
Type of Request:	□Initial	✓Modification	n of an existing PSC	(PSC # 42999 - 20)	/21)
Type of Approval:	□Expedited	☑ Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Service: COVID-19 Acute Hospital and Skilled Nursing Facility Services					
Funding Source	ce: <u>General Fund</u>				
PSC Original Approved Amount: \$10,000,000 PSC Original Approved Duration: 11/01/20 - 06/30/21 (34 weeks 3 days)					<u> 1/01/20 -</u>
PSC Mod#1 A	mount: <u>\$5,000,00</u>	<u>0</u>	PSC Mod#1 Dura 2 days)	tion: <u>07/01/21-12</u>	2/31/21 (26 weeks

PSC Cumulative Amount Proposed: \$15,000,000 PSC Cumulative Duration Proposed: 1 year 8 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

In response to the COVID-19 emergency, Chinese Hospital will admit up to a maximum of 23 patients from Zuckerberg San Francisco General Hospital (ZSFG) to free beds at ZSFG in order to be ready for any surge of COVID-19 patients needing treatment at ZSFG. The patients will be treated at Chinese Hospital for as long as medically necessary, providing uninterrupted services for the duration of the PSC. Initial services will be for acute care. Future services may also include skilled nursing facility care. While the initial need for these services is for a contract with Chinese Hospital, the need for acute inpatient care and skilled nursing facility care may need to be met by other San Francisco hospitals in the future, as well.

- B. Explain why this service is necessary and the consequence of denial: If approval is denied, the City's capacity to care for COVID-19 patients will be reduced, resulting in adverse health outcomes, serious medical complications, and the potential for increased patient deaths, as ZSFG will be at maximum capacity and will have no bed space to care for COVID-19 patients needing acute care.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

 Services have been provided in the past through earlier PSC request. See 42999 20/21
- D. Will the contract(s) be renewed?Only if there is a continued need and funding available.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

2. Reason(s) for the Request

A. Display all that apply

to address emergency situations.

✓ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

✓ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

✓ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

☑ Immediately needed services to address unanticipated or transitional situations, or services needed

Explain the qualifying circumstances:

The services are needed immediately in order to prepare adequately for a surge in COVID-19 admissions at ZSFG. The services will be provided to those patients who would usually be treated at ZSFG, in order to free beds for treatment of COVID-19 patients. The City does not have the capacity to provide the facility-dependent, highly regulated and specialized services in the volume needed. Once the need for this surge capacity has lessened, it is expected that the services under this PSC will be decreased until all patients being served under this PSC are discharged.

B. Reason for the request for modification:

This modification is to extend the duration by 6 months, with a corresponding increase in amount. While the impact of COVID-19 has improved tremendously, vaccination rates are beginning to plateau and the potential impact of COVID-19 variants are still unknown. There is still the possibility of increased infection when vaccinated and not-yet-vaccinated individuals gather in indoor groups and also when the weather begins to turn colder. The City has demobilized its Lower Acuity Care site so decompression options if there is another surge will be limited. The services under this PSC will provide an outlet for lower level of care patient placements in order to ensure acute care capacity at San Francisco General is maximized at all times. While Laguna Honda Hospital is currently accepting new patients, the pace of admissions may not be able to keep up with pace of discharges during the transition to the City re-opening.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Current ability and capacity to provide acute inpatient hospital care in San Francisco. The potential to be able to provide skilled nursing facility services in the future would be preferable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2114, Medical Records Tech Sprv; 2232, Senior Physician Specialist; 2233, Supervising Physician Spec; 2320, Registered Nurse; 2738, Porter Assistant Supervisor; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The hospital(s) under this PSC will provide an acute care hospital and all related facilities and services, providing ZSFG with additional capacity to care for COVID-19 patients.

4. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
 - Civil service classifications are applicable, but due to the unprecedented and unanticipated nature of the pandemic, current City capacity is not enough to maintain ongoing services and meet any surges in need for care created for COVID-19.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, since civil service classifications already exist. The contract is needed in order to meet surge needs due to capacity issues, not because new classifications are needed.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

No direct training of civil service employees is included under this PSC.

- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
 No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
 Chinese Hospital
- **7.** <u>Union Notification</u>: On <u>05/07/21</u>, the Department notified the following employee organizations of this PSC/RFP request:

Teamsters, Local 856 Supv Nurses; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Physicians and Dentists - 8CC; Physicians and Dentists - 11AA; Municipal Executive Association; Architect & Engineers, Local 21;

☑ I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42999 - 20/21

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 08/02/2021

Civil Service Commission Action:

Receipt of Union Notification(s)

Hale, Jacquie (DPH)

From: dhr-psccoordinator@sfgov.org on behalf of jacquie.hale@sfdph.org

Sent: Friday, May 07, 2021 2:55 PM

To: Hale, Jacquie (DPH); mleach@ibt856.org; jennifer.esteen@seiu1021.org;

emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org;

kcartermartinez@cirseiu.org; ablood@cirseiu.org; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org;

Frigault, Noah (HRC); Meyers, Julie (HSA); Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940 @aol.com; amakayan@ifpte21.org; tjenkins@uapd.com; jduritz@uapd.com; Laxamana,

Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact);

Christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.com; WendyWong26

@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org;

pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Modification Request to PSC # 42999 - 20/21 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$5,000,000 for services for the period July 1,

2021

- December 31, 2021. 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/16432

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com
WendyWong26@yahoo.com ecassidy@ifpte21.com staff@sfmea.com Christina@sfmea.com Camaguey@sfmea.com
Criss@SFMEA.com junko.laxamana@sfgov.org jduritz@uapd.com tjenkins@uapd.com amakayan@ifpte21.org
jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org
davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org
pcamarillo_seiu@sbcglobal.net Kbasconcillo@sfwater.org Ricardo.lopez@sfgov.org Julie.Meyers@sfgov.org
noah.frigault@sfgov.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me thomas.vitale@seiu1021.org
sarah.wilson@seiu1021.org ablood@cirseiu.org kcartermartinez@cirseiu.org sbabaria@cirseiu.org abush@cirseiu.org
emathurin@cirseiu.org jennifer.esteen@seiu1021.org mleach@ibt856.org

Additional Attachment(s)



United Healthcare Workers West Service Employees International Union, Clc

Dave Regan - President Stan Lyles - Vice President

560 Thomas L.Berkley Way Oakland, CA 94612 510-251-1250 FAX 510-763-2680

> 5480 Ferguson Drive Los Angeles, CA 90022 323-734-8399 FAX 323-721-3538

June 21, 2021

Mayor of the City and County of San Francisco Mayor London Breed 1 Dr. Carlton B. Goodlett Place, Rm. 200 San Francisco, CA 94102-4641

Dear Mayor Breed,

My name is Chokri BenSaid, I am the Director of the Hospital Division for SEIU-UHW, which represents service employees at Chinese Hospital. Bargaining unit members work on the Second Floor, which currently houses Skilled Nursing patients and lower acuity patients. The Second Floor is part of the emergency surge bed capacity contract with the City for overflow purposes for San Francisco General Hospital and Laguna Honda (Skilled Nursing and Rehabilitation Center). We understand that this work does not reduce or eliminate work for existing union members at those facilities. Therefore, SEIU-UHW supports and extension of this contract which we understand would be through December 31, 2021. We hope to keep our members employed and to avoid any reduction in force, and this contract extension is important toward that end.

Sincerely,

Chokri BenSaid

Director, Hospital Division

SEIU-UHW

www.SEIU-UHW.org

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALT	H DPH			Dept. 0	Code: <u>DPH</u>
Type of Request:	☑Initial	□Modificatio	on of an existing P	SC (PSC #)
Type of Approval:	□Expedited	☑ Regular	□Annual	\Box Continuing	\square (Omit Posting)
Type of Service: <u>COVID-19</u>	Acute Hospital an	d Skilled Nursing	Facility Services		
Funding Source: General Fig. PSC Amount: \$10,000,000			PS	C Duration: 34 we	eks 3 days
uninterrupted services for skilled nursing facility car	0-19 emergency, Cospital (ZSFG) to find the fight of the patients where the duration of the While the initial the control of the while the initial the second the control of the second the	Chinese Hospital ree beds at ZSFG will be treated at the PSC. Initial soll need for these	in order to be rea Chinese Hospital fervices will be for services is for a co	idy for any surge of for as long as medi acute care. Future ontract with Chines	f COVID-19 patients cally necessary, providing services may also include
B. Explain why this service If approval is denied, the outcomes, serious medic capacity and will have no	City's capacity to cal complications,	care for COVID-: and the potentia	19 patients will be I for increased pa	tient deaths, as ZSI	
C. Has this service been p the most recently ap This is a new service.	proved PSC.	st? If so, how? I	f the service was រុ	orovided under a p	revious PSC, attach copy of
D. Will the contract(s) be Only if there is a continu		ing available.			
E. If this is a request for a another five years, p not applicable			r if your request is	s to extend (modify	y) an existing PSC by
2. Reason(s) for the Reque A. Indicate all that apply		ttach any releva	nt supporting doc	uments):	
☑ Immediately needed semergency situations.	ervices to address	unanticipated o	r transitional situa	ntions, or services r	needed to address
☑ Short-term or capital p	orojects requiring (diverse skills, exp	ertise and/or kno	wledge.	
✓ Services required on a	n as-needed, inter	mittent, or perio	odic basis (e.g., pe	aks in workload).	
☑ Services that require re	esources that the	City lacks (e.g., o	ffice space, facilit	ies or equipment w	rith an operator).
services will be provi	ded immediately in ded to those pation	ents who would u	isually be treated	at ZSFG, in order to	9 admissions at ZSFG. The of free beds for treatment of highly regulated and

specialized services in the volume needed. Once the need for this surge capacity has lessened, it is expected that the

services under this PSC will be decreased until all patients being served under this PSC are discharged.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Current ability and capacity to provide acute inpatient hospital care in San Francisco. The potential to be able to provide skilled nursing facility services in the future would be preferable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1095, IT Operations Support Admin V; 2114, Medical Records Tech Sprv; 2232, Senior Physician Specialist; 2233, Supervising Physician Spec; 2320, Registered Nurse; 2738, Porter Assistant Supervisor; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The hospital(s) under this PSC will provide an acute care hospital and all related facilities and services, providing ZSFG with additional capacity to care for COVID-19 patients.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

ZSFG continues to explore ways to meet the need for temporarily expanded services due to COVID-19. Once the pandemic and related surge needs have ended, it is anticipated that these services will no longer be necessary for this purpose.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.

 Civil service classifications are applicable, but due to the unprecedented and unanticipated nature of the pandemic, current City capacity is not enough to maintain ongoing services and meet any surges in need for care created for COVID-19.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, since civil service classifications already exist. The contract is needed in order to meet surge needs due to capacity issues, not because new classifications are needed.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.No. Training civil service employees is not part of the scope of this PSC.
- 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? If so, please explain and include an excerpt or copy of any such applicable requirement.

 No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

 No
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
 No.
- 7. <u>Union Notification</u>: On <u>09/18/2020</u>, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Municipal Executive Association; Physicians and Dentists - 11AA; Physicians and Dentists - 8CC; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); Teamsters, Local 856 Supv Nurses

☐ I CERTIFY ON BEHALF OF THE DEPARTME	ENT THAT THE INFORMATION	N CONTAINED IN AND A'	TTACHED TO THIS FORM IS
COMPLETE AND ACCURATE:			

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

Address: 1380 Howard Street, Room 421B San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42999 - 20/21

DHR Analysis/Recommendation: **Commission Approval Required**

12/07/2020 DHR Approved for 12/07/2020

action date: 12/07/2020

Approved by Civil Service Commission with conditions